



NOTICE OF SPECIAL COUNCIL MEETING

In accordance with § 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of the City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:00 p.m., Wednesday, November 20, 2024. 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording 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 ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:00 p.m., el día Miercoles, 20 de Noviembre del 2024. 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, Actuaría de la Ciudad

AMENDED AGENDA 11/19/2024



**AGENDA
Special Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
November 20, 2024
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. PROCLAMATION

4. A. Proclamation - 30th Annual Dia Del Campesino December 6, 2024

5. CONSENT AGENDA

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

5. A. MINUTES OF

- Regular Council meeting held October 23, 2024

5. B. DISBURSEMENTS

From November 7, 2024 to November 14, 2024

Total \$1,003,749.03

(One Million, Three Thousand, Seven Hundred, Forty-Nine Dollars and Three Cents)

5. C. Discussion and possible action on any and all matters regarding a Memorandum of Understanding with the City of Yuma regarding equipment received from the Arizona Department of Emergency and Military Affairs (AZDEMA). **(Angel Ramirez, Fire Chief)**.

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

6. A. Discussion and possible action on any and all matters regarding authorization to purchase annual ammunition for the San Luis Police Department using fiscal year 2025 budgeted funds. **(Alan Guevara, Lieutenant)**

6. B. Public Hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2024-0835 and Ordinance No. 456. An ordinance of the Mayor and City Council of San Luis, Arizona, amending Title 18 of the City Code, Zoning Regulations, to revise Section 18.15.030(G) in compliance with updates to the Arizona Revised Statutes by establishing required timeframes for review of rezoning applications; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Ordinance No. 456 by title only
- F. Action on Ordinance No. 456

6. C. Discussion and possible action on any and all matters regarding Resolution No. 2336. A Resolution of the Mayor and Council of the City of San Luis, Arizona, declaring and adopting the results of the General Elections held November 5, 2024, in the City of San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

6. D. Discussion and possible action on any and all matters regarding Ordinance No. 457, an Ordinance of the Mayor and City Council of the City of San Luis, Arizona, granting to Southwest Gas Corporation, a California corporation, its successors and assigns, the right, privilege and franchise to construct, maintain and operate upon, over, along, across and under the public rights-of-way of the City of San Luis, Arizona. **(Kay Marion Macuil, City Attorney)**

- A. Action on reading Ordinance No. 457 by title only.
(Clerk to read the Ordinance by title only.)
- B. Action on Ordinance No. 457.

7. **SUMMARY OF CURRENT EVENTS**

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

8. CALL TO THE PUBLIC

This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

9. ADJOURNMENT



PROCLAMATION

Special City Council Meeting

4. A.

Meeting Date: 11/20/2024

Title:

Proclamation - 30th Annual Dia Del Campesino December 6, 2024

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

**30TH ANNUAL DIA DEL CAMPESINO
(ANNUAL FARM WORKERS' DAY)
December 6, 2024**

WHEREAS, agricultural workers are deemed an essential workforce in the United States; and

WHEREAS, the economic contribution made by farm workers to our local Yuma County economy is highly significant and critical to the overall well-being of our residents; and

WHEREAS, farm worker families' contributions are honored annually through an Annual Día Del Campesino Health and Information Fair in the City of San Luis, Arizona; and

WHEREAS, the Annual Dia Del Campesino Health and Information Fair acknowledge the need to provide information, health and social services to the farm worker population in the border communities of Yuma County, Arizona; and

WHEREAS, Campesinos Sin Fronteras and the Farm Worker Service Coalition acknowledge that COVID-19 health risks continue to be a human threat to our essential farm workers, for whom we aim to serve and provide much-needed health and human resources; and

WHEREAS, Campesinos Sin Fronteras, the City of San Luis and the Yuma County Farm Worker Service Coalition have partnered in taking the lead in serving the farm workers in Yuma County for more than 30 years.

NOW, THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim December 6, 2024, as the "**30th Annual Día Del Campesino (Farm Workers' Day)**", in San Luis, Arizona.

DATED this 20th day of November 2024.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Special City Council Meeting

5. A.

Meeting Date: 11/20/2024

Summary

MINUTES OF

- Regular Council meeting held October 23, 2024

Attachments

RCM 10/23/24

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 23, 2024
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

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

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Adriana Garcia Fernandez, Human Resources Manager
Alan Guevara, Police Lieutenant
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Crystal Ochoa, Administrative Coordinator
Edgar Esparza, Billing & Collections Manager
Enrique Lopez, Assistant Fire Chief
Ernesto Prieto, Police Sergeant
Eulogio Vera, Director of Public Works
Fernando Corona, I.T. Manager
Francia Alonso, Public Information Officer
Gilberto Torres, Wastewater Operations Manager
Jaime Frias, I.T. Specialist
Jorge Perez, Assistant Director of Public Works
Lizette Varela, Assistant Director of Parks & Recreation
Manuel Hernandez, Assistant Director of Public Works
Miguel Ramirez, Finance Accounting Manager
Nigel Reynoso, Chief of Police
Roula Encinas, Director of Finance
Stephanie Pereda, Human Resources Coordinator

Albert Leon, Resident
Christian Cuevas, Translator
James Allen Jr., Resident
Luis Marquez, Resident
Luisa Arreola, Resident
Mark Concha, Resident
Maria Gonzalez, Resident
Nydia Mendenhall, Resident
Salvador Sandoval, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. INVOCATION

Preacher Alberto Geraldo—Iglesia de Cristo led the invocation.

4. PROCLAMATIONS/PRESENTATIONS

4. A. Proclamation - Extra Mile Day November 1, 2024

4. B. Proclamation - Law Enforcement Records and Personnel Appreciation Week November 11-15, 2024

4. C. Proclamation - Alzheimer's and Caregiver Awareness Month November 2024

4. D. Proclamation - Lung Cancer Awareness Month November 2024

4. E. Proclamation - National Diabetes Month November 2024

4. F. Proclamation - National Runaway Prevention Month November 2024

Mrs. Sonia Cornelio, City Clerk, read the Proclamations by title only.

4. G. Presentation of Community Service Award to Aaron Hernandez, Antonio Ochoa and Felipe Garcia. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, along with Mr. Eulogio Vera, Director of Public Works, recognized two (2) city employees for an event that occurred on September 26, 2024, for their exemplary service and commitment to the San Luis community. While assigned to the supervision of the Department of Corrections work crew, an inmate began acting unhinged and separated from the other inmates. As his co-worker began addressing the inmate, Mr. Ochoa remained and watched over two (2) additional inmates in the workgroup and, at the same time, dialed 911 to report the ongoing incident. Mr. Ochoa's quick and selfless actions are a testament to his service and commitment to the community's safety and well-being.

The second employee, Mr. Aaron Hernandez, on this same incident, Mr. Hernandez began to follow the inmate as he noticed he was walking towards the intersection and into oncoming traffic. Without regard of his own welfare, Mr. Hernandez began talking to the inmate to convince him to get off the street and stop walking away.

He asked the inmate to get on his knees and to wait for police personnel already on their way to provide assistance. However, the inmate framed Mr. Hernandez and began to walk towards him. Mr. Hernandez ran away from the inmate but remained watching over the inmate until public safety arrived at the scene. Mr. Hernandez's quick and selfless actions are a testament to his service and commitment to the community's safety and well-being.

Mr. Vera also recognized and thanked Mr. Ochoa and Mr. Hernandez for their commitment and unselfish dedication to serving and keeping the community safe.

Mayor Nieves Riedel commented on the video and its comments, making fun of these gentlemen's heroic actions. Mr. Hernandez was not running away from the inmate because he was afraid but rather did it as a distraction, as the inmate was going straight to the school.

Mr. Alan Guevara, Police Lieutenant, presented Mr. Felipe Garcia with the Community Service Award for his service and commitment to the students from the Gadsden School District and the San Luis community in a manner that is beyond and expected. On October 9, 2024, while assigned to his regular duties as a school bus driver operator from the Gadsden School District, his bus was caught on fire. Mr. Garcia quickly addressed the situation by stopping and pulling the bus over to the side of the road. He then directed all 32 students off the bus and worked in an effort to extinguish the fire using a fire extinguisher. As a result of his actions, there were no students nor any other property damaged. Mr. Garcia's quick and selfless actions are a testament to his service and commitment to the students' and community's safety and well-being.

4. H. Presentation of Certificate of Recognition to Miss Sandra Felix, who participated in the State Competition of Miss Teen Latina Arizona 2024. (Mayor Nieves Riedel)

Ms. Jenny Torres, Acting City Manager, presented a special recognition on behalf of Mayor Nieves Riedel to an exceptional young woman who has brought pride to this community. Miss Sandra Felix stood out at the recent Miss Teen Latina Arizona 2024 competition, where she represented the City of San Luis and obtained the title of Second Runner-Up.

Miss Felix gave a brief speech and thanked the Mayor, City Council, and her sponsors.

4. I. Presentation and recognition of the 2024 - 3rd Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (Enrique Lopez, ERAP Chair)

Mr. Enrique Lopez, ERAP Chairman, recognized the outstanding individuals who have demonstrated exceptional dedication, innovation, and commitment to the city. The complete listing is attached to the agenda item filed with the complete agenda packet at the City Clerk's Office.

4. J. Presentations followed by discussion on any and all matters regarding updates from city departments on capital projects. (Department Heads)

Mr. Edgar Esparza, Billing & Collections Manager, provided an update on the advanced Metering Infrastructure (AMI) project, which consisted of replacing 4,500 water meters and 4,700 mxus or meter antennas.

Ms. Roula Encinas, Director of Finance, spoke about the implementation of Time & Attendance, which is a software that was applied in January 2024. The second phase will be Advanced Scheduling which is expected to be launched in the first quarter of 2025.

Mr. Angel Ramirez, Fire Chief, mentioned that the Fire Department purchased a new fire engine, which will be paid in three (3) installments of \$400,000.00 and delivered in Fiscal Year 2028.

Mr. Fernando Corona, Information Technology Manager, explained that he has two (2) projects. The first project is the camera replacement initiative and its focused locations. The second project is adding a tower structure on the east side of the city.

Ms. Angelica Roldan, Director of Parks & Recreation, presented their capital projects for Fiscal Year 2024-2025. She spoke about the east community park Phase 1 - prefabricated restrooms, Phase 2 – Baseball/Softball field, and Phase 3 – Intensive Playground. She informed on the Youth Center new exercise equipment replacement, which will be installed in mid November 2024 and Los Alamos Retention Basin Lighting Project to be completed by December 2024 and no later than January 2025.

Mayor Nieves Riedel commented that Ms. Orduño mentioned to her that she does not want to die without seeing her son's name, Joe Orduño, at the park. She asked Ms. Jenny Torres, Acting City Manager, and Ms. Roldan to look into this.

Mr. Nigel Reynoso, Chief of Police, went over the updates for the Police Department. He provide an update on the purchase of three (3) fully equipped Ford Maverick trucks assigned to the Transit Enforcement units, the purchase of one (1) fully equipped Ford Explorer assigned to the Criminal Investigations Section, the purchase of 25 Axon Automatic License Plate Recognition (ALPR) Fleet 3, which provide a real-time in vehicle camera and alerting system for their police fleet, the purchase of one (1) fully equipped Can-Am Maverick X3DS side by side vehicle which will be available to sworn officers to patrol desert areas within city limits, the purchase of six (6) DJI Avata 2 and two (2) Matrice drones for deployments related to aerial searches, interior buildings or vehicle searches and crime scene mapping, the awarded \$165,000.00 for the tower, the purchase of a three (3) line message traffic trailer, a mobile light tower with diesel engine and the direct link crisis response system. All these purchases were made through the Arizona Department of Emergency and Military Affairs (DEMA) grant funds.

Mayor Nieves Riedel asked how many police officers have been hired in the past two (2) years and how much grant money has the Police Department been awarded for the purchases he mentioned?

Chief Reynoso responded that there were six (6) police officers, adding that there are still four (4) vacancies for police officers, three (3) vacancies for communication officers, and one (1) vacancy for traffic enforcement officers. He added that the San Luis Police Department has received over \$2 million in DEMA, Governor's Office of Highway Safety (GOHS), and Stonegarden grants.

The PowerPoint presentations are attached to the agenda item review form filed at the City Clerk's Office with the complete agenda packet.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held September 25, 2024

5. B. DISBURSEMENTS

From October 4, 2024 to October 16, 2024

Total \$1,695,329.98 (One Million, Six Hundred Ninety-Five Thousand, Three Hundred Twenty-Nine Dollars and Ninety-Eight Cents)

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Flock Group Inc. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, asked for authorization on a service agreement and to enter into a contract with Black Group Incorporation to allow the Police Department to deploy a total of 24 video cameras across the city. This will significantly deter crime and aid police investigations. By structurally placing high-definition cameras in key areas, the city enhances visibility and surveillance, which serves as a strong deterrent to potential offenders who recognize that their actions are being monitored.

Additionally, the cameras utilize advanced automatic license plate recognition with AOPR technology, enabling law enforcement to identify and track vehicles involved in criminal activities. This capability not only accelerates the resolution of ongoing investigations but also provides valuable evidence that can be used in court. Ultimately, the presence of these cameras fosters a safer community by discouraging criminal behavior and supporting law enforcement efforts to maintain public safety. The cost of this contract is \$99,130.00 per year. The cost will be covered by the funds awarded by the Arizona Department of Emergency and Military Affairs Border Fencing and Technology grant and approved as part of the Fiscal Year 2024-2025 Capital Projects Grant Funds. Flock Safety is the sole manufacturer, developer, and distributor of the proprietary Flock Safety Falcon ALPR Camera and FlockOS Real Time Crime Center integrated solution. It is an exclusive service under 3.05.020 Exclusive Services.

Ms. Jenny Torres, Acting City Manager, stated that after two (2) years, the city would have to allocate the funding and the fiscal years after that to be able to continue the service.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the contract with Flock Group Incorporated for \$99,130.00 for the initial year using Arizona Department of Emergency and Military Affairs (AZDEMA) grant funds as presented. Motion passed unanimously.

The vote was as follows:

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

6. B. Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Precision Protective Security Services Inc. for traffic control. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, mentioned that he is seeking authorization to enter into an agreement with Precision Protective Security Services, Inc. for assistance with traffic control. There has been a lot of traffic, and due to a lack of transit enforcement officers, the San Luis Police Department has had a burden on traffic control on Main Street. The contract is for the company to have up to four (4) security officers to conduct traffic control. The cost of the contract will depend on the number of security officers requested; they will begin November 4, 2024.

Mayor Nieves Riedel invited those people criticizing the way traffic control is being handled to contact the Chief of Police and share ideas for a possible solution.

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve the contract with Precision Protective Security Services for the initial year ending April 4, 2025, not to exceed the budgeted dollar amount of \$91,200.00, authorize the budget transfer as presented in the fiscal impact of this item and waive formal purchasing procedures for the reasons presented. Motion passed unanimously.

The vote was as follows:

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

6. C. Discussion and possible action on any and all matters regarding Order No. 2024-06. 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 receive funding for the Impaired Driver/DUI Alcohol Enforcement, STEP/Selective Traffic Enforcement, and Occupant Protection Enforcement Projects by approving Highway Safety Contracts 2025-AL-027, 2025-PTS-055, and 2025-OP-021 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, explained that this order is for the approval to receive funding from the Governor's Office of Highway Safety. The Police Department was awarded \$50,000.00 to support training material, overtime, occupant protection awareness, the car seat program that includes donation of car seats when needed, the Selective Traffic Enforcement Project (STEP), and the deployment of additional staff for DUI and STEP.

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Maria Cecilia Cruz to approve and adopt Order No. 2024-06. Motion passed unanimously.

The vote was as follows:

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

6. D. Discussion and possible action on any and all matters regarding the payment to Yuma County Water Users' Association for the East Main Canal and Main Drain Improvements. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, indicated that this is for the payment to Yuma County Water Users Association for the purchase of concrete pipe as well as some materials for constructing headwalls, and that is because part of the Cesar Chavez Boulevard Expansion Project needs the east main canal pipeline, which is an existing canal that is dry but crosses Cesar Chavez Boulevard. Therefore, as part of the new design, there is going to be a roundabout that goes to the intersection of San Luis Lane and Cesar Chavez Boulevard, which requires an extension of the existing concrete pipe covering 260 feet. To work inside the Yuma County Water Users' right-of-way, they designed to do the work. They have first choice of doing it themselves or the city per paying a contact to do it. In this instance, they chose to do the work and provided the city with a cost estimate of \$89,207.40. This will allow them to order the pipe and get it ready and not get into a scheduling issue. This will help the project stay on track and get a lot of work done before the end of the calendar year.

MOTION: Council Member Matias Rosales/Council Member Luis E. Cabrera to approve the payment to Yuma County Water Users Association as an exclusive service in the amount of \$89,207.40 for the purchase of materials needed for the east main canal and main drain improvements. Motion passed unanimously.

The vote was as follows:

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

7. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Cruz reported she attended the 25th Annual Arizona Road Transportation Summit and honored Council Member Matias Rosales for his commitment and dedication to the city for transportation; he is called the transportation hero. He was part of the Port of Entry advocating, fought, and advocated for the Cesar Chavez Project, which is approximately \$65 million, and when she started the Yuma Metropolitan Planning Organization (YMPO), she asked about the cost, which was \$25 million then.

Council Member Matias Rosales reported it was an honor to represent the city in Prescott, where he received the Award of Champions.

Mayor Nieves Riedel reported that on October 22, 2024, the Human Resources Department, alongside the other city departments, organized the first Career and Technical Education (CTE) for high school students at the Cesar Chavez Cultural Center, where approximately 500 students attended.

Council Member Matias Rosales invited everyone to attend the spooktacular event tomorrow at Joe Orduño Park. He also reported and invited everyone to the Mayor's Bicycle event, which will take place on Saturday; registration begins at 7:00 a.m. at the Civic Center. There will be a pre-registration event on Friday evening at downtown Yuma or Paradise Casino. The bike ride will begin at 8:00 a.m. and will be from Yuma to Cocopah, Somerton, Gadsden, San Luis, and San Luis Rio Colorado, Sonora.

Ms. Angelica Roldan, Director of Parks and Recreation, invited the community to attend the spooktacular event, which will include lots of excitement, games, food vendors, and attractions for everyone.

Council Member Luis E. Cabrera reported he had the opportunity to attend OnVida Health white-coat shadowing today and saw a gallbladder removal surgery. He added it was amazing to see the technology and how innovative the hospital is. There are great doctors performing the operations, and he was happy to be there.

Council Member Javier Vargas reported he also attended the white-coat shadowing and is grateful for the opportunity given to them. He added that it was amazing how technology is used. They were able to witness what was coming to the community.

Mayor Nieves Riedel congratulated Mr. James Allen Jr., for attending the council meetings, who is running for City Council. It shows that he is interested and his commitment. She added that the current City Council will work with him or anyone else.

Council Member Matias Rosales added that some candidates are watching the City Council meetings on YouTube, not just in person.

8. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Varga to adjourn the Regular Council meeting at approximately 7:12 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	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 Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on October 23, 2024. 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

Special City Council Meeting

5. B.

Meeting Date: 11/20/2024

Summary

DISBURSEMENTS

From November 7, 2024 to November 14, 2024

Total \$1,003,749.03

(One Million, Three Thousand, Seven Hundred, Forty-Nine Dollars and Three Cents)

Attachments

Disbursements



City of San Luis


Finance Department

COUNCIL MEETING NOVEMBER 20, 2024 Disbursement Report from 11/07/2024 TO 11/14/2024

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	11/07/2024	\$ 494,277.84	Schedule A
Accounts Payable Check Account	11/08/2024	\$ 505,360.30	Schedule B
Payroll Check Account	11/14/2024	\$ 4,110.89	Schedule C

Total Disbursements: \$ 1,003,749.03

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: 

Verified by Finance: Miguel Ramirez

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2024 NOV 14 A 10:08

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Pay Day Register

Pay Date Range 10/19/24 - 11/01/24

Pay Batch 202423

Pay Batch 202423 Total

Employees in Pay Batch 335

Female Employees in Pay Batch 98

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	24,619.5000	589,761.13	Gross	715,715.72	ASRS ALTERNATE	522.54	5,128.00
1001 - LEAVE WITHOUT PAY	83.7300	.00	Imputed Income		AZ STATE RETIREMENT	50,468.87	416,409.54
1006 - CIVIC LEAVE	26.7500	508.25	FEDERAL TAX WITHHOLDING	43,504.12	DENTAL = FAMILY	457.70	.00
1007 - ON CALL WORKED HOURS	18.7500	398.02	SOCIAL SECURITY TAX	44,042.79	LONG TERM DISABILITY	624.62	416,409.54
1009 - PART TIME	360.8569	7,550.67	MEDICARE	10,377.93	MEDICAL MEX ONLY - EE &	1,414.40	.00
1010 - PART TIME FIREFIGHTERS	205.5000	3,904.22	STATE WITHHOLDING	13,588.60	MEDICAL MEX ONLY - EE &	6,712.42	.00
1012 - LEAVE WITH PAY	10.0000	247.00	AM. FIDELITY - HEALTH FSA	133.33	MEDICAL MEX ONLY - EE &	1,768.00	.00
201 - OVERTIME	816.2500	29,409.31	AM. FIDELITY- ACCIDENT-POST	25.01	MEDICAL MEX ONLY - EE ONLY	440.80	.00
202 - OP STONE GARDEN- O.T.	546.5000	26,562.70	AM. FIDELITY- ACCIDENT-PRE	540.70	MEX & US HEALTH = EE	56,854.96	.00
2023 - FMLA - SICK LEAVE	161.4900	4,966.40	AM. FIDELITY- CANCER-POST	28.70	MEX ONLY DENTAL - EE &	142.40	.00
2024 - FMLA - VACATION LEAVE	53.5300	1,043.42	AM. FIDELITY- CANCER-PRE TAX	136.15	MEX ONLY DENTAL - EE &	408.07	.00
2038 - FMLA - LEAVE WITHOUT	122.4800	.00	AM. FIDELITY- GCI -POST TAX	48.51	MEX ONLY DENTAL - EE &	149.52	.00
210 - SRO	56.7500	1,779.12	AM. FIDELITY- GHI- PRE TAX	275.40	MEX ONLY DENTAL - EE ONLY	56.98	.00
300 - VACATION EARNED	1,328.9400	.00	AM. FIDELITY- LIFE -POST TAX	392.90	PSPRS - ALTERNATE	208.74	2,609.24
301 - VACATION USED	918.5000	21,860.84	AM. FIDELITY- TX LIFE -POST	173.31	PSPRS FIRE DB NORM - TIER 1	8,696.88	68,695.75
400 - SICK EARNED	1,255.6250	.00	AZ COPS - SLPD	540.00	PSPRS FIRE DB NORM - TIER 2	602.41	4,758.35
405 - SCHEDULED SICK LEAVE	258.9100	5,487.24	AZ STATE RETIREMENT	50,468.87	PSPRS FIRE DB NORM - TIER 3	5,484.25	61,689.75
406 - UNSCHEDULED SICK LEAVE	490.3600	11,959.55	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	415.66	69,277.45
501 - WC PUBLIC SAFETY USED	141.0000	2,554.36	DEFERRED COMP - ROTH	915.00	PSPRS FIRE DB UNFUND - TIER	28.55	4,758.35
502 - ON CALL PAY I.T.	.0000	100.00	DEFERRED COMP - ROTH	296.60	PSPRS FIRE DB UNFUND - TIER	452.02	63,662.41
503 - STAND-BY PAY	664.4000	1,328.80	DEFERRED COMPENSATION	3,445.00	PSPRS POLICE DB NORM - TIER	7,054.54	70,686.78
703 - FIRE HOLIDAY USED	18.0000	323.10	DEFERRED COMPENSATION	609.34	PSPRS POLICE DB NORM - TIER	1,159.33	11,616.46
900 - COMPENSATION EARNED	.7500	.00	FOP/ALC	420.00	PSPRS POLICE DB NORM - TIER	4,862.48	54,695.97
901 - COMPENSATION USED	1.8750	27.26	GARNISHMENT - CHILD	2,968.33	PSPRS POLICE DB UNFUND -	3,131.43	70,686.78
911 - First Responders Emergency	2.5000	77.33	IAFF- FIRE DEPT	1,575.00	PSPRS POLICE DB UNFUND -	514.61	11,616.46
940 - PD - EDU ASST	.0000	500.00	LEGAL SHIELD	59.31	PSPRS POLICE DB UNFUND -	2,603.54	54,695.97
941 - PD - EDU BCHL	.0000	600.00	LONG TERM DISABILITY	624.62	STANDARD STD	3,216.84	.00
942 - PD - EDU MAST	.0000	100.00	MANHATTANLIFE ASSURANCE	114.08	U.S. MEX DENTAL - EE &	382.56	.00
950 - PD -SRT	.0000	450.00	MASS MUTUAL - LIFE	9.77	U.S. MEX DENTAL - EE &	111.58	.00
951 - PD - K-9 HANDLER	.0000	100.00	MEX ONLY DENTAL - EE &	183.20	US & MEX DENTAL - EE	3,082.56	.00
952 - PD - PHLEBOTOMIS	.0000	100.00	MEX ONLY DENTAL - EE &	525.03	US & MEX HEALTH = C	17,954.25	.00
953 - PD - COLLISION	.0000	100.00	MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = FAMILY	25,237.86	.00
956 - PD - MIDNIGHT SHFT	.0000	700.00	MEX ONLY HEALTH - EE & CH	414.88	US & MEX HEALTH = SP	3,882.00	.00
961 - FD - EDU ASST	.0000	700.00	MEXICO ONLY HEALTH - EE &	1,968.98	VISION - SINGLE	1,126.62	.00
962 - FD - EDU BACHL	.0000	225.00	MEXICO ONLY HEALTH - EE &	518.60	VSP- VISION	593.25	.00
965 - PD - STAND-BY PAY	.0000	2,242.00	MISCELLANEOUS	195.00	WC PSPRS 17.78	350.74	1,972.66
968 - SRO 50	.0000	50.00	PAC FUND- FIRE DEPT.	129.00	WC PSPRS 20.31	118.14	581.70
Total	32,162.9469	\$715,715.72	PS DEFERRED COMP - ROTH	655.00	Total	\$211,292.12	
			PS DEFERRED COMP - ROTH	259.49			

SCHEDULE A



Pay Day Register

Pay Date Range 10/19/24 - 11/01/24

Pay Batch 202423

PS DEFERRED COMP TIAA -	311.87	7,235.60	<u>Employer Taxes</u>	<u>Gross Base</u>
PS DEFERRED COMPENSATION	1,590.00	.00	MEDICARE	10,377.93 715,715.72
PSPRS FIRE DB RATE - TIER 1a	4,353.50	56,908.53	SOCIAL SECURITY TAX	44,042.79 710,366.87
PSPRS FIRE DB RATE - TIER 1b	901.72	11,787.22	SUTA/UNEMPLOYMENT	4,097.95 682,976.87
PSPRS FIRE DB RATE - TIER 2	364.01	4,758.35	Total	<u>\$58,518.67</u>
PSPRS FIRE DB RATE - TIER 3	5,484.25	61,689.75	<u>Workers' Comp</u>	<u>Gross Base</u>
PSPRS POLICE DB RATE - TIER	3,780.02	49,411.87	Ambulance EMT Search &	3,340.30 70,323.08
PSPRS POLICE DB RATE - TIER	1,627.53	21,274.91	ANIMAL CONTROL OFFICERS	74.79 3,323.76
PSPRS POLICE DB RATE - TIER 2	888.65	11,616.46	ATTORNEY- ALL & CLERICAL-	70.57 32,082.97
PSPRS POLICE DB RATE - TIER 3	4,862.48	54,695.97	AUTO SERVICE/ REPAIR	292.35 10,478.50
STANDARD LIFE ADDTNL	879.06	.00	BUILDING- NOC OPER BY	557.41 15,398.23
TRANSWESTERN MEXICAN	139.50	.00	BUS COMPANY AND DRIVERS	87.14 1,578.66
U.S. MEX DENTAL - EE &	472.19	.00	CLERICAL OFFICE/ LIBRARY/	401.96 167,488.25
U.S. MEX DENTAL - EE &	143.71	.00	Electrician	68.58 2,184.00
UNITED WAY	14.00	.00	FIREFIGHTERS & DRIVERS	3,501.97 73,725.46
US & MEX DENTAL= FAMILY	589.26	.00	GARBAGE/ ASH/ REFUSE	644.96 10,319.33
US & MEX HEALTH = C	5,124.24	.00	Homemaker Service	39.89 1,741.80
US & MEX HEALTH = FAMILY	7,403.16	.00	Motion Picture Production	15.32 2,357.64
US & MEX HEALTH = SP	1,138.72	.00	MUNICIPAL/ TOWN/	680.27 38,872.62
VSP - VISION CHILDREN	250.92	.00	PARKS- NOC ALL EMPLOYEES	851.14 27,456.38
VSP - VISION FAMILY	383.35	.00	POLICE OFFICERS	7,130.33 150,111.73
VSP - VISION SPOUSE	146.37	.00	RECREATION- ALL EMPLOYEES/	315.03 22,995.91
Net	<u>\$494,277.84</u>		SEWAGE DISPOSAL/ PLANT	1,001.48 29,113.02
			Street or Road Construction	2,588.42 29,313.65
			WATERWORKS OPERATIONS	931.73 26,850.73
			Total	<u>\$22,593.64</u>
			<u>Direct Deposits</u>	<u>Amount</u>
			1st Bank Yuma	43,373.53
			ACADEMY BANK	3,887.60
			AVENIR FINANCIAL	38,360.39
			Bank of America	6,689.06
			Bank of America CA	1,105.49
			Bankcorp	200.00
			CAPITAL ONE	2,116.00
			Charles Sch	250.00
			Chase Bank	227,645.43
			CHASE BANK CA	1,552.25
			CHASE BANK MORGAN	1,493.41
			CHASE BANK TX	2,275.49
			chase centro	1,811.50
			discover	400.00



Pay Day Register

Pay Date Range 10/19/24 - 11/01/24

Pay Batch 202423

FF CREDIT UNION	2,226.73
FIDELITY	324.76
FIREFIGHTER FIRST CREDIT UNION	9,791.39
HUGHES FCU	1,753.14
MECHNICS BANK	237.66
National Bank	1,286.62
Navy Federal	32,804.26
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	833.98
PATHWARD	1,343.80
SOFI BANK	816.40
Sunbank	2,220.64
THE FOOTHILLS BANK	688.37
USAA FEDERAL SAVING	1,192.02
VANTAGE WEST	2,036.23
WASHINGTON FEDERAL	1,263.09
Wells Fargo	93,716.71
WELLS FARGO ARKANSAS	1,440.45
WELLS FARGO CA	3,767.14
WELLS FARGO YUMA	2,851.56
Total	<u>\$491,875.10</u>
Check	\$2,402.74

Miguel M.
Ramirez

Digitally signed by: Miguel M.
Ramirez
DN: CN = Miguel M. Ramirez email
= mramirez@sanluisaz.gov C = AD
O = City of San Luis, Finance Dept.
Date: 2024.11.07 11:50:32 -07'00'

Payment Register

From Payment Date: 11/4/2024 - To Payment Date: 11/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
110524	11/06/2024	Open			Accounts Payable	SERRANO, JOSE DE LOS ANGELES	\$226.00		
110525	11/08/2024	Open			Accounts Payable	FOP/ALC	\$420.00		
110526	11/08/2024	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$540.00		
110527	11/08/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,202.79		
110528	11/08/2024	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
110529	11/08/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$129.00		
110530	11/08/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,575.00		
110531	11/08/2024	Open			Accounts Payable	AED EVERYWHERE, INC.	\$2,272.19		
110532	11/08/2024	Open			Accounts Payable	AHCCCS	\$152.43		
110533	11/08/2024	Open			Accounts Payable	APCO INTERNATIONAL INC.	\$1,012.00		
110534	11/08/2024	Open			Accounts Payable	ARIZONA STATE TREASURER	\$47,374.47		
110535	11/08/2024	Open			Accounts Payable	AT&T CORP	\$3,231.40		
110536	11/08/2024	Open			Accounts Payable	AYALA, SOCORRO	\$150.00		
110537	11/08/2024	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$163.18		
110538	11/08/2024	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$993.07		
110539	11/08/2024	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$4,064.32		
110540	11/08/2024	Open			Accounts Payable	CAMARILLO, LESLY	\$150.00		
110541	11/08/2024	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$4,934.74		
110542	11/08/2024	Open			Accounts Payable	DE LA HOYA, TADEO	\$59.00		
110543	11/08/2024	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$145,204.61		
110544	11/08/2024	Open			Accounts Payable	EMPIRE MACHINERY	\$234.01		
110545	11/08/2024	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
110546	11/08/2024	Open			Accounts Payable	ERFERT, RICK	\$475.52		
110547	11/08/2024	Open			Accounts Payable	FELIX, FABIAN	\$91.00		
110548	11/08/2024	Open			Accounts Payable	GARCIA, PABLO	\$126.00		
110549	11/08/2024	Open			Accounts Payable	HAJOCA CORPORATION	\$61.79		
110550	11/08/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$77.36		
110551	11/08/2024	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	\$344.64		
110552	11/08/2024	Open			Accounts Payable	IPS GROUP INC	\$342.51		
110553	11/08/2024	Open			Accounts Payable	IRON MOUNTAIN INC	\$126.96		
110554	11/08/2024	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$4,953.25		
110555	11/08/2024	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$4,174.07		
110556	11/08/2024	Open			Accounts Payable	LA BODEGA, LLC	\$216.86		
110557	11/08/2024	Open			Accounts Payable	LOOMIS	\$1,763.62		
110558	11/08/2024	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$350.00		
110559	11/08/2024	Open			Accounts Payable	LOWE'S HIW, INC.	\$4,695.84		
110560	11/08/2024	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$120.00		
110561	11/08/2024	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$892.20		
110562	11/08/2024	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$995.58		
110563	11/08/2024	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$1,756.98		
110564	11/08/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$237.00		
110565	11/08/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$108.00		

SCHEDULE B

Payment Register

From Payment Date: 11/4/2024 - To Payment Date: 11/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
110566	11/08/2024	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$225.00		
110567	11/08/2024	Open			Accounts Payable	RAMIREZ, EDUARDO	\$91.00		
110568	11/08/2024	Open			Accounts Payable	RIVERA MARK	\$175.00		
110569	11/08/2024	Open			Accounts Payable	ROBERT HALF INC.	\$1,400.00		
110570	11/08/2024	Open			Accounts Payable	RODARTE, RODRIGO	\$91.00		
110571	11/08/2024	Open			Accounts Payable	RUIZ, MONICA	\$150.00		
110572	11/08/2024	Open			Accounts Payable	RUSH TRUCK CENTER	\$4,745.67		
110573	11/08/2024	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	\$331.13		
110574	11/08/2024	Open			Accounts Payable	SIGN MAKERS LLC	\$650.98		
110575	11/08/2024	Open			Accounts Payable	TISCHLERBISE, INC.	\$16,367.00		
110576	11/08/2024	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$5,034.02		
110577	11/08/2024	Open			Accounts Payable	XEROX CORPORATION	\$1,263.17		
110578	11/08/2024	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$372.40		
110579	11/08/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$2,784.35		
Type Check Totals:									
EFT									
6443	11/08/2024	Open			Accounts Payable	ALSCO, INC	\$3,903.02		
6444	11/08/2024	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$2.00		
6445	11/08/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$871.87		
6446	11/08/2024	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$13,936.10		
6447	11/08/2024	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$1,600.00		
6448	11/08/2024	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,037.44		
6449	11/08/2024	Open			Accounts Payable	BTE BODY COMPANY INC	\$524.17		
6450	11/08/2024	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$3,388.89		
6451	11/08/2024	Open			Accounts Payable	CONSTRUCTION PRODUCT MARKETING, LLC	\$4,187.68		
6452	11/08/2024	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$75.00		
6453	11/08/2024	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$348.63		
6454	11/08/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$51,429.47		
6455	11/08/2024	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$145.50		
6456	11/08/2024	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,231.67		
6457	11/08/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$383.01		
6458	11/08/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,839.00		
6459	11/08/2024	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$2,427.50		
6460	11/08/2024	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$30,022.50		
6461	11/08/2024	Open			Accounts Payable	HIREQUEST LLC	\$32,398.37		
6462	11/08/2024	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,498.61		
6463	11/08/2024	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$250.00		
6464	11/08/2024	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$42,059.72		
6465	11/08/2024	Open			Accounts Payable	NAPA AUTO PARTS	\$478.70		
6466	11/08/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,223.88		
6467	11/08/2024	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$2,600.00		
6468	11/08/2024	Open			Accounts Payable	POLAR ICE LLC	\$632.16		
6469	11/08/2024	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$108.00		

Payment Register

From Payment Date: 11/4/2024 - To Payment Date: 11/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
6470	11/08/2024	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$908.30			
6471	11/08/2024	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$7,500.00			
6472	11/08/2024	Open			Accounts Payable	ROACH PEST CONTROL	\$1,400.00			
6473	11/08/2024	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$255.69			
6474	11/08/2024	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$80.00			
6475	11/08/2024	Open			Accounts Payable	SEA-WESTERN, INC.	\$406.69			
6476	11/08/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,236.36			
6477	11/08/2024	Open			Accounts Payable	SPECTRUM BUSINESS	\$6,596.84			
6478	11/08/2024	Open			Accounts Payable	STRONG, CAMERON, T	\$8,575.00			
6479	11/08/2024	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$451.69			
6480	11/08/2024	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$968.74			
6481	11/08/2024	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$1,632.00			
6482	11/08/2024	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$250.05			
6483	11/08/2024	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,326.93			
6484	11/08/2024	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$455.33			
6485	11/08/2024	Open			Accounts Payable	YUMA SUN INC	\$266.00			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							43 Transactions	\$232,912.51		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$272,447.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	56	\$272,447.79	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	\$232,912.51	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 11/4/2024 - To Payment Date: 11/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		0	\$0.00	\$0.00
					Total		43	\$232,912.51	\$0.00
Grand Totals:									
		All			Status		Count	Transaction Amount	Reconciled Amount
					Open		99	\$505,360.30	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		99	\$505,360.30	\$0.00
					Checks			Transaction Amount	Reconciled Amount
					Open		56	\$272,447.79	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		56	\$272,447.79	\$0.00
					EFTs			Transaction Amount	Reconciled Amount
					Open		43	\$232,912.51	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		43	\$232,912.51	\$0.00
					All			Transaction Amount	Reconciled Amount
					Open		99	\$505,360.30	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		99	\$505,360.30	\$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: 2024.11.08 18:00:18 -0700'



Pay Day Register

Pay Date Range 11/01/24 - 11/30/24

Pay Batch 202411M

Pay Batch 202411M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,650.00	ASRS Council	1,800.00
806 - TELEPHONE STIPEND	.0000	100.00	Imputed Income		ASRS LTD Council	1,800.00
Total	0.0000	\$7,650.00	FEDERAL TAX WITHHOLDING	160.49	ASRS/EORP - LEGACY RATE	1,800.00
			SOCIAL SECURITY TAX	474.30	Dental Council	.00
			MEDICARE	110.92	EODCRS - COUNCIL	2,650.00
			STATE WITHHOLDING	107.11	EODCRS - DISABILITY	2,650.00
			ASRS Council	218.16	EODCRS/EORP LEGACY RATE	2,650.00
			ASRS LTD Council	2.70	Health Council	.00
			Council Retirement EORP	403.00	Retirement Council EORP	3,100.00
			Dental Council	143.51	Vision Council	.00
			EODCRS - COUNCIL	212.00	Total	\$11,700.78
			EODCRS - DISABILITY	3.71		
			GARNISHMENT	221.11		
			Medical Council	1,440.28	Employer Taxes	Gross Base
			Vision Council	41.82	MEDICARE	7,650.00
			Net	\$4,110.89	SOCIAL SECURITY TAX	7,650.00
					SUTA/UNEMPLOYMENT	7,650.00
					Total	\$631.12
					Workers' Comp	Gross Base
					MUNICIPAL/ TOWN/	7,650.00
					Total	\$133.89
					Direct Deposits	Amount
					1st Bank Yuma	2,373.27
					Chase Bank	823.99
					Navy Federal	167.18
					REALTORS FED CRED UNION	31.92
					Wells Fargo	714.53
					Total	\$4,110.89
					Check	\$0.00

Miguel M.
Ramirez

Digitally signed by: Miguel M. Ramirez
DN: CN = Miguel M. Ramirez email = mramirez@sanluisaz.gov C = AD O = City of San Luis, Finance Dept.
Date: 2024.11.14 07:42:59 -07'00'

SCHEDULE C



AGENDA ITEM REVIEW FORM

Special City Council Meeting

5. C.

Meeting Date: 11/20/2024

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a Memorandum of Understanding with the City of Yuma regarding equipment received from the Arizona Department of Emergency and Military Affairs (AZDEMA). (Angel Ramirez, Fire Chief).

SUMMARY:

The Memorandum of Understanding (MOU) between the City of San Luis and the City of Yuma concerning equipment provided to the San Luis Fire Department by the Arizona Department of Emergency and Military Affairs (AZDEMA).

This MOU will enhance regional emergency response and preparedness. By formalizing this agreement with Yuma, we will have clarified responsibilities and established processes for the effective use, maintenance, and deployment of AZDEMA-provided equipment. This collaboration not only increases our fire department's operational capabilities but also bolsters regional safety and readiness for emergency situations.

Additionally, an MOU with Yuma will help streamline mutual aid during emergencies, leveraging equipment and training from both cities to ensure a swift, coordinated response to incidents that impact our community and neighboring areas. This is particularly vital as our region continues to grow, presenting new challenges and demands on our public safety resources.

This MOU represents a valuable investment in public safety, collaboration, and resource efficiency for San Luis and our surrounding communities. I appreciate the work the City Council has done to support the San Luis Fire Department and believe this agreement will further our collective goals of community protection and resilience.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS (AZDEMA), AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A

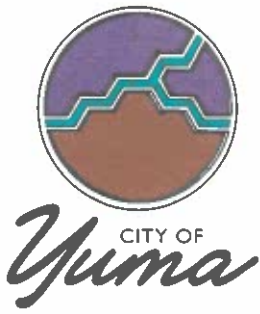
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

N/A

Attachments

MOU YFD



October 7, 2024

City of San Luis
Attn: Fire Chief
P.O. Box 445
San Luis, AZ 85349

Re: Resolution authorizing an Intergovernmental Agreement between the City of Yuma and the City of San Luis

Dear Fire Chief:

Enclosed are two duplicate originals of the above referenced agreement. Please have both agreements signed by the City Manager, City Clerk and City Attorney. Once signed please return the agreements to the Yuma City Clerk's Office in the envelope provided. We will return one original duplicate agreement when all signatures have been received.

If you have any questions, please do not hesitate to contact me by email at Carolina.Quiroz@YumaAZ.gov or by phone at (928) 373-5035.

Sincerely,

Carolina Quiroz
Administrative Specialist
(928) 373-5035

INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SAN LUIS, ARIZONA, REGARDING A SPECIALIZED LADDER AND RESCUE COMPONENTS PROCURED BY THE CITY OF YUMA AND DESIGNATED FOR USE BY THE CITY OF SAN LUIS, ARIZONA FIRE DEPARTMENT (SLFD)

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Yuma, an Arizona municipal corporation (“Yuma”) and the City of San Luis, also an Arizona municipal corporation (“San Luis”). Yuma and San Luis are sometimes referred to collectively as the “Parties.”

RECITALS

WHEREAS, on June 18, 2024, the Arizona Department of Emergency and Military Affairs (DEMA) approved a grant amendment for the City of Yuma to procure and retain ownership of specialized border fencing access equipment; and,

WHEREAS, DEMA stipulated that once procured, the City would transfer the equipment to San Luis as an indefinite loan until such time as San Luis no longer requires the equipment, and the equipment shall then be returned to the City of Yuma; and,

WHEREAS, San Luis will be responsible for the use, inventory, care, and maintenance of the transferred equipment and is not authorized to surplus, sell, or otherwise dispose of the equipment; and,

WHEREAS, the Parties intend to provide first responder emergency access for rescue of individuals stuck on the border fence with Mexico; and,

WHEREAS, the Parties desire to render assistance to one another in accordance with the terms of this Agreement to provide the highest level of services and most effective use of local fire department resources working collaboratively through intergovernmental cooperation;

NOW, THEREFORE, in consideration of the recitals and the mutual terms and conditions of this Agreement, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to outline the roles, responsibilities, and indemnities for the City of Yuma and the City of San Luis.

2. **Equipment Procurement and Ownership.**

2.1. Yuma shall act as the procuring agency and retain ownership rights to the equipment shown below (collectively, “Equipment”).

DESCRIPTION	QTY	UNIT PRICE	PRICE
AK-APA-5-U (Ascender STANDARD Kit)	1	97,430.10	97,430.10
AK-LNCR=COMPACT-TAC (Launcher Kit COMPLETE)	1	63,119.20	63,119.20
AK-UPL-S-10.0HK-B (Monopole STANDARD VBSS Med Kit)	1	67,608.44	67,608.44
UPL (Ladder Section)	4	8,579.32	34,317.28
ATL-150ft-10.5mm (Rope)	2	714.29	1,428.58
AK-ATLAS-APP (Magnets STANDARD Kit)	1	24,461.51	24,461.51
AT-NET-LVL-1 (Training/Student)	24	.00	.00
AT-TRAVEL-CUSTOM	2	1,650.00	3,300.00
SALES TAX (AZ 8.412%)	1	24,257.27	24,257.27
Subtotal			315,922.38
Total USD Including Tax			315,922.38

2.2 Yuma shall use accepted procurement methods to obtain the equipment.

2.3 Yuma shall seek and obtain reimbursement for the equipment from DEMA.

2.2. Yuma shall transfer the equipment to San Luis as an indefinite loan.

3. Responsibilities of San Luis.

3.1. San Luis shall be responsible for the use, inventory, care, and maintenance of the transferred equipment.

3.2. Loss, damage, or malfunction of the equipment shall be promptly reported to the Yuma Fire Department.

3.3. San Luis is not authorized to surplus, sell, or otherwise dispose of the equipment.

3.4. Should San Luis no longer require the equipment or in the event of termination of this Agreement, notification shall be made to the Yuma Fire Department and the Equipment shall be returned to the City of Yuma within 30 days.

4. Responsibilities of the City.

4.1. Compliance and Reporting. Yuma Fire Department shall submit quarterly compliance reports to DEMA on behalf of San Luis.

4.2 Training.

4.1.1. Yuma shall include designated members of the SLFD in the New Equipment Training delivered by the vendor.

4.1.2. Trained SLFD employees shall be responsible for delivering the training to all members of the SLFD.

5. Indemnification and Liability.

5.1 Yuma shall not be liable for any damage, injury, or death arising from the use, including improper use of the Equipment, malfunction, or failure of the Equipment, or any other circumstances arising from the use of the Equipment. San Luis shall indemnify Yuma against any and all claims relating to the use of the Equipment.

5.2. San Luis shall maintain no less than \$1,000,000.00 liability and worker's compensation insurance to cover claims arising from damage or injury incurred while using the Equipment. Such insurance shall contain endorsements naming the City of Yuma and Arizona DEMA as additional insureds, shall be primary, and shall include an endorsement waiving any right of subrogation against the additional insureds.

6. Termination. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

7. Miscellaneous.

7.1. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or Agreements, whether written or oral.

7.2. Any amendments or modifications to this Agreement must be in writing and signed by an authorized representative of both Parties.

8. Notice. All notices or other communications must be in writing and are deemed duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

YUMA: City of Yuma
 Attn: Fire Chief
 One City Plaza
 Yuma, AZ 85364

San Luis: City of San Luis
 Attn: Fire Chief
 P. O. Box 445
 San Luis, AZ 85349

If either Party changes address, the Party must give written notice to the other Party. Notice of change of address is deemed effective five (5) days after mailing by the Party changing its address.

9. **Headings**. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

10. **Authority**.

14.1. The Yuma City Council enters into this Agreement pursuant to its power to adopt intergovernmental Agreements as granted in Article III, Section 13 of the City of Yuma Charter and A.R.S. § 11-952.

14.2. The San Luis City Council enters into this Agreement pursuant to its power to adopt intergovernmental Agreements as granted and A.R.S. § 11-952.

11. **Anti-Deficiency Act**. Nothing in this Agreement shall be construed as requiring the Parties to act in violation of any applicable state, federal, or local statute, rule, or regulation including, but not limited to, the Anti-Deficiency Act.

12. **Jurisdiction/Venue/Applicable Law**. The Parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. **Workers Compensation**. The employees, agents, officials, or representatives of the Parties will not for any purpose be considered employees, agents, officials, or representatives of the other. Each Party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, and payment of salary (including withholding income taxes, etc.).

Solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws, an employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue.

Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental Agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purpose of worker's compensation."

14. **Conflict of Interest.** This Agreement is subject to the conflict of interest and cancellation provisions of A.R.S. § 38-511, as amended, the provisions of which are incorporated by reference.

15. **Attorneys' Fees and Costs.** If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.

16. **Independent Contractor/No Partnership.** 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. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.

17. **E-Verify.** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Failure by any Party to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement. To the extent authorized under A.R.S. § 44-4401, each Party shall have the right to inspect the documents of any employee who performs work under this Agreement for the purpose of ensuring that the other Party is in compliance with the warranty in this provision.

18. **Compliance with All Laws.** Each Party shall comply with all applicable federal, state, and local laws, rules, regulations, Arizona DEMA grant provisions, and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of the Agreement and any disputes hereunder. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply but do not require an amendment of this Agreement.

19. **Boycott of Israel.** The Parties certify that they are not currently engaged in and agree for the duration of this Agreement that they will not engage in a "boycott," as that term is defined in A.R.S. § 35-393, of Israel.

20. **Provisions Required by Law.** Each provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be amended to make such insertion or correction.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Agreement has been executed on the dates and year herein below.

Date: _____, 2024

Date: _____, 2024

CITY OF YUMA

CITY OF SAN LUIS

John D. Simonton
City Administrator

Jenny Torres
City Manager

ATTEST:

ATTEST:

Lynda L. Bushong
City Clerk

Sonia Cornelio
City Clerk

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the City Charter to the City of Yuma.

Richard W. Files, City Attorney

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of San Luis, Arizona. The undersigned has determined this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of San Luis.

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. A.

Meeting Date: 11/20/2024

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase annual ammunition for the San Luis Police Department using fiscal year 2025 budgeted funds. **(Alan Guevara, Lieutenant)**

SUMMARY:

The San Luis Police Department is requesting to use fiscal year 2025 budgeted funds to purchase ammunition. The purchase will be made with the vendor, San Diego Police Equipment, using state contract number 1-21-13-02A.

The total purchase amount will be \$59,225.40, which requires the council's approval because it is greater than the \$45,000.00 purchasing limit. Bidding is not required because this is a cooperative purchase as described under San Luis City Code-Purchasing Section 3.050.90

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF AMMUNITION FOR THE SAN LUIS POLICE DEPARTMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$60,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$59,224.40
BUDGETED AMOUNT:	\$96,000
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Ammunition 100-181-60036/\$81,336.51

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

The purchase amount will remain within the available budgeted amount, and not exceed the available balance in GL account 100-181-60036.

Attachments

Ammunition Quote
State Contract





SAN DIEGO POLICE EQUIPMENT Co. INC.

DATE: 10/11/24
 EXPIRES: 11/30/24
 TERMS: NET 30
 QUOTED BY: JEREMY STALEY

QUOTE



TO: ALAN GUEVARA	SHIP TO:
AGENCY: SAN LUIS POICE DEPARTMENT	ATTN:
PHONE: 9289196682	
FAX:	PO / REF#:
EMAIL: AGUEVARA@SANLUIAZ.GOV	AUTH BY:

TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	ETA	UNIT PRICE	EXT. PRICE
10	CS/1000	CCI-53620	SPEER LAWMAN 9MM 147GR TMJ	1-2 Months	\$242.12	\$2,421.20
20	CS/1000	CCI-53619	SPEER GOLD DOT 9MM 147GR GDHP	3-4 Months	\$398.42	\$7,968.40
15	CS/500	SIM-FF9R2 >	FORCE ON FORCE 9MM MARKER ROUND, RED	2-3 Months	\$369.00	\$5,535.00
20	CS/1000	CCI-53365	SPEER LAWMAN RHT 9MM 100GR FRANGIBLE	2-4 Months	\$469.37	\$9,387.40
20	CS/500	CCI-24445SP	SPEER GOLD DOT .223 62GR GDSP	6-8 Months	\$329.56	\$6,591.20
36	CS/500	FED-AE223	FEDERAL .223 55GR FMJ-BT	2-3 Months	\$248.21	\$8,935.56
20	CS/500	FED-BC556NX1	FEDERAL 5.56MM 50GR FRANGIBLE	1 Month	\$434.00	\$8,680.00
10	CS/500	SIM-FF556B1 >	FORCE ON FORCE 5.56MM MARKER ROUND, BLUE	2-3 Months	\$429.00	\$4,290.00

NOTES: FOR DEPARTMENT PURCHASE ONLY	SUBTOTAL:	\$53,808.76
State contract #1-21-13-02A	TAX% 0.09600	\$5,165.64
>	FREIGHT:	\$250.00
	TOTAL:	\$59,224.40

ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111

Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530

E-mail: Sales@Sandiegopoliceequipment.com



**Department of General Services
Procurement Division**

707 Third Street, Second Floor, West Sacramento, CA 95605
(916) 375-4400 (800) 559-5529

Broadcast Date: November 22, 2023

Bulletin #: K-79-23

**TO: Purchasing Authority Contacts (PACs)
Procurement and Contracting Officers (PCOs)**

**RE: Ammunition, Factory Loaded – Statewide Contract – Mandatory –
Supplement 6**



This broadcast announces the posting of Supplement 6 to the User Instructions for Statewide Contract (SC) #1-21-13-02A for Ammunition, Factory Loaded.

Supplement 6 extends the contract through November 22, 2025.

Supplement 6 is available on Cal eProcure. Click on the contract number below to access the Supplement and review all changes:

Contract No.	Contractor Name
<u>1-21-13-02A</u>	San Diego Police Equipment Co. Inc.

The SC for Ammunition, Factory Loaded is mandatory for use by all State of California departments.

This SC is considered an Environmentally Preferable Purchasing (EPP) or “green” contract. The contract includes non-lead based ammunition. Visit the [Buying Green Guide](#) for additional EPP information.

If you have questions regarding this notification, please contact:

Frank Martin
Frank.Martin@dgs.ca.gov
(279) 946-8035



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. B.

Meeting Date: 11/20/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Jose A. Guzman, Director of Development Services, Development Services

Action Requested: Motion

Ordinance

Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2024-0835 and Ordinance No. 456. An ordinance of the Mayor and City Council of San Luis, Arizona, amending Title 18 of the City Code, Zoning Regulations, to revise Section 18.15.030(G) in compliance with updates to the Arizona Revised Statutes by establishing required timeframes for review of rezoning applications; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Ordinance No. 456 by title only
- F. Action on Ordinance No. 456

SUMMARY:

This text amendment is a response to Senate Bill 1162, enacted by the Arizona Legislature in 2024, which amends the Arizona Revised Statutes to require municipalities to establish specific review and decision timeframes for zoning applications. Key provisions of SB 1162 mandate that municipalities determine whether a zoning application is administratively complete within 30 days of receipt and that the City Council approve or deny the rezoning application within 180 days after the application is deemed complete. These requirements aim to streamline the zoning process, reduce delays, and support timely housing and development projects.

To comply with SB 1162, the City of San Luis must adopt these review standards on or before January 1, 2025. This text amendment will bring city zoning regulations in line with state requirements, creating a more structured process that benefits both applicants and staff by supporting accountability and predictability in the zoning process.

PROPOSED AMENDMENT:

The proposed text amendment introduces two key timelines within the city's zoning code:

- **30-Day Administrative Completeness Review:** Development Services will review all zoning applications within 30 days of receipt to determine if they are administratively complete. If an application is incomplete, applicants will be notified in writing, provided with a list of any deficiencies, and given guidance on the re-submission process.
- **180-Day Council Decision Requirement:** Once an application is deemed complete, the City

Council is required to approve or deny the rezoning application within 180 days.

This amendment not only aligns city regulations with state law but also facilitates a predictable and efficient zoning process, which is crucial for managing development effectively.

STAFF RECOMMENDATION:

Staff has reviewed internal procedures to integrate this new requirement without disrupting our overall workflow.

SB1162 legislation imposes a maximum rezoning review timeframe of 210 calendar days, a significant reduction for many municipalities that previously had review periods exceeding 300 days. However, this regulation has minimal impact on the City of San Luis, as our current process already meets this standard, with an average review time of just 50 business days (approximately 70 calendar days).

Given the city's rapid growth and limited resources, staff will be conducting a thorough review of all permit application timeframes. This evaluation aims to align processing timelines with departmental resources, creating reasonable expectations for applicants and supporting efficient, high-quality service delivery.

This amendment supports our commitment to customer service by establishing clear expectations and responsive timelines, essential to fostering accountability and transparency in the development process. Therefore, staff recommends approval of Text Amendment Case No. 2024-0835 and adoption of Ordinance No. 456.

RECOMMENDATION / SUGGESTED MOTION:

- A. STAFF AND/OR APPLICANT PRESENTATION**
- B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING**
- C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM**
- D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING**
- E. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 456 BY TITLE ONLY
(CITY CLERK TO READ THE ORDINANCE BY TITLE ONLY)**
- F. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 456**

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. 456
Proposed Amendments
Arizona Senate Bill 1162



Ordinance

No. 456

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING TITLE 18 OF THE CITY CODE, ZONING REGULATIONS, TO REVISE SECTION 18.150.30(G) IN COMPLIANCE WITH UPDATES TO THE ARIZONA REVISED STATUTES BY ESTABLISHING REQUIRED TIMEFRAMES FOR REVIEW OF REZONING APPLICATIONS; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Arizona Legislature adopted S.B. 1162, codified as Ariz. Rev. Stat. § 9-462.10, which mandates that cities and towns adopt zoning code amendments on or before January 1, 2025, related to the approval of residential zoning applications; all required public hearings have been held and all public notices have been posted;

WHEREAS, this Ordinance is being adopted by the City Council to comply with the new mandates under S.B. 1162 and;

WHEREAS, all required public hearings have been held and all public notices have been posted;

WHEREAS, staff and the Planning and Zoning Commission made a recommendation of approval;

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

Section 1. Subsection 18.15.030(G) of the San Luis City Code entitled "Procedures" is proposed to read as follows:

(G) *Procedures.* All zoning map changes (rezoning) and text amendment applications shall be processed in the manner outlined herein.

(1) A pre-application conference may be scheduled and attended by the applicant with the Zoning Administrator to discuss the proposal.

(2) The petitioner shall submit a completed application, the required fees, and all materials and studies related to the development plan or the proposed text amendment.

(3) The Zoning Administrator, or designee, shall review the applications and determine whether a zoning application is administratively complete within thirty (30) days after receiving an application.

- (a) If it is determined that the application is not administratively complete, a comprehensive list of specific deficiencies shall be provided to the applicant, either in writing or electronically.
- (b) A determination of whether a resubmitted application is administratively complete shall be made within fifteen (15) days after receiving it. Additional notices of deficiencies may be provided based on the applicant's submission of missing information.
- (c) An application shall be considered administratively complete when all necessary forms and/or information have been provided and fees have been paid. A notation of the date shall be made on the application record, and initiation of the substantive review process may begin.
- (d) During the substantive review time frame, the City may identify other requirements that have not been addressed by the application and provide a written or electronic comprehensive request for corrections. Upon issuance of a request for corrections, the substantive review period and the overall time frame shall be paused until the applicant resubmits the required corrections.
- (e) An application will be considered withdrawn if, by thirty (30) days after the date of the notice or request for corrections, the applicant does not supply the documentation and information requested or an explanation of why the information cannot be provided within the established time period.

(4) After determining that the application is administratively complete, the application will be forwarded to the appropriate reviewing agencies and City departments for comments and a public hearing will be scheduled.

(5) As a prerequisite to the Commission public hearing, the application must first be presented to the public at the citizen review meeting, conducted by the Zoning Administrator, in accordance with the provisions outlined in SLCC 18.15.010(C). The citizen review meeting is only required for applications involving a zoning ordinance that changes any property from one zone to another, that imposes any regulation not

previously imposed or that removes or modifies any such regulation previously imposed, and/or an application for a specific plan.

(6) The Commission, in accordance with the requirements of A.R.S. § 9-462.04, shall conduct a public hearing. Notification of the public hearing shall be provided as set forth in A.R.S. § 9-462.04 and SLCC 18.15.020.

(7) The Commission shall render a decision in the form of a written recommendation for: (a) approval, (b) approval with conditions, or (c) denial of the petitioned rezoning or zoning text amendment. The recommendation shall then be forwarded to the Mayor and Council unless withdrawn in writing by the applicant.

(8) The City Council shall: (a) approve, (b) approve with conditions, or (c) deny the rezoning or zoning text amendment request within 180 days of the determination that the application is administratively complete. Approval of a petition to rezone land may not be enacted as an emergency measure and the rezoning shall not become effective for at least 30 days after City Council approval. The City may extend the time frame to approve or deny beyond one hundred and eighty (180) days as follows:

(a) Staff may grant a one-time extension of not more than thirty (30) days for extenuating circumstances; or

(b) Staff may grant extensions in thirty (30) days increments at the request of the applicant.

(9) Subsections 18.15.030(G) (3) and (4) above do not apply to land that is designated as a district of historical significance pursuant to A.R.S. §9-462.01(a) and an area that is designated as historic on the national register of historic places.

(10) When an application for rezoning is accompanied by an application for a conditional use permit or subdivision plat approval, both applications may be processed and reviewed concurrently. If the proposed rezoning is not in compliance with the City of San Luis General Plan – Land Use Plan, an application for an amendment to the Land Use Plan shall be submitted by the applicant in accordance with A.R.S. § 9-461.06, the City of San Luis General Plan, and SLCC 18.15.090.

Section 2. In the event of a conflict between the provisions of this ordinance and any other ordinance, order, resolution, regulation, or policy, 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 or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 20th day of November 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

TEXT AMENDMENT CASE NO. 2024-0835
SB 1162 – REZONING APPLICATION REVIEW TIMEFRAMES
CITY OF SAN LUIS CODE – CHAPTER 18: ZONING REGULATIONS
PROPOSED AMENDMENTS

Unless otherwise stated, provisions that are being deleted are shown in bold red strikethrough text like this: ~~Provisions that are being deleted are shown with a bold red strikethroughs text.~~

Provisions that are being added are shown in double-underlined bold blue text, like this: Provisions that are being added are shown in double-underlined bold blue text.

Subsection 18.15.030 (G) of the San Luis City Code entitled “Procedures” is proposed to read as follows:

(G) *Procedures.* All zoning map changes (rezoning) and text amendment applications shall be processed in the manner outlined herein.

- (1) A pre-application conference may be scheduled and attended by the applicant with the Zoning Administrator to discuss the proposal.
- (2) The petitioner shall submit a completed application, the required fees, and all materials and studies related to the development plan or the proposed text amendment.

(3) The Zoning Administrator, or designee, shall review the applications and determine whether a zoning application is administratively complete within thirty (30) days after receiving an application.

- (a) If it is determined that the application is not administratively complete, a comprehensive list of specific deficiencies shall be provided to the applicant, either in writing or electronically.**
- (b) A determination of whether a resubmitted application is administratively complete shall be made within fifteen (15) days after receiving it. Additional notices of deficiencies may be provided based on the applicant’s submission of missing information.**
- (c) An application shall be considered administratively complete when all necessary forms and/or information have been provided and fees have been paid. A**

notation of the date shall be made on the application record, and initiation of the substantive review process may begin.

(d) During the substantive review time frame, the City may identify other requirements that have not been addressed by the application and provide a written or electronic comprehensive request for corrections. Upon issuance of a request for corrections, the substantive review period and the overall time frame shall be paused until the applicant resubmits the required corrections.

(e) An application will be considered withdrawn if, by thirty (30) days after the date of the notice or request for corrections, the applicant does not supply the documentation and information requested or an explanation of why the information cannot be provided within the established time period.

~~(34) Once the Zoning Administrator has determined that the application package is complete and all necessary information has been submitted~~ After determining that the application is administratively complete, the application will be forwarded to the appropriate reviewing agencies and City departments for comments and a public hearing will be scheduled.

(45) As a prerequisite to the Commission public hearing, the application must first be presented to the public at the citizen review meeting, conducted by the Zoning Administrator, in accordance with the provisions outlined in SLCC 18.15.010(C). The citizen review meeting is only required for applications involving a zoning ordinance that changes any property from one zone to another, that imposes any regulation not previously imposed or that removes or modifies any such regulation previously imposed, and/or an application for a specific plan.

(56) The Commission, in accordance with the requirements of A.R.S. § 9-462.04, shall conduct a public hearing. Notification of the public hearing shall be provided as set forth in A.R.S. § 9-462.04 and SLCC 18.15.020.

(67) The Commission shall render a decision in the form of a written recommendation for: (a) approval, (b) approval with conditions, or (c) denial of the petitioned rezoning or zoning text amendment. The recommendation shall then be forwarded to the Mayor and Council unless withdrawn in writing by the applicant.

(78) The City Council shall: (a) approve, (b) approve with conditions, or (c) deny the rezoning or zoning text amendment request within 180 days of the determination that the application is administratively complete. Approval of a petition to rezone land may not be enacted as an emergency measure and the rezoning shall not become effective for at least 30 days after City Council approval. The City may extend the time frame to approve or deny beyond one hundred and eighty (180) days as follows:

(a) Staff may grant a one-time extension of not more than thirty (30) days for extenuating circumstances; or

(b) Staff may grant extensions in thirty (30) days increments at the request of the applicant.

(9) Subsections 18.15.030(G) (3) and (4) above do not apply to land that is designated as a district of historical significance pursuant to A.R.S. §9-462.01(a) and an area that is designated as historic on the national register of historic places.

(810) When an application for rezoning is accompanied by an application for a conditional use permit or subdivision plat approval, both applications may be processed and reviewed concurrently. If the proposed rezoning is not in compliance with the City of San Luis General Plan – Land Use Plan, an application for an amendment to the Land Use Plan shall be submitted by the applicant in accordance with A.R.S. § 9-461.06, the City of San Luis General Plan, and SLCC 18.15.090.

~~telecommunications fund; report; posting~~
(now: residential zoning; housing; assessment; hearings)

State of Arizona
Senate
Fifty-sixth Legislature
Second Regular Session
2024

CHAPTER 172
SENATE BILL 1162

AN ACT

AMENDING SECTION 9-462.04, ARIZONA REVISED STATUTES; AMENDING TITLE 9, CHAPTER 4, ARTICLE 6.1, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-462.10; AMENDING TITLE 9, CHAPTER 4, ARTICLE 6.4, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-469; RELATING TO MUNICIPALITIES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 9-462.04, Arizona Revised Statutes, is amended
3 to read:

4 9-462.04. Public hearing required; definition

5 A. If the municipality has a planning commission or a hearing
6 officer, the planning commission or hearing officer shall hold a public
7 hearing on any zoning ordinance. Notice of the time and place of the
8 hearing including a general explanation of the matter to be considered and
9 including a general description of the area affected shall be given at
10 least fifteen days before the hearing in the following manner:

11 1. The notice shall be published at least once in a newspaper of
12 general circulation published or circulated in the municipality, or if
13 there is none, it shall be posted on the affected property in such a
14 manner as to be legible from the public right-of-way and in at least ten
15 public places in the municipality. A posted notice shall be printed so
16 that the following are visible from a distance of one hundred feet: the
17 word "zoning", the present zoning district classification, the proposed
18 zoning district classification and the date and time of the hearing.

19 2. In proceedings involving rezoning of land that abuts other
20 municipalities or unincorporated areas of the county or a combination of a
21 municipality and an unincorporated area, copies of the notice of public
22 hearing shall be transmitted to the planning agency of the governmental
23 unit abutting such land. In proceedings involving rezoning of land that
24 is located within the territory in the vicinity of a military airport or
25 ancillary military facility as defined in section 28-8461, the
26 municipality shall send copies of the notice of public hearing by first
27 class mail to the military airport. In addition to notice by publication,
28 a municipality may give notice of the hearing in any other manner that the
29 municipality deems necessary or desirable.

30 3. In proceedings that are not initiated by the property owner
31 involving rezoning of land that may change the zoning classification,
32 notice by first class mail shall be sent to each real property owner, as
33 shown on the last assessment of the property, of the area to be rezoned
34 and all property owners, as shown on the last assessment of the property,
35 within three hundred feet of the property to be rezoned.

36 4. In proceedings involving one or more of the following proposed
37 changes or related series of changes in the standards governing land uses,
38 notice shall be provided in the manner prescribed by paragraph 5 of this
39 subsection:

40 (a) A ten percent or more increase or decrease in the number of
41 square feet or units that may be developed.

42 (b) A ten percent or more increase or reduction in the allowable
43 height of buildings.

1 (c) An increase or reduction in the allowable number of stories of
2 buildings.

3 (d) A ten percent or more increase or decrease in setback or open
4 space requirements.

5 (e) An increase or reduction in permitted uses.

6 5. In proceedings governed by paragraph 4 of this subsection, the
7 municipality shall provide notice to real property owners pursuant to at
8 least one of the following notification procedures:

9 (a) Notice shall be sent by first class mail to each real property
10 owner, as shown on the last assessment, whose real property is directly
11 governed by the changes.

12 (b) If the municipality issues utility bills or other mass mailings
13 that periodically include notices or other informational or advertising
14 materials, the municipality shall include notice of the changes with such
15 utility bills or other mailings.

16 (c) The municipality shall publish the changes before the first
17 hearing on such changes in a newspaper of general circulation in the
18 municipality. The changes shall be published in a "display ad" covering
19 not less than one-eighth of a full page.

20 6. If notice is provided pursuant to paragraph 5, subdivision (b)
21 or (c) of this subsection, the municipality shall also send notice by
22 first class mail to persons who register their names and addresses with
23 the municipality as being interested in receiving such notice. The
24 municipality may charge a fee not to exceed \$5 per year for providing this
25 service and may adopt procedures to implement this paragraph.

26 7. Notwithstanding the notice requirements in paragraph 4 of this
27 subsection, the failure of any person or entity to receive notice does not
28 constitute grounds for any court to invalidate the actions of a
29 municipality for which the notice was given.

30 B. If the matter to be considered applies to territory in a high
31 noise or accident potential zone as defined in section 28-8461, the notice
32 prescribed in subsection A of this section shall include a general
33 statement that the matter applies to property located in the high noise or
34 accident potential zone.

35 C. After the hearing, the planning commission or hearing officer
36 shall render a decision in the form of a written recommendation to the
37 governing body. The recommendation shall include the reasons for the
38 recommendation and be transmitted to the governing body in the form and
39 manner prescribed by the governing body.

40 D. If the planning commission or hearing officer has held a public
41 hearing, the governing body may adopt the recommendations of the planning
42 commission or hearing officer without holding a second public hearing if
43 there is no objection, request for public hearing or other protest. The
44 governing body shall hold a public hearing if requested by the party
45 aggrieved or any member of the public or of the governing body, or, in any

1 case, if a public hearing has not been held by the planning commission or
2 hearing officer. The governing body may consider the testimony of any
3 party aggrieved when making its decision. In municipalities with
4 territory in the vicinity of a military airport or ancillary military
5 facility as defined in section 28-8461, the governing body shall hold a
6 public hearing if, after notice is transmitted to the military airport
7 pursuant to subsection A of this section and before the public hearing,
8 the military airport provides comments or analysis concerning the
9 compatibility of the proposed rezoning with the high noise or accident
10 potential generated by military airport or ancillary military facility
11 operations that may have an adverse impact on public health and safety,
12 and the governing body shall consider and analyze the comments or analysis
13 before making a final determination. Notice of the time and place of the
14 hearing shall be given in the time and manner provided for the giving of
15 notice of the hearing by the planning commission as specified in
16 subsection A of this section. A municipality may give additional notice
17 of the hearing in any other manner as the municipality deems necessary or
18 desirable. For the purposes of this subsection, "party aggrieved" means
19 any property owner within the notification area prescribed by subsection
20 A, paragraph 3 of this section.

21 E. A municipality may enact an ordinance authorizing county zoning
22 to continue in effect until municipal zoning is applied to land previously
23 zoned by the county and annexed by the municipality, but not longer than
24 six months after the annexation.

25 F. A municipality is not required to adopt a general plan before
26 the adoption of a zoning ordinance.

27 G. If there is no planning commission or hearing officer, the
28 governing body of the municipality shall perform the functions assigned to
29 the planning commission or hearing officer.

30 H. If the owners of twenty percent or more of the property by area
31 and number of lots, tracts and condominium units within the zoning area of
32 the affected property, **EXCLUDING GOVERNMENT OWNED PROPERTY**, file a protest
33 in writing against a proposed amendment, the change shall not become
34 effective except by the favorable vote of three-fourths of all members of
35 the governing body of the municipality. If any members of the governing
36 body are unable to vote on such a question because of a conflict of
37 interest, then the required number of votes for passage of the question
38 shall be three-fourths of the remaining membership of the governing body,
39 provided that such required number of votes shall not be less than a
40 majority of the full membership of the legally established governing body.
41 For the purposes of this subsection, the vote shall be rounded to the
42 nearest whole number. A protest filed pursuant to this subsection shall
43 be signed by the property owners, **EXCLUDING GOVERNMENT OWNED PROPERTY**,
44 opposing the proposed amendment and filed in the office of the clerk of
45 the municipality not later than 12:00 noon one business day before the

1 date on which the governing body will vote on the proposed amendment or on
2 an earlier time and date established by the governing body.

3 I. In applying an open space element or a growth element of a
4 general plan, a parcel of land shall not be rezoned for open space,
5 recreation, conservation or agriculture unless the owner of the land
6 consents to the rezoning in writing.

7 J. Notwithstanding section 19-142, subsection B, a decision by the
8 governing body involving rezoning of land that is not owned by the
9 municipality and that changes the zoning classification of such land may
10 not be enacted as an emergency measure and the change shall not be
11 effective for at least thirty days after final approval of the change in
12 classification by the governing body.

13 K. For the purposes of this section, "zoning area" means both of
14 the following:

15 1. The area within one hundred fifty feet, including all
16 rights-of-way, of the affected property subject to the proposed amendment
17 or change.

18 2. The area of the proposed amendment or change.

19 Sec. 2. Title 9, chapter 4, article 6.1, Arizona Revised Statutes,
20 is amended by adding section 9-462.10, to read:

21 9-462.10. Residential zoning; amendment; applications;
22 deadline; extensions; applicability

23 A. ON OR BEFORE JANUARY 1, 2025, A MUNICIPALITY SHALL ADOPT AN
24 AMENDMENT TO THE MUNICIPALITY'S ZONING ORDINANCE THAT REQUIRES THE
25 MUNICIPALITY TO DETERMINE WHETHER A ZONING APPLICATION IS ADMINISTRATIVELY
26 COMPLETE WITHIN THIRTY DAYS AFTER RECEIVING THE APPLICATION. IF THE
27 MUNICIPALITY DETERMINES THAT THE APPLICATION IS NOT ADMINISTRATIVELY
28 COMPLETE, THE MUNICIPALITY SHALL FOLLOW THE PROCEDURES PRESCRIBED IN
29 SECTION 9-835, SUBSECTION E UNTIL THE APPLICATION IS ADMINISTRATIVELY
30 COMPLETE. THE MUNICIPALITY SHALL DETERMINE WHETHER A RESUBMITTED
31 APPLICATION IS ADMINISTRATIVELY COMPLETE WITHIN FIFTEEN DAYS AFTER
32 RECEIVING THE RESUBMITTED APPLICATION. AFTER DETERMINING THAT THE
33 APPLICATION IS ADMINISTRATIVELY COMPLETE, THE MUNICIPALITY SHALL APPROVE
34 OR DENY THE APPLICATION WITHIN ONE HUNDRED EIGHTY DAYS.

35 B. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, THE MUNICIPALITY
36 MAY EXTEND THE TIME FRAME TO APPROVE OR DENY THE REQUEST BEYOND ONE
37 HUNDRED EIGHTY DAYS FOR EITHER OF THE FOLLOWING REASONS:

38 1. FOR EXTENUATING CIRCUMSTANCES, THE MUNICIPALITY MAY GRANT A
39 ONETIME EXTENSION OF NOT MORE THAN THIRTY DAYS.

40 2. IF AN APPLICANT REQUESTS AN EXTENSION, THE MUNICIPALITY MAY
41 GRANT EXTENSIONS OF THIRTY DAYS FOR EACH EXTENSION GRANTED.

42 C. THIS SECTION DOES NOT APPLY TO LAND THAT IS DESIGNATED AS A
43 DISTRICT OF HISTORICAL SIGNIFICANCE PURSUANT TO SECTION 9-462.01,
44 SUBSECTION A, PARAGRAPH 10 OR AN AREA THAT IS DESIGNATED AS HISTORIC ON
45 THE NATIONAL REGISTER OF HISTORIC PLACES OR PLANNED AREA DEVELOPMENTS.

1 Sec. 3. Title 9, chapter 4, article 6.4, Arizona Revised Statutes,
2 is amended by adding section 9-469, to read:

3 9-469. Municipal housing needs assessment; annual report;
4 applicability

5 A. BEGINNING JANUARY 1, 2025 AND EVERY FIVE YEARS THEREAFTER, A
6 MUNICIPALITY SHALL PUBLISH A HOUSING NEEDS ASSESSMENT THAT INCLUDES THE
7 FOLLOWING:

8 1. THE TOTAL POPULATION GROWTH PROJECTED FOR THE SUBSEQUENT
9 FIVE-YEAR PERIOD.

10 2. THE TOTAL JOB GROWTH PROJECTED FOR THE SUBSEQUENT FIVE-YEAR
11 PERIOD.

12 3. THE TOTAL AMOUNT OF RESIDENTIALLY ZONED LAND WITH DETAIL ON LAND
13 ZONED AS SINGLE-FAMILY AND MULTIFAMILY.

14 4. THE TOTAL NEED FOR ADDITIONAL RESIDENTIAL HOUSING UNITS FOR RENT
15 AND FOR SALE IN THE MUNICIPALITY TO MEET:

16 (a) ANY DEFICIENCIES IN HOUSING THE EXISTING POPULATION.

17 (b) ANY DEFICIENCIES IN HOUSING THE EXISTING WORKFORCE.

18 (c) POPULATION GROWTH PROJECTIONS.

19 (d) JOB GROWTH PROJECTIONS.

20 (e) HOUSING NEEDS ACROSS ALL VARIOUS INCOME LEVELS.

21 B. BEGINNING JANUARY 1, 2025 AND EVERY YEAR THEREAFTER, EACH
22 MUNICIPALITY SHALL SUBMIT AN ANNUAL REPORT TO THE ARIZONA DEPARTMENT OF
23 HOUSING ACCOUNTING FOR THE TOTAL NUMBER OF PROPOSED RESIDENTIAL HOUSING
24 UNITS SUBMITTED TO THE MUNICIPALITY, THE TOTAL NUMBER OF NET NEW
25 RESIDENTIAL HOUSING UNITS SUBMITTED TO THE MUNICIPALITY AND THE TOTAL
26 NUMBER OF NEW RESIDENTIAL HOUSING UNITS THAT ARE ENTITLED, HAVE BEEN
27 PLATTED, HAVE BEEN ISSUED A BUILDING PERMIT AND HAVE RECEIVED A
28 CERTIFICATE OF OCCUPANCY BY THE MUNICIPALITY. THE ANNUAL REPORT SHALL
29 INCLUDE ALL OF THE FOLLOWING:

30 1. THE NUMBER OF HOUSING DEVELOPMENT APPLICATIONS RECEIVED IN THE
31 PRIOR YEAR.

32 2. THE NUMBER OF LOTS AND MULTIFAMILY UNITS INCLUDED IN ALL
33 DEVELOPMENT APPLICATIONS IN THE PRIOR YEAR.

34 3. THE NUMBER OF LOTS AND MULTIFAMILY UNITS APPROVED AND
35 DISAPPROVED OR OTHERWISE NOT APPROVED IN THE PRIOR YEAR.

36 4. A THRESHOLD PERCENTAGE REQUIREMENT OF MULTIFAMILY ZONED LAND
37 VERSUS SINGLE-FAMILY ZONED LAND NEEDED TO MEET POPULATION DEMAND IN EACH
38 MUNICIPALITY.

39 5. THE STATUS AND PROGRESS IN MEETING THE MUNICIPALITY'S HOUSING
40 NEEDS.

41 6. A PLAN THAT SPECIFIES HOW THE MUNICIPALITY INTENDS TO SATISFY
42 THE IDENTIFIED NEED FOR ADDITIONAL HOUSING UNITS WITHIN THE MUNICIPALITY.

43 C. A MUNICIPALITY THAT HAS CONDUCTED A HOUSING NEEDS ASSESSMENT
44 REPORT AS OF JANUARY 1, 2021 SHALL AMEND ALL EXISTING REPORTS TO INCLUDE
45 THE INFORMATION REQUIRED IN SUBSECTION A OF THIS SECTION.

1 D. THE ARIZONA DEPARTMENT OF HOUSING SHALL COMPILE THE REPORTS
2 RECEIVED PURSUANT TO SUBSECTION B OF THIS SECTION AND SUBMIT THE REPORTS
3 TO THE GOVERNOR, THE PRESIDENT OF THE SENATE AND THE SPEAKER OF THE HOUSE
4 OF REPRESENTATIVES.
5 E. THIS SECTION DOES NOT REQUIRE A MUNICIPALITY TO FULFILL THE
6 PROJECTIONS IN THE HOUSING NEEDS ASSESSMENT REQUIRED BY SUBSECTION A OF
7 THIS SECTION.
8 F. THIS SECTION DOES NOT APPLY TO A MUNICIPALITY THAT IS LOCATED ON
9 TRIBAL LAND OR A MUNICIPALITY WITH A POPULATION OF LESS THAN THIRTY
10 THOUSAND PERSONS.

APPROVED BY THE GOVERNOR APRIL 23, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 23, 2024.



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. C.

Meeting Date: 11/20/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2336. A Resolution of the Mayor and Council of the City of San Luis, Arizona, declaring and adopting the results of the General Elections held November 5, 2024, in the City of San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

SUMMARY:

The City of San Luis General Elections were held on November 5, 2024. This resolution declares and adopts the election results.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2336.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact associated with this item.

Attachments

Resolution No. 2336



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2336

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, YUMA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 5, 2024.

WHEREAS, the City of San Luis, Yuma County, Arizona, held a General Election on the 5th day of November, 2024, for the election of three (3) Council Members and two (2) Propositions, No. 430 – Southwest Gas Franchise Agreement and No. 431 – Alternative Expenditure Limitation (Home Rule); and

WHEREAS, the 2024 General Election returns have been presented to and have been canvassed by the City Council pursuant to Arizona Revised Statutes §§ 16-642 and 16-646; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Yuma County, Arizona, declare the results of the General Election of November 5, 2024, as follows:

Section 1: That the total number of ballots cast at said General Election, as reported by the County, was 7,309 and is set forth on the reports, attached and incorporated into this resolution.

Section 2: That the number of ballots cast in each precinct at said General Election, as shown by the final results as reported by Yuma County, are set forth on the reports, attached and incorporated into this resolution.

Section 3: That the number of ballots rejected in each precinct at said General Election, as shown by the final results as reported by Yuma County, are set forth on the reports, attached and incorporated into this resolution.

Section 4: That the number of votes by precincts received by each candidate election, as shown by the final results as reported by Yuma County, are set forth on the reports, attached and incorporated into this resolution.

Section 5: That the number of ballots cast and the number of active registered voters in each precinct, as shown by the final results as reported by Yuma County, are set forth on the reports, attached and incorporated into this resolution.

Section 6: That the votes cast for the candidates for Council Members (four-year terms) were as follows:

<u>Name</u>	<u>Vote Total</u>
Allen Jr., James	1,953
Cabrera, Luis E.	2,920
Rosales, Esteban	2,916
Servin, Lizeth	2,709
Villicana, Jorge	1,699
Walshe, Ruben	2,645
Write-In	69

Section 7: That the votes cast for the two (2) Propositions No. 430 and 431 were as follows:

<u>Proposition</u>	<u>Vote Total</u>
No. 430 - Southwest Gas Franchise Agreement	

Yes	3,618
No	2,713

No. 431 - Alternative Expenditure Limitation (Home Rule)

Yes	3,382
No	3,058

Section 8: That it is hereby found, determined, and declared of record, that the following three (3) candidates did receive the highest number of votes for the office of Council Member at said election and are hereby issued certificates of election:

<u>Name</u>	<u>Vote Total</u>
Cabrera, Luis E.	2,920
Rosales, Esteban	2,916
Servin, Lizeth	2,709

Section 9: That all orders or resolutions in conflict be, and the same are, to the extent of such conflict, hereby repealed, and that this resolution be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 20th day of November 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

STATISTICS			
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout Total
PRECINCT 035 .01	2,384	1,178	49.41%
PRECINCT 039 .01, .02	3,282	1,642	50.03%
PRECINCT 040 .01	3,650	1,667	45.67%
PRECINCT 041 .01	3,617	1,580	43.68%
PRECINCT 042 .01	3,384	1,242	36.7%
Totals	16,317	7,309	

Council Member City of San Luis										
VOTE FOR 3										
5 of 5 Precincts Reporting										
	ALLEN JR. JAMES	CABRERA LUISE	ROSALÉS ESTEBAN	SERVIN LIZETH	VILLICANA JORGE	WALSHE RUBEN	Write-in Totals	Overvotes	Undervotes	Contest Total
PRECINCT 035 .01	304	479	463	416	256	463	8	0	1,145	3,534
PRECINCT 039 .01, .02	473	668	627	571	331	619	19	3	1,615	4,926
PRECINCT 040 .01	432	631	690	595	400	629	13	6	1,605	5,001
PRECINCT 041 .01	432	655	626	671	379	544	20	0	1,413	4,740
PRECINCT 042 .01	312	487	510	456	333	390	9	0	1,229	3,726
Totals	1,953	2,920	2,916	2,709	1,699	2,645	69	9	7,007	21,927

	PROPOSITION 430					PROPOSITION 431				
	VOTE FOR 1					VOTE FOR 1				
	5 of 5 Precincts Reporting					5 of 5 Precincts Reporting				
	YES	NO	Overvotes	Undervotes	Contest Total	YES	NO	Overvotes	Undervotes	Contest Total
PRECINCT 035 .01	632	405	0	110	1,147	580	477	0	90	1,147
PRECINCT 039 .01, .02	812	613	0	156	1,581	723	728	0	130	1,581
PRECINCT 040 .01	796	646	0	176	1,618	754	710	0	154	1,618
PRECINCT 041 .01	764	606	0	144	1,514	726	660	0	128	1,514
PRECINCT 042 .01	614	443	1	130	1,188	599	483	0	106	1,188
Totals	3,618	2,713	1	716	7,048	3,382	3,058	0	608	7,048

STATISTICS				
	Registered Voters - Total	Ballots Cast Total	Ballots Cast Blank	Voter Turnout Total
Municipality Totals	77,080	45,081	1,289	
Yuma City	52,607	33,261	890	63.23%
San Luis City	16,317	7,309	274	44.79%
Wellton Town	1,706	1,272	41	74.56%
Somerton City	6,450	3,239	84	50.22%

	Council Member City of Yuma							Municipal Judge City of Yuma Yuma City						
	VOTE FOR 1							VOTE FOR 1						
	GARCIA, MARTIN	MARTINEZ, MARK	Write-In Totals	Write-In: Not Assigned	Total Votes Cast	Overvotes	Undervotes	Write-In Totals	Write-In: UNOFFICIAL	Write-In: COUNTS, GREGORY	Write-In: Not Assigned	Total Votes Cast	Overvotes	Undervotes
Municipality Totals	11,516	12,736	241	241	24,493	28	8,740	4,935	3,563	1,372	0	4,935	0	28,326
Yuma City	11,516	12,736	241	241	24,493	28	8,740	4,935	3,563	1,372	0	4,935	0	28,326
San Luis City														
Wellton Town														
Somerton City														

Council Member City of San Luis											
VOTE FOR 3											
	ALLEN JR. JAMES	CABRERA LUIS E	ROSALES ESTEBAN	SERVIN LIZETH	VILICANA JORGE	WALSHE RUBEN	Write-in Totals	Write-in: Not Assigned	Total Votes Cast	Overvotes	Undervotes
Municipality Totals	1,953	2,920	2,916	2,709	1,699	2,645	69	69	14,911	9	7,007
Yuma City											
San Luis City	1,953	2,920	2,916	2,709	1,699	2,645	69	69	14,911	9	7,007
Wellton Town											
Somerton City											

	Council Member Town of Wellton						PROPOSITION 423					
	VOTE FOR 1						VOTE FOR 1					
	JONES MICHELLE	KILLMAN LARRY	Write-In Totals	Write-In: Not Assigned	Total Votes Cast	Overvotes	Undervotes	YES	NO	Total Votes Cast	Overvotes	Undervotes
Municipality Totals	646	461	10	10	1,117	3	152	1,991	883	2,874	1	250
Yuma City												
San Luis City												
Wellton Town	646	461	10	10	1,117	3	152					
Somerton City								1,991	883	2,874	1	250

	PROPOSITION 424					PROPOSITION 425				
	VOTE FOR 1					VOTE FOR 1				
	YES	NO	Total Votes Cast	Overvotes	Undervotes	YES	NO	Total Votes Cast	Overvotes	Undervotes
Municipality Totals	1,919	917	2,836	0	289	12,448	15,988	28,436	9	3,910
Yuma City						12,448	15,988	28,436	9	3,910
San Luis City										
Wellton Town										
Somerton City	1,919	917	2,836	0	289					

	PROPOSITION 430					PROPOSITION 431				
	VOTE FOR 1		Total Votes Cast	Overvotes	Undervotes	VOTE FOR 1		Total Votes Cast	Overvotes	Undervotes
	YES	NO				YES	NO			
Municipality Totals	3,618	2,713	6,331	1	716	3,382	3,058	6,440	0	608
Yuma City										
San Luis City	3,618	2,713	6,331	1	716	3,382	3,058	6,440	0	608
Wellton Town										
Somerton City										



**YUMA COUNTY ELECTIONS DEPARTMENT
REJECTED BALLOTS REPORT
GENERAL ELECTION NOVEMBER 5, 2024**

Precinct	PROVISIONAL	EARLY
001	42	24
002	2	19
003	12	45
004	8	57
005	-	-
006	5	27
007	11	52
008	16	32
009	4	32
010	12	45
011	15	46
012	11	30
013	9	37
014	5	31
015	2	3
016	7	16
017	12	52
018	12	51
019	13	34
020	21	22
021	7	32
022	11	29
023	27	50
024	11	41
025	15	56
026	15	61
027	4	44
028	16	57
029	13	40
030	18	46
031	18	25
032	9	30
033	6	14
034	4	12
035	23	38
036	5	21
037	13	84
038	8	59
039	18	43
040	11	51
041	18	51
042	17	38
043	4	13
044	15	32
045	-	-
046	-	-
047	-	-
TOTALS	525	1,627

**PROVISIONAL BALLOT
REJECT REASONS**

NOT REGISTERED-481
 WRONG PARTY-0
 ALREADY VOTED-13
 PROPER ID NOT PROVIDED BY
 DEADLINE-13
 OTHER-REGISTERED WITH A
 COMMERCIAL ADDRESS-0
 INSUFFICIENT/ILLEGIBLE INFO- 9
 NO SIGNATURE-1
 NOT ELIGIBLE-1
 OTHER-5
 REGISTERED IN CO. VOTED WRONG
 BALLOT NAME OR BALLOT #-2

TOTAL: 525

**EARLY BALLOT
REJECT REASONS**

RETURNED BY USPS TEMP-33
 RETURNED BY UPSP UNDEL-843
 OTHER-30
 NON-MATCHING SIG-311
 BALLOT MISSING -8
 NO VOTER SIGNATURE-155
 VOTER REQUEST-1
 SPOILED-161
 BALLOT RETURNED AFTER ELEC-85

TOTAL: 1,627

TOTAL REJECTED BALLOTS = 2,152

**YUMA COUNTY
GENERAL ELECTION
NOVEMBER 5, 2024**

CERTIFICATE OF ACCURACY

**POST LOGIC AND ACCURACY TEST CERTIFICATION
EQUIPMENT AND PROGRAMS**

We, the undersigned, do hereby certify that, on the 20th day of NOVEMBER 2024, a Logic and Accuracy test was conducted for the above-named election and that the printed results of the Logic and Accuracy Ballot Tally Test did correspond with the Pre-determined/pre-audited Logic and Accuracy Test Results.

Bernie Knight

Accuracy Certification Board Member Signature,

10:15
A

Time

John D. Manning

Accuracy Certification Board Member Signature,

10:15 AM

Time

Shelma Jones

Accuracy Certification Board Member Signature,

10:15
AM

Time



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. D.

Meeting Date: 11/20/2024

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. 457, an Ordinance of the Mayor and City Council of the City of San Luis, Arizona, granting to Southwest Gas Corporation, a California corporation, its successors and assigns, the right, privilege and franchise to construct, maintain and operate upon, over, along, across and under the public rights-of-way of the City of San Luis, Arizona. **(Kay Marion Macuil, City Attorney)**

- A. Action on reading Ordinance No. 457 by title only.
(Clerk to read the Ordinance by title only.)
B. Action on Ordinance No. 457.

SUMMARY:

Ordinance No. 457 grants a franchise to Southwest Gas Corporation to operate within the city limits under the conditions of the attached franchise agreement.

The Arizona Constitution Article 13 § 4 and A.R.S. § 9-502 allow franchises to be granted for twenty-five (25) years. Southwest Gas Corporation currently operates within the City of San Luis ("City") under a franchise agreement approved by the San Luis voters on March 14, 2000. Franchises in the City must be approved by the voters of San Luis. The city followed the process to have a franchise agreement with Southwest Gas:

- February 14, 2024, Resolution 2303, City Council ordered the November 5, 2024, Election to be held and to include this franchise and
- May 22, 2024, Resolution 2310, City Council set the pro and con statements' deadline for August 7, 2024 (with a Nunc Pro Tunc Resolution 2311 correcting a typographical error on June 12, 2024).
- November 5, 2024, the voters residing in San Luis approved the new franchise agreement (Exhibit A to Resolution No. 2326).

The new Franchise Agreement has the following terms in summary :
It will be effective on January 1, 2025, and expire on January 1, 2050.

It will allow Southwest Gas Corporation the right, privilege, and franchise to construct, maintain, and operate its gas system and gas system facilities upon, over, along, across, and under the present and future public rights-of-way, thereby supplying natural gas and/or artificial gas to the City and its inhabitants.

Attorneys and representatives of the City of San Luis, the Arizona Municipal Risk Retention Pool for the city, and Southwest Gas have met several times, and the final terms are agreeable to all. In consideration of the grant of this franchise, Southwest Gas Corporation will pay the City:

- a franchise fee equal to two percent (2%) of their gross revenue from sales within the city,
- transaction privilege and use tax authorized by city ordinance,
- other charges, taxes, or fees levied upon businesses generally throughout the city, and
- applicable city right-of-way management and inspection fees, and
- pavement damage fees established by ordinance necessary for the services provided by Southwest Gas Corporation under this franchise.

The final agreement is attached as Exhibit A to Resolution No. 2326.

RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 457 BY TITLE ONLY
(CITY CLERK TO READ ORDINANCE NO. 457 BY TITLE ONLY)**

B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 457 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: See Fiscal Impact Statement
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):

The franchise will bring revenue at 2% of Southwest Gas's gross income on sales in the city limits.

Attachments

Ordinance No. 457
 Res 2326 & Franchise Agreement



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 457

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, GRANTING TO SOUTHWEST GAS CORPORATION, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE UPON OVER, ALONG, ACROSS AND UNDER THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF SAN LUIS, ARIZONA.

WHEREAS, the City Council of San Luis, Arizona, deemed the Southwest Gas Corporation franchise in the best interests of the City by passing Resolution No. 2326 on July 10, 2024; and

WHEREAS, at an election duly called and held on November 5, 2024, the proposed franchise was approved by the electorate of the City of San Luis;

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of San Luis, Arizona, that by this Ordinance, there is granted to Southwest Gas Corporation that certain franchise in the form attached to this Ordinance.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of November 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



Resolution

No. 2326

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, THAT DEEMS THE GRANT OF A GAS FRANCHISE TO SOUTHWEST GAS CORPORATION BENEFICIAL TO THE CITY OF SAN LUIS, ARIZONA, AND SUBMITS IT TO THE VOTERS FOR THE NOVEMBER 5, 2024, ELECTION; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, under the Arizona Constitution Article 13 § 4 and Arizona Revised Statutes (A.R.S.) § 9-502(F), a franchise shall not be granted for a longer term than twenty-five (25) years, and under A.R.S. § 9-502 must be submitted to the city's voters; and

WHEREAS, on March 14, 2000, the San Luis voters approved a franchise agreement with Southwest Gas Corporation ("Southwest Gas"), and the City of San Luis ("City"), which is expiring; and

WHEREAS, Southwest Gas has submitted for the City to grant a new proposed gas franchise for itself and its permitted successors and assigns; and

WHEREAS, the franchise would allow Southwest Gas to construct, maintain, and operate its gas system and gas system facilities upon, over, along, across, and under present and future public rights-of-way; and

WHEREAS, these public rights-of-way include (but are not limited to) present and future public roads, public streets, alleys, ways, bridges, and highways of the City; and

WHEREAS, the franchise would permit Southwest Gas to supply natural and artificial gas (including gas manufactured by any method and gas containing a mixture of natural and artificial gas) to the City, its successors, inhabitants, and all individuals and entities within the City's limits; and

WHEREAS, under A.R.S. § 9-502(A), Southwest Gas has presented the franchise to the Mayor and City Council of the City of San Luis ("City Council"), and the franchise has been filed among the City's records; and

WHEREAS, the City Council makes its findings and takes the actions through this Resolution to submit the franchise to the voters as required under A.R.S. § 9-502;

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

Section 1: The City Council deems that the franchise with Southwest Gas is beneficial to the municipal corporation of the City of San Luis, Arizona, as provided under the terms and conditions of the franchise agreement attached as Exhibit A.

Section 2: Exhibit A, the franchise agreement, is incorporated and made a part of this Resolution by this reference.

Section 3: The City Council orders that the franchise, Exhibit A, shall be published in full in the Yuma Sun for at least thirty (30) days before the November 5, 2024, regular election.

Section 4: The City Council approves and submits the question to the qualified electors as to whether or not the franchise shall be granted for the November 5, 2024, regular election.


Section 5: If a conflict arises between the provisions of this Resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 6: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 7: The appropriate City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution. All additional required proceedings shall be had and shall comply with Arizona law.

[Intentionally left blank. Signature page follows.]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 10th day of July 2024.



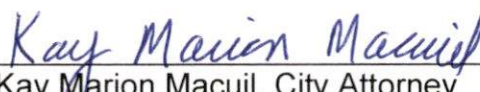
Nieves Riedel, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

Exhibit A

EXHIBIT A

FRANCHISE AGREEMENT

BETWEEN SOUTHWEST GAS CORPORATION

AND THE CITY OF SAN LUIS, ARIZONA

Section 1 - Grant of Franchise

The City of San Luis, Arizona (“**City**”) hereby grants to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called “**Grantee**”), its successors and assigns, the right and privilege to construct, maintain and operate its gas system and gas system facilities, as defined herein, upon, over, along, across and under the present and future public rights-of-way within the City (the “**Franchise**”). These public rights-of-way include, but are not limited to, present and future roads, streets, alleys, ways, bridges, and highways within the City (“**Public Rights-of-Way**”). Grantee’s gas system is for the purpose of supplying natural gas, renewable natural gas, hydrogen, and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas, renewable natural gas, hydrogen and/or artificial gas (herein all types of gas will be collectively referred to as “**gas**”) to City, its successors, the inhabitants thereof, and all individuals and entities, either within or beyond the limits thereof, for all purposes. Grantee’s gas system includes a transmission and distribution system of gas mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying gas (individually, and collectively, “**Gas System Facilities**”). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Gas System Facilities from time to time as may be necessary.

Section 2 - Term

The Effective Date of this Franchise shall be January 1st, 2025. This Franchise shall continue and remain in full force and effect for a period of twenty-five (25) years from the Effective Date. Unless terminated earlier by written agreement of the parties, this Franchise will expire on January 1st, 2050.

Section 3 - Construction

3.1 Grantee shall perform all construction under this Franchise in accordance with applicable federal and state laws and regulations and established industry standards. Before Grantee makes any installations in the Public Rights-of-Way, Grantee shall apply for

and obtain from City such permit or permits as are required by City to be issued for other similar construction or work in the Public Rights-of-Way. Without limitation, Grantee will comply with ordinances of the City regarding street cuts. Such construction will be completed in a reasonable time. Before Grantee makes any installations in the Public Rights-of-Way, Grantee will submit for approval a map showing the location of such proposed installations to the City Engineer or designee. Notwithstanding anything to the contrary herein, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Gas System Facilities. If such action is required, Grantee shall advise City of the work performed to maintain its system and apply for a permit as soon as is practicable.

3.2 Upon reasonable notice by City of the proposed paving of a Public Right-of-Way, Grantee shall review the City's proposed paving plan and, if warranted in the Grantee's judgment, extend or replace its Gas System Facilities in order to reasonably avoid the need to subsequently cut the paved Public Right-of-Way.

3.3 Construction of Grantee's Gas System Facilities relating to traffic control, backfilling, compaction, and paving, as well as the location or relocation of Grantee's Gas System Facilities pursuant to this Franchise Agreement, shall be subject to regulation by the applicable provisions of the City Code in place at the time of installation. If a provision of the City Code is inconsistent with Title 49 of the Code of Federal Regulations or any other applicable federal or Arizona state law, rule, order, or regulation, then Grantee and City agree that Title 49 of the Code of Federal Regulations or the other applicable federal, or Arizona state law, rule, order, or regulation shall govern. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall maintain installation records of the location of all its Gas System Facilities in the Public Rights-of-Way. Grantee's Gas System Facilities are defined as critical infrastructure by the federal government, and as such, City agrees that records of the location or design of natural gas facilities are proprietary to Grantee and City shall not release nor make available any records to any outside party without the express, written permission of Grantee.

3.4 Grantee shall not install, construct, maintain, or use its Gas System Facilities in a manner that damages or interferes with any existing facilities of another City-owned utility located in the Public Right-of-Way. City shall determine in its reasonable discretion whether the location of the Gas System Facilities damages or interferes with existing facilities of a City-owned utility, including interference in the maintenance of same.

3.5 Upon request, Grantee shall provide the City with, on an annual basis, its known proposed capital plan and reasonably foreseeable future corridor plans for all improvements in the City's planning area. The City shall provide Grantee with its proposed capital improvement plan, if any, on an annual basis.

3.6 If City undertakes, either directly or through a contractor, a construction project adjacent to Grantee's Gas System Facilities operated pursuant to this Franchise, City, at City's discretion, may notify Grantee of such construction project. If notified, Grantee will take steps as Grantee determines in its sole discretion to be reasonably necessary to maintain the safety of Grantee's Gas System Facilities throughout the construction project.

Section 4 - Restoration of Public Rights-of-Way

4.1 If, in the construction, maintenance or operation of its Gas System Facilities, Grantee damages or disturbs the surface or subsurface of any public road, adjoining public property, or the public improvement located thereon, therein, or thereunder, then Grantee will promptly, at its own expense, unless otherwise agreed to between City and Grantee or provided in this Franchise, restore the surface or subsurface of the public road or public property, or repair the public improvement thereon, therein, or thereunder, consistent with the Maricopa Association of Governments ("MAG") construction standards in effect at that time.

4.2 Should such restoration or repair not be completed within a reasonable time or fails to meet the MAG construction standards in effect at that time, the City may, after prior notice and reasonable time for Grantee to cure, perform the necessary restoration or repair either through City's own forces or through a City-hired contractor, and Grantee agrees to reimburse the City for its costs and expenses in so doing within thirty (30) days after its receipt of the City's invoice. Section 5 – Franchise Fee

Section 5 - Franchise Fee

5.1 In consideration of the grant of this Franchise, Grantee must pay to City a sum equal to 2% of the gross revenues of Grantee from Grantee's sale or delivery of gas for all purposes to Grantee's customers within the corporate limits of City as shown by Grantee's most current billing records ("Gross Revenues"). Such payment shall be in lieu of all fees and charges otherwise payable or assessable with respect to permits and licenses for the construction, installation, and/or maintenance (including street cuts and street repairs) of Grantee's Gas System Facilities hereunder, or for inspection thereof, Grantee's Gross Revenues are derived from Grantee's Commodity Charge and Basic Service Charge, as provided in the Grantee's Arizona Gas Tariff on file with the Arizona Corporation Commission, as may be amended from time to time. Grantee's payments are due and payable to the City thirty (30) days after the end of the calendar quarter and deemed late if not payment is not received by the City within thirty (30) days of the due date. For payments not made by the required time, Grantee must pay interest in the amount of 1.5% per month accrued and accruing on any unpaid amount due. The City may waive interest and penalties for reasonable cause or if casualty renders Grantee unable to compute or estimate the liability from business records. Grantee may deduct from the Franchise Fee any tax or license paid by it and levied by the City exclusively on utilities, up to the amount payable under this section 5.1, unless the City's ordinances authorize the utility tax to be offset by the amount of any franchise fees paid pursuant to a franchise agreement, in which event Grantee shall pay the total Franchise Fee and the utility tax shall be offset thereby. The amount payable under the Franchise Fee shall not be reduced by reason of the payment of any ad valorem taxes, assessments for special improvements, general sales or transaction privilege taxes, license taxes, or any similar general levy measured by Grantee's receipts or sales within City, provided that the amount of such sales tax or similar levy may be lawfully and specifically added to Grantee's customer's bills. If at any time during the term of this Franchise, Grantee is paying any municipality in the State of Arizona a Franchise Fee greater than two percent (2%) of Grantee's gross revenues from the sale

and/or delivery of gas by Grantee in such municipality's corporate limits, then, after written request by the City, the percentage set forth in Section 5.1 will be increased to match the greater percentage amount Grantee is paying to such other municipality under a franchise agreement; provided that if City requests Grantee to match such greater Franchise Fee, then all of the terms, conditions and limitations in the franchise agreement that has the greater Franchise Fee payment must be fully adopted by the City herein.

5.2 Grantee shall continue to pay franchise fees pursuant to the terms of the previously executed franchise agreement between Grantee and City until the Effective Date, provided that City continues to afford Grantee all rights thereunder and comply with the terms thereof. As of the Effective Date, Grantee shall pay the Franchise Fee as described in Section 5.1.

Section 6 - City Fees and Taxes

Except as otherwise provided herein, Grantee shall pay the following charges, taxes, and fees as established in a code or ordinance properly adopted by the City:

- A. General ad valorem property taxes and
- B. Transaction privilege and use tax authorized by City ordinance and billed by Grantee from users and consumers of gas within the corporate limits of the City, without reduction or offset.
- C. Notwithstanding any provision contained herein to the contrary, Grantee shall, in addition to the payment provided in Section 5.1, pay any occupation tax established by City, provided the tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other commercial, for-profit business operated within City.

Section 7 - Relocation of Facilities

7.1 The City reserves its prior right to use the Public Rights-of-Way and City property, including the surface areas, for all City governmental function projects funded with City funds. "City Funds" mean government or grant-sourced funds awarded to the City for governmental function projects for the City's benefit which funds may or may not be managed by another governmental agency. Grantee shall, upon written request by City, relocate, without expense to the City, any of Grantee's Gas System Facilities that are in direct, physical conflict with City facilities that will be installed as part of a City governmental function project funded with City Funds to such location as the City and Grantee agree.

7.1.1 A governmental function project is defined as one performed by the City that primarily benefits and promotes the public health, safety, and welfare of the general public and is not proprietary in nature. Governmental function projects include, but are not limited to, the following activities:

- A. Any and all improvement to City-owned streets, alleys and avenues, and other City property;
- B. Establishing and maintaining City-owned storm drains, sewer lines, effluent lines, water wells, wastewater treatment facilities, and any other City-owned facilities related thereto;
- C. Establishing and maintaining City parks, parking, parkways, pedestrian malls, or grass, shrubs, trees, and other vegetation for the purpose of landscaping City streets or City property;
- D. City-provided fire protection and other public safety functions;
- E. City-provided public transportation; and
- F. City-owned water utility systems.

7.1.2 If Grantee asserts any prior rights, Grantee must demonstrate to City's reasonable satisfaction how it maintains any prior rights in the subject location.

7.2 City will bear the reasonable cost of relocating any of Grantee's Gas System Facilities (a) that are not in direct, physical conflict with any City facilities that will be installed as part of a City governmental function project; or (b) the relocation of which is necessitated by the construction of improvements by or on behalf of City in furtherance of any project other than a governmental function project funded with City Funds; or (c) when Grantee's Gas System Facilities have prior rights to the City's facilities.

7.2.1 If City participates in the cost of relocating Grantee's facilities for any reason, the cost to the City will be limited to those costs and expenditures reasonably incurred for relocating such facilities. Costs to the City for relocation of Grantee's facilities will not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation. Prior to payment by City, Grantee must provide an itemization of such costs and expenditures.

7.3 If Grantee is required to relocate any Gas System Facilities within one year of construction or relocation of such facilities paid for by Grantee, the costs of relocation shall be borne by City.

7.4 If City requires Grantee to relocate Grantee's Gas System Facilities that are located in a private easement, then the costs and expenditures associated with purchasing a new private easement and relocating Grantee's Gas System Facilities shall be paid by City.

7.5 If relocation of any Gas System Facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation, and Grantee shall not be required to commence such work until the third party compensates Grantee for the relocation costs in cash or in another manner acceptable to Grantee.

7.6 The City and Grantee agree that City is not a party to disputes among permittees or other interested parties using the Public Right-of-Way.

7.7 City will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner or to avoid its obligations under this Franchise.

7.8 All underground abandoned lines shall continue to remain the property of the Grantee unless the Grantee specifically acknowledges otherwise to the City Engineer, and such is accepted by the City. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of City when Grantee's Gas System Facilities are in direct, physical conflict with City facilities that will be installed as part of a City governmental function project that is funded with City Funds as described in Section 7.1 of this Franchise Agreement.

7.8.1 Prior to removal of any abandoned lines, Grantee must notify City of its intent to remove abandoned lines and offer possession and ownership of said lines to City. If City elects to accept the abandoned lines, City's acceptance shall be based solely upon City's own inspection, investigation, and analysis, and such transfer shall be on an "AS IS", "WHERE IS" basis, and without representation or warranty by Grantee. Upon such transfer, City shall assume, and Grantee shall be relieved of, any and all obligations or responsibilities with respect to the abandoned lines.

7.8.2 Grantee must identify the location of any known abandoned lines not accepted by City as they exist through Blue Staking.

Section 8 - Indemnification; Insurance

8.1 Grantee's indemnification, duty to defend, save and hold harmless in Section 8.2 below only applies to Claims (as defined in Section 8.2 below) that arise as a result of the work performed by Grantee under this Franchise. Further, nothing in this Agreement shall impede or otherwise limit a party's statutory rights under A.R.S. 40-423 or A.R.S. 12-820 et. seq.

8.2 Grantee agrees to indemnify, defend, save and hold harmless the City and its elected or appointed officials, agents, boards, commissions, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all suits, claims, demands, actions, liabilities, damages, losses, or expenses of any nature or kind whatsoever, including court costs, reasonable attorneys' fees, and costs of claim processing, investigation, litigation for personal injury (including death) or property damage to the extent caused by the negligence or willful acts or omissions of Grantee or any of Grantee's directors, officers, employees or agents in the exercise of this Franchise (hereinafter collectively referred to as "Claims"). This indemnity includes any Claims arising or recovered under the Worker's Compensation Laws or arising out of the failure of Grantee to conform to any federal, state, or City law, statute, ordinance, rule, regulation, or court decree. It is agreed that Grantee will be responsible for primary loss, investigation, defense, and judgment costs where this indemnification is applicable. Grantee's worker's compensation policy shall include a waiver of subrogation against the City, its officers, agents, and employees. Nothing in this provision shall preclude Grantee from seeking contribution from any third party jointly responsible for such damages or Claims. The obligations under Section 8.2 shall survive termination of this

Franchise to the extent of the applicable statute of limitations.

8.3 Grantee shall procure and maintain for the duration of this Franchise insurance or self-insurance against claims for injuries to persons or damages to property which may arise or result from work performed by Grantee under this Franchise. These insurance requirements are minimum requirements for this Franchise and in no way limit the indemnity covenants contained in this Franchise. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of this Franchise for the Grantee, and Grantee is free to purchase such additional insurance as may be determined necessary.

8.4 Minimum Coverage Requirements.

The Grantee shall provide coverage, in the form of insurance, self-insurance, or a combination thereof, which includes coverage for the work performed under this Franchise by Grantee including, but not limited to, products-completed operations, general liability, personal and advertising injury, and fire damage in an amount not less than Five Million Dollars (\$5,000,000.00). An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis, or such excess liability or umbrella liability policy provides coverage at least as broad as the primary policy.

8.5 Policy Provisions.

The insurance policies are to contain the following provisions: (i) The City and its officials, officers, employees, and agents shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the right-of-way subject to this Franchise and activities performed by or on behalf of the Grantee under this Franchise, including completed operations of the Grantee, and automobiles owned or operated by Grantee; (ii) commercial general liability insurance shall include bodily injury, property damage, and broad form contractual liability coverage; (iii) the Grantee's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources relating to work performed under this Franchise; (iv) the Grantee's insurance shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

8.6 Notice of Cancellation and Certificate of Insurance Required. Insurance is to be placed with insurers duly licensed, authorized, permitted, or approved in the State of Arizona and with a "Best's" rating of not less than B+ VI. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

8.7 Grantee shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) or a letter of self-insurance to evidence compliance with the coverage requirements under this Franchise. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and any required endorsements must be received and approved by the City prior to the

Section 12 - Voter Approval

This Franchise is subject to the approval of the qualified electors of the City. If Grantee's franchise is the sole item on City's ballot for the election, then Grantee must pay one hundred percent (100%) of the election costs. If Grantee's franchise is not the sole item on City's ballot for the election, then Grantee must pay fifty percent (50%) of the election costs. Grantee must pay one hundred percent (100%) of any required publication costs.

Section 13 - Independent Provisions

If any section, paragraph, clause, phrase, or provision of this Franchise shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 14 - Default; Dispute Resolution

14.1 Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

14.2 To further cooperation by the parties in implementing this Franchise, the City and Grantee each shall designate and appoint a representative to act as a liaison between the City and its various departments and Grantee. The initial representative for the City shall be the City Manager, and the initial representative for Grantee shall be its project manager, as identified by Grantee from time to time. The parties' representatives shall be available at all reasonable times to discuss and review the performance of the parties under this Franchise.

14.3 If a dispute between the parties arising out of this Franchise cannot be resolved by the parties, City and Grantee agree to attempt resolution through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the Yuma County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

Section 15 - Audit Rights

15.1 City has the authority, at City's expense, to conduct an audit of the Grantee's pertinent books and records during the term of this Franchise to verify gross revenue and amounts payable under this agreement. An audit will be conducted in such a way as not to disrupt

Grantee's business operations and will be performed in accordance with Generally Acceptable Auditing Standards. The period that may be audited will not exceed thirty-six (36) months prior to the date the written notice from the City is received by the Grantee. An audit will not be required more than once in a single 12-month period.

15.2 The Grantee must pay to the City within 45 days written notice any amounts that are due to the City as determined by any audit of the Grantee, together with a late payment fee equal to five percent (5%) of the underpayment amount. If the Grantee has underpaid the City by 5% or more of amounts due (excluding penalties), Grantee will reimburse the City for reasonable and full costs of the audit.

Section 16 - Conflicting Ordinances

All ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed to the extent applicable to a franchised gas public service corporation.

Section 17 - Utility Planning and Coordination

The City and Grantee desire and will endeavor to promote coordination between Grantee and the City with respect to the City's utility system and Grantee's Gas System Facilities to avoid arbitrary or reasonably avoidable interference with utility facilities of the other part, and to minimize costs occasioned by changes, relocations or other modifications to the parties' respective utility systems which affect presently existing utility facilities of the City and Grantee. Grantee agrees to participate in a Utility Planning and Coordinating Committee if established by City. Nothing in this section 17 shall be construed to prohibit Grantee from proceeding with any activity that is otherwise in conformance with this Franchise and the orders, rules, and regulations of the Arizona Corporation Commission and other applicable legal requirements.

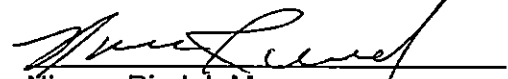
Section 18 - No Waiver or Limitation of Powers of Eminent Domain/Right to Purchase

City reserves the right and power to condemn and purchase the plant and distribution facilities of the Grantee within the corporate limits or any additions thereto, as provided by law, during the term of the Franchise and/or upon its expiration.

[Intentionally left blank. Signature page follows.]

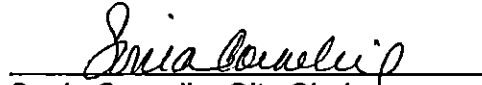
PASSED and ADOPTED this Franchise Agreement by the City Council of the City of San Luis, Arizona this 17th day of July 2024.

City of San Luis,
An Arizona municipal corporation



Nieves Riedel, Mayor

Attest:



Sonia Cornelio, City Clerk

Approved As to Form



Kay Marion Macuil, City Attorney

Southwest Gas Corporation,
A California Corporation

By: _____

Date: _____