



## NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, May 14, 2025. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

## AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 14 de Mayo del 2025. 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 5/13/2025**  
**REMOVED PREVIOUSLY ITEMS NO. 5.B., 9., 11.A., AND 11.B.,**  
**ADDED ITEMS NO. 7.D., 7.E., 7.F. & 7.G., AND**  
**RE-NUMBERED THE ITEMS ACCORDINGLY**



**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**May 14, 2025**  
**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**

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff. The city is not allowed by law to endorse the religious or non-religious beliefs or views of such speakers. Any invitation to stand during the Pledge of Allegiance or invocation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any Pledge of Allegiance or an opening invocation that is offered.

Toda invocación inicial que se ofrezca antes del inicio oficial de la sesión del Cabildo será una ofrenda voluntaria de una persona particular, para beneficio del Cabildo. Las opiniones o creencias expresadas por quien haga la invocación no han sido revisadas ni aprobadas previamente por el Cabildo ni por el personal de la ciudad. La ley no permite a la ciudad respaldar las creencias o puntos de vista religiosos o no religiosos de dichos oradores. Cualquier invitación a ponerse de pie durante el Juramento a la Bandera o la invocación no se interpretará como una exigencia, orden ni ningún otro tipo de mandato. Ninguna persona presente en la sesión estará obligada a participar en el Juramento a la Bandera ni en ninguna invocación inicial que se ofrezca.

**4. 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.

**5. PROCLAMATION**

**5. A.** Proclamation on National Public Works Week May 18 - 24, 2025

**6. CONSENT AGENDA**

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

**6. A. MINUTES OF**

- Special Council meeting held March 28, 2025
- Regular Council meeting held April 9, 2025
- Special Council meeting held April 14, 2025

**6. B. DISBURSEMENTS**

**From April 15, 2025, to April 28, 2025**

**Total \$2,623,567.87**

(Two Million, Six Hundred Twenty-Three Thousand, Five Hundred Sixty-Seven Dollars and Eighty-Seven Cents)

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

**7. A.** Discussion and possible action on any and all matters regarding the appointment of a member to serve on the Western Arizona Council of Governments (WACOG) Yuma County Advisory Council. **(Jenny Torres, Acting City Manager)**

**7. B.** Discussion and possible action on any all matters regarding authorization to reallocate Fiscal Year 2025 budget capacity to projects that staff requested in the Fiscal Year 2026 Budget, and to waive the procurement code as allowed under San Luis Purchasing Code Section 3.05.010 (F). **(Roula Encinas, Director of Finance)**

**7. C.** Discussion and possible action on any and all matters regarding Resolution No. 2361. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an agreement between the City of San Luis, Arizona, and the Western Arizona Council of Governments (WACOG) for a License Agreement for Head Start Facilities. **(Kay Marion Macuil, City Attorney)**

**7. D.** Discussion and possible action on any and all matters regarding approving a license agreement between the City of San Luis, Arizona, and Amberly's Place for a space in the San Luis Police Department for advocacy services for domestic violence victims. **(Council Members Lizeth Servin, Esteban C. Rosales and Luis E. Cabrera)**

**7. E.** Discussion and possible directions to staff on any and all matters regarding reinstating a non-exclusive, revocable license for use of the building at 788 East B Street, San Luis, Arizona, by the non-profit Proverbs 31 Home P31. **(Council Members Lizeth Servin, Esteban C. Rosales and Luis E. Cabrera)**

7. F. Discussion and possible action on any and all matters regarding Ordinance No. 464. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Section 2.05.440 requiring a Call to the Public at Council's regular meetings, repealing conflicting provisions, and providing for severability. **(Council Members Lizeth Servin, Maria Cecilia Cruz, and Esteban C. Rosales)**

A. Action on Reading of Ordinance No. 464 by title only

B. Action on Ordinance No. 464

7. G. Discussion and possible action on any and all matters regarding Ordinance No. 465. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending and restating the San Luis City Code Section 2.05.420, the Mayor and Council Members shall have a right to attend the City Council meetings by technological means. **(Council Members Lizeth Servin, Maria Cecilia Cruz, and Esteban C. Rosales)**

A. Action on Reading of Ordinance No. 465 by title only

B. Action on Ordinance No. 465

8. **SUMMARY OF CURRENT EVENTS**

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

9. **ADJOURNMENT**



# PROCLAMATION

**Regular City Council Meeting**

**5. A.**

Meeting Date: 05/14/2025

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Title:

Proclamation on National Public Works Week May 18 - 24, 2025

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Attachments

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**NATIONAL PUBLIC WORKS WEEK**  
**May 18 - 24, 2025**  
**“People, Purpose, Presence”**

**WHEREAS**, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of San Luis; and,

**WHEREAS**, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in the City of San Luis to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2025 marks the 65<sup>th</sup> Annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby designate the week of May 18 - 25, 2025, as “National Public Works Week” and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

**DATED** this 14<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6. A.

Meeting Date: 05/14/2025

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#### Summary

#### **MINUTES OF**

- Special Council meeting held March 28, 2025
  - Regular Council meeting held April 9, 2025
  - Special Council meeting held April 14, 2025
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#### Attachments

3/28/2025 SCM  
4/9/2025 RCM  
4/14/2025 SCM

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**MINUTES**  
**Special Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**March 28, 2025**  
**6:00 p.m.**

**1. CALL TO ORDER/ROLL CALL**

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

**PRESENT:** Mayor Nieves Riedel  
Council Member Luis E. Cabrera  
Council Member Esteban C. Rosales  
Council Member Lizeth Servin

**ABSENT:** Vice Mayor Tadeo Azael De La Hoya  
Council Member Maria Cecilia Cruz  
Council Member Javier Vargas

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Kay Macuil, City Attorney  
Melissa Lopez, Deputy City Clerk  
Adela Cortez, Director of Human Resources  
Alan Guevara, Police Lieutenant  
Alejandra Peru, Court Administrator  
Amanda Mahon, City Prosecutor  
Antonio Maldonado, Multimedia Production & Operations Specialist  
Armando Esparza, Director of Economic Development  
Carlos Berumen, Office Assistant  
Carlos Muela, Police Officer  
Carlos Pacheco, Police Officer  
Crystal Ochoa, Administrative Coordinator  
Damian Miller, Police Lieutenant  
Danae T. Figueroa, Magistrate  
Domingo Sosa, Graphics and Media Specialist  
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  
Gabriela Guevara, Police Communications Supervisor  
Israel Lara, I.T. Technician

Jaime Valenzuela, Police Officer  
Javier Nuño, Police Officer  
Johnnie Morris, Fire Battalion Chief  
Jossue Cerda, I.T. Support Supervisor  
Juan Leal Rubio, Assistant Director of Development Services  
Maria Sabori, Risk Manager  
Miguel Ramirez, Finance Accounting Manager  
Nigel Reynoso, Chief of Police  
Olivia Jenkins, Administrative Services Manager  
Roula Encinas, Director of Finance  
Tomas Sanchez, City Engineer  
Victor De La Torre, Safety Officer  
Alberto Leon, Resident  
Fabher Sanchez, Resident  
Luisa Arreola, Resident  
Maria Gonzalez, Resident  
Maria Robles, Resident  
Mark Concha, Resident  
Matias Rosales, Resident

## **2. PLEDGE OF ALLEGIANCE**

Council Member Esteban C. Rosales led the Pledge of Allegiance.

Mayor Nieves Riedel apologized for not being present at the last Council meeting and for calling this meeting last minute, but this is an item that is very important to all of them concerning the city's employees; all city employees are important to the City Council. This is an item that they have been working on for the past three (3) long months.

## **3. DISCUSSION AND POSSIBLE ACTION ITEMS:**

### **3. A. Discussion and possible action on any and all matters regarding strategy for implementing salary adjustments. ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING OF MARCH 26, 2025. (Adela Cortez, Director of Human Resources)**

Ms. Adela Cortez, Director of Human Resources, explained that in early 2024, Public Sector Personnel Consultants conducted a salary study to assess the city's salary competitiveness. The findings and implementation options were presented during the City Council meeting held on June 12, 2024. The study revealed that the city is not a competitive employer, with 83% of the positions studied paying more than 5% below the prevailing market rates. This shortfall affects 257 employees, whose current salary falls below the proposed minimum salary range for their positions.

The study proposed the following actions to address and improve salary competitiveness:

1. Adopt the proposed Salary Range (Pay Grade Structure) – approved during the June 12, 2024, meeting.
2. Establish a salary competitiveness policy aligned with prevailing market rates.
3. Adjust salaries for all employees currently earning below the minimum salary range to meet the new minimum on the plan's effective date.

A financial analysis conducted with the city's Finance Department determined that the city was unable to attract employees to 100% of the market, as recommended by the consultant. The option presented to the Administration and the City Council tonight, to promote staff stability and retention, is for the city to implement a salary structure of 97.5% of the market, which will place employees one pay grade below where they should be and adjust the salaries of contracted employees in alignment with the classified service adjustments. The total annual budget impact is estimated at \$1.5 million, which includes employer costs. Depending on budget availability, it is also proposed that for Fiscal Year 2025-2026, further adjustments be made to bring employees 100% of the market. In addition to that recommendation, staff recommends implementing a longevity pay plan. This would be to value employees' dedication and years of full-time service. Due to budget constraints, staff recommend that the first couple of years apply only to those employees who do not qualify for a market adjustment. Beginning in Fiscal Year 2026-2027, all city employees can be considered for longevity pay. If approved, this recommendation will be implemented in the pay period beginning on March 22. The budget impact was calculated for the remaining seven (7) pay periods of the fiscal year, equivalent to \$510,000.00, including employer costs.

Council Member Lizeth Servin asked how longevity pay works and how it was determined.

Ms. Cortez responded that it will be applied to total seniority with the agency, not per position. It will commence with five (5) years with a longevity pay of \$1,000.00. Then, after completion of ten (10) years, it goes up to \$1,500.00, for 15 years, it is \$2,000.00, and 20 years or more will be \$2,500.00; \$2,500.00 is the maximum. Staff researched this, and it is common with the agencies with an amount or a percentage of the employees' salary, which comes up to almost the same as it goes to a 2.5%. She added that the longevity pay plan has never been done in the City of San Luis.

Council Member Lizeth Servin commented that item no. 2 on the Budget Appropriation states, "Each year, the City Council has the discretion to increase, reduce, or eliminate the longevity appropriation based on the city's financial status". She added that she would like to see if staff would reconsider increasing it to begin at \$2,000.00, as it is low to her, but understands staff is doing it based on the current budget.

Ms. Roula Encinas, Director of Finance, stated that staff can analyze the fiscal impact of the amount she proposes.

Council Member Lizeth Servin also commented that at one of the Council meetings where this was introduced to the City Council, it was agreed that it would be retroactive pay to the first pay period in January 2025.

Ms. Encinas responded that staff analyzed the fiscal impact of implementing salary adjustments with an effective date of the first pay period of January 11, 2025, through the end of March and the estimated cost is approximately \$320,000.00. Due to current vacancies, staff has identified available funding within the general fund, specifically from salary lines. However, after utilizing the available funds, the city may face a shortfall that would affect the ability to complete the necessary budget transfer. If this is the case, staff may need to return to the City Council to request support in approving the transfer from the City Council Contingency account to ensure full funding. She clarified that there is budget availability for Fiscal Year 2025. Staff included Fiscal Year 2026 as well, but staff may need to review and analyze for Fiscal Year 2027, as the city is facing a shortfall in revenues, and she can say that the city will be available to fund Fiscal Year 2027.

Council Member Luis E. Cabrera inquired about the employees who are not at 97.5% but have been here for more than five (5) years. Will they receive the salary increase and the longevity pay.

Ms. Cortez responded that those employees will only receive a salary increase.

Council Member Lizeth Servin asked how many employees are at 100% market value.

Ms. Cortez responded that approximately 93 employees.

Mayor Nieves Riedel stated that she had asked and wished the longevity pay would start at \$2,500.00, but the reality is that the city does not have the money. It is better that the city can guarantee this for two (2) years without knowing what will happen in the third year.

Ms. Jenny Torres, Acting City Manager, clarified that the intent of this fiscal year is to have everyone at 97.5%. If an employee does not receive a market adjustment and qualifies for the longevity plan, then the employee will receive that. For the next fiscal year, employees will be at 100% of the minimum and follow the same scenario if the employee does not qualify for a market adjustment. For the third year, depending on funding availability, if the city continues to increase salaries, at that point, since everybody is going to be at 100%, the employee would be able to qualify for the salary adjustment plus the longevity pay. The salary adjustment will be effective for the first pay period in January 2025. In the next pay period, everybody will receive their retro pay and if the employee did not qualify for the salary adjustment, they will receive longevity pay if they qualify.

**MOTION:** Council Member Luis E. Cabrera/Mayor Nieves Riedel to approve implementing the salary competitiveness policy at 97.5% of the market, including a longevity pay plan, with payments for FY 2024-2025 effective the first pay period of January 2025, and approve staff to make the necessary budget transfers of \$1,200,000.00 as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Luis E. Cabrera	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

#### 4. ADJOURNMENT

Council Member Luis E. Cabrera/Mayor Nieves Riedel to adjourn the Special Council meeting at approximately 6:15 p.m.

**APPROVED:**

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

#### CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on March 28, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**April 9, 2025**  
**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 Tadeo Azael De La Hoya  
Council Member Luis E. Cabrera  
Council Member Maria Cecilia Cruz  
Council Member Lizeth Servin  
Council Member Javier Vargas

**ABSENT:** Council Member Esteban C. Rosales

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Kay Macuil, City Attorney  
Sonia Cornelio, City Clerk  
Adela Cortez, Director of Human Resources  
Albert Moreno, I.T. Technician  
Angelica Roldan, Director of Parks & Recreation  
Antonio Maldonado, Multimedia Production & Operations Specialist  
Armando Esparza, Director of Economic Development  
Damian Miller, Police Lieutenant  
Edgar Juarez, Facilities Project Coordinator  
Eulogio Vera, Director of Public Works  
Francia Alonso, Public Information Officer  
Jorge Perez, Assistant Director of Public Works  
Jose Barragan, Fire Battalion Chief  
Jose Guzman, Director of Development Services  
Maria Barajas, Human Resources Generalist  
Maria Sabori, Risk Manager  
Mario Rodriguez, Finance Operations Manager  
Miguel Ramirez, Finance Accounting Manager  
Monica Campos, Systems Administrator  
Olivia Jenkins, Administrative Services Manager  
Tomas Sanchez, City Engineer  
Victor De La Torre, Safety Officer  
Alberto Leon, Resident

Brian De La Hoya, Resident  
Christian Cuevas, Translator  
Guillermina Fuentes, Resident  
Jahaziel Vargas, Resident  
James Allen Jr., Resident  
Juanita Toledo, Resident  
Lilia Quiñonez, Resident  
Luisa Arreola, Resident  
Manuel Rojas, Resident  
Maria Gonzalez, Resident  
Mark Concha Jr., Resident  
Mark Concha Sr., Visitor  
Perla De La Hoya, Resident  
Yolanda Urias, Resident

## **2. PLEDGE OF ALLEGIANCE**

Council Member Lizeth Servin, led the Pledge of Allegiance.

Mayor Nieves Riedel asked the City Council and members from the public to remain standing if they felt comfortable for the **Invocation**, which Pastor Yolanda Urias performed from the Church Centro Misionero Yireh.

Mayor Nieves Riedel also commented that she, as Mayor and in a position of certain powers, would implement a call to the public at the beginning of the meetings after the invocation. She invited members of the public to address the Mayor and City Council if anyone wanted to. She asked that the local governing body be respected, and her pledge to the public is that the City Council will respect them. She also added that speakers will no longer be required to fill out a speaker request form.

## **CALL TO THE PUBLIC**

Mr. James Allen Jr., United States Navy retired, 1549 E. Babbitt Lane, San Luis, AZ, commented that there are a lot of new things in the news that are happening around them. Many situations have changed with the brand new administration at the White House. He asked Mayor Nieves Riedel if she is bringing back Call To The Public officially again, adding that some of the reasoning is that a lot of people want her to hear their voices. He does not need to talk, he will let them speak for themselves.

## **3. PROCLAMATIONS**

- 3. A. Proclamation on National Public Safety Telecommunicators Week April 13 – 19, 2025**
- 3. B. Proclamation on PowerTalk 21 Day April 21, 2025**
- 3. C. Proclamation on Denim Day April 23, 2025**
- 3. D. Proclamation on Administrative Professionals Day April 23, 2025, and Administrative Professionals Week April 20 - 26, 2025**

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

#### **4. CONSENT AGENDA**

##### **4. A. MINUTES OF**

- Special Council meeting held March 3, 2025
- Regular Council meeting held March 12, 2025

##### **4. B. DISBURSEMENTS**

**From March 20, 2025, to April 2, 2025**

**Total \$3,000,630.47**

**(Three Million, Six Hundred Thirty Dollars and Forty-Seven Cents)**

**MOTION:** Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

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

#### **5. DISCUSSION AND POSSIBLE ACTION ITEMS:**

##### **5. A. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Celis Development DBA Southwest Plumbing Air for the City Hall East Wing Remodel Project. (Edgar Juarez, Facilities Project Coordinator)**

Mr. Edgar Juarez, Facilities Project Coordinator, stated that Celis Development was the lowest responsive bidder from a total of four (4) bidders. The project consists of an additional four (4) new offices, a new storage room, and a new restroom. It also covers construction, paint, ventilation, HVAC, electrical work, low voltage wiring, fire alarm system, fire suppression, relocation of partitions and more as specified in the plans prepared by Nicholas Engineering. This remodel will be completed in two (2) phases, the contractor might be able to overlap both phases with a completion date before June 30, 2025. Staff is seeking Council approval of Construction Services from Celis Development DBA Southwest Plumbing Air and the contract for this project for \$149,686.00, as permitted under the city's procurement code section 3.05.030 Bidding.

**MOTION:** Council Member Javier Vargas/Vice Mayor Tadeo Azael De La Hoya to award the contract to Celis Development DBA Southwest Plumbing Air in an amount not to exceed \$149,686.00 and to approve the budget transfer as presented in the fiscal impact statement. The motion passed unanimously.

The vote was as follows:

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

**5. B. Discussion and possible action on any and all matters regarding the award of a contract to Consultant Engineering, Inc., for the West Wastewater Treatment Plant Expansion Project Managing Support Services. (Jorge Perez, Assistant Director of Public Works)**

Mr. Jorge Perez, Assistant Director of Public Works, explained that the proposed agreement with Consultant Engineering, Inc. (CEI) is for construction management services for the West Wastewater Treatment Plant Expansion project. CEI helped staff through the procurement process of the Construction Manager at Risk (CMAR) and saw the benefits of hiring a subject matter expert. They are seeking the City Council's approval to contract CEI in participation and project management support during the pre-construction phase of the West Wastewater Treatment Plant Project in the amount of \$94,200.00.

**MOTION:** Council Member Javier Vargas/Vice Mayor Tadeo Azael De La Hoya to award the contract to Consultant Engineering, Inc., in the amount of \$94,200.00, as presented. The motion passed unanimously.

The vote was as follows:

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

**5. C. Discussion and possible action on any and all matters regarding the line extension agreement with APS for the new well project at Well Site #5. (Jorge Perez, Assistant Director of Public Works)**

Mr. Jorge Perez, Assistant Director of Public Works, stated that this is for the new well and filtration system project, specifically for the purchase agreement and approval to acquire APS services for the power extension to the site. He added that there is currently electricity; however, the project requires an additional transformer and an extension of the existing line. APS is a sole source provider and has provided an invoice with an estimated amount of \$52,050.45.

**MOTION:** Council Member Luis E. Cabrera/Council Member Lizeth Servin to approve the contract with APS in the amount of \$52,050.45 for the line extension at the Well Site #5 Project and authorize budget transfer as requested in this agenda item. The motion passed unanimously.

The vote was as follows:

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

**6. SUMMARY OF CURRENT EVENTS**

Council Member Maria Cecilia Cruz reported that on March 21, 2025, the State Transportation Board had their meeting in the City of Yuma Council Chambers. The State Transportation Board and Yuma Metropolitan Planning Organization (YMPO) Executive Board visited the Yuma Proving Grounds for an overview of the Proving Grounds. One of the things that most impacted her was a comment from Colonel Nelson about the 80 tests a week that are performed on a weekly basis and the 5,000 to 10,000 visitors annually. They are tremendously appreciative of the road improvements in U.S. 95, which also included the installation of a tank crossing. As the YMPO Chair, she assured him that YMPO and the Board will continue to support and advocate for the rest of the funding for the U.S. 95 Regional Project.

Council Member Luis E. Cabrera reported that yesterday, Council Members Javier Vargas, Esteban C. Rosales, Maria Cecilia Cruz, Lizeth Servin and he, along with Ms. Jenny Torres, Acting City Manager; Mr. Armando Esparza, Director of Economic Development, attended the Day at the Capitol and had the opportunity to speak to Governor Hobbs' staff, Senate President Peterson, Senator Brian Fernandez, Representative Michele Peña, and the Chief of Staff for the House Democratic Party Lizette Flores. They were joined by Mr. Luis Ramirez and his staff at the League of Cities.

Furthermore, he added that they had the opportunity to advocate for the needs of the community and discussed the bills that are coming and how they could affect the community if they are approved as presented. He thanked Mr. Esparza for organizing this trip. It was a very productive day, busy running from one building to the next, going through security for each different building. They let them know that San Luis is a border community, nothing like the community of Phoenix or Scottsdale. So, when they are coming up with laws, they should think about the cities that are not in Maricopa County.

Council Member Maria Cecilia Cruz added to Council Member Luis E. Cabrera's comment, mentioning the projects on Main Street and B Street traffic signal for \$257,000.00, County 25<sup>th</sup> Street extension to Avenue B for \$750,000.00, Yuma County Avenue D and E Corridor and these are very important projects the city was asking for their support. They all showed their interest and their support. She congratulated newly Elected Officials Lizeth Servin and Esteban C. Rosales for their participation and comments. She mentioned that they finished the meeting with Senator Brian Fernandez, who welcomed them with joy. In addition, she said that Senator Brian Fernandez mentioned some projects he has for South County, and to hear a Senator find interest in South County was very touching.

Council Member Javier Vargas reported that Council Members Maria Cecilia Cruz and Luis E. Cabrera provided a great summary of their Day at the Capitol. He thanked Ms. Torres, Mr. Esparza, and Ms. Francia Alonso, Public Information Officer, for making this possible.

## 7. ADJOURNMENT

**MOTION:** Vice Mayor Tadeo Azael De La Hoya/Mayor Nieves Riedel to adjourn the meeting at approximately 6:20 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Lizeth Servin	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 April 9, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**MINUTES**  
**Special Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**April 14, 2025**  
**6:00 p.m.**

**1. CALL TO ORDER/ROLL CALL**

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

**PRESENT:** Mayor Nieves Riedel  
Vice Mayor Tadeo Azael De La Hoya – via Zoom  
Council Member Luis E. Cabrera  
Council Member Maria Cecilia Cruz  
Council Member Esteban C. Rosales  
Council Member Lizeth Servin  
Council Member Javier Vargas

**OTHERS PRESENT:** Jenny Torres, Acting City Manager  
Kay Macuil, City Attorney  
Sonia Cornelio, City Clerk  
Antonio Maldonado, Multimedia Production & Operations Specialist  
Eulogio Vera, Director of Public Works  
Israel Lara, I.T. Technician  
Monica Campos, Systems Administrator  
Tomas Sanchez, City Engineer  
Alberto Leon, Resident  
Mark Concha, Resident

**2. PLEDGE OF ALLEGIANCE**

Council Member Javier Vargas led the Pledge of Allegiance.

### 3. DISCUSSION AND POSSIBLE ACTION ITEMS:

#### 3. A. EXECUTIVE SESSION

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

**Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3) and (4) and 38-431.03(D) on any and all matters regarding the pre-construction services procurement for a Qualified Construction Manager at Risk for the West Wastewater Treatment Plant Expansion Project and consultation for legal advice with the City Attorney including but not limited to possible directions including contract negotiations allowed in executive session under A.R.S. § 38-431.03(A) (4). (Kay Marion Macuil, City Attorney)**

**MOTION:** Council Member Maria Cecilia Cruz/Mayor Nieves Riedel to go into Executive Session at approximately 6:02 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

#### 4. MOTION TO GO BACK INTO SPECIAL SESSION

**MOTION:** Council Member Luis E. Cabrera/Council Member Maria Cecilia Cruz to go back into Special Session at approximately 6:26 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

## 5. DISCUSSION AND POSSIBLE ACTION ITEM:

### 5. A. Discussion and possible action on any and all matters regarding the pre-construction services procurement with MGC Contractors, Inc. for the West Wastewater Treatment Plant Expansion project. (Eulogio Vera, Director of Public Works)

**MOTION:** Council Member Luis E. Cabrera/Council Member Lizeth Servin to immediately terminate or abandon, without cause, the Pre-Construction Services Contract for MGC Contractors, Inc., to act as Construction Manager at Risk as approved by the Council on February 26, 2025, and direct staff to procure (according to law) pre-construction services of another person or firm for the West Wastewater Treatment Plant Improvement Project. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

## 6. ADJOURNMENT

**MOTION:** Mayor Nieves Riedel/Council Member Javier Vargas to adjourn the Special Council meeting at approximately 6:27 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye

**APPROVED:**

---

Nieves Riedel, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City of San Luis, Arizona, held on April 14, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

---

Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

**6. B.**

Meeting Date: 05/14/2025

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Summary

**DISBURSEMENTS**

**From April 15, 2025, to April 28, 2025**

**Total \$2,623,567.87**

(Two Million, Six Hundred Twenty-Three Thousand, Five Hundred Sixty-Seven Dollars and Eighty-Seven Cents)

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Attachments

Disbursements

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# City of San Luis

Finance Department

**COUNCIL MEETING MAY 7, 2025**  
**Disbursement Report from 04/15/2025 TO 04/28/2025**

<b><u>Bank Accounts</u></b>	<b><u>Check Date</u></b>	<b><u>Amount</u></b>	<b><u>Schedule</u></b>
Payroll Check Account	04/17/2025	\$ 86,641.78	Schedule A
Accounts Payable Check Account	04/18/2025	\$ 629,254.11	Schedule B
Payroll Check Account	04/24/2025	\$ 572,130.40	Schedule C
Accounts Payable Check Account	04/25/2025	\$ 1,335,541.58	Schedule D

**Total Disbursements: \$ 2,623,567.87**

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  
MAY 29 A 10:08  
CITY OF SAN LUIS  
THE CITY CLERK



# Pay Day Register

Pay Date Range 04/18/25 - 04/18/25

Pay Batch 2025LONG

## Pay Batch 2025LONG Total

Employees in Pay Batch 65

Female Employees in Pay Batch 16

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
970 - LONGEVITY PAY	.0000	111,000.00	Gross	111,000.00	AZ STATE RETIREMENT	72,000.00
Total	0.0000	\$111,000.00	Imputed Income		LONG TERM DISABILITY	72,000.00
			FEDERAL TAX WITHHOLDING	4,951.02	Total	\$8,834.40
			SOCIAL SECURITY TAX	6,881.96		
			MEDICARE	1,609.44	<b>Employer Taxes</b>	<b>Gross Base</b>
			STATE WITHHOLDING	2,081.40	MEDICARE	111,000.00
			AZ STATE RETIREMENT	8,726.40	SOCIAL SECURITY TAX	111,000.00
			LONG TERM DISABILITY	108.00	SUTA/UNEMPLOYMENT	109,500.00
			Net	\$86,641.78	Total	\$9,148.42
					<b>Workers' Comp</b>	<b>Gross Base</b>
					Total	
					<b>Direct Deposits</b>	<b>Amount</b>
					Check	\$86,641.78

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: 2025.04.29 08:16:04 -07'00'

SCHEDULE A

# Payment Register

From Payment Date: 4/14/2025 - To Payment Date: 4/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
111791	04/15/2025	Open			Accounts Payable	APS	\$52,050.45		
111792	04/18/2025	Open			Accounts Payable	ABBEY'S PAINTING LLC	\$6,300.00		
111793	04/18/2025	Open			Accounts Payable	AIRGAS USA LLC	\$83.11		
111794	04/18/2025	Open			Accounts Payable	ALDAMA, EMMANUEL	\$327.00		
111795	04/18/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,902.73		
111796	04/18/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$100.00		
111797	04/18/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$1,110.00		
111798	04/18/2025	Open			Accounts Payable	ARIZONA COUNTIES INSURANCE POOL	\$200.00		
111799	04/18/2025	Open			Accounts Payable	ARIZONA STATE TREASURER	\$33,481.88		
111800	04/18/2025	Open			Accounts Payable	ARTCRAFT & FOREMOST, INC.	\$547.33		
111801	04/18/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,846.40		
111802	04/18/2025	Open			Accounts Payable	BRATTON, WALT	\$1,625.00		
111803	04/18/2025	Open			Accounts Payable	C&D DISPOSAL LLC	\$579.01		
111804	04/18/2025	Open			Accounts Payable	CARLOS, FLORES F.	\$2,720.00		
111805	04/18/2025	Open			Accounts Payable	CENTURYLINK	\$5,666.08		
111806	04/18/2025	Open			Accounts Payable	CENTURYLINK	\$141.66		
111807	04/18/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$395.94		
111808	04/18/2025	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$2,682.86		
111809	04/18/2025	Open			Accounts Payable	CORE & MAIN LP	\$30.16		
111810	04/18/2025	Open			Accounts Payable	DAVE BANG ASSOC. INC.	\$2,470.85		
111811	04/18/2025	Open			Accounts Payable	DUARTE, YIGAL	\$113.00		
111812	04/18/2025	Open			Accounts Payable	ENTERPRISE FM TRUST	\$726.72		
111813	04/18/2025	Open			Accounts Payable	ENTERPRISE FM TRUST	\$3,653.58		
111814	04/18/2025	Open			Accounts Payable	ESPARZA, ARMANDO	\$98.00		
111815	04/18/2025	Open			Accounts Payable	EWING IRRIGATION PRODUCTS INC	\$992.85		
111816	04/18/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$633.27		
111817	04/18/2025	Open			Accounts Payable	FELIX VALDEZ, GRISELDA, N	\$50.00		
111818	04/18/2025	Open			Accounts Payable	FERRELLGAS, LP	\$690.12		
111819	04/18/2025	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	\$797.50		
111820	04/18/2025	Open			Accounts Payable	FRAGOSO, CERVANDO	\$154.01		
111821	04/18/2025	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$24,577.50		
111822	04/18/2025	Open			Accounts Payable	GILA ELECTRONIC	\$750.00		
111823	04/18/2025	Open			Accounts Payable	GIMBUT, GLENN, J.	\$565.00		
111824	04/18/2025	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	\$120,555.75		
111825	04/18/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$818.08		
111826	04/18/2025	Open			Accounts Payable	HOLLIS BROTHERS, LLC	\$6,750.00		
111827	04/18/2025	Open			Accounts Payable	HUBER TECHNOLOGY, INC	\$34,212.38		
111828	04/18/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$373.11		
111829	04/18/2025	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$1,195.23		
111830	04/18/2025	Open			Accounts Payable	LA CARE HEALTH PLAN	\$1,139.85		
111831	04/18/2025	Open			Accounts Payable	LIMON CAZARES, EMMA	\$50.00		

# Payment Register

From Payment Date: 4/14/2025 - To Payment Date: 4/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
111832	04/18/2025	Open			Accounts Payable	LOPEZ, CESAR	\$2,450.00		
111833	04/18/2025	Open			Accounts Payable	LOWE'S HIW, INC.	\$2,352.06		
111834	04/18/2025	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$193.01		
111835	04/18/2025	Open			Accounts Payable	NUNO, JAVIER	\$260.00		
111836	04/18/2025	Open			Accounts Payable	PHOENIX SHAVER AND ELECTRONICS CENTER INC	\$7,349.72		
111837	04/18/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$1,185.00		
111838	04/18/2025	Open			Accounts Payable	RIVERSIDE ENVIRONMENTAL SERVICES, INC.	\$4,500.00		
111839	04/18/2025	Open			Accounts Payable	SABORI, MARIA	\$150.00		
111840	04/18/2025	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$3,303.98		
111841	04/18/2025	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$3,796.11		
111842	04/18/2025	Open			Accounts Payable	SUPREME BUILDERS LLC	\$9,200.00		
111843	04/18/2025	Open			Accounts Payable	SWIFTCOMPLY US OPCO INC	\$5,072.00		
111844	04/18/2025	Open			Accounts Payable	THE FIBER OPTIC MARKETPLACE LLC	\$3,310.00		
111845	04/18/2025	Open			Accounts Payable	THE GALLERY COLLECTION	\$749.54		
111846	04/18/2025	Open			Accounts Payable	THE HOME DEPOT	\$442.13		
111847	04/18/2025	Open			Accounts Payable	UNITED HEALTHCARE	\$66.40		
111848	04/18/2025	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$5,266.52		
111849	04/18/2025	Open			Accounts Payable	YUMA COUNTY CHAMBER	\$100.00		
111850	04/18/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$1,674.37		
111851	04/18/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$257.89		
Type Check Totals:									
EFT									
7386	04/18/2025	Open			Accounts Payable	ADEMCO INC,	\$1,386.64		
7387	04/18/2025	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$17,782.71		
7388	04/18/2025	Open			Accounts Payable	ARK WIRELESS & NETWORKING	\$300.00		
7389	04/18/2025	Open			Accounts Payable	CDWG	\$4,575.56		
7390	04/18/2025	Open			Accounts Payable	CROWN AWARDS	\$1,229.40		
7391	04/18/2025	Open			Accounts Payable	CSC OF YUMA	\$56.67		
7392	04/18/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$110.50		
7393	04/18/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$272.31		
7394	04/18/2025	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$360.00		
7395	04/18/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$4,211.00		
7396	04/18/2025	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$20.38		
7397	04/18/2025	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$5,208.49		
7398	04/18/2025	Open			Accounts Payable	HIGHERGROUND, INC.	\$13,779.00		
7399	04/18/2025	Open			Accounts Payable	JSA COMPANY	\$26,933.00		
7400	04/18/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$10,239.59		
7401	04/18/2025	Open			Accounts Payable	KTL&C, LLC.	\$939.79		
7402	04/18/2025	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$40,100.47		
7403	04/18/2025	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$9,498.16		
7404	04/18/2025	Open			Accounts Payable	MN8 ENERGY OPERATING COMPANY LLC	\$26,295.55		
7405	04/18/2025	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	\$902.05		

# Payment Register

From Payment Date: 4/14/2025 - To Payment Date: 4/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7406	04/18/2025	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$1,560.00		
7407	04/18/2025	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$5,600.00		
7408	04/18/2025	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$53,269.00		
7409	04/18/2025	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$600.00		
7410	04/18/2025	Open			Accounts Payable	POINT EMBLEMS, LLC	\$401.96		
7411	04/18/2025	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$880.00		
7412	04/18/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$61.47		
7413	04/18/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$1,500.00		
7414	04/18/2025	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$252.24		
7415	04/18/2025	Open			Accounts Payable	SAM'S CLUB	\$2,750.84		
7416	04/18/2025	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$7,297.25		
7417	04/18/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$90.00		
7418	04/18/2025	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$6,659.40		
7419	04/18/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$492.10		
7420	04/18/2025	Open			Accounts Payable	STRONG, CAMERON, T	\$1,280.00		
7421	04/18/2025	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$2,734.16		
7422	04/18/2025	Open			Accounts Payable	ULINE, INC.	\$3,620.58		
7423	04/18/2025	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$1,464.40		
7424	04/18/2025	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$240.00		
7425	04/18/2025	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
7426	04/18/2025	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	\$600.00		
7427	04/18/2025	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$2,235.33		
7428	04/18/2025	Open			Accounts Payable	YUMA SUN INC	\$2,136.00		
7429	04/18/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$2,325.18		
Type EFT Totals:									
							44 Transactions	\$262,418.97	

# Payment Register

From Payment Date: 4/14/2025 - To Payment Date: 4/18/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable Totals									
<b>Checks</b>									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		61			\$366,835.14		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		Stopped		0			\$0.00		\$0.00
		<b>Total</b>		<b>61</b>			<b>\$366,835.14</b>		<b>\$0.00</b>
<b>EFTs</b>									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		44			\$262,418.97		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		<b>Total</b>		<b>44</b>			<b>\$262,418.97</b>		<b>\$0.00</b>
<b>All</b>									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		105			\$629,254.11		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		Stopped		0			\$0.00		\$0.00
		<b>Total</b>		<b>105</b>			<b>\$629,254.11</b>		<b>\$0.00</b>
<b>Grand Totals:</b>									
<b>Checks</b>									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		61			\$366,835.14		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		Stopped		0			\$0.00		\$0.00
		<b>Total</b>		<b>61</b>			<b>\$366,835.14</b>		<b>\$0.00</b>
<b>EFTs</b>									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		44			\$262,418.97		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		<b>Total</b>		<b>44</b>			<b>\$262,418.97</b>		<b>\$0.00</b>
<b>All</b>									
		Status		Count			Transaction Amount		Reconciled Amount
		Open		105			\$629,254.11		\$0.00
		Reconciled		0			\$0.00		\$0.00
		Voided		0			\$0.00		\$0.00
		Stopped		0			\$0.00		\$0.00
		<b>Total</b>		<b>105</b>			<b>\$629,254.11</b>		<b>\$0.00</b>

Digitally signed by: Guadalupe Canez  
 DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov C = AD  
 Date: 2025.04.18 10:52:08 -0700



# Pay Day Register

Pay Date Range 04/05/25 - 04/18/25

Pay Batch 202509

## Pay Batch 202509 Total

Employees in Pay Batch 349

Female Employees in Pay Batch 94

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	25,922.0000	668,160.01	Gross	821,716.26	ASRS ALTERNATE	860.69	8,446.40
1001 - LEAVE WITHOUT PAY	292.5869	.00	Imputed Income		AZ STATE RETIREMENT	57,686.21	475,959.35
1007 - ON CALL WORKED HOURS	27.2500	692.86	FEDERAL TAX WITHHOLDING	49,658.59	DENTAL = FAMILY	457.70	.00
1009 - PART TIME	189.5000	3,001.01	SOCIAL SECURITY TAX	50,946.36	LONG TERM DISABILITY	713.93	475,959.35
1010 - PART TIME FIREFIGHTERS	103.0000	2,048.39	MEDICARE	11,914.71	MEDICAL MEX ONLY - EE &	1,944.80	.00
201 - OVERTIME	1,056.0000	41,470.06	STATE WITHHOLDING	14,446.97	MEDICAL MEX ONLY - EE &	7,486.93	.00
202 - OP STONE GARDEN- O.T.	562.5000	29,561.31	24-7 GET FIT- GYM	1,350.00	MEDICAL MEX ONLY - EE &	1,414.40	.00
2023 - FMLA - SICK LEAVE	266.1900	6,468.38	AM. FIDELITY - HEALTH FSA	50.00	MEDICAL MEX ONLY - EE ONLY	551.00	.00
2024 - FMLA - VACATION LEAVE	40.9000	743.06	AM. FIDELITY- ACCIDENT-POST	25.01	MEX & US HEALTH = EE	59,576.74	.00
2036 - MARSHALS OT	10.0000	424.05	AM. FIDELITY- ACCIDENT-PRE	540.70	MEX ONLY DENTAL - EE &	149.52	.00
2038 - FMLA - LEAVE WITHOUT	20.5900	.00	AM. FIDELITY- CANCER-POST	28.70	MEX ONLY DENTAL - EE &	417.56	.00
210 - SRO	183.0000	5,468.13	AM. FIDELITY- CANCER-PRE TAX	136.15	MEX ONLY DENTAL - EE &	149.52	.00
300 - VACATION EARNED	1,359.8101	.00	AM. FIDELITY- GCI -POST TAX	48.51	MEX ONLY DENTAL - EE ONLY	56.98	.00
301 - VACATION USED	794.9800	21,627.26	AM. FIDELITY- GHI- PRE TAX	275.40	PSPRS - ALTERNATE	212.38	2,654.75
400 - SICK EARNED	1,316.0850	.00	AM. FIDELITY- LIFE -POST TAX	392.90	PSPRS FIRE DB NORM - TIER 1	9,225.85	72,874.20
405 - SCHEDULED SICK LEAVE	309.0400	7,377.61	AM. FIDELITY- TX LIFE -POST	173.31	PSPRS FIRE DB NORM - TIER 2	609.66	4,815.58
406 - UNSCHEDULED SICK LEAVE	590.7500	13,721.96	AZ COPS - SLPD	525.00	PSPRS FIRE DB NORM - TIER 3	5,751.22	64,693.39
501 - WC PUBLIC SAFETY USED	83.7500	1,851.72	AZ STATE RETIREMENT	57,686.21	PSPRS FIRE DB UNFUND - TIER	437.24	72,874.20
502 - ON CALL PAY I.T.	.0000	100.00	BORDER GYM - GYM	300.00	PSPRS FIRE DB UNFUND - TIER	28.89	4,815.58
503 - STAND-BY PAY	649.0000	1,298.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	472.47	66,545.11
809 - RETRO PAY	354.4400	12,041.12	DEFERRED COMP - ROTH	990.00	PSPRS POLICE DB NORM - TIER	8,236.63	82,531.44
900 - COMPENSATION EARNED	7.5000	.00	DEFERRED COMP - ROTH	360.92	PSPRS POLICE DB NORM - TIER	1,495.52	14,985.16
901 - COMPENSATION USED	4.8750	108.51	DEFERRED COMPENSATION	2,970.00	PSPRS POLICE DB NORM - TIER	6,297.26	70,835.29
921 - STEP OVERTIME	28.5000	1,313.82	DEFERRED COMPENSATION	625.72	PSPRS POLICE DB UNFUND -	3,656.16	82,531.44
923 - BORDER FITNESS - GYM	.0000	300.00	FOP/ALC	420.00	PSPRS POLICE DB UNFUND -	663.84	14,985.16
932 - 24-7 GET FIT - GYM	.0000	1,350.00	GARNISHMENT - CHILD	3,055.10	PSPRS POLICE DB UNFUND -	3,371.74	70,835.29
965 - PD - STAND-BY PAY	.0000	2,115.00	IAFF- FIRE DEPT	1,545.00	STANDARD LIFE	3,106.26	.00
967 - FD - SPECIAL ASSIGNMNT	237.0000	474.00	LEGAL SHIELD	59.31	STANDARD LTD	1,589.18	293,428.38
Total	34,409.2470	\$821,716.26	LONG TERM DISABILITY	713.93	STANDARD STD	5,159.18	.00
			MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	350.68	.00
			MEX ONLY DENTAL - EE &	192.36	U.S. MEX DENTAL - EE &	79.70	.00
			MEX ONLY DENTAL - EE &	537.24	US & MEX DENTAL - EE	3,356.16	.00
			MEX ONLY DENTAL - EE &	192.36	US & MEX HEALTH = C	17,469.00	.00
			MEX ONLY HEALTH - EE & CH	570.46	US & MEX HEALTH = FAMILY	25,980.15	.00
			MEXICO ONLY HEALTH - EE &	2,196.17	US & MEX HEALTH = SP	3,396.75	.00
			MEXICO ONLY HEALTH - EE &	414.88	VISION - SINGLE	1,206.28	.00
			MISCELLANEOUS	195.00	VSP- VISION	582.75	.00
			PAC FUND- FIRE DEPT.	123.00	WC PSPRS 17.78	329.24	1,851.72
			PS DEFERRED COMP - ROTH	705.00	Total	\$234,530.17	



# Pay Day Register

Pay Date Range 04/05/25 - 04/18/25

Pay Batch 202509

PS DEFERRED COMP - ROTH	349.39	2,687.61
PS DEFERRED COMP TIAA -	593.82	14,302.97
PS DEFERRED COMPENSATION	1,790.00	.00
PSPRS FIRE DB RATE - TIER 1a	4,625.42	60,462.75
PSPRS FIRE DB RATE - TIER 1b	949.47	12,411.45
PSPRS FIRE DB RATE - TIER 2	368.39	4,815.58
PSPRS FIRE DB RATE - TIER 3	5,751.22	64,693.39
PSPRS POLICE DB RATE - TIER	4,529.63	59,211.02
PSPRS POLICE DB RATE - TIER	1,784.02	23,320.42
PSPRS POLICE DB RATE - TIER 2	1,146.36	14,985.16
PSPRS POLICE DB RATE - TIER 3	6,297.26	70,835.29
STANDARD LIFE ADDTNL	835.74	.00
TRANSWESTERN MEXICAN	139.50	.00
U.S. MEX DENTAL - EE &	451.66	.00
U.S. MEX DENTAL - EE &	102.65	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	589.26	.00
US & MEX HEALTH = C	5,181.18	.00
US & MEX HEALTH = FAMILY	7,620.90	.00
US & MEX HEALTH = SP	996.38	.00
VSP - VISION CHILDREN	243.95	.00
VSP - VISION FAMILY	376.38	.00
VSP - VISION SPOUSE	153.34	.00
Net	<u>\$572,130.40</u>	

Employer Taxes		Gross Base
MEDICARE	11,914.71	821,716.26
SOCIAL SECURITY TAX	50,946.36	821,716.26
SUTA/UNEMPLOYMENT	4,718.99	786,465.97
Total	<u>\$67,580.06</u>	

Workers' Comp		Gross Base
Ambulance EMT Search &	3,514.27	73,983.81
ANIMAL CONTROL OFFICERS	81.32	3,614.32
ATTORNEY- ALL & CLERICAL-	70.23	31,931.65
AUTO SERVICE/ REPAIR	318.87	11,429.36
BUILDING- NOC OPER BY	660.94	18,258.54
BUS COMPANY AND DRIVERS	83.99	1,521.60
CLERICAL OFFICE/ LIBRARY/	458.64	191,114.87
Electrician	68.58	2,184.00
FIREFIGHTERS & DRIVERS	3,702.31	77,943.49
GARBAGE/ ASH/ REFUSE	770.76	12,332.22
Homemaker Service	45.57	1,989.82
Motion Picture Production	16.49	2,537.43
MUNICIPAL/ TOWN/	978.28	55,901.56
PARKS- NOC ALL EMPLOYEES	871.49	28,113.96
POLICE OFFICERS	8,833.04	185,958.23
RECREATION- ALL EMPLOYEES/	308.83	22,542.61
SEWAGE DISPOSAL/ PLANT	1,316.42	38,267.83
Street or Road Construction	2,747.25	31,112.40
WATERWORKS OPERATIONS	1,074.98	30,978.56
Total	<u>\$25,922.26</u>	

Direct Deposits	Amount
1st Bank Yuma	44,888.50
ACADEMY BANK	3,041.86
Ally Bank	1,589.45
AVENIR FINANCIAL	46,445.30
Bank of America	6,649.49
Bankcorp	200.00
CAPITAL ONE	3,739.02
Charles Sch	250.00
Chase Bank	271,325.46
CHASE BANK CA	2,065.73
CHASE BANK MORGAN	1,631.65
CHASE BANK TX	3,179.92
chase centro	2,051.75



# Pay Day Register

Pay Date Range 04/05/25 - 04/18/25

Pay Batch 202509

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: 2025.04.24 13:41:  
12 -07'00'

discover	400.00
FF CREDIT UNION	2,321.46
FIDELITY	337.37
FIREFIGHTER FIRST CREDIT UNION	12,430.47
HUGHES FCU	1,960.09
MECHNICS BANK	252.94
National Bank	1,341.15
Navy Federal	34,731.02
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	856.32
PATHWARD	1,481.94
SOFI BANK	2,852.13
Sunbank	2,147.74
THE FOOTHILLS BANK	896.85
USAA FEDERAL SAVING	1,278.41
VANTAGE WEST	2,121.19
WASHINGTON FEDERAL	1,454.13
Wells Fargo	101,222.58
WELLS FARGO ARKANSAS	1,779.13
WELLS FARGO CA	3,919.65
WELLS FARGO MN	1,334.60
WELLS FARGO YUMA	2,863.73
Total	<u>\$565,161.03</u>
Check	\$6,969.37

# Payment Register

From Payment Date: 4/21/2025 - To Payment Date: 4/25/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
111852	04/24/2025	Open			Accounts Payable	FOP/ALC	\$420.00		
111853	04/24/2025	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$525.00		
111854	04/24/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,289.56		
111855	04/24/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
111856	04/24/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$123.00		
111857	04/24/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,545.00		
111858	04/25/2025	Open			Accounts Payable	ADORAMA, INC.	\$22,841.35		
111859	04/25/2025	Voided		04/25/2025	Accounts Payable	ALDAMA, EMMANUEL	\$152.00		
111860	04/25/2025	Open			Accounts Payable	APS	\$50.00		
111861	04/25/2025	Open			Accounts Payable	AZ ASSOCIATION OF CHIEF OF PD	\$250.00		
111862	04/25/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$4,758.45		
111863	04/25/2025	Open			Accounts Payable	BRUSH IT LLC	\$375.00		
111864	04/25/2025	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	\$1,276.70		
111865	04/25/2025	Open			Accounts Payable	CARDENAS, ERNESTO	\$115.46		
111866	04/25/2025	Open			Accounts Payable	CENTURYLINK	\$394.23		
111867	04/25/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$898.00		
111868	04/25/2025	Open			Accounts Payable	CORE & MAIN LP	\$4,195.75		
111869	04/25/2025	Open			Accounts Payable	DOMINGUEZ, DANIEL	\$338.00		
111870	04/25/2025	Open			Accounts Payable	DOMINGUEZ, RUBEN	\$178.83		
111871	04/25/2025	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$40,937.00		
111872	04/25/2025	Open			Accounts Payable	EMAZON, JESUS	\$348.00		
111873	04/25/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$1,052.74		
111874	04/25/2025	Open			Accounts Payable	FERGUSON WATERWORKS	\$417.05		
111875	04/25/2025	Open			Accounts Payable	GARCIA, JESUS	\$150.00		
111876	04/25/2025	Open			Accounts Payable	GARCIA, PABLO	\$240.00		
111877	04/25/2025	Open			Accounts Payable	GARCIA TORRES, GUSTAVO	\$2,424.00		
111878	04/25/2025	Open			Accounts Payable	GOMEZ, MARCO	\$329.00		
111879	04/25/2025	Open			Accounts Payable	GONZALEZ, JAVIER	\$86.00		
111880	04/25/2025	Open			Accounts Payable	GREW, MITCHELL	\$86.00		
111881	04/25/2025	Open			Accounts Payable	HOWMEDICA OSTEONICS CORP	\$1,511.10		
111882	04/25/2025	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$200.00		
111883	04/25/2025	Open			Accounts Payable	I SPIEWAK & SONS INC	\$1,829.50		
111884	04/25/2025	Open			Accounts Payable	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	\$220.00		
111885	04/25/2025	Open			Accounts Payable	JJ KELLER & ASSOCIATES	\$194.40		
111886	04/25/2025	Open			Accounts Payable	LOPEZ, BRENDA	\$300.00		
111887	04/25/2025	Open			Accounts Payable	LOPEZ, CESAR	\$2,450.00		
111888	04/25/2025	Open			Accounts Payable	LOPEZ, ENRIQUE	\$329.00		
111889	04/25/2025	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$5,900.00		
111890	04/25/2025	Open			Accounts Payable	MAGANA, AMBAR	\$74.00		
111891	04/25/2025	Open			Accounts Payable	MALDONADO, JUAN, J	\$203.00		
111892	04/25/2025	Open			Accounts Payable	NIEBLAS BRIZUELA, JOSE, G	\$500.00		

# Payment Register

From Payment Date: 4/21/2025 - To Payment Date: 4/25/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
111893	04/25/2025	Open			Accounts Payable	NOVA BIOMEDICAL CORPORATION	\$576.00		
111894	04/25/2025	Open			Accounts Payable	ORTEGA, KEYLA	\$100.00		
111895	04/25/2025	Open			Accounts Payable	PENA DE SUAREZ, MARIA	\$150.00		
111896	04/25/2025	Open			Accounts Payable	PERFECT RULES INC.	\$5,000.00		
111897	04/25/2025	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$485.00		
111898	04/25/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$1,297.97		
111899	04/25/2025	Open			Accounts Payable	QUAIL CONSTRUCTION, LLC	\$625.24		
111900	04/25/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$1,000.00		
111901	04/25/2025	Open			Accounts Payable	RAMIREZ, FELIPE	\$144.00		
111902	04/25/2025	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$200.00		
111903	04/25/2025	Open			Accounts Payable	RODARTE, RODRIGO	\$329.00		
111904	04/25/2025	Open			Accounts Payable	TORRES, JESUS, A	\$300.00		
111905	04/25/2025	Open			Accounts Payable	TRIPLE BBB GAS STATION	\$100.00		
111906	04/25/2025	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$3,586.00		
111907	04/25/2025	Open			Accounts Payable	UNITED IRON WORKS & TRUCKS BODY, LLC	\$272.87		
111908	04/25/2025	Open			Accounts Payable	URIAS, FRANCISCO	\$100.00		
111909	04/25/2025	Open			Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.	\$4,900.00		
111910	04/25/2025	Open			Accounts Payable	VIZCARRA ACUNA, ERNESTO, ADOLFO	\$240.00		
111911	04/25/2025	Open			Accounts Payable	WAL-MART	\$27.00		
111912	04/25/2025	Open			Accounts Payable	WALKER, BARBARA	\$300.00		
111913	04/25/2025	Open			Accounts Payable	YUMA COMMUNITY FOOD BANK	\$40,000.00		
111914	04/25/2025	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$10,075.74		
111915	04/25/2025	Open			Accounts Payable	YUMA VALLEY CONTRACTORS	\$238,980.19		
111916	04/25/2025	Open			Accounts Payable	ZARAGOZA, LETICIA	\$130.00		
111917	04/25/2025	Open			Accounts Payable	MGC CONTRACTORS, INC	\$530,649.12		
111918	04/25/2025	Open			Accounts Payable	PEREDA VELASCO, JUAN, CARLOS	\$1,200.00		
Type Check Totals:									
EFT									
7431	04/25/2025	Open			Accounts Payable	4 IMPRINT	\$2,651.21		
7432	04/25/2025	Open			Accounts Payable	ALSCO, INC	\$2,598.10		
7433	04/25/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,394.52		
7434	04/25/2025	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$1,687.67		
7435	04/25/2025	Open			Accounts Payable	ASSA ABLOY ENTRANCE SYSTEM US INC.	\$2,859.36		
7436	04/25/2025	Open			Accounts Payable	AUTOZONE STORES, INC	\$3,616.86		
7437	04/25/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,516.17		
7438	04/25/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$2,437.65		
7439	04/25/2025	Open			Accounts Payable	BOTACH INC	\$743.98		
7440	04/25/2025	Open			Accounts Payable	BRIGHTLY SOFTWARE, INC.	\$2,926.05		
7441	04/25/2025	Open			Accounts Payable	BSN SPORTS	\$1,879.49		
7442	04/25/2025	Open			Accounts Payable	CDWG	\$141,419.61		
7443	04/25/2025	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$3,601.78		
7444	04/25/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$856.42		
7445	04/25/2025	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$1,000.00		

# Payment Register

From Payment Date: 4/21/2025 - To Payment Date: 4/25/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7446	04/25/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$183.25		
7447	04/25/2025	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$3,189.22		
7448	04/25/2025	Open			Accounts Payable	EXCEPTIONAL WATER SYSTEMS, LLC	\$2,680.19		
7449	04/25/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$495.00		
7450	04/25/2025	Open			Accounts Payable	FRUTH GROUP INC	\$2,486.77		
7451	04/25/2025	Open			Accounts Payable	GARCIA, JESUS	\$132.00		
7452	04/25/2025	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$4,867.11		
7453	04/25/2025	Open			Accounts Payable	HIREQUEST LLC	\$2,251.32		
7454	04/25/2025	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$5,416.66		
7455	04/25/2025	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$6,189.00		
7456	04/25/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,428.48		
7457	04/25/2025	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$207.08		
7458	04/25/2025	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$2,445.29		
7459	04/25/2025	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$261.00		
7460	04/25/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$77.53		
7461	04/25/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,849.59		
7462	04/25/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$2,322.01		
7463	04/25/2025	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$2,625.00		
7464	04/25/2025	Open			Accounts Payable	POLAR ICE LLC	\$698.04		
7465	04/25/2025	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$114.00		
7466	04/25/2025	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$108.00		
7467	04/25/2025	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$257.39		
7468	04/25/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$235.62		
7469	04/25/2025	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$31,808.39		
7470	04/25/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$800.00		
7471	04/25/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$5,308.00		
7472	04/25/2025	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$1,946.20		
7473	04/25/2025	Open			Accounts Payable	SEBIS DIRECT INC.	\$4,014.33		
7474	04/25/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,736.00		
7475	04/25/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$87.00		
7476	04/25/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$7,369.06		
7477	04/25/2025	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$143.10		
7478	04/25/2025	Open			Accounts Payable	ULINE, INC.	\$80.87		
7479	04/25/2025	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	\$758.38		
7480	04/25/2025	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	\$3,425.97		
7481	04/25/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$42.75		
7482	04/25/2025	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	\$115,531.40		
7483	04/25/2025	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$6.00		
7484	04/25/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$6,486.48		
Type EFT Totals:									
1BPAYABLE - 1st BY Accounts Payable Totals									
							54 Transactions	\$393,252.33	

# Payment Register

From Payment Date: 4/21/2025 - To Payment Date: 4/25/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
		Open			66		\$942,137.25	\$0.00	
		Reconciled			0		\$0.00	\$0.00	
		Voided			1		\$152.00	\$0.00	
		Stopped			0		\$0.00	\$0.00	
		<b>Total</b>			<b>67</b>		<b>\$942,289.25</b>	<b>\$0.00</b>	
				<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
		Open			54		\$393,252.33	\$0.00	
		Reconciled			0		\$0.00	\$0.00	
		Voided			0		\$0.00	\$0.00	
		<b>Total</b>			<b>54</b>		<b>\$393,252.33</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
		Open			120		\$1,335,389.58	\$0.00	
		Reconciled			0		\$0.00	\$0.00	
		Voided			1		\$152.00	\$0.00	
		Stopped			0		\$0.00	\$0.00	
		<b>Total</b>			<b>121</b>		<b>\$1,335,541.58</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
		Open			66		\$942,137.25	\$0.00	
		Reconciled			0		\$0.00	\$0.00	
		Voided			1		\$152.00	\$0.00	
		Stopped			0		\$0.00	\$0.00	
		<b>Total</b>			<b>67</b>		<b>\$942,289.25</b>	<b>\$0.00</b>	
				<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
		Open			54		\$393,252.33	\$0.00	
		Reconciled			0		\$0.00	\$0.00	
		Voided			0		\$0.00	\$0.00	
		<b>Total</b>			<b>54</b>		<b>\$393,252.33</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
		Open			120		\$1,335,389.58	\$0.00	
		Reconciled			0		\$0.00	\$0.00	
		Voided			1		\$152.00	\$0.00	
		Stopped			0		\$0.00	\$0.00	
		<b>Total</b>			<b>121</b>		<b>\$1,335,541.58</b>	<b>\$0.00</b>	

Guadalupe Canez  
 Digitally signed by: Guadalupe Canez  
 DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov  
 C = AD  
 Date: 2025.04.25 15:01:13 -07'00'



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

**7. A.**

**Meeting Date:** 05/14/2025

**Department Head:** Jenny Torres, Acting City Manager, Administration

**Submitted By:** Jenny Torres, Acting City Manager, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the appointment of a member to serve on the Western Arizona Council of Governments (WACOG) Yuma County Advisory Council. **(Jenny Torres, Acting City Manager)**

#### SUMMARY:

Western Arizona Council of Governments (WACOG) is a community action agency that provides a comprehensive array of services to help people achieve their highest level of self-sufficiency. WACOG comprises member entities of cities, towns, and counties within Yuma County, La Paz County, and Mohave County. Each entity appoints an official representative to serve on the board. On January 22, 2025, the San Luis City Council appointed Council member Javier Vargas to the WACOG executive board. WACOG has several advisory councils or subcommittees. Council Member Maria Cecilia Cruz currently serves on the Regional Council of Aging. There is a vacancy on the WACOG Yuma County Advisory Council (YCAC). The YCAC meetings are held every other month at 10:00 am in the Yuma WACOG office, and Zoom is optional.

Council member Lizeth Servin is interested in serving on the Yuma County Advisory Council (YCAC) Board.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPOINT \_\_\_\_\_ TO SERVE ON THE WACOG YUMA COUNTY ADVISORY COUNCIL.**

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#### 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):**

NO FISCAL IMPACT.

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## Attachments

YCAC By laws

YCAC Board Meetings Calendar

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**BY-LAWS**

**WESTERN ARIZONA COUNCIL OF GOVERNMENTS**

**YUMA COUNTY ADVISORY COUNCIL**

**ARTICLE I**

**NAME**

- section 1.** The name of this organization shall be the Yuma County Advisory Council to the Western Arizona Council of Governments Human Services Department. The term "YCAC" when used hereinafter shall mean the Yuma County Advisory Council.

**ARTICLE II**

**OBJECTIVES:**

- Section 1.** The Mission of WACOG and primary purpose of the Advisory Council is to educate, stimulate, promote and develop to their fullest potential all human, natural, social, and economic resources for disadvantaged people in Yuma County.

- Section 2.** The goal of WACOG and the Advisory Council is to work towards the elimination of poverty; to alleviate the symptoms and eradicating the causes of poverty; to help people help themselves when they are in economic, social or educational need. This is done by identifying changing community needs, mobilizing resources, administering programs that address ongoing community needs, and individual and systemic advocacy on behalf of those WACOG serves in Yuma County.

- Section 3.** The Advisory Council envisions a future in which the community and its members have the human, natural, social and economic resources needed to have a sustainable economic and social quality of life. YCAC embraces, encourages, and is strengthened by WACOG's diversity in programs and staff, and its uniqueness in serving people of all ages, from infants to senior citizens.

The Advisory Council supports WACOG in continuing to provide coordinated services and directly serve some of the most pressing needs of Yuma County residents. The ultimate goal is to "change peoples' lives", through responsive, supportive, progressive, and proactive holistic services and coordination with the Community in addressing the pressing needs. The Advisory Council will support WACOG to continue to improve its efficiency and effectiveness in service coordination and delivery and will continue to support other local community based single-purpose organizations.

The Yuma Advisory Council will support and encourage WACOG to continue to build upon its unique strengths and expand its partnerships with local service organizations to ensure the agency continuously works toward achieving and maintaining excellence in social and human services in Yuma County.

**Section 4.** Specific functions of the Advisory Council include such activities as:

- a. Creating among the citizens of the county an awareness of poverty and the causes of poverty.
- b. Providing leadership, coordination, information and ideas relevant to the elimination of poverty.
- c. Planning and allocation of Service Intents and Funding for Social Service Block Grant, SSBG Local Plan.
- d. Planning and allocation of Human Services Department, direct service anti-poverty funding.
- e. Establishing and maintaining appropriate liaisons with industry and business, personnel, agencies, groups and individuals interested in the social and economic development of the county, especially as it relates to the disadvantaged.
- f. Reviewing and making recommendations for improvement of community programs and plans as they relate to the disadvantaged.
- g. Identifying major areas of program needs, analysis will be supplemented by findings from other projects, studies, and experience in other communities. Emphasis will be placed on key problem areas identified in the inventory of community poverty and on programs and activities which involve the residents of the areas and members of the groups to be served. Problems will be reviewed for both their short-term and long-term applications.
- h. In researching and implementing programs, emphasis will be given to:
  1. The coordination of different aspects of anti-poverty programs.
  2. The participation of the poor and/or their representatives in planning, carrying out, and evaluating anti-poverty programs
  3. Linkage of the Community Action Programs to external anti-poverty programs, including but not limited to job development and nutritional needs.

**ARTICLE III**

**MEMBERSHIP:**

**Section 1.** Membership on the Advisory Council shall be 15 voting members elected and/or appointed as follows:

- a. One third of the members shall be elected public officials or their designated representatives.
- b. One third or more of the members shall be democratically selected representatives of the low-income that reside within Yuma County.
- c. One third of the members may be representatives of private business or community groups.
- d. Appointments shall be for a three-year term.

- e. No individual other than an elected public official or his representative may serve more than three three-year terms consecutively nor more than eighteen years total.
- f. No individual may serve more than nine consecutive years without a one-year interval between the first nine-year period of service and the second nine years.
- g. Public officials or their designated representatives serve only while they (or their appointing officials) are in public office.
- h. YCAC shall develop and maintain a board composition and selection policy.

## **ARTICLE IV**

### **REMOVAL**

- Section 1. Any YCAC member may be removed from office by a majority vote of the council members whenever in the YCAC's judgment the best interest of WACOG will be served. Such removal shall be included on the agenda of a regular meeting of the council and the reason(s) for the proposed removal shall be given at the council meeting. The councilmember whose removal is proposed shall be afforded an opportunity to respond to stated reason(s), and is not eligible to vote on the removal.
- a. YCAC may remove a councilmember for cause, including but not limited to, for example, false certification on the application, three consecutive unexcused absences from YCAC meetings, failure to comply with conflict of interest policy, and taking actions that are against the best interest of the organization.

## **ARTICLE V**

### **MEETINGS**

- Section 1. Council meetings will be scheduled for the second Thursday of each month, unless a different day is approved through action of the Council, and will be held on an as needed basis. Meetings will be conducted at least quarterly.
- a. The annual meeting shall be held on the first meeting of the fiscal year usually in the month of September.
  - b. Special meetings may be called by the Chairperson or by a majority of the seated YCAC members.
  - c. A written notice shall be sent to all members of all regular and special meetings. Such notice shall be e-mailed, or mailed as needed, seven to ten days prior to each meeting.
  - d. Public Announcements of the meeting will be posted on the WACOG website at least ten days prior to the meeting and other media outlets as needed.

## ARTICLE VI

### NOMINATIONS:

- Section 1.** The governance committee shall be appointed by the Chairperson and reaffirmed by the Council at the first meeting of the fiscal year normally held in the month of September
- a. Nominations for Officers may be submitted no more than thirty days prior, up to and during the annual meeting held in September.

## ARTICLE VII

### DUTIES OF OFFICERS:

- Section 1.** The Chairperson shall preside at all meetings. Chairperson shall appoint all committees and have general supervision of the work of the Council. The Chairperson shall be the ex-officio, a member of all committees of the Council
- The Vice Chairperson shall preside in the absence of the Chairperson and shall have general supervision of the Council in the absence of the Chairperson.
- Section 2.** Any vacancy in office shall be filled by a special election held at the next meeting following the announcement of the vacancy.
- Section 3.** Officers may be elected for one additional term, but after election to two (2) successive terms to the same office, re-election to that office is barred for one year.

## ARTICLE VIII

### COMMITTEES:

- Section 1.** All committees shall fairly reflect the composition of the full Council.
- Section 2.** The governance committee is responsible for councilmember recruitment, orientation, training and evaluation and shall be comprised of a minimum of one representative of each of the tripartite designations.
- a. The governance committee with staff and full YCAC support conducts low-income democratic selection process.
- b. The governance committee with staff and full YCAC support makes recommendations for public and private sector representatives.
- c. The governance committee with staff and full YCAC support works to fill vacancies as they arise.

- d. The governance committee with staff and full YCAC support develops written job descriptions/expectations for council members.
- e. The governance committee assigns existing board members to mentor new council members.
- f. The governance committee coordinates the orientation for new councilmember's and training for all council members.
- g. The governance committee coordinates the council's periodic evaluation of itself and of individual board members; During the board evaluation process, the governance committee will obtain feedback from individual board members on how the board is working, what they like and don't like about serving on the board, how the board could improve its meetings and other operations, and what individual board members' interests are.

## **ARTICLE IX**

### **CONFLICT OF INTEREST POLICY:**

**Section 1.** The YCAC shall develop and maintain a conflict of interest policy.

## **ARTICLE X**

### **GENERAL RULES FOR MEETINGS:**

**Section 1.** A quorum shall consist of the members present for voting purposes.

**Section 2.** All meetings of the Council shall be open meetings.

**Section 3.** Each member shall have one vote in all matters brought before the Council.

**Section 4.** Roberts Rules of Order Revised shall be the guide for conducting meetings when not in conflict with the By-Laws as amended.

**Section 5.** Proxy votes will be allowed for members representing an organization/business and elected official.

## **ARTICLE XI**

### **ATTENDANCE:**

**Section 1.** Any Council member who has missed three (3) unexcused consecutive meetings shall be deemed to have resigned.

**Section 2.** With the exception of the elected official, the resignation shall result in the governance committee, with staff and full YCAC support, recruiting and making a recommendation to the YCAC to fill the vacancy.

## ARTICLE XII

### **AMENDMENTS:**

- Section 1.** These By-Laws may be amended at any regular meeting after one reading of the Council by a two third vote of the members present. Such amendments must be proposed in writing by an active member at the meeting immediately preceding that at which the amendment is to be voted on. Upon its adoption, a copy of the amended By-Laws shall be distributed to each Council member.
- Section 2.** These By-Laws will be reviewed and approved annually, whether amended or not, at the first meeting of the Fiscal Year, usually in the month of September.

# 2024/25 WACOG Meetings

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

**7. B.**

**Meeting Date:** 05/14/2025

**Department Head:** Roula Encinas, Director of Finance, Finance Department

**Submitted By:** Roula Encinas, Director of Finance, Finance Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any all matters regarding authorization to reallocate Fiscal Year 2025 budget capacity to projects that staff requested in the Fiscal Year 2026 Budget, and to waive the procurement code as allowed under San Luis Purchasing Code Section 3.05.010 (F). (**Roula Encinas, Director of Finance**)

#### SUMMARY:

The City has been informed that the manufactured restroom unit for East Community Park, originally budgeted at \$350,000 for Fiscal Year 2025, will not be delivered by June 30, 2025. As a result, there is available budget capacity in the current fiscal year, while the expense will now shift to the FY 2026 budget.

As part of our budget strategy to help alleviate next year's expenditures and effectively use the City's resources, we are requesting Council approval for the following:

1. Reallocate unused FY 2025 budget capacity from the East Community Park restroom project to fund critical capital items included in the proposed FY 2026 budget that can be purchased and received before the end of the current fiscal year.
2. To waive the formal purchasing procedures as allowed under San Luis Purchasing Code Section 3.05.010 (F) for all listed equipment purchases to facilitate the procurement process and ensure items arrive before the end of the fiscal year.

The items that are available to purchase:

- PW Admin Toyota Tacoma \$42,187.51
- Plotter for Engineering \$6,762.00
- Engineering Pickup Ford F-150 \$48,834.57
- Highway Users Ford F350 Service Truck \$84,546.13
- Wastewater Bobcat Skid-Steer Loader \$78,867.62
- Parks Ground Toro Proline H800 with high-lift dump \$46,301.24

Additionally, staff recommends utilizing available budget capacity in FY 2025 to purchase one additional pick-up F-150 for the Engineering department for \$48,834.57. This vehicle was not included in the FY 2026 budget but is essential to the department's operations.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE BUDGET TRANSFER AS PRESENTED IN THE FISCAL IMPACT OF THIS AGENDA ITEM TO COMPLETE IN FISCAL YEAR 2025 FOR CAPITAL PROJECTS REQUESTED FOR FISCAL YEAR 2026 BUDGET, AND TO WAIVE THE FORMAL PROCEDURES FOR THE GOOD CAUSE PRESENTED AS ALLOWED UNDER SAN LUIS PURCHASING CODE. ADDITIONALLY, TO AUTHORIZE THE PURCHASE OF THE VEHICLE NOT INCLUDED IN THE BUDGET FOR FY2026.**

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** YES  
**TOTAL:** \$361,300.00  
**BUDGETED AMOUNT:** See fiscal impact statement  
**AVAILABLE AMOUNT TO TRANSFER:** See fiscal Impact statement  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** See fiscal impact statement  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

We have budget capacity for the project of the manufactured restroom unit for the East Community Park in the amount of \$311,300 that will not be completed in this fiscal year. As a result, this amount remains available in the FY 2025 budget. We also have budget capacity in the salaries account for the Engineering department for the amount of \$50,000.00.

Staff is requesting council authorization to reallocate these funds through a budget transfer to support the purchase of the listed capital items, all of which are scheduled to be procured and received by June 30, 2025.

From:

GL Acct	GL Name	Project	Amount
806-144-90015	Capital Outlay - CIP	2025011	\$311,300.00
100-770-50000	Salaries		\$50,000.00
			\$361,300.00

To:

100-999-90000	Capital Outlay - Equipment	2025071	\$42,500.00
100-999-90000	Capital Outlay - Equipment	2025072	\$6,800.00
100-999-90000	Capital Outlay - Equipment	2025073	\$100,000.00
100-999-90000	Capital Outlay - Equipment	2025076	\$47,000.00
200-210-90000	Capital Outlay - Equipment	2025074	\$85,000.00
310-311-90000	Capital Outlay - Equipment	2025075	\$80,000.00
			\$361,300.00

**Attachments**

- Toyota Tacoma - Quote
- Plotter - Quote
- Ford F150 - Quote
- Toro Proline Lift Dump - Quote
- Ford F350 Service - Quote
- Bobcat T770 - Quote

Prepared For:  
CITY OF SAN LUIS



YUMA, AZ

Date: 5/8/2025

Valid Until: 5/08/2025

VEHICLE		NO TRADE-IN
Vehicle:	New 2025 TOYOTA TACOMA 4WD 7594	
Stock No:		
VIN:	3TYLD5KN1ST016445	
Mileage:	0	
PURCHASE OPTION		
Vehicle Price	\$40,643.00	
Preferred Customer Discount	\$2,187.75	
<b>Selling Price</b>	<b>\$38,455.25</b>	
Options	\$0.00	
<b>Sales Subtotal</b>	<b>\$38,455.25</b>	
Tax	\$3,176.11	
Fees	\$556.15	
<b>Out The Door Price</b>	<b>\$42,187.51</b>	

**LIST FEES**

Doc Fee \$529.00, Registration \$10.00, Tire Fee \$11.65, Title/Air Quality \$5.50

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Sales Manager Date



**Plotter Doctors LLC**  
**7615 N. 75th Ave. #107**  
**Glendale, AZ 85303**

# Estimate

Date	Estimate #
5/8/2025	14591

**Name / Address**

City of San Luis  
 Finance  
 PO Box 7740  
 San Luis, AZ 85349

**Ship To**

City of San Luis  
 Attn: Isaac Guterrez  
 1090 E. Union St.  
 San Luis, AZ 85349

Terms	Rep
Due on receipt	DC

Item	Description	Qty	Rate	Total
T1600ps 36...	HP DesignJet T1600 36" PostScript Single roll Printer (3EK11A) *****Includes***** 1 year all parts and labor onsite warranty Delivery, set up , and training Starter inks & paper *****	1	5,245.02	5,245.02T
CITU	HP rebate offer		-300.00	-300.00
P2V68A	HP 730 Cyan Ink Cartridge (300ml)	1	186.95	186.95T
P2V69A	HP 730 Magenta Ink Cartridge (300ml)	1	186.95	186.95T
P2V70A	HP 730 Yellow Ink Cartridge (300ml)	1	186.95	186.95T
P2V71A	HP 730 Matte Black Ink Cartridge (300ml)	1	186.95	186.95T
P2V72A	HP 730 Gray Ink Cartridge (300ml)	1	186.95	186.95T
P2V73A	HP 730 Photo Black Ink Cartridge (300ml)	1	186.95	186.95T
IJ20B36300	Inkjet 20lb Bond 36"x300' Features: - Onboard " Adobe PDF Print Engine" - 100 page collating stacker - Web interface - 500GB Hard drive- - 128GB dedicated to file processing- - 19.3 sec/page	4	39.95	159.80T

**Phone #**      **Fax #**      **Web Site**

623-594-6570      623-594-6773      www.plotterdoctors.com

<b>Sales Tax (8.6%)</b>	\$535.48
<b>Total</b>	<b>\$6,762.00</b>



**Name:** Public Works City Of San Luis

**Phone:** (928) 941-4815

**Email:** ovelazquez@sanluisaz.gov

**Sales Manager:**

**Sales Person:** Lars Brandt

**DMS Number:**

**Address:** <--Invalid Address-->

SAN LUIS, AZ 85349

**New 2025 Ford F-150 XL 4WD  
SuperCrew 5.5' Box**

**Stock:**

**VIN:**

**Odometer:**

**Color:** White

**Engine:**

**Transmission:**

**MPG:**

**Style:**

## Cash

**\$ 48,834.57**

\* All payments and terms subject to approval from lender.

## CASH DETAILS

Retail Price	\$ 45,176.63
<b>NET SELLING PRICE</b>	<b>\$ 45,176.63</b>
Waste Tire Fee	\$ 11.65
Title/Postage Fee	\$ 9.53
Registration Fee	\$ 8.00
Air Quality Fee	\$ 1.50
<b>TOTAL FEES</b>	<b>\$ 30.68</b>
AZ Sales Tax	\$ 3,032.26
AZ City Tax	\$ 595.00
<b>TOTAL TAXES</b>	<b>\$ 3,627.26</b>
<b>SALES SUB TOTAL</b>	<b>\$ 48,834.57</b>
<b>FINAL PRICE</b>	<b>\$ 48,834.57</b>

×

Customer Signature

×

Sales Signature



# Quotation for City of San Luis

Date: 05/09/2025

Mohave

QMS No:Q174338

Mohave Contract #  
20E-SNC-0825

<b>Prepared For:</b> Alvaro Escalante	<b>Quote No:</b> Q174338
City of San Luis	<b>Expires Date:</b> 06/30/2025
965 N. Park Ave. San Luis, Arizona 85349	<b>Delivery Date:</b>
United States	<b>Contract:</b> Mohave
	<b>Payment Terms:</b>
	<b>Sales Person:</b> Mike MacDonald
	mike.macdonald@simpsonnorton.com
	623-932-5116

## Summary

Qty	ID	Name	MSRP	% OFF MSRP	Ext Award
1	31051	ProLine H800	\$52,630.00	21.8%	\$41,156.66



Quotation for City of San Luis

Date: 05/09/2025  
Mohave  
Quote No: Q174338

Configuration Product Details

Qty	ID	Name	MSRP	% OFF MSRP	Ext Award
1	31051	ProLine H800	\$52,276.00	21.8%	\$40,879.83
1	30358	Bimini Canvas Sunshade	\$354.00	21.8%	\$276.83
<b>Sub Total</b>					<b>\$41,156.66</b>

Totals

Equipment Total (Toro – Trades + Allied)	\$41,156.66
Set Up Total	\$0.00
Freight Total	\$0.00
State Sales Tax	\$3,086.75
Tariff Surcharge	\$2,057.83
Grand Total	\$46,301.24

*We strive to offer competitive pricing on all our turf maintenance equipment, parts, and irrigation products. However, due to changing tariff regulations affecting the cost of materials and production, a surcharge may be necessary. If applicable, you will see any tariff-related adjustments in your final invoice. We appreciate your understanding and continued support.*



**Name:** Public Works City Of San Luis

**Phone:** (928) 941-4815

**Email:** ovelazquez@sanluisaz.gov

**Sales Manager:**

**Sales Person:** Lars Brandt

**DMS Number:**

**Address:** <--Invalid Address-->

SAN LUIS, AZ 85349

## Cash

**\$ 84,546.13**

\* All payments and terms subject to approval from lender.



### New 2025 Ford Super Duty F-350 SRW XLT

**Stock:** SEC00159

**VIN:** 1FT8W3BT5SEC00159

**Odometer:** 248

**Color:** Oxford White / Medium Dark

**Engine:** 6.7L 4 Valve OHV Power Stroke V8 Turbo Diesel B20 Engine

**Transmission:**

**MPG:**

**Style:**

### CASH DETAILS

Retail Price	\$ 84,642.00
Discount	(\$ 6,000.00)
<b>NET SELLING PRICE</b>	<b>\$ 78,642.00</b>
Waste Tire Fee	\$ 11.65
Title/Postage Fee	\$ 9.53
Registration Fee	\$ 8.00
Air Quality Fee	\$ 1.50
<b>TOTAL FEES</b>	<b>\$ 30.68</b>
AZ Sales Tax	\$ 5,278.45
AZ City Tax	\$ 595.00
<b>TOTAL TAXES</b>	<b>\$ 5,873.45</b>
<b>SALES SUB TOTAL</b>	<b>\$ 84,546.13</b>
<b>FINAL PRICE</b>	<b>\$ 84,546.13</b>

**YOU'RE SAVING \$6,000.00**

\$6,000.00 off MSRP

×

Customer Signature

×

Sales Signature



3214 E. Gila Ridge Road Bld. #1  
 Yuma, Arizona 85365-2512  
 Phone (928) 726-4701  
 Fax (928) 726-4178  
 www.binghamequipment.com  
 Remit to: 1655 S. Country Club Dr., Mesa, AZ, 85210

Ship to: IN STORE PICKUP

Invoice to: City Of San Luis  
 PO Box 7740  
 Attn Accts Payable  
 San Luis AZ 85349

Branch		03 - Yuma BEC	
Date	Time	Page	
05/07/2025	16:42:09 (O)	1	
Account No.	Phone No.	Quote No.	
SAN00009	9283418553	010762	
Ship Via	Purchase Order		
	GILBERTO TORRES		
	999		
	Salesperson		
Enrique Porchas		9S2	

**Sales Quote**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 06/06/2025                      Amount

Stock #: 120034                      Serial #: AT6351256                      73906.98  
 New 2025 BC T770 T4  
 New 2025 BOBCAT T770 T4 M3-Series Compact Track Loader  
 T770  
 Bobcat T4 Bobcat Compact Track Loader  
 92 HP Turbo Tier 4 Diesel Engine  
 M0285                      M3-Series Compact Track                      \$90,885.00  
    Loader  
 M0285-R01-C04                      Selectable Joystick                      \$1,085.00  
    Controls (SJC)  
 M0285-R03-C03                      High Flow Hydraulics                      \$2,685.00  
 M0285-R21-C13                      Roller Suspension                      \$1,985.00  
    Undercarriage  
 M0285-P11-C14                      Deluxe Package                      \$10,762.48

Included:Deluxe Package:, Enclosed HVAC  
 Cab, Adjustable Heated Cloth Air Ride Seat,  
 Power Bob-Tach, Keyless Ignition, Deluxe  
 Display, Standard Lights, 7-Pin Attachment  
 Control, Single Direction Bucket Positioning,  
 Two-Speed Travel, Telematics - Machine IQ,  
 2yr Standard Telematics Subscription, Radio  
 with Bluetooth, Ride Control , Reversing Fan

\*\*\*\*\*  
 Pricing Reflects Sourcewell Discount To City Of San Luis  
 \*\*\*\*\*

Subtotal:                      73906.98  
 AZ STATE TAX:                      4138.79  
 YUMA County:                      821.85  
 Quote Total:                      78867.62

Authorization: \_\_\_\_\_



SIGNED X \_\_\_\_\_  
 SIGNED X \_\_\_\_\_

SIGNED X \_\_\_\_\_  
 If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

The buyer represents that he owns the above Trade-in equipment free and clear  
 of any encumbrance except that indicated payable to: \_\_\_\_\_,  
 in the amount of: \_\_\_\_\_

**STATEMENT CONCERNING WARRANTIES**  
 Except for expressed warranties made by the manufacturer of goods, THERE ARE NO  
 WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF  
 MECHANABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No  
 warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are  
 sold "AS IS".



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. C.

**Meeting Date:** 05/14/2025

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

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

**Action Requested:** Motion  
Resolution

---

#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2361. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an agreement between the City of San Luis, Arizona, and the Western Arizona Council of Governments (WACOG) for a License Agreement for Head Start Facilities. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

The Western Arizona Council of Governments (WACOG) wishes to renew the License Agreement with the City of San Luis for the Head Start program to continue being housed in the manufactured building bought by WACOG in the year 2002 and located at 720 Cesar Chavez Boulevard. The IGA requires that WACOG provide Head Start services there. The arrangement the city has with BLM for the land requires that uses be for public purposes. The Head Start preschool fits as a public purpose. WACOG has provided quality preschool services for the children of San Luis. Staff recommends continuation of the license agreement in support of the program.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2361.**

---

#### 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. This is a revocable license to use the property for the proper public purpose of preschool services and complies with the Arizona Constitution's anti gift clause.

---

#### Attachments

Resolution No. 2361

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# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2361

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND WESTERN ARIZONA COUNCIL OF GOVERNMENTS FOR LICENSE AGREEMENT FOR HEAD START FACILITIES.**

**WHEREAS**, the City of San Luis desires to renew a License Agreement with the Western Arizona Council of Governments for Head Start facilities; and

**WHEREAS**, the parties to the License Agreement desire to enter said agreement; and

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

**Section 1:** That the License Agreement, as attached hereto as Exhibit "A", is hereby authorized and approved.

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

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_ day of May, 2025.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

# **Exhibit**

**A**

## LICENSE AGREEMENT

This License Agreement (this "License Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, between the **City of San Luis, Arizona**, an Arizona municipal corporation, having its administrative offices at 1090 East Union Street, San Luis, Arizona 85336 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 ("THE CITY" or "Licensor"), and **WESTERN ARIZONA COUNCIL OF GOVERNMENTS**, an Arizona nonprofit corporation, having its office address at 1235 S Redondo Center Dr, Yuma, AZ 85365 ("WACOG" or "Licensee"), referred to singularly as the "Party" and collectively as the 'Parties.'

### RECITALS

WHEREAS, THE CITY has identified the need to provide preschool assistance for at risk children, particularly those from low-income families and

WHEREAS, WACOG is the operator of a successful Head Start Program in Yuma, La Paz, and Mohave Counties, and

WHEREAS, WACOG has been approved by the Department of Health and Human Services to provide these services in Yuma County,

WHEREAS, WACOG has provided quality preschool services to at risk children in San Luis since at least 2011.

NOW, THEREFORE WACOG and THE CITY do hereby agree:

(1) For and in consideration of WACOG's operation of a Head Start preschool program, THE CITY agrees to provide a portion of SW1/4SE/4SW1/4 Section 1, Township 11 South, Range 25' West, Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows: Beginning at the south quarter corner of said Section thence S89° 40'00"W along the south quarter corner of said Section 1 a distance of 1325.0S feet to the southwest 1/16 corner of said Section 1, thence N00°17' 15" W along said 1116 line of said section 1 a distance of 329. S2 feet; thence NDS9 41' 02" E a distance of 72.00 feet to the TRUE POINT OF BEGINNING; thence N°89 41' 02" a distance of 182.00 feet; thence SO° 17' 15"E a distance of 146.00 feet; thence S89°41'02"W a distance of 182.00 feet; thence NO° 17' 15"W a distance of 146.00 feet to the TRUE POINT OF BEGINNING, containing 0.61 acres a site for WACOG to operate modular classrooms.

(2) WACOG will solicit Federal, State and/or local funds necessary for the operation of this Head Start program, subject to funding availability. WACOG will secure the required permits and approval for the classrooms.

(3) WACOG will secure approval from the necessary health and other regulatory agencies to ensure proper operation of the Head Start classrooms within all existing laws

which govern such programs and provide evidence of such approval to THE CITY to continue operations of the Head Start program.

**(4)** WACOG expressly agrees to indemnify, save, and hold harmless, THE CITY, any of its departments, agencies, agents, officers or employees, from and against any and all fines, suits, claims, demands, damages, injuries, judgments, and actions of any kind and nature by reason of the use by WACOG of THE CITY property and any such activities on or related to such property by WACOG or any person employed by WACOG or of any others for whose acts WACOG is responsible, including but not limited to supervisors and/or employees and further including but not limited to any WACOG property improvements or additions of any kind whatsoever, including but not limited to that property of participants in the Head Start program or employees or supervisors of said program from cause or causes whatsoever, while in, upon, or in any way connected with the said premises during the term of this lease or in preparation of the property for the beginning of said program. WACOG further covenants and agrees to indemnify and save harmless THE CITY from costs and obligations on account of or arising out of any such fines, suits, claims, demands, damages, injuries, judgements, and actions, based on the use of the facilities by WACOG all as set forth above. WACOG also agrees to name THE CITY as an additional named insured under its liability policy.

**(5)** WACOG shall at its cost, keep and maintain said premises and appurtenances and every part thereof in good and sanitary order, subject to funding availability,

**(6)** THE CITY agrees to document the "in-kind" services at market value, minus any fee paid by WACOG for such services, that it provides for the WACOG Head Start Program. These "in-kind" services will be reported to WACOG on a monthly basis and will allow WACOG to match the federal funding it receives to provide Head Start services.

**(7)** This Agreement shall be for a period of (5) years from the date of its execution. WACOG and THE CITY may agree to extend this Agreement in succeeding years.

**(8)** WACOG and THE CITY shall have the right, upon mutual agreement, to amend this agreement at any time.

**(9)** Either WACOG or THE CITY may terminate this License Agreement at any time, however, termination of this License Agreement shall require prior approval from the City Council of San Luis. The Party seeking termination must submit a written notice to the City Council requesting The City Council shall review the request and provide a written decision approving or denying the termination. Termination shall not be effective until the City Council has granted approval and the Party seeking termination has provided the other Party with a copy of the City Council's written approval, specifying the date of termination, but not less than fourteen (14) days prior to the date specified in such notice for the date of termination.

**(10)** The above-described property may be occupied and used by WACOG solely for the purpose of providing a Head Start program. In making this promise it is understood that WACOG is performing the public purpose of providing the above-described services

to the residents of THE CITY of San Luis, and the provision of these services to the residents of San Luis is part of the consideration of this agreement.

**(11)** WACOG and THE CITY agree that this license Agreement is only a revocable license and shall not be construed as a lease, or confer any rights of a lease. WACOG shall not record this License Agreement or any notice or memorandum of this Agreement.

**(12) GENERAL PROVISIONS**

- A. Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by THE CITY or WACOG of the breach of any covenant of this agreement shall be construed as a waiver of any • preceding or succeeding breach of the same or any other covenant or condition of this contract.
- B. Attorneys' Fees** In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other . party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party, and in the event any judgement is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.
- C. Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document
- D. Headings.** The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- E. Further Acts.** Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.
- F. Time of the Essence.** Time is of the essence of this contract.
- G. No Partnership and Third Parties.** It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between THE CITY and WACOG. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm,

organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

- H. Entire Agreement.** This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral and written, are hereby superseded and merged herein.
- I. Amendment.** No change or additions are to be made to this agreement except by a written amendment executed by the parties hereto.
- J. Governing Law.** This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 38-511.
- K. Reformation.** Should any term, provision, covenant or condition of this agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.
- L. Venue.** Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the district of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.
- M. Severability.** Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
- N. No Personal Liability.** No member, official or employee of THE CITY shall be personally liable to WACOG, or any successor or assignee, (a) in the event of any default or breach by THE CITY (b) for any amount which may become due to the WACOG or its successor or assign, or (c) pursuant to any obligation of THE CITY under the terms of this contract.
- O. Employment Eligibility.** WACOG hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S §§ 23-214 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and

including termination of this agreement. The City retains the legal right to inspect the papers of WACOG and any contractor or subcontractors are compliant with this warranty.

- P.** WACOG Hereby certifies that it does not participate in and agrees not to participate in during the term of this agreement a boycott of Israel in accordance with A.R.S. § 35-393.01 or the forced labor of the native Uyghur people of China in accordance with A.R.S. 35-394. I understand that my entire response will become public records in accordance with A.A.C. R2-7-C317.
- Q.** Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

*[Remainder of page intentionally left blank, signatures to follow.]*

The Parties have executed this License Agreement in the City of San Luis, Yuma County, Arizona the day and year set forth above (which is the day the last Party approved this License Agreement).

**CITY OF SAN LUIS, ARIZONA**

\_\_\_\_\_  
Jenny Torres  
Acting City Manager

**Attest:**

**Approved as to Form by:**

\_\_\_\_\_  
Sonia Cornelio  
City Clerk

\_\_\_\_\_  
Kay Marion Macuil  
City Attorney

**ARIZONA WESTERN COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Arizona     )  
                                  )ss.  
County of Yuma     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. D.

**Meeting Date:** 05/14/2025

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

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

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding approving a license agreement between the City of San Luis, Arizona, and Amberly's Place for a space in the San Luis Police Department for advocacy services for domestic violence victims. **(Council Members Lizeth Servin, Esteban C. Rosales and Luis E. Cabrera)**

#### SUMMARY:

For many years, the City of San Luis has extended space in its Police Department to Amberly's Place so that the residents of San Luis have nearby advocacy services for victims of child abuse, domestic violence, sexual assault, elder abuse, and human trafficking. Staff did an inventory of its buildings and the use of its buildings by outside services. It was discovered that Amberly's Place is the only entity with a regular presence in one of our buildings, which does not have an agreement. This agenda item proposes providing a license agreement similar to those of other entities. Amberly's Place Executive Director Tori Bourguignon and the Chief of Police had input on the final license agreement presented in the attachment to this Agenda Item.

The following Council Members requested that this item be placed on the Agenda for May 14, 2025, to approve the License Agreement for Amberly's Place.

---

Council Member Lizeth Servin (See attachment for signature)

---

Council Member Esteban C. Rosales (See attachment for signature)

---

Council Member Luis E. Cabrera (See attachment for signature)

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE LICENSE AGREEMENT FOR AMBERLY'S PLACE AS PRESENTED WITH THIS AGENDA ITEM.**

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	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. This a a revocable license to use the property for the proper public purpose of preschool services and complies with the Arizona Constitution's anti gift clause.

---

**Attachments**

Signed AIR Form

Proposed License Agreement

---



# AGENDA ITEM REVIEW FORM

RECEIVED

MAY 13 2025

CITY CLERK'S OFFICE

### Regular City Council Meeting

Meeting Date: 05/14/2025

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

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

Action Requested: Motion

### ITEM:

Discussion and possible action on any and all matters regarding approving a license agreement between the City of San Luis, Arizona, and Amberly's Place for a space in the San Luis Police Department for advocacy services for domestic violence victims. (Council Members

\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_)

### SUMMARY:

For many years, the City of San Luis has extended space in its Police Department to Amberly's Place so that the residents of San Luis have nearby advocacy services for victims of child abuse, domestic violence, sexual assault, elder abuse, and human trafficking. Staff did an inventory of its buildings and the use of its buildings by outside services. It was discovered that Amberly's Place is the only entity with a regular presence in one of our buildings, which does not have an agreement. This agenda item proposes providing a license agreement similar to those of other entities. Staff spoke with Executive Director Tori Bourguignon, and she was agreeable.

The following Council Members requested that this item be placed on the Agenda for

May 14, 2025 to approve the License Agreement for Amberly's Place.

\_\_\_\_\_  
Council Member (See attachment for signature)

\_\_\_\_\_  
Council Member (See attachment for signature)

\_\_\_\_\_  
Council Member (See attachment for signature)

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE LICENSE AGREEMENT FOR AMBERLY'S PLACE AS PRESENTED WITH THIS AGENDA ITEM.**

### 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. This a a revocable license to use the property for the proper public purpose of preschool services and complies with the Arizona Constitution's anti gift clause.

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**Attachments**

Proposed License Agreement

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## LICENSE AGREEMENT

This License Agreement (this "License Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2025, between the **City of San Luis, Arizona**, an Arizona municipal corporation, having its administrative offices at 1090 East Union Street, San Luis, Arizona 85349 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 (the "City" or "Licensor"), and **Amberly's Place, Inc.**, an Arizona nonprofit corporation, having its address at 1310 S. 3<sup>rd</sup> Avenue, Yuma, AZ, 85364, ("Licensee"), referred to singularly as the "Party" and collectively as the "Parties."

### RECITALS

- A. The City owns both the building located at 1030 East Union Street, San Luis, Arizona (the "Premises") and the land upon which it is situated.
- B. The Parties hereby establish a license ("License") through this License Agreement and expressly acknowledge that this agreement does not create any real property interest for the Licensee.
- C. The Licensee shall use designated space within the Premises in a manner that will not interfere with operations of the City and San Luis Police Department ("SLPD").
- D. The City grants to Licensee a non-exclusive, revocable permission to occupy and use portions of the Premises as specifically defined herein, subject to all terms and conditions of this License Agreement.
- E. Both Parties acknowledge and agree that this License and License Agreement shall not be assignable or transferable to any third party.

In consideration of the matters described above, and of the mutual benefits and obligations in this License Agreement, the Parties agree as follows:

### SECTION ONE GRANT OF LICENSE AND DESCRIPTION OF PREMISES

Subject to all terms and conditions of this License Agreement, the City hereby grants to Licensee a License to use the Premises as follows:

- 1.1** The City grants Licensee the right to occupy one designated office space within the Premises not regularly utilized by SLPD.
- 1.2** Licensee shall have reasonable access to the building and use of common areas within the building during normal business hours or as otherwise agreed upon.
- 1.3** The Premises are located at 1090 East Union Street, San Luis, Arizona 85349.

## **SECTION TWO LIMITATION TO DESCRIBED PURPOSE**

**2.1 Permitted Use.** Licensee may occupy the designated office space, use common areas, and access the Premises for the purpose of providing victim advocacy services to domestic violence survivors in South Yuma County, including San Luis residents. These services may include case management, safety planning, court accompaniment, resource referrals, and other support services consistent with Licensee's mission, however this shall not include direct social or health services. The Parties acknowledge that Licensee is an Arizona non-profit corporation performing the public purpose of ensuring domestic violence victims have access to essential support services.

**2.2 Non-Exclusive and Revocable.** The use of the Premises is non-exclusive and the City reserves the right to use the Premises itself or to permit other persons or entities to use the Premises at any time. Using the facility is specifically limited to the uses described above, must be used for the public purposes described above and may not be used for any other purpose.

**2.3 Use Conforms to All Laws.** The Licensee shall conform to all federal, state and local laws including obtaining a City business license.

## **SECTION THREE TERMINATION**

**3.1 Termination by Licensee.** Licensee may terminate this License Agreement during any Term by providing thirty (30) days' written notice to the City. Such termination shall be effective without requiring City Council approval.

**3.2 Termination by City.** The City may terminate this License Agreement during any Term by initiating the following process:

- (i) The City must submit a written notice to the City Council requesting termination.
- (ii) The City Council shall review the request at a regular Council meeting and provide a written decision approving or denying the termination.
- (iii) Termination shall not be effective until the City Council has granted approval and the City has provided Licensee with a copy of the City Council's written approval.
- (iv) The written approval must specify the date of termination, which shall not be less than fourteen (14) days from the date such approval is delivered to Licensee.

**3.3 Delivery of Notices.** All notices regarding termination or non-renewal shall be delivered by registered or certified mail (return receipt requested), by a reputable

overnight commercial carrier, or hand-delivered by process service in accordance with Section 9 of this License Agreement.

**3.4** The Initial Term and any Renewal Terms are collectively referred to as the "Term."

#### **SECTION FOUR SURRENDER OF PREMISES ON TERMINATION**

**4.1** The Licensee shall quit and surrender peaceably and quietly, to the City, its agent or attorney, possession of the Premises at the termination of this License Agreement, in good order and condition, except for ordinary wear and tear and free of all of the Licensee's personal property. If upon termination of this Agreement or if the Licensee abandons the Premises, and the Licensee abandons or leaves any personal property or equipment at the Premises, such equipment or property shall be conclusively deemed abandoned, and the City shall have the right, without notice to the Licensee, to store or dispose of the property or equipment at the Licensee's sole cost, expense and risk, without the City being liable to the Licensee.

**4.2** On any termination of this License Agreement, the Licensee, shall quit the above-described property, and shall remove from such property all of The Licensee's property installed in, on, or attached to the Premises. The Licensee shall surrender the Premises to City upon the expiration or termination of this License free of debris, waste, or hazardous materials placed on or about the property by The Licensee or its agents, employees, contractors, or invitees, and in a condition which complies with all environmental laws.

**4.3** Any termination of this License Agreement, no matter how it is caused, shall be entirely without prejudice to the rights of the City with accrued under this License Agreement prior to the date of such termination.

#### **SECTION FIVE NO WARRANTIES**

**5.1** The City does not, in any way, represent or warrant the fitness of the Premises for the use contemplated by Licensee. The City shall not be required to perform any work or furnish any materials to prepare the Premises for The Licensee's occupancy.

**5.2** The Licensee acknowledges that it has inspected the Premises and is familiar with the Premises and accepts the Premises in the condition "as is" as of the Commencement Date.

**SECTION SIX  
LICENSEE'S PROPERTY**

The City shall have no responsibility whatsoever for any damage, vandalism or theft of the Licensee's property.

**SECTION SEVEN  
NO WAIVER**

No waiver, modification, change or alteration of this License Agreement, or any of the rights or remedies of either of the Parties to this Agreement, shall be valid unless such waiver, modification, change or alteration is in writing and signed by the Party against whom enforcement is sought.

**SECTION EIGHT  
NOT A LEASE**

The City and the Licensee agree this License Agreement is only a non-exclusive, revocable license and shall not be construed as a lease or confer any rights of a lease. The Licensee shall not record this License Agreement or any notice or memorandum or amendment of this License Agreement.

**SECTION NINE  
NOTICES**

- 9.1** Any notice, demand or request under this License Agreement shall be in writing, shall be addressed as provided above and delivered by registered or certified mail to the mailing address (return receipt requested) or by a reputable overnight commercial carrier (e.g., FedEx, UPS), or hand-delivered by process service, and shall be deemed effective upon receipt.
- 9.2** The rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand or request sent.

**SECTION TEN  
GENERAL PROVISIONS**

- A. Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Licensee of the breach of any covenant of this License Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this License Agreement.
- B. Attorneys' Fees.** If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other Party to enforce any of the terms, covenants or conditions, or by reason of any breach or default, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs

and reasonable attorneys' fees by the other Party. If any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included in the judgment, such fees to be set by the court and not by a jury.

- C. **Counterparts**. This License Agreement may be executed in one or more counterparts, each of which shall be deemed a original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signature of all Parties may be physically attached to a single document.
- D. **Headings**. The descriptive headings of the paragraphs of this License Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.
- E. **Further Acts**. Each of the Parties to this License Agreement shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, carry out the matters contemplated by this License Agreement
- F. **Time of the Essence**. Time is of the essence of this License Agreement
- G. **No Partnership and No Third Parties**. It is not intended by this License Agreement to, and nothing in this License Agreement shall create any agency, partnership, joint venture or other similar arrangement between the City and the Licensee. No term or provision of this License Agreement is intended to, or shall, benefit any person, firm, organization or corporation not a Party to this License Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this License Agreement.
- H. **Entire Agreement**. This License Agreement constitutes the entire License Agreement between the Parties pertaining to the subject of this License Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged into this License Agreement
- I. **Amendment**. No change or additions are to be made to this License Agreement except by a written amendment executed by the Parties to this License Agreement.
- J. **Governing Law**. This License Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this License Agreement is subject to A.R.S. § 38-511 subjecting this License Agreement to cancelation due to statutory conflicts of interest.
- K. **Reformation**. If any term, provision, covenant or condition of this License Agreement be held void or invalid, the Parties shall reform this License Agreement to conform closely to the original intent

- L. **Venue**. Any legal action relating to this License Agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.
- M. **Severability**. Every provision of this License Agreement is and will be construed to be a separate and independent covenant. If any provision of this License Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this License Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this License Agreement will be valid and will be enforced to the extent permitted by the law, and the Parties will negotiate in good faith for such amendments of this License Agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
- N. **No Personal Liability**. No member, official or employee of the City shall be personally liable to the Licensee, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to the Licensee or its successor or assign, or (c) under any obligation of the City under the terms of this License Agreement.
- O. **Employment Eligibility**. The Licensee warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the License Agreement and is subject to penalties up to and including termination of this License Agreement. The City retains the legal right to inspect the papers of the Licensee and any contractor or subcontractor employee of the Licensee to ensure that the Licensee and any of its contractors or subcontractors are compliant with this warranty.
- P. **Compliance with Law**. The Licensee agrees to comply with all federal, state and local laws.
- Q. **Assignment**. The rights of each Party under this License Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity.

*[Intentionally left blank, signature page follows]*

The Parties have executed this License Agreement in the City of San Luis, Yuma County, Arizona the day and year set forth above (which is the day the last Party approved this License Agreement).

**CITY OF SAN LUIS, ARIZONA**

\_\_\_\_\_  
Jenny Torres  
Acting City Manager

**Attest:**

\_\_\_\_\_  
Sonia Cornelio  
City Clerk

**Approved as to Form by:**

\_\_\_\_\_  
Kay Marion Macuil  
City Attorney

**AMBERLY'S PLACE, INC.**

\_\_\_\_\_  
Tori Bourguignon  
CEO



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. E.

**Meeting Date:** 05/14/2025

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible directions to staff on any and all matters regarding reinstating a non-exclusive, revocable license for use of the building at 788 East B Street, San Luis, Arizona, by the non-profit Proverbs 31 Home P31. **(Council Members Lizeth Servin, Esteban C. Rosales and Luis E. Cabrera)**

#### SUMMARY:

Attached is a non-exclusive, revocable license between the City of San Luis and the non-profit Proverbs 31 Home P 31. The license requires a short 14-day notice of revocation, revocation by the City Council.

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Council Member Lizeth Servin (See attachment for signature)

---

Council Member Estaban C. Rosales (See attachment for signature)

---

Council Member Luis E. Cabrera (See attachment for signature)

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE NON-EXCLUSIVE, REVOCABLE LICENSE TO PROVERBS 31 HOME P 31 FOR OFFICE SPACE AT 788 EAST B STREET, SAN LUIS, ARIZONA IN THE FORM PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	Maintenance
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

None

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**Attachments**

Signed AIR Form

License Agreement

Notice

Report - Revenues & Expenditures

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# AGENDA ITEM REVIEW FORM

RECEIVED

MAY 13 2025

CITY CLERK'S OFFICE

**Regular City Council Meeting**

Meeting Date: 05/28/2025

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

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

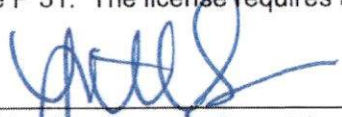
Action Requested: Motion

**ITEM:**

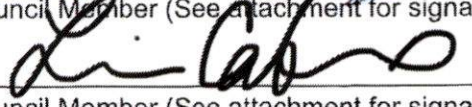
Discussion and possible directions to staff on any and all matters regarding reinstating a non-exclusive, revocable license for use of the building at 788 East B Street, San Luis, Arizona, by the non-profit Proverbs 31 Home P31. (Council Members \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_)

**SUMMARY:**

Attached is a non-exclusive, revocable license between the City of San Luis and the non-profit Proverbs 31 Home P 31. The license requires a short 14-day notice of revocation, revocation by the City Council.

  
\_\_\_\_\_  
Council Member (See attachment for signature)

  
\_\_\_\_\_  
Council Member (See attachment for signature)

  
\_\_\_\_\_  
Council Member (See attachment for signature)

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE THE NON-EXCLUSIVE, REVOCABLE LICENSE TO PROVERBS 31 HOME P 31 FOR OFFICE SPACE AT 788 EAST B STREET, SAN LUIS, ARIZONA IN THE FORM PRESENTED.**

**Fiscal Impact**

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Yes

CITY/STATE/FEDERAL FUNDS:

City

TOTAL:

Maintenance

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):

None

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---

**Attachments**

License Agreement

Notice

Report - Revenues & Expenditures

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## LICENSE AGREEMENT

This License Agreement (this "License Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2025, between the **City of San Luis, Arizona**, an Arizona municipal corporation, having its administrative offices at 1090 East Union Street, San Luis, Arizona 85336 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 (the "City" or "Licensor"), and **Proverbs 31 Home P31**, an Arizona nonprofit corporation, having its office address at 788 East B Street San Luis, Arizona 85336 and its U.S. Postal Service for mail delivery address at P.O. Box 532, San Luis, Arizona 85349 ("Licensee"), referred to singularly as the "Party" and collectively as the "Parties."

### RECITALS

- A. The City owns the building subject to this License Agreement at 788 East B Street, San Luis, Arizona (the "Premises").
- B. The City owns the land the building sits on.
- C. The Parties intend to create a license ("License") by this License Agreement and the Parties do not intend to create an interest in real property in the Licensee.
- D. The Licensee will use space within the Premises which will not interfere with the use by the City and Greater Yuma Port Authority("GYPA").
- E. The Parties intend that the City give the Licensee non-exclusive, revocable permission to occupy and use the Premises subject to all the terms and conditions of this License Agreement.
- F. The Parties intend this License and this License Agreement as neither assignable nor transferable.

In consideration of the matters described above, and of the mutual benefits and obligations in this License Agreement, the Parties agree as follows:

### SECTION ONE GRANT OF LICENSE AND DESCRIPTION OF PREMISES

The City grants to The Licensee a License to use the Premises subject to all of the terms and conditions of this License Agreement. Specifically, the City grants the right to occupy one office space not used periodically by GYPA within the Premises, access to the building, and use of the common areas within the building. The Premises are located at 788 East B Street, San Luis, Arizona 85336.

**SECTION TWO  
LIMITATION TO DESCRIBED PURPOSE**

- A.** The Licensee may occupy one office space, use common areas and have rights of access to the Premises solely for the purposes of conducting the business of raising funds and raising community awareness to build a domestic violence safe house in South Yuma County which will serve San Luis Residents in addition to other South Yuma County domestic violence victims and for incidental purposes related to these purposes of the Licensee and not for the direct social and health services. In making this License Agreement, it is understood that the Licensee Is a domestic non-profit corporation and is performing the public purpose of making It possible for domestic violence victims residing within the City of San Luis, Arizona to have a safe house. The use will be at no cost.
  
- B.** Non-Excusive and Revocable. The use of the Premises is non-exclusive and the City reserves the right to use the Premises itself or to permit other persons or entities to use the Premises at any time. Using the facility is specifically limited to the uses described above, must be used for the public purposes described above and may not be used for any other purpose.
  
- C.** Use Conforms to All Laws. The Licensee shall conform to all federal, state and local laws Including obtaining a City business license.

**SECTION THREE  
TERMINATION**

The License Period shall commence on the \_\_\_ day of \_\_\_\_\_ 2025 (the "Commencement Date"). Either Party may terminate this License Agreement at any time, however, termination of this License Agreement shall require prior approval from the City Council of San Luis. The Party seeking termination must submit a written notice to the City Council requesting The City Council shall review the request and provide a written decision approving or denying the termination. Termination shall not be effective until the City Council has granted approval and the Party seeking termination has provided the other Party with a copy of the City Council's written approval, specifying the date of termination, but not less than fourteen (14) days prior to the date specified in such notice for the date of termination.

**SECTION FOUR  
SURRENDER OF PREMISES ON TERMINATION**

- A.** The Licensee shall quit and surrender peaceably and quietly, to the City, its agent or attorney, possession of the Premises at the termination of this License Agreement, in good order and condition, except for ordinary wear and tear and free of all of the Licensee's personal property. If upon termination of this Agreement or if the Licensee abandons the Premises, and the Licensee abandons or leaves any

personal property or equipment at the Premises, such equipment or property shall be conclusively deemed abandoned, and the City shall have the right, without notice to the Licensee, to store or dispose of the property or equipment at the Licensee's sole cost, expense and risk, without the City being liable to the Licensee.

- B.** On any termination of this License Agreement, the Licensee, shall quit the above-described property, and shall remove from such property all of The Licensee's property installed in, on, or attached to the Premises. The Licensee shall surrender the Premises to City upon the expiration or termination of this License free of debris, waste, or hazardous materials placed on or about the property by The Licensee or its agents, employees, contractors, or invitees, and in a condition Which complies with all environmental laws.
- C.** Any termination of this License Agreement, no matter how it is caused, shall be entirely without prejudice to the rights of the City with accrued under this License Agreement prior to the date of such termination.

**SECTION FIVE  
NO WARRANTIES**

- A.** The City does not, in any way, represent or warrant the fitness of the Premises for the use contemplated by Licensee. The City shall not be required to perform any work or furnish any materials to prepare the Premises for The Licensee's occupancy.
- B.** The Licensee acknowledges that it has inspected the Premises and is familiar with the Premises and accepts the Premises in the condition "as is" as of the Commencement Date.

**SECTION SIX  
LICENSEE'S PROPERTY**

The City shall have no responsibility whatsoever for any damage, vandalism or theft of the Licensee's property.

**SECTION SEVEN  
NO WAIVER**

No waiver, modification, change or alteration of this License Agreement, or any of the rights or remedies of either of the Parties to this Agreement, shall be valid unless such waiver, modification, change or alteration is in writing and signed by the Party against whom enforcement is sought.

## **SECTION EIGHT NOT A LEASE**

The City and the Licensee agree this License Agreement is only a non-exclusive, revocable license and shall not be construed as a lease or confer any rights of a lease. the Licensee shall not record this License Agreement or any notice or memorandum or amendment of this License Agreement.

## **SECTION NINE NOTICES**

- A.** Any notice, demand or request under this License Agreement shall be in writing, shall be addressed as provided above and delivered by registered or certified mail to the mailing address (return receipt requested) or by a reputable overnight commercial carrier (e.g., FedEx, UPS), or hand-delivered by process service, and shall be deemed effective upon receipt.
- B.** The rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand or request sent.

## **SECTION TEN GENERAL PROVISIONS**

- A. Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Licensee of the breach of any covenant of this License Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this License Agreement.
- B. Attorneys' Fees.** If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other Party to enforce any of the terms, covenants or conditions, or by reason of any breach or default, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other Party. If any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included in the judgment, such fees to be set by the court and not by a jury.
- C. Counterparts.** This License Agreement may be executed in one or more counterparts, each of which shall be deemed a original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signature of all Parties may be physically attached to a single document.

- D. Headings.** The descriptive headings of the paragraphs of this License Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.
- E. Further Acts.** Each of the Parties to this License Agreement shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, carry out the matters contemplated by this License Agreement
- F. Time of the Essence.** Time is of the essence of this License Agreement
- G. No Partnership and No Third Parties.** It is not intended by this License Agreement to, and nothing in this License Agreement shall create any agency, partnership, joint venture or other similar arrangement between the City and the Licensee. No term or provision of this License Agreement is intended to, or shall, benefit any person, firm, organization or corporation not a Party to this License Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this License Agreement.
- H. Entire Agreement.** This License Agreement constitutes the entire License Agreement between the Parties pertaining to the subject of this License Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged into this License Agreement
- I. Amendment.** No change or additions are to be made to this License Agreement except by a written amendment executed by the Parties to this License Agreement.
- J. Governing Law.** This License Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this License Agreement is subject to A.R.S. § 38-511 subjecting this License Agreement to cancellation due to statutory conflicts of interest.
- K. Reformation.** If any term, provision, covenant or condition of this License Agreement be held void or invalid, the Parties shall reform this License Agreement to conform closely to the original intent
- L. Venue.** Any legal action relating to this License Agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.
- M. Severability.** Every provision of this License Agreement is and will be construed to be a separate and independent covenant. If any provision of this License Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this License Agreement or the application of

that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this License Agreement will be valid and will be enforced to the extent permitted by the law, and the Parties will negotiate in good faith for such amendments of this License Agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

- N. No Personal Liability.** No member, official or employee of the City shall be personally liable to the Licensee, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to the Licensee or its successor or assign, or (c) under any obligation of the City under the terms of this License Agreement.
- O. Employment Eligibility.** The Licensee warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the License Agreement and is subject to penalties up to and including termination of this License Agreement. The City retains the legal right to inspect the papers of the Licensee and any contractor or subcontractor employee of the Licensee to ensure that the Licensee and any of its contractors or subcontractors are compliant with this warranty.
- P. Compliance with Law.** The Licensee agrees to comply with all federal, state and local laws.
- Q. Assignment.** The rights of each Party under this License Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity.

*[Intentionally left blank, signature page follows]*

The Parties have executed this License Agreement in the City of San Luis, Yuma County, Arizona the day and year set forth above (which is the day the last Party approved this License Agreement).

**CITY OF SAN LUIS, ARIZONA**

\_\_\_\_\_  
Jenny Torres  
Acting City Manager

**Attest:**

**Approved as to Form by:**

\_\_\_\_\_  
Sonia Cornelio  
City Clerk

\_\_\_\_\_  
Kay Marion Macuil  
City Attorney

**PROVERBS 31 HOME P31**

\_\_\_\_\_  
Maria Cecilla Cruz  
President/Director



# CITY OF SAN LUIS

P.O. Box 1170, 1090 E. Union Street  
San Luis, AZ 85349-1170  
Phone (928) 341-8520 | Fax (928) 341-8539  
[www.sanluisaz.gov](http://www.sanluisaz.gov)

March 24, 2025

Maria C. Cruz  
President  
Proverbs 31 Home P31  
P.O. BOX 532  
San Luis, Arizona 85349

**Sent by Certified and First-Class Mail and via email at [main@proverbs31homeaz.com](mailto:main@proverbs31homeaz.com)**

## **RE: City of San Luis License Agreement with Termination on June 30, 2024**

Dear Ms. Cruz:

Please be advised that the City of San Luis has decided to terminate the license agreement with Proverbs 31 Home P31 for the City Building located at 788 East B Street, San Luis, Arizona. This notice refers to Section Four of the license agreement as entered into the license agreement on August 6, 2019. Please consider this City of San Luis notice that the license will be terminated effective April 7, 2025.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jenny Torres  
Acting City Manager

CC: Roula Encinas, Finance Director  
Kay Marion Macuil, City Attorney

**Proverbios 31 Home P31**  
**From August, 1st, 2019 to Date**

788 E. B Street Building

Revenues:

• Rents	1,725.00
• Encroachment Permit Fee (Walk a Mile Against Domestic Violence 10/04/2024)	<u>68.00</u>

Total Revenues \$ 1,793.00

Expenses

• Internet	4,600.00
• Water	10,938.18
• Electricity	10,203.94
• Maintenance (Repairs, Janitorial Supplies, A/C Replacement)	6,636.08

Total Expenses \$ 32,378.20



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. F.

**Meeting Date:** 05/14/2025

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

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

**Action Requested:** Motion  
Ordinance

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#### ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 464. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Section 2.05.440 requiring a Call to the Public at Council's regular meetings, repealing conflicting provisions, and providing for severability. **(Council Members Lizeth Servin, Maria Cecilia Cruz, and Esteban C. Rosales)**

A. Action on Reading of Ordinance No. 464 by title only

B. Action on Ordinance No. 464

#### SUMMARY:

The following Council Members requested that this item be placed on the Agenda for May 14, 2025, for the proposal that a call to the public be on the agenda of all regular Council meetings.

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Council Member Lizeth Servin (See attachment for signature)

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Council Member Maria Cecilia Cruz (See attachment for signature)

---

Council Member Esteban C. Rosales (See attachment for signature)

#### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 464 BY TITLE ONLY**

**(CITY CLERK TO READ ORDINANCE NO. 464 BY TITLE ONLY)**

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 464 AS PRESENTED**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	No
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	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):**

This item has no purchase or revenue attached. It revises procedures in the City Code for the Council's meetings.

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**Attachments**

Signed AIR Form  
Ordinance No. 464

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# AGENDA ITEM REVIEW FORM

RECEIVED

MAY 13 2025

CITY CLERK'S OFFICE

**Regular City Council Meeting**

Meeting Date: 05/14/2025

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

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

Action Requested: Motion  
Ordinance

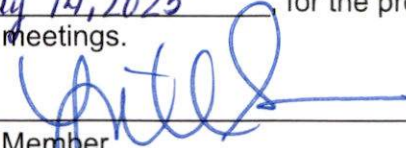
**ITEM:**

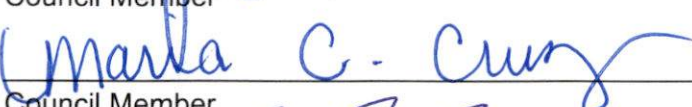
Discussion and possible action on any and all matters regarding Ordinance No. *464*. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Section 2.05.440 requiring a Call to the Public at Council's regular meetings, repealing conflicting provisions, and providing for severability. (Council Members \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_)


- A. Action on Reading of Ordinance No. *464* by title only
- B. Action on Ordinance No. *464*

**SUMMARY:**

The following Council Members requested that this item be placed on the Agenda for May 14, 2025 for the proposal that a call to the public be on the agenda of all regular Council meetings.

  
 \_\_\_\_\_  
 Council Member

  
 \_\_\_\_\_  
 Council Member

  
 \_\_\_\_\_  
 Council Member

**RECOMMENDATION / SUGGESTED MOTION:**

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. *464* BY TITLE ONLY**

(CITY CLERK TO READ ORDINANCE NO. *464* BY TITLE ONLY)

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. *464* 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):**

This item has no purchase or revenue attached. It revises procedures in the City Code for the Council's meetings.

---

**Attachments**

DRAFT Ordinance

---



# Ordinance

No. 464

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE SECTION 2.05.440 REGARDING REQUIRING A CALL TO THE PUBLIC AT COUNCIL'S REGULAR MEETINGS; REPEALING CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY.**

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

**Section 1:** The San Luis City Code Section 2.05.440(A)(2) shall be amended to add subsection (b) which shall read:

*Call to the Public.* After the Opening Invocation, a Call to the Public shall be made to allow individuals to address the Council on any issue within its jurisdiction.

There shall be no requirement to sign in to speak. However, the individuals who speak must state their names clearly to allow the clerk to record the names of every speaker accurately in the minutes.

- (i) Individuals who speak at the Call to the Public shall address the Council as a whole and not to any particular Council Member.
- (ii) Individuals who speak at the Call to the Public shall not enter into discussion with another without the permission of the Mayor or the Chair at the time (who may be the Vice Mayor or Member of the City Council).
- (iii) The Mayor or the Chair at the time (who may be the Vice Mayor or Member of the City Council) may ask a spokesperson to speak for all those who have come to speak on one side of an issue.
- (iv) Remarks shall be limited to three (3) minutes per individual speaker.
- (v) Individual speakers who do not use all three minutes cannot reserve their time for another individual to use their time.
- (vi) The maximum time allowed for the Call to the Public Item shall be thirty (30) minutes.

(vii) The Call to the Public is subject to the Open Meeting Law A.R.S. Title 38, Chapter 3, Article 3.1, as it may be amended.

**Section 2:** The City Council authorizes and directs the appropriate City officers and employees to perform all necessary or desirable acts to give effect to this Ordinance.”

**Section 3:** If a conflict arises between the provisions of this ordinance and any resolution, other ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Ordinance shall govern.

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

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_ day of May 2025.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

7. G.

**Meeting Date:** 05/14/2025

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

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

**Action Requested:** Motion  
Ordinance

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#### ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 465. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending and restating the San Luis City Code Section 2.05.420, the Mayor and Council Members shall have a right to attend the City Council meetings by technological means. **(Council Members Lizeth Servin, Maria Cecilia Cruz, and Esteban C. Rosales)**

A. Action on Reading of Ordinance No. 465 by title only

B. Action on Ordinance No. 465

#### SUMMARY:

The following Council Members requested that this item be placed on the Agenda for May 14, 2025, for the proposal that Council Members may be present at Council Meetings by electronic means.

---

Council Member Lizeth Servin (See attachment for signature)

---

Council Member Maria Cecilia Cruz (See attachment for signature)

---

Council Member Esteban C. Rosales (See attachment for signature)

#### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 465 BY TITLE ONLY**

**(CITY CLERK TO READ ORDINANCE NO. 465 BY TITLE ONLY)**

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 465 AS PRESENTED**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	No
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	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):**

This item has no purchase or revenue attached. It revises procedures in the City Code for the Council's meetings.

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**Attachments**

Signed AIR Form  
Ordinance No. 465

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# AGENDA ITEM REVIEW FORM

RECEIVED

MAY 13 2025

CITY CLERK'S OFFICE

### Regular City Council Meeting

Meeting Date: 05/14/2025  
Department Head: Kay Macuil, City Attorney, Attorney's Office  
Submitted By: Kay Macuil, City Attorney, Attorney's Office  
Action Requested: Motion  
Ordinance

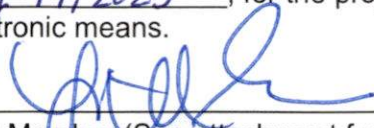
### ITEM:

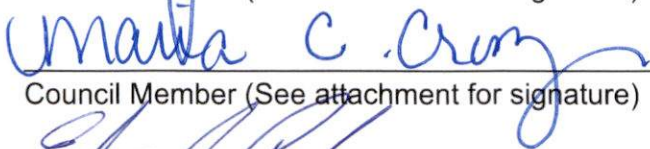
Discussion and possible action on any and all matters regarding Ordinance No. 465. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending and restating the San Luis City Code Section 2.05.420, the Mayor and Council Members shall have a right to attend the City Council meetings by technological means. (Council Members \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_)


- A. Action on Reading of Ordinance No. 465 by title only
- B. Action on Ordinance No. 465

### SUMMARY:

The following Council Members requested that this item be placed on the Agenda for May 14, 2025, for the proposal that Council Members may be present at Council Meetings by electronic means.

  
\_\_\_\_\_  
Council Member (See attachment for signature)

  
\_\_\_\_\_  
Council Member (See attachment for signature)

  
\_\_\_\_\_  
Council Member (See attachment for signature)

### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 465 BY TITLE ONLY**

(CITY CLERK TO READ ORDINANCE NO. 465 BY TITLE ONLY)

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 465 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):**

This item has no purchase or revenue attached. It revises procedures in the City Code for the Council's meetings.

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**Attachments**

DRAFT Ordinance

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# *Ordinance*

No. 465

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING AND RESTATING THE SAN LUIS CITY CODE SECTION 2.05.420 THE MAYOR AND COUNCIL MEMBERS SHALL HAVE A RIGHT TO ATTEND THE CITY COUNCIL MEETINGS BY TECHNOLOGICAL MEANS.**

**WHEREAS**, under the Arizona Open Meeting Law, the definition of a meeting includes “the gathering, in person or through technological devices, of a quorum of the members of a public body” (A.R.S. § 38-431(4)(a)); and

**WHEREAS**, “If members of a public body are unable to be present in person at a public meeting, they may participate by telephone or video or internet conference” (Ariz. Att’y Gen. Ops. I08-008, I91-033, I83-135 as cited by the Attorney General’s Arizona Agency Handbook § 7.10.3 page 7-26 (2018)); and

**WHEREAS**, under the San Luis City Code § 2.05.440(A)(1) the City Council Meeting proceedings follow the parliamentary rules of the Robert’s Rules of Order, unless otherwise specified; and

**WHEREAS**, under the Robert’s Rules of Order, a “deliberative assembly,” such as the City Council, “meet in a single room or area or under equivalent conditions of opportunity for simultaneous aural communication among all participants (RONR (12<sup>th</sup> ed.) 1:1) ; and

**WHEREAS**, Robert’s Rules of Order has a section on “Electronic Meetings” (RONR (12<sup>th</sup> ed.) 9:30-9:36) and in the Appendix, it contains “Sample Rules for Electronic Meetings” (RONR (12<sup>th</sup> ed.) pages 635-649);

**WHEREAS**, the above sources provide the authority for the City Council to amend the San Luis City Code to confer the right for the Mayor and City Council Members to attend the City Council Meetings by technological means.

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

**Section 1:** Section 2.05.430 of the San Luis City Code is amended and restated to read:

**2.05.420 Quorum and Attendance by Technological Means Permitted**

(A) A majority of the Councilpersons shall constitute a quorum for transacting business, but a lesser number may adjourn from time to time and compel the attendance of absent members.

(B) Councilpersons (Councilperson includes the Mayor) who are not present in person for a "Meeting" (as defined by the Arizona Open Meeting Law) shall have the right to participate by technological means to conference into the Meeting remotely. The technological means shall provide conditions of opportunity for simultaneous aural communication among all those Councilpersons participating in the Meeting.

(C) The City Council adopts the following rules to govern the participation by technological means:

1. The City Clerk's Office shall notify the City Council and the public of the possibility of a Councilperson participating by technological means by including a notice on every agenda that reads as follows or words to similar effect, "Please take notice that members of the City Council will attend either in person, telephone, or video conference communication."

2. The City Clerk's Office and technical staff shall ensure that the Council Chambers have facilities that permit the public to observe and hear all communications that are provided remotely into the Council Chambers.

3. The City Clerk's Office shall identify in the minutes of the Meeting the members who participated remotely by technological means.

4. Councilpersons participating remotely shall make every effort to connect fifteen (15) minutes before the scheduled time for the call to order of the Meeting.

5. Except in an emergency where most of the Councilpersons are appearing remotely, the Mayor or Vice Mayor shall be in person to conduct the Meeting.

6. Councilpersons participating remotely shall announce themselves at the first opportunity when joining and departing, but may not interrupt a speaker to do so.

7. No action of the City Council shall be invalidated on the ground of a technical malfunction.

8. The chair through the Mayor, Vice Mayor, or Councilperson designated to chair may order the Clerk to mute or disconnect a Councilperson's remote connection if it is causing undue interference with the ability of the City Council to communicate or hear presentations during the Meeting. The chair shall announce during the Meeting and the Clerk shall record in the minutes the chair's decision to mute or disconnect the connection.

9. Any Councilperson may appeal to the chair to immediately put to a vote the chair's decision to disconnect or mute the remote member. The chair shall put the matter to vote without allowing discussion or debate. This procedure is an "undebatable appeal" under Robert's Rules of Order. Undebatable appeals ensure that procedural matters are resolved quickly and efficiently.

**Section 2:** The City Council authorizes and directs the appropriate City officers and employees to perform all necessary or desirable acts to give effect to this Ordinance."

**Section 3:** If a conflict arises between the provisions of this ordinance and any resolution, other ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Ordinance shall govern.

**Section 4:** If any section, subsection, sentence, clause, phrase, or portion of Ordinance No. 465 is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by legislation, such decision or law shall not affect the validity of the remaining portion of this ordinance.

*[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 \_\_\_\_ day of April 2025.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney