

Sierra Vista City Council
Work Session Minutes
July 6, 2021

1. Call to Order:

Mayor Mueller called the July 6, 2021, City Council Work Session to order at 3:00 p.m., Council Chambers, City Hall, 1011 N. Coronado Drive, Sierra Vista, Arizona.

Mayor Rick Mueller – present
Mayor Pro Tem Rachel Gray – present
Council Member William Benning – present
Council Member Gregory Johnson – present
Council Member Angelica Landry – present
Council Member Mark Rodriguez - present
Council Member Carolyn Umphrey - present

Others Present:

Chuck Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Lawrence Boutte, Commander, Police Department
Laura Wilson, Parks, Recreation and Library Director
Jennifer Osburn, Budget Officer
Jill Adams, City Clerk

1. Presentation and Discussion:

A. July 8, 2021 Council Meeting Agenda Items ([agenda attached](#))

Mayor Mueller stated that the Council Meeting for Thursday, July 8, 2021, starts at 5:00 p.m. with the call to order, roll call, invocation, Pledge, and the acceptance of the agenda.

In response to Mayor Mueller, Council Members stated that they do not want to add nor delete items on the agenda.

In response to Mayor Mueller, Mr. Potucek stated that there will be a JPA Meeting on July 8, 2021 that he plans to report on regarding SEACOM. He added that Michael Cline was selected by the JPA Board to serve as director, a good hire but it does create a hole in the department's organization, and they will have to work through that.

Mayor Mueller asked about the timing on filling the position. Mr. Potucek stated that hiring for these types of professional positions has been extremely difficult over the past year and it could be anywhere from three months to nine.

Mayor Mueller asked if the position has been advertised. Ms. Yarbrough stated that it went through the Human Resources process for approvals, and it should be advertised during the week.

In response to Mayor Mueller, Ms. Yarbrough stated that it will be simultaneous, internal, and external.

Item 2 Approval of the Regular City Council Meeting Minutes of June 24, 2021 – There was no discussion.

Item 3 Resolution 2021-049, Amendment to Intergovernmental Agreement with Cochise County for Court Co-location and Operations through June 30, 2022

Ms. Yarbrough stated that the court agreement has been in existence for 31 years. It was first entered into in 1990 at the request of the County to consolidate courts and to have the city pay for a portion of the prosecution costs. Since that time, the agreement continued unchanged until 2010 when there was a brief diversion while the city implemented the photo citation program that eventually came out. Then in 2015 the funding formula was revised again and then in 2019 there were several other issues. Between 2019 and 2020 there were a couple of different versions of the agreement passed. The city finally ended up with one that was passed in November 2020 by the Council and then passed by the Board of Supervisors in 2021. This is the agreement that is being amended and this agreement also established the new funding formula.

Mr. Potucek stated that he believes that fundamentally, the changes that have occurred over time with the court agreement was just so that the county courts would get the city's fine revenue. He added that it is a good thing to have a consolidated court and he does not have a problem with the concept, and it has worked well over the years. However, over the years, fine revenue has not really produced that well and court costs continue to go up, a larger and larger gap between revenue and costs. The county asked for an agreement that contemplated some \$90,000 or so to help cover prosecution costs and that was specified in the agreement, but this has been escalating over time to the point where last year, the County is wanting reimbursement for the total sum share of the city's cases that get cited into Justice of the Peace Five. The fine revenue is not there, even though it is calculated in and continues to result in higher costs to the city, but not to the point where it would be equal to running the city running its own court. Ms. Yarbrough added that part of the reason that the fine revenue decreased over the years as the county told the city is that philosophies are changing.

Ms. Yarbrough stated that late last summer/early fall, Judge Conlogue who was the presiding Superior Court Judge proposed to enter into a new type of agreement. The consolidated court agreement would change to a court colocation agreement, and it would give the City Council the right to directly appoint the justice of the peace and separate that from the consolidated agreement and recognize that there are two separate courts.

The agreement also directly appointed the Justice of the Peace Pro Tem Gary Ramaker at the expense of the county for up to 50 hours a year to hear the city magistrate cases of which there are about eight to ten a year. The funding formula was also finished at that time and adopted in the agreement as well. The funding formula changed to recognize the percentage of cases that were cited into the justice court, which percentage of those were solely Sierra Vista cases, and then applied that percentage to the operating costs and the revenue. The percentage of revenue that was received from Sierra Vista cases was then subtracted from the percentage of operation costs that resulted in the city's final amount to pay to the county.

This agreement went into effect on January 1, 2021, but the following week, a call was made to the city that notified the city that Judge Raemaker had resigned as the city's magistrate because he did not know, and it was not previously known on the city's end nor the county's end, that he would be responsible for travel and training costs. In the past the justice of the peace as the

city's magistrate would have already been going to that training. The Administrative Office of the Court had contacted the county and said that the new justice of the peace would be responsible for those as a separate judicial officer and they would be required to go to new judge training and attend the annual conference, etc. and this was not ok with Judge Raemaker, and therefore resigned. Judge Dickerson who became the presiding judge of the superior court on January 1, 2021 appointed Judge Lund as the City Magistrate until such time that the city could work out the amendment to the agreement and then subsequently the agreement/contract with the justice of the peace as the city's magistrate.

The amendments to the agreement approved in November has clarifying statutory references and procedural definitions that do not change much of the agreement. There is a change to Part D of Section III that appoints the justice of the peace as the city magistrate as opposed to the pro tem, an addition to part E related to city magistrate compensation, and removed Parts B and C, Section V related to allotting time for exclusive use of the municipal courts.

Ms. Yarbrough pointed out that the amount that is listed as the city's payment for next year of \$281,000 is not correct. Initially this was a version that was approved by all cities that approved the agreement after the city. The city's cost was locked in with the agreement passed in November 2020. The total cost will be \$276,807 and that amount is in the current budget.

In response to Mayor Mueller, Ms. Yarbrough stated that the cost is \$276,807, which is in the current fiscal year budget.

Council Member Benning asked if the cost of \$276,807 is for fiscal year 21-22. Ms. Yarbrough stated that he is correct. She added that the funding formula will be recalculated on an annual basis. By March 2022, the city will be able to pull the data from the previous fiscal year to rerun through the formula which would provide the amount for fiscal year 2024. This will occur each year by March.

Council Member Benning stated that the language gets muddled when stating Sierra Vista Precinct V or Justice Court V. He asked if this refers to municipality cases or anything cited by the city's police and municipality cases and referred to paragraph two, subsection C, "All CITY ordinance violations shall be filed in the Justice Court V's City data base. All other cases filed by the City Police Department will be filed in the Justice Court V's State data base. Sierra Vista Justice Court V shall be responsible for the collection of all COUNTY fees, fines, surcharges, restitution..."

Ms. Yarbrough stated that it is all cases.

Council Member Benning stated that the reason he is asking is because of paragraph three, subsection E, "the compensation of the City Magistrate shall be the sole responsibility of the City" and he wonders if this means all cases.

Mr. Potucek stated that it is all the city's cases. Mayor Mueller added that he will also handle county cases.

Council Member Benning stated that the city is compensating for those. Mayor Mueller stated that the city is not compensating for county cases. Council Member Benning stated that he means that the city is compensating \$276,000 for its cases because the city is included in the 46 to 47 percent of what the city cases are. He further explained that the \$276,00 goes towards court operating fees, security, utilities, prosecution offense that includes the Justice of the

Peace V salary. Mr. Potucek stated that he is correct in that the formula for compensation of justices of the peace is calculated into the \$276,000, which is \$105,000. The city is paying a share of that.

Council Member Johnson referred to paragraph three, subsection E, "the compensation of the City Magistrate shall be the sole responsibility of the City" and noted that this is the next area that will be discussed; however, Council has been told that there are eight to ten cases a year and prior to that the city was going to have 50 hours of Mr. Raemaker for a year and the city was going to pay him 50 hours and he is an actual attorney. Mr. Potucek stated that he is correct.

Council Member Johnson stated that he wanted to clarify because he has some comments for the next item. Mr. Potucek stated that the compensation for the justice of the peace was being looked at by staff just the way that was described by Council Member Johnson. The city only has so many city code and ordinance violations that get cited into the court. As discussed during a prior meeting, the County does not view it that way. They view all the city's cases, be they criminal, civil, or traffic to be a part of the mix. They view the whole thing as the city's responsibility as opposed to just those cases that were talked about. There is a difference of opinion.

Council Member Johnson stated that by paying the \$276,000, the city is paying its fair share and he does not understand. The city is asking now to handle the handful of cases per year on behalf of the city. Mr. Potucek stated that he does not disagree.

Ms. Yarbrough stated that there was a difference of opinion when discussion first took place on this, that the city was only discussing those eight to ten cases that were solely city ordinance related cases. The opinion of the county is that the city is not talking about only those eight to ten cases, the discussion is about any cases that could theoretically be cited into a city magistrate court which includes all the civil cases, traffic, misdemeanors and that this should be included in the calculation that has a little more application when talking about the city magistrate contract.

Council Member Johnson asked if the County is position that the city's civil traffic cases are considered city cases. Mr. Potucek stated that he is correct.

Council Member Johnson asked about the purpose of Justice of the Peace V if they do not take every case within their jurisdiction. Mr. Potucek stated that he thinks that one of the real sticky issue deals with State Law and how the courts are set up. He used the analogy of where the mayor lives because before he bought his house, he annexed his property into the city, ran for mayor as a city resident etc. However, his neighbor is in the county and therefore, the Sheriff will cite cases into Justice of the Peace V and the Sierra Vista Police Department will do the same, but because the city is organized as a municipality, the city has the privilege of setting up its own court so the county views that as running its court for the city. A city resident has the privilege of not only paying Justice of the Peace V through the property tax bill but now they have the privilege of paying more through the agreement that the county resident living next door to the mayor does not have to pay.

Council Member Benning asked if the rest of the justice of the peace joined suit in paying their fair share, the same formula as the city's. He also asked if they are paying additional fees to the Justice of the Peace V for their cases. Ms. Yarbrough stated that each city has a separate agreement with their magistrate and is paying them an additional cost for being their magistrate.

Council Member Johnson asked for the basis of those agreements. He added that the city is going to be thrown a number during the next item and he is concerned that perhaps the city is going to be paying more than their fair share. Mr. Yarbrough stated that staff knows what some of the amounts are, but one of the issues with the court agreement that the county wanted was to take that entirely out of the agreement and make it an agreement solely between the city and their magistrate.

Council Member Johnson explained that he is asking a lot of questions so that there is record of the conversations. He added that he is not trying to make it difficult, he just wants to make it known for someone watching on video understands what the city is facing.

Item 4 Resolution 2021-050, Judicial Services Contract with Kenneth J. Curfman, Justice of the Peace, Precinct V – Ms. Yarbrough stated that pursuant to the last item, the next item is the employment contract with the Justice of the Peace Precinct V as the city magistrate. The city's Code of Ordinances requires Council to appoint a magistrate and it also states the term will be for two years. In the employment contract, the employment term starts January 1, 2021 and goes through December 31, 2022. The amount to be paid to Judge Curfman is \$52,500 a year for his services as city magistrate and he requested that amount as half of his current salary.

Mayor Mueller asked if Judge Curfman arrived at that number because it is half of his current salary. Ms. Yarbrough stated that he is correct.

Mayor Mueller noted that he still getting \$105,000 plus \$52,000.

Council Member Benning asked for the formula and added that he knows, when they had their meeting, that based on a certain number of cases is dependent on the state salary for the justice of the peace. Based off the case load for the justice of the peace V that makes it \$105,000. He further stated that if the city takes 46 percent off that case load, he wonders what the state mandate would pay for justice of the peace V. Mr. Potucek stated that the judge's salary is based on a system of judicial credits. In discussion with Judge Curfman, he explained that the number of cases generated by Sierra Vista doubles his workload. He has a workload of judicial credits just through the county cases that qualifies him for the \$105,000 salary. Theoretically then a fair price would be \$210,000 so basically the city is looking at that as well.

Mr. Potucek stated that Judge Dickerson's last number with the city was \$28,750 and the city was looking at it just like Council Member Benning was in that 46 percent would be somewhere around \$48,000. However, Judge Dickerson then came back at \$60,000 and there was more discussion and then it was agreed upon at the \$52,500, which was as close as it could be to the number being discussed.

Council Member Johnson stated that he has a lot of thoughts on this issue. He added that he known Mr. Curfman and he met him when he was running for Justice of the Peace V and he has no axe to grind with him, but he must take those cases because they are within his jurisdiction. He is asking \$52,500 for eight to ten cases a year or 50 hours if the city uses Mr. Raemaker's formula. He added that he cannot support signing a contract for that. City Council is present to protect the taxpayers and he believes that it is abhorrent that the city is being held hostage by an elected official. He then asked if there was a formal agreement like this one with Judge Dickerson. Ms. Yarbrough stated that the city did not.

Council Member Johnson stated that he believes that the city is setting a dangerous precedent

because it will just continue, and he does not plan to support it. Mr. Potucek stated that it comes down to how they view things versus how the city views things, and they view it as that the total of the work generated by Sierra Vista is what the city would have to deal with in the city's own court setting; therefore, they should be compensated for the portion of the totality of that. The city's views it as that they must take the cases anyway, but these are the other ones that are strictly magistrate.

Council Member Johnson made the comment that if he does not like the salary, he should not have run for the position. Council Member Benning agreed.

Mr. Potucek stated that the problem that the city runs into is that all the judges must sign the court agreement and that means Judge Dickerson and Judge Curfman.

Council Member Johnson asked Council Members if they have any ideas.

Council Member Benning stated that this is intertwined with Item 3 and noted that when this first came about, it was approximately \$1.7 million for the city to stand up its own court and approximately \$850,000 annually to run it. Mr. Potucek stated that the \$850,000 is probably light now.

Council Member Benning stated that currently the city pays the \$281,000 on top of the \$270,000 that they receive from revenue, which is approximately \$550,000 and then the city throws a \$250,000 on top of that, the city is looking at \$600,000. He added that in his mind, if the city went the other route, the city would not be held accountable by any other entity but itself. The city would not have this issue five years from now when Judge Smith thinks that he deserves more money because the city grew from \$50,000 to \$60,000. The city would eliminate this precedence set by compensating what the State is already saying that they are responsible for, and the city is compensating for. It also goes back to the tax issue, i.e., the mayor being in the city and his neighbor being in the county and the city residents being taxed double for the same process. Lastly, he stated that he cannot look someone in the eye and say that this is the right thing to do in the city. He understands where Mr. Curfman is coming from and asked if the document would change if the city paid the county for a set sum of money for the percentage that the city uses but providing its own magistrate.

Council Member Benning suggested that the city pick its own magistrate from an external hire by putting out an ad and hire/elect its own judge to fill the magistrate position minus whatever percentage the city is paying to the Justice of the Peace V for those cases.

Mayor Mueller stated that he is not sure what Council Member Benning is asking for and noted that his understanding is that if the city appoints Mr. Curfman, he will be the city's magistrate and that is what the first agreement states.

Council Member Benning stated that the city does appoint its own magistrate. Mayor Mueller stated that in the past, the city has picked an attorney that is already on staff that works for him or Judge Dickerson. It is easier and he is not sure if would have been cheaper.

Mr. Potucek stated that Judge Dickerson would give the city a number and it would be put in the budget, Council voted on the budget and there was no formal agreement. Mayor Mueller stated that the analysis was not available either at that time because there were issues with costs and record keeping at the court.

Mr. Potucek stated that the city has the capital cost and startup costs associated with standing up a court which was at one point \$1.7 million or whatever that number will end up being plus when adding the fine revenue and probably about a half million dollar a year difference between operating a court and going with an agreement such as what is proposed. It really comes down to, is it a dollar and cents issue or an issue where you want to control your own destiny somewhere in the future? He added that he does not know what is going to happen in future with this agreement because the city has very little control over it, and it is possible that costs could continue to go up and it may get to the point where from a financial standpoint that is something that the is going to need to look at down the road. Currently, it is not the right time at least financially.

Council Member Benning stated that he is in the same boat as Council Member Johnson, and he does not think that he is going to say yes to this contract. He asked what would happen if this contract were not approved. Mr. Potucek stated that he does not know if Mr. Curfman will sign the agreement. Mayor Mueller noted that he must sign both documents.

Council Member Johnson referred to the exhibits on Item three and stated that the city is giving a fine revenue based on 2020 actuals at \$585,234 and if the city uses just that number plus the \$275,000 that the city is going to contribute this time, the city is up to \$861,041. The city is practically close to one million dollars in court costs and now the city going to pile another \$52,500 on top of that. Mayor Mueller noted that they are different fiscal years. Mr. Potucek stated that it is all revenue and not just Sierra Vista's share revenue.

Council Member Johnson stated that he gets it now, it would be about 47 percent of the \$585,000. Mr. Potucek stated that the other problem with fine revenue is that it is a declining revenue source and not an increase in revenues.

Council Member Johnson stated that he is looking at the big numbers and is concerned. Ms. Yarbrough stated that the fine revenue is from all entities. In the year that was used, last year, data was available that was broken down by organizations and that was the total amount from about 17 different agencies. Using the 46 percent of the total Sierra Vista cases was applied to the revenue number and that does get subtracted. They are not getting double revenue.

Council Member Umphrey stated that she is concerned about the precedent that it sets because the city is going to agree to this contract, but that is just for Mr. Curfman and whoever gets elected in the future, depending on their negotiating skills, the city may end up paying more. She added that she does not like how the city must do this. She further added that she is not stating that she is not going to vote for this agreement, but she wants to share her displeasure and does not have a solution for this. In closing she stated that she agrees with Council Members Johnson and Benning.

Council Member Benning asked for Justice of the Peace II's agreement with their magistrate. Ms. Yarbrough stated that she can ask if they will share it with Council. Mayor Mueller noted that it should be a public record.

Mayor Mueller asked Council Member Benning for his purpose in doing this. Council Member Benning explained that if the municipality percentages is looked at, Douglas is 50.97 percent case load of Justice of the Peace II. He would like to compare to what their magistrate is asking for based off what the city's magistrate is asking for. He noted that Sierra Vista is at a lower percentage.

Mayor Mueller stated that this would show if the city were in the right ballpark. Mr. Potucek stated that there are different case load numbers. Council Member Benning stated that he looked at it and it is about 400.

Mayor Mueller asked Mr. Potucek if when he looked at the numbers, he made the offer of \$48,000 plus and ended up with \$52,000. Mr. Potucek stated that he was thinking that based on the situation that the city was in, Judge Curfman could have conceivably asked for a whole lot, and he knew that it was going to be more than what Judge Dickerson had asked for. He added that he was hoping that a good outcome would be to get around the 46 percent number. The city is a little over that.

Ms. Yarbrough pointed out that the Douglas Magistrate Contract may not be apples to apples because on page two of Exhibit A, the total case load for Douglas is about 4,500 and the total case load for Sierra Vista is 10,053; therefore, the judges will be paid differently.

Council Member Rodriguez asked for clarification if the previous agreement with Judge Dickerson was \$28,700, then there was an increase of \$23,000 to the new number, and historically there was no data for cases; however, currently it is the same number of cases, just like it was for Judge Dickerson. He also asked if Judge Curfman wants an increase for the same workload. Ms. Yarbrough stated that the point that the justice of the peace has made to the city is that it is not eight to 10 cases and there is a difference of opinion. City staff felt that it was the eight to 10 cases that are solely based on city code, mostly animal control, and property cases. Their argument is that it is not those eight to 10 cases, it is all the civil cases that could theoretically be cited into a city court if the city had its own that they would then not have to handle. Mr. Potucek added that one point that needs to be mentioned is that there is a clause in the agreement pertaining to Statute regarding jail cost. If the city uses the consolidated court and justice of the peace V the city is not subject to the jail costs that could be assessed to the city if the city were to operate its own court. None of those costs are cranked into the spreadsheets that staff worked on prior to this meeting. This is a wild card, and it could be a big number.

Mayor Mueller noted that the city does have transport costs; however, the police station has four cells, and it is not adequate for male/female adult/juvenile population. If the city were to set up its own court, there would be an additional cost for jail infrastructure.

Council Member Benning asked who owns the land where the county courts are located. Mayor Mueller replied that the County owns it. Most of those places are in the city limits, but it is a county-owned facility.

In response to Mayor Mueller, Council Member Benning stated that the county charges the city then the city could charge the county for something. He added that he does not like being held hostage and this is how this feels.

Mayor Mueller apologized beforehand and stated that the city is being asked to eat a "explicit" sandwich and nobody want to do that. He suggested that council talk with the County Board of Supervisors to explain exactly the city's position, which is not going to happen by Thursday, July 8, 2021, and probably not until the next agreement is done. He added that in his opinion, the city is being asked to double tax its citizens; however, at the same time, the city is mandated to provide judicial services. Currently, with an uncooperative county on this issue, the city has work to do soon by talking to the supervisors, other cities in making sure that they understand the city's position and support the city's position. In a longer term process the city could be

successful in persuading the county that the city is being doubled taxed and while it may be cheaper to have a colocation agreement with the County, currently it is not necessarily the right way to do it. There needs to be a better job, but it is going to take time to work with the other cities, county to try and get an agreement that does not leave a bad taste. The council is having to eat something that they do not want to eat, not the best agreement but it may be the best agreement that the city can get at this time. He added that he has talked about some strategies to Mr. Potucek, but he is not ready to put those out in the public. Lastly, he asked council to consider his statements when voting on this issue on Thursday, July 8, 2021.

Council Member Johnson stated that he is still very upset about this issue and asked what would happen if Judge Curfman does not sign the agreement. He asked if he is bound to take the cases in Justice of the Peace V whether he signs or not. Mayor Mueller stated that he is not going to publicly make a judgment on the Judge, but he swore an oath just like the Council did.

Council Member Johnson stated that both the county and Mr. Curfman are playing hard ball and suggested that the city hit it out of the park. He would rather table this item until there is more time to discuss this.

Council Member Benning stated that he does not think that it is the County. The County is ok with \$276,000, the city paying its 46 percent. He added that the Supervisors are ok with the \$276,000, but he thinks that Judge Curfman is not going to sign the contract and the holdup is that all the judges must agree to the contract. The County is ok because the city is paying its fair share based off the formula and they do not want to deal with in trying to figure out how to raise that \$105,000 or whatever they must do on their end.

Council Member Benning stated that he agrees with Council Member Johnson and asked what would happen if the Judge does not sign the agreement. Mayor Mueller stated that the way he looks at this, there should be an interim agreement until the other political parties, supervisors, and other city councils, are on board.

Council Member Johnson suggested changing the agreement to a one-year agreement and work hard in the interim. Mayor Mueller noted that it is a one-year renewal.

Ms. Yarbrough stated that the City Code states that it is a term of two years, and the city is already six months into it; therefore, it is a year and a half.

Mayor Mueller noted that the city is looking at a short timeline. Ms. Yarbrough stated that he is correct.

Council Member Benning asked about paragraph two, subsection B of Judge Curfman's contract. He noted that the Judge can resign if six months in he does not think that it is fair or he wants more money, then the city is in the same situation. He asked if a clause could be added that states that if he resigns within 30 days that he pays the city, just like there is in the education system where a person pays \$1,500 if they break a contract and it is a one-year contract. The city is still vulnerable and in the sandwich situation even with the contract as written.

Mayor Mueller asked if this is a standard phrase and if it was included in the last agreement as well. Ms. Yarbrough stated that it is standard for an employment contract. She added that she used this phrase from the Human Resources Division. Mr. Potucek added that it is a different situation because the city is dealing with an elected official and not an employee.

Mayor Pro Tem Gray asked if “for cause” could be a myriad of reasons. Ms. Yarbrough stated that she is correct.

In response to Mayor Mueller, Council Member Benning voiced his concern with Judge Curfman asking for more money and getting out of the contract. The problem is that he is an elected official for two years and the contract must be good to him for two years. If after a year he says that it is not worth \$50,000 and wants \$100,000, he has the city handtied because all he must do is provide a 30-day notice and he is out of the contract and the city is left without a magistrate.

Ms. Yarbrough stated that the specific term on Paragraph two, Subsection B was taken from the City Code, the rest of the agreement is based on a template from Human Resources.

Council Member Johnson asked about Paragraph three, Compensation/Payment, that states that the city shall also pay mandated federal and state employee benefits for the duration. He asked about the additional costs because \$52,500 could just be the start.

In response to Mayor Mueller, Ms. Yarbrough stated that the city is not paying into the Judge’s retirement system. The way that the contract is worded is that any benefit that is currently paid by the County, the City is not paying for it, which would include the retirement system. The city is required to pay for any employee workman comp or FICA, MICA; However, if the county is already paying him a benefit i.e., health insurance or retirement, then the city is not pay for any of that.

Council Member Benning asked if the city is paying the taxes on the \$52,500. Ms. Yarbrough stated that the city is required to do so as dictated by the Employment Act.

In response to Mayor Mueller, Council Member Johnson stated that discussion is on the record and that is important. Mayor Mueller agreed and added that if the city were to get into a position where there is litigation, then discussion is on the record of the points that were brought up, but he does not currently foresee any litigation.

B. Report on Recent Trips, Meetings and Future Meetings

Mayor Mueller noted that the next Council Meeting is to approve the budget and it is going to be a special meeting. Ms. Yarbrough explained that she and Mr. Potucek will be out of town starting July 21, 2021 and they would not be available for the July 22, 2021 meeting. The city is required by State Law to have the final budget vote and property tax hearing within a certain timeframe. Included in that timeframe is the requirement to advertise to the public and put notice in the newspaper; therefore, those advertisements had to be scheduled for July 4, 2021 and July 11, 2021 to make the total budget timeline. There will be a special meeting on July 20, 2021 at 4:30 p.m. There is no work session on this day and there will not be a Thursday Council Meeting. The agenda for July 20, 2021 will include the final budget vote, property tax hearing, and a liquor license application.

Council Member Benning stated that he attended the MPO Meeting and commended the representative on Council because they have put in a lot of work and doing great things. Mayor Mueller noted that Mayor Pro Tem Gray is the Chair.

C. Future Discussion Items and Council Requests

Council Member Johnson stated that he is aware that a valuable member of the economic development team was lost to SEACOM, and he knows that the city is going to be seeking a new person. He added that one of the things that was talked about during the Strategic Planning was an economic development commission/board or something to augment and help the city staff in all their efforts. He further added that he would like to see that bubble to the surface as a talking point now that the budget process has been completed.

In response to Mayor Mueller, Mr. Potucek stated that he thinks that there will be a work session scheduled on that topic during the first work session in August.

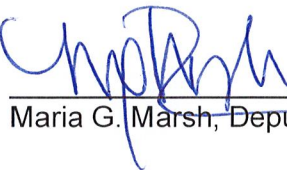
3. Adjourn Mayor Mueller adjourned the City Council Work Session at 3:51 p.m.




Frederick W. Mueller, Mayor

Attest:

Minutes prepared by:



Maria G. Marsh, Deputy Clerk



Jill Adams, City Clerk