NOTICE OF REGULAR COUNCIL MEETING

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, December 14, 2016. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from 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 of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles 14 de Diciembre del 2016. 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 cordialmente 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 qua sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA
12/13/2016

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
December 14, 2016
7:00 p.m.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

1. CALL TO ORDER/ROLL CALL 7:01 p.m.

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. OATH & SWEARING-IN CEREMONIES **Executed**

- Oath & Swearing-in of office for re-elected Council Members Maria Cecilia Ramos, Matias Rosales and Gloria Torres to be officiated by the Honorable Juan M. Guerrero, Somerton-San Luis Justice of the Peace, Second Precinct.

- Oath & Swearing-in of office for newly appointed City Manager Tadeo A. De La Hoya to be officiated by the Honorable Juan M. Guerrero, Somerton-San Luis Justice of the Peace, Second Precinct.

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

5. A. MINUTES OF **Approved**
-Regular Council meeting held September 14, 2016
-Special Council meeting held September 21, 2016
-Regular Council meeting held September 28, 2016

5. B. DISBURSEMENTS FROM NOVEMBER 12, 2016 THROUGH DECEMBER 14, 2016 **Approved**
Total Disbursements $1,565,416.04
(One Million, Five Hundred-Sixty Five Thousand, Four Hundred Sixteen Dollars and Four Cents)

5. C. Discussion and possible action on any and all matters regarding authorization to join the Strategic Alliance for Volume Expenditures (SAVE) Cooperative Purchasing Agreement. **(Angelica Cifuentes, Purchasing Agent III)** **Approved**

5.	**D.**	Discussion and possible action on any and all matters regarding the previously approved purchase of a 2016 Chevrolet Colorado two-wheel drive extended cab truck for the Utilities Department to allow for waiver of formal procurement procedures as allowed by the San Luis Purchasing Code Section 36.01(H). **(Olivia Jenkins, Utilities Director)**	**Approved**
5.	**E.**	Discussion and possible action on any and all matters regarding the donation of two old ambulances and the purchase of two new ambulances. **(Hank Green, Fire Chief)**	**Approved**
5.	**F.**	Discussion on any and all matters regarding Fire Department purchase of Image-Trend software to interface with Computer Aided Dispatch and emergency medical service reports. **(Hank Green, Fire Chief)**	**Approved**
5.	**G.**	Discussion on any and all matters regarding the purchase of portable radio equipment for the Fire Department. **(Hank Green, Fire Chief)**	**Approved**
5.	**H.**	Discussion and possible action on any and all matters regarding the re-allocation of funds and request that the revenues generated by the City of San Luis Parks & Recreation Spooktacular Festival held October 31, 2016 be used in equal amount to replenish the Youth Center and Special Services accounts. **(Lizandro Galaviz, Parks & Recreation Director)**	**Approved**
5.	**I.**	Discussion on any and all matters regarding releasing of Probation Funds to refund certain Probation Fees. **(Kristin McManus, Magistrate)**	**Approved**
5.	**J.**	Discussion and possible action on any and all matters regarding Resolution No. 1167. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement between the City of San Luis and Yuma County for the purpose of providing mandated Weekend and Holiday Municipal Court Services. **(Kristin McManus, Municipal Court Judge)**	**Approved**
5.	**K.**	Discussion and possible action on any and all matters regarding the adoption of Resolution No.1168. A Resolution of the Mayor and City Council of San Luis, Arizona to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Andrea Moreno, Police Administrator)**	**Approved**
5.	**L.**	Discussion and possible action on any and all matters regarding the adoption of Resolution No.1169. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program - Equipment between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Andrea Moreno, Police Administrator)**	**Approved**

5.	**M.**	Discussion and possible action on any and all matters regarding Resolution No. 1172. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record that certain document filed with the City Clerk and titled "The City of San Luis Records Management and Retention Policy". **(Sonia Cornelio, City Clerk)**	**Approved**
6.		**PRESENTATIONS**	
6.	**A.**	Presentation of proposed plans for Friendship Park. **(Lizandro Galaviz, Parks & Recreation Director)**	**Presentation Done**
7.		**DISCUSSION AND POSSIBLE ACTION ITEMS:**	
7.	**A.**	Discussion and possible action on any and all matters regarding proposed agreement with Tadeo A. De La Hoya as City Manager. **(Kay Macuil, City Attorney)**	**Approved**
7.	**B.**	Discussion and possible action on any and all matters regarding Resolution No. 1170. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a Development and Protected Development Rights Agreement for a solar wind energy tower between the City of San Luis, Arizona and Arizona Green Power, L.L.C. **(John Starkey, Director of Planning and Zoning, Glenn Gimbut, Assistant City Attorney, and Ron Pickett of Arizona Green Power)**	**Approved**
7.	**C.**	Discussion and possible action to adopt Resolution No. 1173. A resolution of Mayor and City Council of the City of San Luis, Yuma County, Arizona prescribing standards of Financial Disclosure for local Elected Officials; repealing conflicting resolutions; providing for severability and declaring an emergency. **(Sonia Cornelio, City Clerk)**	**Approved**
7.	**D.**	Discussion and possible action on any and all matters regarding Resolution No. 1174. A resolution of the mayor and City Council of the City of San Luis, Arizona, approving and adopting an intergovernmental agreement with Gadsden Elementary School District to apply for rights of way from the State of Arizona and make improvements on the rights of way. **(Jenny Torres, Director of Community Development)**	**Approved**
7.	**E.**	Discussion and possible action on any and all matters regarding First Reading of Ordinance No. 360. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the City Code of the City of San Luis, amending Chapter 37, adopting the City of San Luis Records Management and Retention Policy, repealing and conflicting provisions; and providing for severability. **(Sonia Cornelio, City Clerk)** A. Approval of First Reading of Ordinance No. 360 by title only	**Approved**

7. F.	Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2016-0498, and first reading of Ordinance No. 361. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of approximately 10 acres located north of County 22nd Street and east of the East Main Canal from Rural Area Residential (RA-10) to Medium Density Residential (R1-6); repealing any conflicting provisions; and providing for severability. **(John Starkey, Planning & Zoning Director)** A. Open Public Hearing 1. Staff presentation and applicant (if available) 2. Call to the Public on this item B. Close Public Hearing C. Action on first reading of Ordinance No.361 by title only.	**Public Hearing Held/Approved**
8.	**BOARD OF ADJUSTMENT** **MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF ADJUSTMENT**	
8. A.	Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2016-0558. A request by Vianey Vega of Vega & Vega Engineering, on behalf of 5M Holding L.L.C, owner, for a variance to reduce street side setback from 10 feet to 5 feet in a Community Commercial (C-2) zoned property located at 800 N. Main Street, San Luis, Arizona. **(John Starkey, Planning & Zoning Director)** A. Open Public Hearing 1. Staff Presentation and Applicant if available 2. Call to the Public on this item B. Close Public Hearing C. Action on Variance Case No. 2016-0558	**Public Hearing Held/Approved**
9.	**MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RECONVENE AS CITY COUNCIL**	
10.	**SUMMARY OF CURRENT EVENTS** Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).	**Informational Update**
11.	**CALL TO THE PUBLIC** This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.	**No Legal Action Permitted**
12.	**EXECUTIVE SESSION** Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7). Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7) for discussion or consultation:	**Executive Session Held**

- for legal advice with the City Attorney or City's attorneys, and/or

- with the City Attorney of City's attorneys in order to consider its position and instruct its attorneys regarding City Council's position regarding contracts that are the subject of negotiations, and/or

- with designated representatives of City Council in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property. **(Kay Marion Macuil, City Attorney; Jenny Torres, Community Development Director; Ralph Velez, City Consultant)**

13. MOTION TO GO BACK INTO REGULAR SESSION

13. A. Discussion and possible action to adopt Resolution No. 1171. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a Memorandum of Understanding between the City of San Luis, Arizona and San Luis Commercial Holdings, L.L.C., an Arizona limited liability company. **(Jenny Torres, Community Development Director)** **Approved**

14. ADJOURNMENT 8:33 p.m.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4.**

Meeting Date: 12/14/2016

Summary

OATH & SWEARING-IN CEREMONIES

- Oath & Swearing-in of office for re-elected Council Members Maria Cecilia Ramos, Matias Rosales and Gloria Torres to be officiated by the Honorable Juan M. Guerrero, Somerton-San Luis Justice of the Peace, Second Precinct.

- Oath & Swearing-in of office for newly appointed City Manager Tadeo A. De La Hoya to be officiated by the Honorable Juan M. Guerrero, Somerton-San Luis Justice of the Peace, Second Precinct.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/14/2016

Summary

MINUTES OF

-Regular Council meeting held September 14, 2016
-Special Council meeting held September 21, 2016
-Regular Council meeting held September 28, 2016

Attachments

9/14/2016 RCM

9/21/2016 SCM

9/28/2016 RCM

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 14, 2016
7:00 P.M.

1. CALL TO ORDER/ROLL CALL Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:01 p.m.

PRESENT:
Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Gloria Torres
Council Member Ruben Walshe

OTHERS PRESENT:
Tadeo De La Hoya, Interim City Manager
Sonia Cornelio, City Clerk
Aracely De La Hoya, Senior Services Director
Carlos Cortes, Assistant Finance Director
Christine Hagan, Management Analyst
Craig Higgins, Chief of Police
Derek Dueñas, I.T. Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Jonathan Dumadag, I.T. Technician
Jose Guzman, Assistant Planner
Joselyn Medina, PIO/Assistant to Council
Kay Macuil, City Attorney
Lizandro Galaviz, Parks & Recreation City Director
Manuel Rojas, Assistant Public Works Director
Olivia Jenkins, Utilities Director
Omar Velasquez, Parks & Recreation Department
Ralph Velez, City Consultant
Ric Bauermann, Fire Department
Antonio Carrillo, San Luis ComicCon
Caty Navarro, Yuma Regional Border Health Center
Cesar Neyoy, Reporter
Eduardo Garcia, Factor Sales
Francisca Guzman, Translator

Greg LaVaughn, Greater Yuma Economic Development
Guillermina Fuentes, Resident
Lucy Lopez, Reporter
Pamela Green, Visitor

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Matias Rosales

3. INVOCATION

The Invocation was led by Mr. Hank Green, Fire Chief.

4. PRESENTATIONS

4. A. Certificates of Recognition to the San Luis Police Athletic League participants at the 15th Anniversary Desert Showdown Amateur World Boxing Championship held July 19-23, 2016 in Indio, California. (Craig Higgins, Chief of Police)

Mr. Craig Higgins, Chief of Police, stated that the boxing team is out of town and requested that this item be placed on the next agenda.

4. B. Certificates of Appreciation to the Arizona Department of Public Safety Yuma GIITEM Squad, Yuma Sector Border Patrol and the Cocopah Police Department for their assistance during the 4th of July event. (Craig Higgins, Chief of Police)

Mr. Craig Higgins, Chief of Police, explained that during the 4th of July event the San Luis Police Department received the assistance from local Law Enforcement agencies; there were over 20,000 people present enjoying the festivities and there were no incidents reported. He thanked the local Law Enforcement agencies for the assistance provided to the City of San Luis and issued certificates of appreciation.

Mayor Gerardo Sanchez thanked the different local Law Enforcement agencies for the help provided at the event.

5. CONSENT AGENDA

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

5. A. MINUTES OF
-Regular Council meeting held July 27, 2016

5. B. DISBURSEMENTS FROM AUGUST 15, 2016 TO SEPTEMBER 2, 2016
Total Disbursements $1,029,060.98
(One Million, Twenty-Nine Thousand, Sixty Dollars and Ninety-Eight Cents)

MOTION: Council Member Gloria Torres/Council Member Ruben Walshe to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the purchase of three (3) new tractors, one (1) new aerator, and one (1) new loader attachment for the Parks and Recreation Department under the City Code Section 36.09 for Cooperative Purchasing. (Omar Velazquez, Parks Supervisor)

Mr. Omar Velasquez, Parks Supervisor, stated that the new equipment purchase has been approved for the budgeted Fiscal Yyear 2016-2017. The KUBOTA Tractors, LANDPRIDE Aerator and KUBOTA Loader Attachment will be purchased from Bingham Equipment, a public competitive procurement process, compliant purchase under City Purchasing Code Section 36.09. The City has previously purchased tractors and equipment from Bingham Equipment. Staff recommends subject purchase from Bingham Equipment in the amount of $61,960.13.

Mayor Gerardo Sanchez asked if all items have a warranty, to what Mr. Velasquez replied yes.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve purchase as presented in the amount of $61,960.13 under City Code Section 36.09 and authorize appropriate City Officials to execute the purchase. Motion passed unanimously.

6. B. Public hearing followed by the discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize San Luis FRONTERA Rotary Club to sell alcohol on October 7-8, 2016 during the Aguilas baseball game vs. San Luis All Stars. (Alicia Muñoz Castillo, President of the San Luis FRONTERA Rotary Club & Louie Galaviz, Parks & Recreation Director)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres to open the public hearing. Motion passed unanimously.

1. Staff Presentation

Ms. Sonia Cornelio, City Clerk, stated that her office received the application for the Special Event Liquor License.

Mr. Lizandro Galaviz, Parks & Recreation Director, introduced Mr. Marcos Ramirez, San Luis FRONTERA Rotary Club to address the Mayor and City Council.

Mr. Ramirez explained that San Luis FRONTERA Rotary Club was contacted by Mr. Galaviz to inquire about their participation by having a concession stand. Mr. Ramirez added that they will be participating and have submitted all the necessary paperwork for the City Council's recommendation on their Special Event Liquor License application.

Mayor Gerardo Sanchez asked how many members are in the San Luis FRONTERA Rotary Club. Mr. Ramirez responded that there are eight (8) members and added that they have a good relationship with the other clubs.

2. Call to the Public on this item

There are were no comments from the public.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to close the public hearing. Motion passed unanimously.

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to recommend approval to the Arizona Department of Liquor Licenses & Control on the Special Event Liquor License application as presented. Motion passed with six (6) aye votes and one (1) nay vote by Council Member Maria Cecilia Ramos.

6. C. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize San Luis FRONTERA Rotary Club to sell alcohol at the 2016 Off-Road Expo on October 22, 2016. (Marcos Ramirez, Sergeant at Arms of the San Luis FRONTERA Rotary Club)

A. Open public hearing

MOTION: Council Member Gloria Torres/Council Member Ruben Walshe to open the public hearing. Motion passed unanimously.

1. Staff Presentation

Mr. Marcos Ramirez, San Luis FRONTERA Rotary Club, explained that this is the fifth Off-Road Expo that they participate in, furthermore he added that all the necessary paperwork has been submitted for the Special Event Liquor License including the steps required to have a safe and successful event such as having the beer in keg rather than selling canned beer. This is a fundraiser that is done in conjunction with the Miss San Luis Pageant.

2. Call to the Public on this item

There were no comments from the public.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to close the public hearing. Motion passed unanimously.

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to recommend approval to the Arizona Department of Liquor Licenses & Control on the Special Event Liquor License as presented. Motion passed with six (6) aye votes and one (1) nay vote by Council Member Maria Cecilia Ramos.

Mr. Lizandro Galaviz, Parks & Recreation Director, thanked the San Luis FRONTERA Rotary Club for their support in the renovation of the baseball field and looks forward for future funding opportunities.

6. D. Public hearing followed by discussion and possible action on any and all matters regarding recommendation on the Agent Change, Acquisition of Control and/or Restructure application submitted to the Arizona Department of Liquor Licenses and Control by Andres A. Salcido on behalf of Factor Sales, Inc. dba King Market, located at 654 Main Street, San Luis, Arizona. (Sonia Cornelio, City Clerk)

A. Open public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to open the public hearing. Motion passed unanimously.

1. Staff / Applicant Presentation

Ms. Sonia Cornelio, City Clerk, stated that her office received the application from the Arizona Department of Liquor License & Control. The application and notice were posted at the proposed premises; this application is regarding an agent change, acquisition of control and/or restructure, in this case there has been a change in the directors of Factor Sales.

2. Call to the public on this item only

There were no comments from the public.

B. Close public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to close the public hearing. Motion passed unanimously.

C. Action on recommendation of the Agent Change, Acquisition of Control, and/or Restructure application to the Arizona Department of Liquor Licenses and Control for Factor Sales, Inc. dba King Market

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to approve the Agent Change, Acquisition of Control and/or Restructure application on behalf of Factor Sales, Inc., dba King Market to the Arizona Department of Liquor Licenses and Control. Motion passed unanimously.

6. E. Discussion and possible action on any and all matters regarding Resolution No. 1157. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Agreement renewal with the United States Department of Justice, Drug Enforcement Administration (DEA) for funds supporting the San Luis Police Department's participation in the DEA Task Force. (Craig Higgins, Chief of Police)

Mr. Craig Higgins, Chief of Police, explained that Task Force provides training to officers, helps communities, ensure safe environments and offers ideas from federal, state and local agencies. Mr. Higgins added that this resolution will approve the agreement for another year.

MOTION: Council Member Ruben Walshe/Council Member Mario Buchanan Jr. to approve Resolution No. 1157. Motion passed unanimously.

6. F. Discussion and possible action on any and all matters regarding Resolution No. 1158. A resolution of the Mayor and Council of the City of San Luis, Arizona declaring and adopting the results of the Primary Election held August 30, 2016 in the City of San Luis, Arizona. (Sonia Cornelio, City Clerk)

Ms. Sonia Cornelio, City Clerk, stated that this resolution officially adopts the election results for the Primary Election for the City of San Luis held on August 30, 2016.

Mayor Gerardo Sanchez commented that this election is one of the safest and honest election held in a long time. This is all about the candidates and their hard work; he congratulated Vice Mayor Matias Rosales, Council Members Gloria Torres and Maria Cecilia Ramos.

Vice Mayor Matias Rosales added that he is ready to work hard for the next our (4) years and he also thanked the voters.

Council Member Maria Cecilia Ramos mentioned that it has been an honor to work with the City Council and employees and that she will continue to work hard for the City of San Luis.

Council Member Gloria Torres thanked the City Council and voters, she said they want to continue working with the current City Council as they have been doing so.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve and adopt Resolution No. 1158. Motion passed unanimously.

6. G. Public hearing followed by discussion and possible action on any and all matters regarding First Reading of Ordinance No. 358 by title only. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending the San Luis City Code Title IX, Chapter 95 relating to animals by adding Section 95.03, Personal Dog Kennels; repealing any conflicting provisions; establishing an effective date and providing for severability. (Marco Santana, Police Department Sergeant)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to open the public hearing. Motion passed unanimously.

1. Staff Presentation

Mr. Marco Santana, Police Sergeant, explained that this ordinance proposes an annual permit with a cost of $60.00 and ability to revoke the permit if the requirements are not met for a personal kennel. Any person owning more than six (6) dogs will be required the personal dog kennel permit which has kennel requirements for space, sanitation, elimination of excessive noise, spaying and neutering of the dogs and a maximum of twelve (12) dogs.

There was some discussion and questions/answers amongst the City Council and staff.

Ms. Kay Macuil, City Attorney, said that the San Luis Police Department will be doing an education campaign before this ordinance goes into effect on April 1, 2017.

2. Call to the Public on this Item

Ms. Guillermina Fuentes, resident, asked if vaccines will be accepted from Mexico if their dogs obtain them outside the United States. Ms. Macuil responded that state law indicates that the only vaccines accepted are from the United States. Ms. Fuentes asked what will happen to the 90% dog owners who are in this situation. Ms. Macuil replied that when dogs are caught, then dog owners will be cited for their dogs not being licensed.

B. Close public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to close the public hearing. Motion passed unanimously.

C. Action on First Reading of Ordinance No. 358 by title only

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to approve First Reading of Ordinance No. 358 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 358 by title only.

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

Mr. Hank Green, Fire Chief, reported that effective July 6, 2016 the City of San Luis Fire Department began starting operating an ambulance under the City of San Luis Certificate of Necessity, they will officially be in the ambulance business on September 18, 2016. The City of San Luis Fire Department will have fulfilled the Intergovernmental Agreement with the City of Somerton.

Mayor Gerardo Sanchez commented that eight (8) years ago, when he was elected, the City of San Luis had one full time ambulance and that ambulance was not available all the time, there were times where the City of San Luis was without one and the need to wait for assistance from other agencies was not acceptable then nor now. It is a big accomplishment for the City of San Luis to have three (3) ambulances available 24/7. He thanked Mr. Green and staff for the hard work and the City Council for what they have done for the City.

Vice Mayor Matias Rosales, reported that he attended the press conference for the professional baseball game between the Aguilas de Mexicali and the San Luis All Stars and invited everyone present to attend the games. Mayor Gerardo Sanchez thanked Mr. Louie Galaviz, Parks & Recreation Director and his staff.

Mr. Galaviz reported that Parks & Recreation composed the San Luis All Stars team through local talents and provided more details on the two (2) nights of the professional baseball games.

Council Member Maria Cecilia Ramos reported that some Council Members attended the annual League of Arizona Cities and Towns conference where Mayor Gerardo Sanchez and Council Member Gloria Torres were recognized for their eight (8) years of service as Elected Officials. She added that it was an honor to have represented the City of San Luis during the Parade of Flags at this event.

8. CALL TO THE PUBLIC

Ms. Martha Servin, 981 Kennedy Lane, San Luis, AZ asked what is happening at the San Luis Police Department as she was attacked, robbed and hit at her home and so far a police report is not available. A few days after, someone tried to burglarize her home again during the day and the burglars were caught by her and her husband and they were turned over to the police. Ms. Servin stated that the police said they did not know that had happened, she asked the Chief of Police if there is no communication amongst his agents. The response given to her husband when he goes to the Police Department for the report is that there are many inconsistencies due to Ms. Servin not knowing how to respond when asked how long she fainted for, because it was a lot of belongings that were taken for the time she lasted fainted. She added that the Chief of Police does not speak Spanish, but there will be someone who will translate to him everything that has been said today. Mayor Gerardo Sanchez mentioned that at the moment the City Council cannot discuss nor comment on this item as it is not a lined item on the agenda, but all that has been said will be explained to the Chief of Police as everything is recorded. Ms. Servin is requesting the police report to submit her claim to her insurance.

Ms. Guillermina Fuentes, 1630 N. 9th Avenue, San Luis, Arizona congratulated the three (3) re-elected Council Members Maria Cecilia Ramos, Matias Rosales and Gloria Torres. Ms. Fuentes added that Mayor Gerardo Sanchez won the lottery as he is fortunate to have very hard workers like them, serve on the City Council.

Mr. Antonio Carrillo, 1324 East E. Street, San Luis, Arizona stated that his group is working on the San Luis Film Festival and thanked the Mayor and City Council for the support provided to this event for the past five (5) years. Mr. Carrillo proceeded to provide a summary of this year's San Luis Film Festival. Mayor Gerardo Sanchez thanked Mr. Carrillo for the hard work he does.

9. EXECUTIVE SESSION(S)

Vote to hold Executive Session(s) pursuant to A.R.S. §38-431.03(A)(1), (A)(3), and (A)(4)

9. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S.§38-431.03(A)(3) and (A)(4) for legal advice and to consider the City's position and instruct its Attorney with respect to a proposal by Labrie Enviorquip Group. (Jenny Torres, Community Development Director and Kay Marion Macuil, City Attorney)

9. B. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1), (A)(3), and (A)(4) on any and all matters relating to the position of Chief of Police including evaluation of performance and possible discussion of approval of terms and conditions pursuant to San Luis City Code §32.02 and possible consultation with and/or instruction to the City Attorney or City's Attorneys. (Tadeo A. De La Hoya, Interim City Manager and Kay Marion Macuil, City Attorney)

9. C. Discussion and possible action to hold an Executive Session pursuant to A.R.S.§38-431.03(A)(3) and (A)(4) for consultation for legal advice with the City Attorney and/or Attorneys for the City and to consider instructing the City Attorney regarding any and all matters regarding the San Luis Regional Detention Center and related contracts that are subject to negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. Discussions to include but not limited to: negotiation regarding bond-holders,litigation regarding United States District Court for the District of Arizona case, San Luis Facility Development Corporation v. CEC and CiviGenics No. CV14002633 PHX DMF, litigation regarding Arizona Superior Court for Yuma County case, San Luis Facility Development Corporation v. CEC and CiviGenics Case No. S1400CV2010-586, litigation regarding Arizona Superior Court for Yuma County case, Houston Casualty Company v. CEC, Emerald, SLFDC Case No. S1400 CV 2016 00456, negotiation regarding the Amendments to the Operating and Management agreement with Emerald Correctional Management, LLC, and Discussion and consideration about instructing the City Attorney and/or Attorneys for the San Luis Facility Development Corporation on the direction of negotiations and litigation on all of the above. (Kay Marion Macuil, City Attorney and Ralph Velez, City Consultant)

9. D. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) and (A)(4) on any and all matters regarding TRONIX SOUND charges for equipment and instruments for the bands at the 2016 4th of July event for discussion or consultation for legal advice with the City Attorney in order to consider its position and instruct the City Attorney regarding the City's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. (Kay Marion Macuil, City Attorney)

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to go into Executive Session at approximately 8:18 p.m. Motion passed unanimously.

10. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to go back to Regular Session at approximately 10:35 p.m. Motion passed unanimously.

11. DISCUSSION AND POSSIBLE ACTION ITEM:

11. A. Discussion and possible action on any and all matters regarding TRONIX SOUND June 27, 2016 charges for equipment and instruments for the bands at the 2016 4th of July event. (Kay Marion Macuil, City Attorney)

MOTION: Vice Mayor Matias Rosales/Council Member Africa Luna-Carrasco to waive formal purchase procedures pursuant to the San Luis Purchasing Code Section 36.01H because the services were provided to the City by Tronix Sound on the City's 2016 July 4th event and approve payment in the amount not to exceed $4,500.00. Motion passed unanimously.

12. ADJOURNMENT

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 10:36 p.m. Motion passed unanimously.

MINUTES
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 21, 2016
6:30 P.M.

1. CALL TO ORDER/ROLL CALL Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 6:30 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales (arrived at approximately 6:33 p.m.)
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos (arrived at approximately 6:48 p.m.)
Council Member Gloria Torres
Council Member Ruben Walshe (arrived at approximately 6:33 p.m.)

OTHERS PRESENT: Tadeo De La Hoya, Interim City Manager
Sonia Cornelio, City Clerk
Derek Dueñas, I.T. Manager
Eulogio Vera, Public Works Director
Janet Taylor, Legal Secretary
Jenny Torres, Community Development Director
John Starkey, Planning & Zoning Director
Jonathan Dumadag, I.T. Technician
Kay Macuil, City Attorney
Olivia Jenkins, Utilities Director
Ralph Velez, City Consultant

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Africa Luna-Carrasco

3. DISCUSSION AND POSSIBLE ACTION ITEM(S):

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

4.A. Discussion and possible action to hold an Executive Session pursuant to A.R.S.§38-431.03(A)(3) and (A)(4) for consultation for legal advice with the City Attorney and/or attorneys for the City and to consider instructing the City Attorney and/or attorneys regarding any and all matters regarding the San Luis Regional Detention Center and related contracts that are subject to negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. (Kay Marion Macuil, City Attorney; Ralph Velez, City Consultant; and Bill Sims, Attorney/Negotiator)

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to go into Executive Session at approximately 6:31 p.m. Motion passed unanimously.

5. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to go back to Regular Session at approximately 7:05 p.m. Motion passed unanimously.

6. ADJOURNMENT

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to adjourn the Special City Council meeting at approximately 7:05 p.m. Motion passed unanimously.

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 28, 2016
7:00 P.M.

1. CALL TO ORDER Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:01 p.m.

ROLL CALL

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos

ABSENT: Council Member Gloria Torres
Council Member Ruben Walshe

OTHERS PRESENT: Tadeo De La Hoya, Interim City Manager
Ralph Velez, City Consultant
Sonia Cornelio, City Clerk
Aracely De La Hoya, Senior Center Director
Chris Hagen, Management Analyst
Craig Higgins, Chief of Police
Derek Dueñas, I.T. Manager
Ernesto Prieto, Detective
Eulogio Vera, Public Works Director
Gilberto Torres, Wastewater Supervisor
Hank Green, Fire Chief
Jenny Torres, Community Development Director
John Starkey, Planning and Zoning Director
Jonathan Dumadag, I.T. Technician
Ketie St. Louis, Finance Director
Lizandro Galaviz, Parks and Recreation Director
Manuel Rojas, Assistant Public Works Director
Marco Santa, Sergeant
Miguel Alvarez, Lieutenant
Olivia Jenkins, Utilities Director
Omar Velasquez, Parks Supervisor
Ric Bauermann, Firefighter/EMPT

Yolanda Dueñas, Fleet/Facilities Director
Cesar Neyoy, Reporter
Eduardo Garcia, Factor Sales
Gerry Hunt, Attorney for Hunt & Gale
Lucy Lopez, Reporter

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Mario Buchanan Jr.

3. INVOCATION

The Invocation was led by Mr. Hank Green, Fire Chief.

4. PROCLAMATION/PRESENTATIONS

4. A. Proclamation- Latino Voter Registration Month, September 15 through October 15, 2016

Ms. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mr. Tadeo De La Hoya, Interim City Manager, stated that on behalf of the National Association of Latino Elected and Appointed Officials they are grateful for proclaiming September 15, 2016 to October 15, 2016 as Latino Voter Registration Month and added that it is crucial to include Latino and borders in our democracies.

Mayor Gerardo Sanchez commented that it is important for our community to know the importance of voting.

4. B. Special Recognition Award to Officer Luis Marquez for his accomplishment in organizing charity events throughout the years and his dedication to the City of San Luis. (Craig Higgins, Chief of Police)

Mr. Craig Higgins, Chief of Police, presented Officer Luis Marquez with a Special Recognition Award.

Mr. Luis Marquez, Police Department, stated that he sees a family in the City of San Luis adding that he is happy with what he is doing for the community.

Mayor Gerardo Sanchez thanked Officer Marquez on behalf of Council and himself.

4. C. Certificates of Recognition to the San Luis Police Athletic League participants at the 15th Anniversary Desert Showdown Amateur World Boxing Championship held July 19-23, 2016 in Indio, California. (Craig Higgins, Chief of Police)

Mayor Gerardo Sanchez presented the Certificate of Recognition to Detective Ernesto Prieto for his support and dedication to the Desert Showdown Amateur World Boxing Championship. Mayor Gerardo Sanchez asked Mr. Anthony Clark, San Luis Police Athletic League, to present the Certificate of Recognition to Detective Prieto.

Mr. Craig Higgins, Chief of Police, also presented Certificates of Recognition to the City of San Luis Police Athletic League participants at the 2016 Desert Showdown World Amateur Boxing Championship.

5. CONSENT AGENDA

5. A. MINUTES OF

-Work Session held August 3, 2016

5. B. DISBURSEMENTS FROM SEPTEMBER 5, 2016 TO SEPTEMBER 16, 2016

Total Disbursements $1,132,295.30

(One Million, One-Hundred Thirty-Two Thousand, Two-Hundred Ninety-Five Dollars and Thirty Cents)

MOTION: Council Member Africa Luna-Carrasco/ Council Member Mario Buchanan Jr. to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS

6. A. Discussion and possible action on any and all matters regarding authorization to award a construction contract to LPC Construction, Inc. for the Juan Sanchez Boulevard Sewer Lift Station Project. (Eulogio Vera, Public Works Director)

Mr. Eulogio Vera, Public Works Director, stated that the Public Works Department went out to bid and out of the six (6) bids submitted LPC Construction, Inc. was the lowest bid received for a total of $2,083,849.23. Mr. Vera added that they are seeking authorization to award the contract to LPC Construction.

Mayor Gerardo Sanchez stated that the City needs to invest in the infrastructure adding that the Juan Sanchez Boulevard Sewer Lift Station Project will impact the growth of the City. Mayor Gerardo Sanchez asked what the timeframe for the project was.

Mr. Drew Pilkington, LPC Construction Representative, stated that LPC Construction is ready to go as soon as the item gets approved.

Council Member Maria Cecilia Ramos commented that she appreciates the hard work that Public Works is putting into the City's infrastructure.

MOTION: Vice-Mayor Matias Rosales/ Council Member Mario Buchanan Jr. to approve the award of the contract to LPC Construction Inc. for the construction of the Juan

Sanchez Boulevard Sewer Lift Station per project plans and specifications in the amount of $2,083,849.23; project will be funded by bond money. Motion passed unanimously.

6. B. Discussion and possible action on any and all matters regarding the proposal with Willdan Financial Services to provide an economic evaluation and benefit analysis of proposed projects to be completed by the City of San Luis. (Jenny Torres, Community Development Director)

Ms. Jenny Torres, Community Development Director, stated that the Community Development Department has been working on three (3) potential projects to be developed in the City of San Luis that have requested incentives from the City. She added that in order for the City to provide incentives the City needs to contract a third party consultant to do an Economic Development Cost Benefit Analysis for all three (3) projects. Ms. Torres added that the money is allocated in Administration for an estimated cost of $18,000.00.

Mayor Gerardo Sanchez stated that it is a very wise investment.

Council Member Maria Cecilia Ramos thanked Ms. Torres for providing projects for the City to look forward to.

MOTION: Council Member Mario Buchanan Jr./ Council Member Africa Luna-Carrasco to approve the contract with Willdan Financial Services in the amount of $18,000.00 as presented. Motion passed unanimously.

6. C. Discussion and possible action on any and all matters regarding the Assessments District fund balance for the repair of retention basin walls. (Omar Velazquez, Parks Department Supervisor)

Mr. Omar Velazquez, Parks Department Supervisor, stated that the Parks and Recreation Department is requesting to use the Assessments District funds to repair retention basin walls that are in need of repair. Mr. Velazquez added that Tornado Fence LLC, has been contacted in regards to this project and has provided the Parks and Recreation Department with a quote for services. He added that Tornado Fence LLC is charging $4,850.00 for material, labor and taxes.

Mayor Gerardo Sanchez commented that the bricks that were used to build the retention basin walls were not the correct type. Mayor Gerard Sanchez added that the City needs to protect their investments.

MOTION: Council Member Mario Buchanan Jr./ Council Member Maria Cecilia Ramos to approve use of Assessment District fund balance for the payment to Tornado Fence LLC in the amount of 4,850.00 for repair of retention basin walls. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Mr. Lizandro Galaviz, Parks and Recreation Director, reported that on October 7, 2016 and October 8, 2016 Parks and Recreation will be hosting the Aguilas vs San Luis All-Stars baseball game. Mr. Galaviz added that Gadsden Marching Band will be performing the National Anthem for both countries and stated that food, drinks, and snacks will be for sale at the event.

Mr. Hank Green, Fire Chief, reported that September 8, 2016 the Fire Department received their three (3) year renewal for Certificate of Necessity 1.2. Mr. Green added that compared to their stats from three (3) years ago their response time are delayed and they will be working on making their responses quicker.

Council Member Maria Cecilia Ramos thanked the Fire Department for their hard work.

Vice Mayor Matias Rosales invited everyone to attend the Southwest Junior High softball game on September 29, 2016 at Joe Orduño Park at 4:00 p.m.

Council Member Maria Cecilia Ramos reported that on October 4, 2016 at 8:00 a.m. the Annual Walk Against Domestic Violence will take place. She added that they will meet at the roundabout on Main Street.

8. CALL TO THE PUBLIC

Ms. Anna Chaulk, Community Affairs Manager for Arizona Public Service, invited the Mayor and City Council to their special meeting that will cover the structural changes that will be affecting San Luis, Arizona.

Mayor Gerardo Sanchez commented that APS has always been great partners with the City of San Luis.

9. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./ Council Member Africa Luna-Carrasco to adjourn the Regular Council Meeting at approximately 8:00 p.m. Motion passed unanimously.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. B.**

Meeting Date: 12/14/2016

Summary

DISBURSEMENTS FROM NOVEMBER 12, 2016 THROUGH DECEMBER 14, 2016
Total Disbursements $1,565,416.04
(One Million, Five Hundred-Sixty Five Thousand, Four Hundred Sixteen Dollars and Four Cents)

Attachments

Disbursements 12/14/2016

City of San Luis

Finance Department

COUNCIL MEETING DECEMBER 14, 2016
Disbursement Reports from 11/12/2016 to 12/02/2016

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	11/15/2016	$ 4,244.33	Schedule A
Payroll Check Account	11/16/2016	$ 259,186.27	Schedule B
Accounts Payable Check Account	11/16/2016	$ 192.00	Schedule C
Accounts Payable Check Account	11/16/2016	$ 2,465.00	Schedule D
Accounts Payable Check Account	11/17/2016	$ 90,808.90	Schedule E
Accounts Payable Check Account	11/17/2016	$ 53,513.11	Schedule F
Accounts Payable Check Account	11/17/2016	$ 261,157.71	Schedule G
Accounts Payable Check Account	11/17/2016	$ 47,122.75	Schedule H
Accounts Payable Check Account	11/23/2016	$ 2,037.77	Schedule I
Accounts Payable Check Account	11/23/2016	$ 164,763.93	Schedule J
Accounts Payable Check Account	11/23/2016	$ 3,235.10	Schedule K
Accounts Payable Check Account	11/29/2016	$ 4,966.78	Schedule L
Payroll Check Account	11/29/2016	$ 274,405.19	Schedule M
Accounts Payable Check Account	11/30/2016	$ 3,000.00	Schedule N
Accounts Payable Check Account	12/1/2016	$ 341,686.03	Schedule O
Accounts Payable Check Account	12/1/2016	$ 52,271.21	Schedule P
Accounts Payable Check Account	12/1/2016	$ 359.96	Schedule Q

Total Disbursements: **$ 1,565,416.04**

Please contact Ms. St. Louis prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Finance Director: C Cortés by KSt

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2016 DEC -5 P 5:38
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

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

Schedule A

Pay Day Register Report

Pay Date Range 11/01/16 - 11/30/16

Pay Batch 201611M

Pay Batch 201611M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	150.00
Total	0.0000	$7,700.00

Withholdings and Deductions		Gross Base
Gross	7,700.00	
FEDERAL TAX WITHHOLDING	59.52	5,024.41
SOCIAL SECURITY TAX	477.40	7,700.00
MEDICARE	111.64	7,700.00
STATE WITHHOLDING	130.26	5,024.41
ASRS Council	102.06	900.00
ASRS LTD Council	1.26	900.00
Council Retirement EORP	747.50	.00
Dental Council	190.30	.00
EODCRS - COUNCIL	72.00	.00
EODCRS - DISABILITY	1.13	.00
Medical Council	1,515.80	.00
Vision Council	46.80	.00
Net	$4,244.33 ✓	

Benefits	Amount
ASRS Council	102.06
ASRS LTD Council	1.26
Dental Council	226.58
EODCRS - COUNCIL	54.00
EODCRS - DISABILITY	1.13
EORP - LEGACY RATE COUNCIL	157.50
EORP COUNCIL RETIREMENT	1,139.75
Health Council	6,279.78
Retirement Council EORP	211.50
Vision Council	71.30
Total	$8,244.86

Direct Deposits	Amount
1st Bank Yuma	714.54
Chase Bank	743.14
Federal Credit Union	801.09
REALTORS FED CRED UNION	521.32
Sunbank	382.26
Wells Fargo	360.53
Total	$3,522.88

Check $721.45

C Cortés

Schedule B

Pay Day Register Report

Pay Date Range 10/29/16 - 11/11/16

Pay Batch 201623

UNITED WAY	26.00	.00	HUGHES FCU	220.00
US & MEX DENTAL= FAMILY	686.92	.00	National Bank	1,575.66
US & MEX HEALTH = C	6,441.40	.00	Navy Federal	4,202.19
US & MEX HEALTH = FAMILY	4,697.57	.00	NetSpend Corporation DD	120.00
US & MEX HEALTH = SP	1,348.20	.00	NORTH ISLAND CREDIT UNION	974.38
VSP - VISION FAMILY	596.70	.00	Sunbank	565.01
Net	$259,186.27 ✓		THE FOOTHILLS BANK	1,295.64
			WASHINGTON FEDERAL	3,924.21
			Wells Fargo	50,323.10
			WELLS FARGO CA	546.47
			Total	$233,443.92
			Check	$25,742.35

Debora Luna

Prep by

C Cortés

Approved by

Schedule C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/16/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/16/2016	77530	Accounts Payable	FLORES , ELVIS N		64.00

Invoice	Date	Description	Amount
FLORES 111616	11/16/2016	TRAVEL - EWING TRAINING	64.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/16/2016	77531	Accounts Payable	GONZALEZ , JESUS EDUARDO		64.00

Invoice	Date	Description	Amount
GONZALEZ 111616	11/16/2016	TRAVEL - EWING TRAINING	64.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/16/2016	77532	Accounts Payable	SAMANIEGO , RODOLFO		64.00

Invoice	Date	Description	Amount
SAMANIEGO 111616	11/16/2016	TRAVEL - EWING TRAINING	64.00

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 3	$192.00
Checks:	3	$192.00	

Prepared By:
Maggie Dominguez
Date: Maggie D 11/16/16

C

Schedule D

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 11/16/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/16/2016	77533	Accounts Payable	MUSICIAN'S FRIEND, INC		2,465.00

Invoice	Date	Description	Amount
S24373048	11/16/2016	WIRELESS SYSTEM FOR COUNCIL CHAMBER & AMPLIFIER BACKUP	2,465.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 1 $2,465.00

Checks: 1 $2,465.00

Prepared By:
Maggie Dominguez
Date: Maggie D. 11/16/16

Schedule E

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/17/2016	77534	Accounts Payable	ACTION AUTO & HOME CENTER		220.00

Invoice	Date	Description	Amount
0022217	08/30/2016	REPAIR BOTTOM OF SMALL SEAT AND BENCH SEAT FOR M3	220.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77535	Accounts Payable	AIRGAS-WEST		117.29

Invoice	Date	Description	Amount
9056881112	10/28/2016	PURCHASE OF EQUIPMENT SUPPLIES FOR FLEET SRVCS WELDING MACHINE	117.29

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77536	Accounts Payable	ALSCO, INC		1,635.87

Invoice	Date	Description	Amount
LYUM1104886	10/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	102.90
LYUM1106850	10/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	109.73
LYUM1107185	10/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	3.76
LYUM1108907	10/18/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	106.66
LYUM1110877	10/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	106.66
LYUM1104872	10/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	110.74
LYUM1105582	10/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	3.76
LYUM1106836	10/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	122.24
LYUM1107187	10/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	3.76
LYUM1108893	10/18/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	118.26
LYUM1110863	10/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	118.26
LYUM1104871	10/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	123.71
LYUM1106835	10/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	131.84
LYUM1108892	10/18/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	122.73
LYUM1110862	10/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	124.19
LYUM1104873	10/04/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	35.61
LYUM1106837	10/11/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	38.28
LYUM1108894	10/18/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	35.61
LYUM1110864	10/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	35.61
LYUM1110874	10/25/2016	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF OCTOBER 2016	81.56

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77537	Accounts Payable	APS		696.69

Invoice	Date	Description	Amount
AR0320001904	11/03/2016	NEW LED LIGHT@1ST AVE & J.SANCHEZ BLVD	696.69

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77538	Accounts Payable	ARCTIC GLACIER USA INC		82.40

Invoice	Date	Description	Amount
2673630501	10/31/2016	10 LB CUBE ICE BAGS	82.40

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77539	Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY		65.00

Invoice	Date	Description	Amount
2017-00000430	11/17/2016	OPERATOR CERTIFICATION NEW CERTIFICATE APPLICATION/EE#881	65.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77540	Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY		65.00

Invoice	Date	Description	Amount
2017-00000431	11/17/2016	OPERATOR CERTIFICATION NEW CERTIFICATE APPLICATION/EE#882	65.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77541	Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY		65.00

Invoice	Date	Description	Amount
2017-00000432	11/17/2016	OPERATOR CERTIFICATION NEW CERTIFICATE APPLICATION FEE/EE#876	65.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77542	Accounts Payable	ARIZONA PUBLIC SERVICE		897.68

Invoice	Date	Description	Amount
785728287NOV16	11/17/2016	ELECTRICITY - 415 INDUSTRIAL AVE	897.68

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77543	Accounts Payable	ARIZONA REFUSE SALES, LLC		1,799.79

Invoice	Date	Description	Amount
1508	11/02/2016	PURCHASE OF AUTOMOTIVE PARTS FOR SOLID WASTE DEPT VIN# 3796	1,799.79

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77544	Accounts Payable	AUTOZONE STORES, INC		1,239.47

Invoice	Date	Description	Amount
2756482040	10/11/2016	FIRE AMB 7728 EE180	16.36
2756483904	10/13/2016	PD 6226 EE735	38.03
2756489218	10/18/2016	CREDIT	(188.20)
2756490173	10/19/2016	PARKS 2599 EE180	2.40
2756492658	10/21/2016	FLEET SHOP EE180	33.20
2756492660	10/21/2016	CREDIT	(33.20)
2756495963	10/24/2016	FIRE 9846 EE180	132.20

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2756495606		10/24/2016	PD 1398 EE180	1.57	
	2756495603		10/24/2016	PD 2214 EE180	188.20	
	2756495637		10/24/2016	SENIOR 5332 EE180	9.92	
	2756495958		10/24/2016	PD 0567 EE180	132.20	
	2756495766		10/24/2016	UTILITIES 4836 EE180	186.95	
	2756495929		10/24/2016	CREDIT	(158.31)	
	2756495928		10/24/2016	UTILITIES 4836 EE180	116.24	
	2756495945		10/24/2016	UTILITIES 4836 EE180	306.67	
	2756496658		10/25/2016	CREDIT	(58.45)	
	2756496818		10/25/2016	PD 1398 EE180	18.34	
	2756496654		10/25/2016	CREDIT	(58.45)	
	2756497991		10/26/2016	PD 4625 EE180	45.33	
	2756498887		10/27/2016	UTILITIES 4836 EE180	6.84	
	2756498688		10/27/2016	SENIOR 5332 EE180	32.31	
	2756500046		10/28/2016	PD 5501 EE180	9.92	
	2756499853		10/28/2016	PD 7883 EE180	5.71	
	2756500054		10/28/2016	PARKS 9933 EE180	25.59	
	2756502683		10/31/2016	CLERK 3359 EE180	77.01	
	2756503095		10/31/2016	WATER 8026 EE180	4.21	
	2756502807		10/31/2016	HWY 4838 EE180	14.90	
	2756503018		10/31/2016	PD 4450 EE180	36.25	
	2756502848		10/31/2016	PD 4450 EE180	51.97	
	2756483905		10/13/2016	PURCHASE OF REFRESHING GEL FOR FLEET SERVICES DEPT VIN #2104	3.87	
	2756332270		05/26/2016	PURCHASE OF LITHIUM BATTERIS FOR CITY SHOP	239.89	
Check	11/17/2016	77545	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		300.00
	Invoice		Date	Description	Amount	
	Y08-108 20161027		10/31/2016	PAYMENT FOR INMATE LABOR PROJECT	300.00	
Check	11/17/2016	77546	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		80.10
	Invoice		Date	Description	Amount	
	Y08 108 20161027		10/31/2016	PAYMENT FOR INMATE TRANSPORTATION PROJECT	80.10	
Check	11/17/2016	77547	Accounts Payable	BANUELOS , EMILIO		209.46
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	7479		11/09/2016	UPHOLSTERY SERVICES TO BE RENDERED TO Y.C GYM EQUIPMENT	209.46	
Check	11/17/2016	77548	Accounts Payable	BINGHAM EQUIPMENT CO		47.35
	Invoice		Date	Description	Amount	
	P12186		11/08/2016	PURCHASE OF PARTS FOR WASTEWATER DEPT EQUIPMENT #4489	47.35	
Check	11/17/2016	77549	Accounts Payable	CANYON TELECOM INC.		88.56
	Invoice		Date	Description	Amount	
	11604		10/18/2016	PROGRAM/CONVERT DIGITAL PHONES TO IP@PW YARD	44.28	
	11610		10/20/2016	REPAIR OF RECREATION OFFICE PHONE THAT HAD LICENSE EXCEEDED	44.28	
Check	11/17/2016	77550	Accounts Payable	CARLOS, FLORES F.		1,400.00
	Invoice		Date	Description	Amount	
	2017-00000438		10/11/2016	GIS FIELD AND OFFICE WORK	1,400.00	
Check	11/17/2016	77551	Accounts Payable	CHAVEZ , KARINA		300.00
	Invoice		Date	Description	Amount	
	103016		10/27/2016	WINNER OF TRADITIONAL ALTAR CONTEST FOR DIA DE LOS MUERTOS EVENT	300.00	
Check	11/17/2016	77552	Accounts Payable	CITY OF SOMERTON		5,271.67
	Invoice		Date	Description	Amount	
	220		09/03/2016	BILLING FEE FOR AMBULANCE TRANSPORTS FROM AUG 2016	2,017.85	
	221		10/01/2016	BILLING FEE FOR AMBULANCE TRANSPORTS FROM SEPT 2016	3,253.82	
Check	11/17/2016	77553	Accounts Payable	CORAL , ALONSO		100.00
	Invoice		Date	Description	Amount	
	102916		10/27/2016	WINNER OF CALACA FACE PAINTING CONTEST FOR DIA DE LOS MUERTOS	100.00	
Check	11/17/2016	77554	Accounts Payable	CORTEZ , CLAUDIA		300.00
	Invoice		Date	Description	Amount	
	102716		10/27/2016	CONTEST WINNER FOR CATRINA CONTEST AT DIA DE LOS MUERTOS EVENT	300.00	
Check	11/17/2016	77555	Accounts Payable	DESERT WATER		38.21
	Invoice		Date	Description	Amount	
	64904		11/08/2016	PURCHASE OF WATER FOR PARKS DEPT	16.61	
	64903		11/08/2016	BULK GALS OF WATER FOR SLFD	11.63	
	64825		11/01/2016	BULK GALS OF WATER FOR FIRE STATION	9.97	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77556	Accounts Payable	DIRECTV, INC		157.35
	Invoice		Date	Description	Amount	
	29727101612		11/17/2016	PAYMENT FOR DTV SERVICES FOR THE YOUTH CENTER	157.35	
Check	11/17/2016	77557	Accounts Payable	ENTERTAINING THE KING TOURING, INC		2,000.00
	Invoice		Date	Description	Amount	
	03010		11/17/2016	ENTERTAINMENT GROUP FOR HALLOWEEN FESTIVAL 2016 - FINAL PYMT	2,000.00	
Check	11/17/2016	77558	Accounts Payable	FACTOR SALES, INC.		66.43
	Invoice		Date	Description	Amount	
	1523		10/05/2016	PURCHASE OF TWO BANNERS NEEDED FOR PARKS & RECREATION	66.43	
Check	11/17/2016	77559	Accounts Payable	FNP-C & ASSOCIATES PLLC		80.00
	Invoice		Date	Description	Amount	
	109		10/26/2016	ALFONSO CONTRERAS CDL EXAM	80.00	
Check	11/17/2016	77560	Accounts Payable	GARCIA-BONILLA, ELIZABETH		91.00
	Invoice		Date	Description	Amount	
	GB 111616		11/17/2016	TRAVEL - AEGIS AZ USER GROUP MEETING	91.00	
Check	11/17/2016	77561	Accounts Payable	GENERATE MEDIA LLC , CARLOS NEGRETE		210.00
	Invoice		Date	Description	Amount	
	0141		11/01/2016	PHOTO BOOTH FOR EE RECOGNITION EVENT 2016	210.00	
Check	11/17/2016	77562	Accounts Payable	GUERRA , RUTH		400.00
	Invoice		Date	Description	Amount	
	20		11/10/2016	INTERPRETATION SERVICES FOR COURT - 110716-111016	400.00	
Check	11/17/2016	77563	Accounts Payable	GUTIERREZ , JUAN F		350.00
	Invoice		Date	Description	Amount	
	16-070		11/08/2016	PHOTOGRAPHY SERVICES	350.00	
Check	11/17/2016	77564	Accounts Payable	GUZMAN , FRANCISCA		50.00
	Invoice		Date	Description	Amount	
	18016		11/02/2016	TRANSLATING SERVICES DURING COUNCIL MEETING - 110216	50.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77565	Accounts Payable	JAMES DAVEY AND ASSOCIATES		2,730.00

Invoice	Date	Description	Amount
00002016309	11/03/2016	SUPPLEMENT TO MAG SPECS	2,275.00
2016307	10/17/2016	PAYMENT FOR ENGINEERING SERVICES FOR THE CITY OF SAN LUIS	455.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77566	Accounts Payable	JESSUP , RICHARD		91.00

Invoice	Date	Description	Amount
JESSUP 111716	11/17/2016	TRAVEL - CRIME SCENE PHOTOGRAPHY CLASS	91.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77567	Accounts Payable	KUKUK'S WAREHOUSE STEREO INC		108.41

Invoice	Date	Description	Amount
AA1PWM-0	08/18/2016	PURCHASE OF LAMP SOCKET FOR THE REPAIR OF C.C. PROJECTOR	108.41

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77568	Accounts Payable	LG ON SITE LLC		319.99

Invoice	Date	Description	Amount
SO-005906	10/19/2016	PURCHASE OF PAINT NEEDED FOR RAMADAS AND RESTROOMS	319.99

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77569	Accounts Payable	LOOMIS		1,140.45

Invoice	Date	Description	Amount
11904676	10/31/2016	ARMORED CAR SERVICE, FUEL & INSURANCE FEES	1,140.45

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77570	Accounts Payable	MAYA'S CONSTRUCTION LLC.		16,068.06

Invoice	Date	Description	Amount
647	11/07/2016	CONSTRUCTION OF WALL FOR HR ENCLOSURE AT CITY HALL	16,068.06

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77571	Accounts Payable	METRO FIRE EQUIPMENT INC		277.00

Invoice	Date	Description	Amount
IN00062355	11/08/2016	FIRE INSPECTION	277.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77572	Accounts Payable	O'REILLY AUTO PARTS		1,945.80

Invoice	Date	Description	Amount
2771-395643	10/24/2016	WATER 2487 EE610	28.94
2771-395780	10/25/2016	WW 2467 EE610	33.20
2771-395779	10/25/2016	UNIFORM SERVICE FOR PW PERSONNEL (OCTOBER)	157.92
2771-395781	10/25/2016	PD 7760 EE610	22.13
2771-395088	10/20/2016	FIRE 9846 EE610	48.39

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2771-395646		10/24/2016	PARKS 2599 EE610	132.46	
	2771-395647		10/24/2016	PD 0567 EE610	12.94	
	2771-395637		10/24/2016	FIRE AMB 5571 EE328	36.39	
	2771-395062		10/20/2016	WW 24657 EE610	8.85	
	2771-393309		10/06/2016	SW 4813 EE610	56.40	
	2771-394862		10/18/2016	PD 2214 EE610	162.07	
	2771-395906		10/26/2016	PD 1398 EE610	178.30	
	2771-394118		10/12/2016	PD 0051 EE610	50.87	
	2771-395644		10/24/2016	PD 5248 EE610	120.73	
	2771-394973		10/19/2016	PARKS 2599 EE735	25.44	
	2771-395727		10/25/2016	UTILITIES 4836 EE735	51.59	
	2771-396488		10/31/2016	WATER 2487 EE610	4.75	
	2771-396492		10/31/2016	PD 7432 EE328	27.88	
	2771-395201		10/21/2016	FIRE 9846 EE7610	136.59	
	2771-395085		10/20/2016	FIRE 9846 EE610	595.10	
	2771-396007		10/27/2016	PURCHASE OF PARTS FOR SENIOR CENTER EQUIPMENT #9333	54.86	
Check	11/17/2016	77573	Accounts Payable	OPEN AIR CINEMA LLC		4,638.45
	Invoice		Date	Description	Amount	
	2364		09/21/2016	PURCHASE OF 20' HOME CINEBOX FOR CULTURAL CENTER FOR MOVIE NIGHT	4,638.45	
Check	11/17/2016	77574	Accounts Payable	OROZCO, FRANCISCO		91.00
	Invoice		Date	Description	Amount	
	OROZCO 111616		11/17/2016	TRAVEL - AEGIS AZ USER GROUP MEETING	91.00	
Check	11/17/2016	77575	Accounts Payable	PEREZ , JORGE		1,137.00
	Invoice		Date	Description	Amount	
	2017-00000439		11/17/2016	TUITION REIMBURSEMENT CLASS OF FALL 2016	1,137.00	
Check	11/17/2016	77576	Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C		70.00
	Invoice		Date	Description	Amount	
	74488-091516		09/30/2016	DRUG SCREEN RAPID	35.00	
	74090-081916		08/31/2016	DRUG SCREEN RAPID	35.00	
Check	11/17/2016	77577	Accounts Payable	POLAR ICE LLC		316.08
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	66442		10/15/2016	ICE MACHINE LEASE - FACILITIES	150.01	
	66443		10/15/2016	ICE MACHINE LEASE - PUBLIC WORKS	166.07	
Check	11/17/2016	77578	Accounts Payable	PRIETO, ERNESTO		91.00
	Invoice		Date	Description	Amount	
	PRIETO 111716		11/17/2016	TRAVEL - CRIME SCENE PHOTOGRAPHY CLASS	91.00	
Check	11/17/2016	77579	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		80.00
	Invoice		Date	Description	Amount	
	2032		10/18/2016	PIGEON CONTROL SERVICE AT ACT	40.00	
	2033		10/18/2016	PIGEON CONTROL SERVICE AT YOUTH CENTER	40.00	
Check	11/17/2016	77580	Accounts Payable	R.L. JONES INSURANCE SERVICES INC.		115.00
	Invoice		Date	Description	Amount	
	2219		10/25/2016	PAYMENT FOR INSURANCE SERVICE FOR CITY VEHICLE	115.00	
Check	11/17/2016	77581	Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC		4,166.66
	Invoice		Date	Description	Amount	
	SL-0815-11		11/17/2016	MONTHLY RETAINER FOR MAY 2016	2,083.33	
	SL-0815-12		11/17/2016	MONTHLY RETAINER FOR JUNE 2016	2,083.33	
Check	11/17/2016	77582	Accounts Payable	RDO EQUIPMENT CO.		287.55
	Invoice		Date	Description	Amount	
	P29889		11/08/2016	PURCHASE OF PARTS FOR PARKS DEPT EQUIPMENT #0089	287.55	
Check	11/17/2016	77583	Accounts Payable	ROMINE , CORA MAE		630.00
	Invoice		Date	Description	Amount	
	015		11/10/2016	PRO-TEMP JUDGE - SERVICES AT THE COURT - 103116-111016	630.00	
Check	11/17/2016	77584	Accounts Payable	ROSALES , MATIAS		470.36
	Invoice		Date	Description	Amount	
	ROSALES 111716		11/17/2016	REIMBURSEMENT - TRANSPORTATION, CAR RENTAL, FLIGHT CHARGES	470.36	
Check	11/17/2016	77585	Accounts Payable	RUVALCABA , EDUARDO		200.00
	Invoice		Date	Description	Amount	
	100716		10/07/2016	PAYMENT FOR DJ SERVICES RENDERED FOR AGUILAS BASEBALL GAME	200.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77586	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		1,127.00
	Invoice		Date	Description		Amount
	16-776		11/09/2016	INSTALLATION OF TWO AIR RETURNS/HUMAN RESOURCES WALL ENCLOSURE		802.00
	16-753		11/01/2016	INSTALLATION OF REVERSING VALVE COIL AND REFILL FOR UNIT #4		325.00
Check	11/17/2016	77587	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		21,560.85
	Invoice		Date	Description		Amount
	000590		10/31/2016	SOLAR POWER DELIVERED - OCTOBER 2016		21,560.85
Check	11/17/2016	77588	Accounts Payable	SMITH, RALPH E. SR.		810.00
	Invoice		Date	Description		Amount
	24476		10/31/2016	MICROBIOLOGICAL ANALYSIS - COMPLIANCE TESTING - OCTOBER 2016		810.00
Check	11/17/2016	77589	Accounts Payable	SOLIS , JENNIFER		500.00
	Invoice		Date	Description		Amount
	103116		10/27/2016	WINNER OF MODERN ALTAR CONTEST FOR DIA DE LOS MUERTOS EVENT		300.00
	102816		10/27/2016	WINNER OF CALACA FACE PAINTING CONTEST FOR DDM EVENT		200.00
Check	11/17/2016	77590	Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC		1,130.50
	Invoice		Date	Description		Amount
	20375		10/25/2016	RENTAL OF PORTABLE RESTROOMS FOR SPOOKTACULAR FESTIVAL		363.00
	20391		11/08/2016	RENTAL OF PORTABLE RESTROOMS FOR THE CARNIVAL ON MAIN STREET		767.50
Check	11/17/2016	77591	Accounts Payable	SUN RENTAL AND SALES INC.		194.71
	Invoice		Date	Description		Amount
	176376		09/30/2016	PURCHASE OF REPAIR ITEMS NEEDED FOR PARKS EQUIPMENT		194.71
Check	11/17/2016	77592	Accounts Payable	TORRES , CRISTIAN		87.00
	Invoice		Date	Description		Amount
	653176		11/17/2016	RENTAL OF CHAIRS AND TABLES FOR DIA DE LOS MUERTOS EVENT		87.00
Check	11/17/2016	77593	Accounts Payable	TYLER TECHNOLOGIES, INC.		2,480.00
	Invoice		Date	Description		Amount
	030-3737		08/31/2016	REGISTRATION FOR NEW WORLD SYSTEMS LOGOS USER CONFERENCE		2,480.00
Check	11/17/2016	77594	Accounts Payable	UNITED RENTALS (NORTH AMERICA),		1,909.98

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
				INC.		

Invoice	Date	Description	Amount
141947806-001	11/07/2016	RENTAL OF GENERATOR FOR SAN LUIS EN VIVO EVENT	629.68
141681340-001	11/03/2016	RENTAL OF GENERATORS THAT WILL BE USED FOR SPOOKTACULAR FESTIVAL	706.07
141644921-002	10/28/2016	RENTAL OF LIGHT TOWERS FOR THE DIA DE LOS MUERTOS EVENT	412.96
141644921-003	10/28/2016	RENTAL OF LIGHT TOWERS FOR THE DIA DE LOS MUERTOS EVENT	161.27

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77595	Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC		118.00

Invoice	Date	Description	Amount
201610001962	10/31/2016	OCTOBER BACKGROUND CHECKS FOR NEW HIRES	118.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77596	Accounts Payable	WAXIE SANITARY SUPPLY		2,017.59

Invoice	Date	Description	Amount
76318891	11/01/2016	PURCHASE OF BATTERIES FOR PARKS DEPT SCRUBBING MACHINE	417.32
76308899	10/27/2016	PURCHASE OF JANITORIAL SUPPLIES NEEDED FOR PARKS DEPT	1,600.27

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77597	Accounts Payable	YUMA COUNTY CHAMBER		600.00

Invoice	Date	Description	Amount
4417	11/04/2016	MEMBERSHIP DUES FOR TADEO DE LA HOYA	600.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77598	Accounts Payable	YUMA NURSERY SUPPLY		2,062.83

Invoice	Date	Description	Amount
291578	10/24/2016	PURCHASE OF VARIOUS MATERIAL FOR GENERAL MAINTENANCE ON ALL AREA	555.49
290358	10/03/2016	PURCHASE OF BLACK PLASTIC TO BE USED FOR MAINTENANCE PROJECTS	406.76
290359	10/03/2016	PURCHASE OF BLACK PLASTIC NECESSARY FOR HAUNTED HOUSE	244.06
292182	11/03/2016	SUPPLIES FOR SLFD LANDSCAPING PROJECT	357.11
292154	11/03/2016	SUPPLIES FOR SLFD LANDSCAPING PROJECT	100.35
291849	10/28/2016	PURCHASE OF MATERIAL NEEDED FOR THE REPAIR OF WATER BACKFLOW	144.99
289768	09/21/2016	PURCHASE OF PLANTS FOR NEW LANDSCAPE AREA AT FERNANDO PADILLA	229.14
291767	10/27/2016	SUPPLIES FOR SLFD LANDSCAPING PROJECT	24.93

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77599	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		1,129.08

Invoice	Date	Description	Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	9873		11/02/2016	PRE HOSPITAL ENTOUNTER FORMS		401.24
	9939		11/14/2016	SAFETY PAPER		401.30
	9916		11/09/2016	BUSINESS CARDS FOR HR		243.30
	9936		11/14/2016	OFFICER CASE CARDS & DET. PRIETO BUSINESS CARDS		83.24
Check	11/17/2016	77600	Accounts Payable	YUMA SUN, INC		1,683.23

Invoice	Date	Description	Amount
00106367	11/09/2016	LEGAL PUBLICATIONS	135.23
00103533	10/14/2016	ADVERSTISEMENT HALF PG	599.00
00103399	10/28/2016	AD VISITING IN YUMA GUIDE 2016	949.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 67 $90,808.90

Checks: 67 $90,808.90

Prepared By:
Maggie Dominguez
Date: 11/17/16

Schedule F

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/17/2016	77601	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		96.33
	Invoice		Date	Description		Amount
	AZ WF 111116		11/17/2016	AZ WF 111116		96.33
Check	11/17/2016	77602	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
	Invoice		Date	Description		Amount
	CS CA 111116		11/17/2016	CS CA 11 11 16		164.31
Check	11/17/2016	77603	Accounts Payable	FOP/ALC		341.00
	Invoice		Date	Description		Amount
	2017-00000433		11/17/2016	714 - FOP/ALC		341.00
Check	11/17/2016	77604	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
	2017-00000434		11/17/2016	533 - GARNISHMENT		50.00
Check	11/17/2016	77605	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		126.00
	Invoice		Date	Description		Amount
	NW BUC111116		11/17/2016	NW BUC 111116		126.00
Check	11/17/2016	77606	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		109.35
	Invoice		Date	Description		Amount
	asrs legacy 1117		11/17/2016	asrs legacy 11172016		109.35
Check	11/17/2016	77607	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2,098.75
	Invoice		Date	Description		Amount
	EORP 111116		11/17/2016	EORP 11 11 16		2,098.75
Check	11/17/2016	77608	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		157.50
	Invoice		Date	Description		Amount
	EORP LEG111116		11/17/2016	EORP LEG 11 11 16		157.50
Check	11/17/2016	77609	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		264.96
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	psprs 111116		11/17/2016	psprs 11 11 16	264.96	
Check	11/17/2016	77610	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		38,347.37
	Invoice		Date	Description	Amount	
	psprs 111716 reg		11/17/2016	psprs 111716 reg	38,347.37	
Check	11/17/2016	77611	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2.26
	Invoice		Date	Description	Amount	
	PSPRS PPE 111116		11/17/2016	PSPRS EODCRS	2.26	
Check	11/17/2016	77612	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		360.00
	Invoice		Date	Description	Amount	
	2017-00000435		11/17/2016	539 - ASK COPS - SLPD	360.00	
Check	11/17/2016	77613	Accounts Payable	STANDARD INSURANCE CO.		6,666.02
	Invoice		Date	Description	Amount	
	110116 LIFEINS		11/17/2016	LIFE INS 110116	6,666.02	
Check	11/17/2016	77614	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		4,061.76
	Invoice		Date	Description	Amount	
	CS PPE 111116		11/17/2016	CS PPE 111116	4,061.76	
Check	11/17/2016	77615	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		26.00
	Invoice		Date	Description	Amount	
	2017-00000436		11/17/2016	705 - UNITED WAY	26.00	
Check	11/17/2016	77616	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		641.50
	Invoice		Date	Description	Amount	
	2017-00000437		11/17/2016	543 - IAFF- FIRE DEPT	641.50	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 16		$53,513.11

Checks: 16 $53,513.11

Prepared By:
Maggie Dominguez
Date: 11/17/16

Schedule G

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/17/2016	77617	Accounts Payable	DPE CONSTRUCTION, INC		95,553.90
	Invoice		Date	Description		Amount
	2017-00000447		11/17/2016	4TH AVE/1ST AVE & J. SANCHEZ BLVD IMPROVEMENTS-PAY APP #3(FINAL)		95,553.90
Check	11/17/2016	77618	Accounts Payable	LPC CONSTRUCTION, INC		145,888.28
	Invoice		Date	Description		Amount
	2017-00000446		11/17/2016	J.SANCHEZ BLVD LIFTSTATION PROJECT-PAY APPLICATION #1		145,888.28
Check	11/17/2016	77619	Accounts Payable	VELEZ , RALPH G		3,581.10
	Invoice		Date	Description		Amount
	2017-00000443		11/17/2016	CONSULTING SERVICES - WEEK OF 10-31-16		591.10
	2017-00000444		11/17/2016	CONSULTING SERVICES - WEEK OF 11-07-16		390.00
	2017-00000445		11/17/2016	CONSULTING SERVICES - WEEK OF 11-14-16		2,600.00
Check	11/17/2016	77620	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		3,258.00
	Invoice		Date	Description		Amount
	9774178068		10/23/2016	MONTHLY CHARGES FOR ACC 342064499-0001 MDC 0924-1023		1,600.70
	9772512002		09/23/2016	MONTHLY CHARGES FOR ACC 342064499-001 MDC - 0824-0923		1,657.30
Check	11/17/2016	77621	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		8,563.41
	Invoice		Date	Description		Amount
	9774261490		10/23/2016	MONTHLY CHARGES FOR ACC 865746092-0001 - CELL 0924-1023		4,451.54
	9772595139		09/23/2016	MONTHLY CHARGES FOR ACC 865746092-001 - CELL 0824-0923		4,111.87
Check	11/17/2016	77622	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		4,286.27
	Invoice		Date	Description		Amount
	9773946333		10/19/2016	MONTHLY CHARGES FOR ACC 771777273-001 - DATA 0920-1019		2,112.47
	9772279398		09/19/2016	MONTHLY CHARGES FOR ACC 771777273-001 - DATA - 0820-0919		2,173.80
Check	11/17/2016	77623	Accounts Payable	YUMA COUNTY RECORDER'S OFFICE		16.00
	Invoice		Date	Description		Amount
	2017-00000448		11/17/2016	RECORDING FEES FOR ARREARAGE LIEN RELEASE		16.00
Check	11/17/2016	77624	Accounts Payable	YUMA COUNTY WATER USERS		10.75
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	SL101916		11/17/2016	FEES FOR WATER CONVERSION COPIES		10.75
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 8		$261,157.71
	Checks:	8	$261,157.71			

Prepared By:
Maggie Dominguez
Date: 11/17/16

Schedule H

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/17/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/17/2016	77625	Accounts Payable	APS		13,041.64

Invoice	Date	Description	Amount
AR0320001908	11/17/2016	MERRILL AVE IMPROVEMENTS-LINE RELOCATION	13,041.64

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/17/2016	77626	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT		34,081.11

Invoice	Date	Description	Amount
OCTOBER 2016	11/17/2016	SALES TAX FOR OCTOBER 2016	34,081.11

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 2 $47,122.75

Checks: 2 $47,122.75

Prepared By:
Maggie Dominguez
Date: Maggie D. 11/17/16

C

Schedule I

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 11/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account		Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/23/2016	77627 Utility Management Refund	BELLO, ESTEBAN S & MARIA T			85.30
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77628 Utility Management Refund	BRISENO , ALVARO H			72.16
	Account Type		Account Number	Transaction Date	Transaction Type	
	Residential		5020-007	11/02/2016	Refund - Account Credit	
Check	11/23/2016	77629 Utility Management Refund	DEL VALLE , EDMUNDO A			103.80
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77630 Utility Management Refund	FONSECA , FLAVIO			186.50
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77631 Utility Management Refund	GARCIA GABRIEL & ANAKAREN GONZALEZ			146.78
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77632 Utility Management Refund	GUTIERREZ, JOSE MANUEL & ANGELICA MURILLO			149.19
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77633 Utility Management Refund	HERNANDEZ , AMERICA			77.34
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77634 Utility Management Refund	HERNANDEZ-ORTEGA , HECTOR M			13.05
	Account Type		Account Number	Transaction Date	Transaction Type	
	Residential		22432-003	11/01/2016	Refund - Account Credit	
Check	11/23/2016	77635 Utility Management Refund	LUNA , JORGE H			103.61
	Account Type		Account Number	Transaction Date	Transaction Type	
	Residential		1023-002	10/31/2016	Refund - Account Credit	
Check	11/23/2016	77636 Utility Management Refund	MACIAS , VERONICA			55.37
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77637 Utility Management Refund	MAGANA , HECTOR & BLANCA			28.48

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 11/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account		Transaction Amount
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77638 Utility Management Refund	MARTINEZ , EVANGELINA			92.51
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77639 Utility Management Refund	METZ , MARIA M			99.05
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77640 Utility Management Refund	RIVERA, AMALIA & ISMAEL ARELLANO			132.40
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77641 Utility Management Refund	ROJAS , PEDRO & JUANA A			242.33
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77642 Utility Management Refund	SALAZAR , LUIS			250.00
	Account Type		Account Number	Transaction Date	Transaction Type	
	Residential		14057-003	11/01/2016	Refund - Account Credit	
Check	11/23/2016	77643 Utility Management Refund	SAUCEDA-GARCIA , JESUS			171.41
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	11/23/2016	77644 Utility Management Refund	TORRES , JESSICA			28.49
	Account Type		Account Number	Transaction Date	Transaction Type	

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 18 $2,037.77

Checks: 18 $2,037.77

Prepared By:
Maggie Dominguez
Date: 11/23/16

Schedule J

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/23/2016	77645	Accounts Payable	24 KARAT JEWELERS		86.18
	Invoice		Date	Description		Amount
	1895		11/15/2016	PURCHASE OF DISPLAY BOXES FOR BASEBALLS TO BE GIFTED TO COUNCIL		86.18
Check	11/23/2016	77646	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		675.00
	Invoice		Date	Description		Amount
	16-22776		11/10/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	16-22850		11/11/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	16-22146		11/01/2016	TOWING SERVICES FOR SLPD		75.00
	16-22213		11/02/2016	TOWING SERVICES FOR SLPD		75.00
	22231		11/02/2016	TOWING SERVICES FOR SLPD		75.00
	22373		11/03/2016	TOWING SERVICES FOR SLPD		75.00
	22414		11/04/2016	TOWING SERVICES FOR SLPD		75.00
	22490		11/05/2016	TOWING SERVICES FOR SLPD		75.00
	22565		11/06/2016	TOWING SERVICES FOR SLPD		75.00
Check	11/23/2016	77647	Accounts Payable	APS/CLAIM #414-1352-AH		150.00
	Invoice		Date	Description		Amount
	TR.201401091		11/23/2016	RESTITUTION PAYMENT		150.00
Check	11/23/2016	77648	Accounts Payable	ARANDA, JOSUE		226.00
	Invoice		Date	Description		Amount
	ARANDA 112716		11/21/2016	TRAVEL - CRITICAL INCIDENT & EMERGENCY PLANNING SEMINAR		226.00
Check	11/23/2016	77649	Accounts Payable	ARIZONA AMBULANCE ASSOCIATION		180.00
	Invoice		Date	Description		Amount
	2017-00000462		11/23/2016	AZ AMBULANCE ASSOCIATION ANNUAL MEMBERSHIP FEE		180.00
Check	11/23/2016	77650	Accounts Payable	ARIZONA PUBLIC SERVICE		1,099.01
	Invoice		Date	Description		Amount
	181722289NOV16		11/21/2016	ELECTRICITY - 5 LOCATIONS		1,099.01
Check	11/23/2016	77651	Accounts Payable	ARIZONA REFUSE SALES, LLC		1,831.77
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	1747		11/10/2016	SW 4813 EE180	313.86	
	1746		11/10/2016	PURCHASE OF AUTOMOTIVE PARTS FOR SOLID WASTE DEPT VIN #3270	1,517.91	
Check	11/23/2016	77652	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		309.00
	Invoice		Date	Description	Amount	
	Y08-108 20161110		11/15/2016	INMATE PROJECT - LABOR COSTS	309.00	
Check	11/23/2016	77653	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		89.00
	Invoice		Date	Description	Amount	
	Y08108 20161110		11/15/2016	INMATE PROJECT - TRANSPORTATION COSTS	89.00	
Check	11/23/2016	77654	Accounts Payable	BLEICH LAW OFFICE		2,800.00
	Invoice		Date	Description	Amount	
	506		11/23/2016	ATTORNEY FEES	400.00	
	510		11/23/2016	ATTORNEY FEES	400.00	
	511		11/23/2016	ATTORNEY FEES	400.00	
	512		11/23/2016	ATTORNEY FEES	400.00	
	513		11/23/2016	ATTORNEY FEES	400.00	
	514		11/23/2016	ATTORNEY FEES	400.00	
	515		11/23/2016	ATTORNEY FEES	400.00	
Check	11/23/2016	77655	Accounts Payable	CAMARENA, CORNELIUS		1,200.00
	Invoice		Date	Description	Amount	
	1012		11/02/2016	ATTORNEY FEES	400.00	
	5511		10/26/2016	ATTORNEY FEES	400.00	
	5112		11/02/2016	ATTORNEY FEES	400.00	
Check	11/23/2016	77656	Accounts Payable	CARRILLO , ANTONIO C.		1,000.00
	Invoice		Date	Description	Amount	
	2017-00000461		11/23/2016	SPONSORSHIP FOR BLAZING DESERT COMICCON	1,000.00	
Check	11/23/2016	77657	Accounts Payable	CEMEX		73,554.64
	Invoice		Date	Description	Amount	
	5		11/23/2016	APPLICATION FOR PAYMENT NO. 5 FOR CDBG #107-16	28,787.53	
	6		11/23/2016	APPLICATION FOR PAYMENT NO. 6- FINAL FOR CDBG #107-16	44,767.11	
Check	11/23/2016	77658	Accounts Payable	CORE ENGINEERING GROUP, PLLC		7,579.95

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	2724		10/27/2016	4TH/1ST AVE & J.SANCHEZ BLVD IMPROVEMENTS	7,579.95	
Check	11/23/2016	77659	Accounts Payable	DESERT SUN APPLIANCE		150.00
	Invoice		Date	Description	Amount	
	03166		11/09/2016	SERVICE CALL TO 30 LBS WASHER ON FIRE STATION	150.00	
Check	11/23/2016	77660	Accounts Payable	DESERT VALLEY SERVICES, INC		1,147.70
	Invoice		Date	Description	Amount	
	395621		11/15/2016	JANITORIAL SUPPLIES	1,147.70	
Check	11/23/2016	77661	Accounts Payable	DESERT WATER		24.90
	Invoice		Date	Description	Amount	
	64789		10/28/2016	PURCHASE OF WATER FOR PARKS DEPT	16.60	
	64975		11/15/2016	50 BULK GALS OF WATER FOR SLFD	8.30	
Check	11/23/2016	77662	Accounts Payable	DUENAS , RAMON R		100.00
	Invoice		Date	Description	Amount	
	DUENAS 112316		11/21/2016	REIMBURSEMENT - STEEL TOE BOOTS	100.00	
Check	11/23/2016	77663	Accounts Payable	GARCIA , JESUS		100.00
	Invoice		Date	Description	Amount	
	110516		11/17/2016	PAYMENT FOR MC SERVICES RENDERED FOR THE FOUNDERS DAY PARADE	100.00	
Check	11/23/2016	77664	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		223.61
	Invoice		Date	Description	Amount	
	0105		09/14/2016	PURCHASE OF FIRST AID KIT SUPPLIES FOR PARKS DEPT	223.61	
Check	11/23/2016	77665	Accounts Payable	GONZALEZ , SANTIAGO A		560.73
	Invoice		Date	Description	Amount	
	4149		11/08/2016	REUPHOLSTER OF TWO SEATS FOR POLICE DEPT VIN# 1398	560.73	
Check	11/23/2016	77666	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		2,724.65
	Invoice		Date	Description	Amount	
	5704632		11/09/2016	MEDICAL SUPPLIES FOR AMBULANCES	1,235.47	

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	5693876		09/07/2016	MEDICAL SUPPLIES FOR AMBULANCES	41.23	
	5701871		10/25/2016	MEDICAL SUPPLIES FOR FD	552.50	
	5695109		09/15/2016	MEDICAL SUPPLIES FOR AMBULANCES	895.45	
Check	11/23/2016	77667	Accounts Payable	GUERRA , RUTH		700.00
	Invoice		Date	Description	Amount	
	021		11/18/2016	INTERPRETATION SERVICES FOR THE COURT - 11/14/16-11/18/16	400.00	
	22		11/23/2016	INTERPRETATION SERVICES FOR THE COURT - 11/21/16-11/23/16	300.00	
Check	11/23/2016	77668	Accounts Payable	HILL BROTHERS CHEMICAL CO.		5,551.63
	Invoice		Date	Description	Amount	
	4427235		11/08/2016	BLEACH TO DISINFECT EFFLUENT DISCHARGE/SCRUBBER SYSTEM@WEST WWTP	4,395.04	
	4427234		11/08/2016	BLEACH USED TO DISINFECT EFFLUENT DISCHARGE@EAST WWTP	1,156.59	
Check	11/23/2016	77669	Accounts Payable	JAMES DAVEY AND ASSOCIATES		12,693.00
	Invoice		Date	Description	Amount	
	2016280		11/03/2016	ENGINEERING SERVICES FOR CDBG#103-17	5,172.00	
	2016306		11/03/2016	ENGINEERING SERVICES	7,521.00	
Check	11/23/2016	77670	Accounts Payable	JESSUP , RICHARD		344.00
	Invoice		Date	Description	Amount	
	JESSUP 112716		11/21/2016	TRAVEL - INTERNAL AFFAIRS CONFERENCE AND CERTIFICATION	344.00	
Check	11/23/2016	77671	Accounts Payable	JOSEPH G. POLLARD CO., INC.		522.29
	Invoice		Date	Description	Amount	
	0059876		11/09/2016	SPECIALTY PENS USED F/ CHART RECORDER@WEST WWTP	522.29	
Check	11/23/2016	77672	Accounts Payable	LAW OFFICE OF JORGE A. LOZANO		1,200.00
	Invoice		Date	Description	Amount	
	302		10/31/2016	ATTORNEY FEES	400.00	
	303		11/01/2016	ATTORNEY FEES	400.00	
	304		11/01/2016	ATTORNEY FEES	400.00	
Check	11/23/2016	77673	Accounts Payable	LAWSON PRODUCTS INC.		304.07
	Invoice		Date	Description	Amount	
	9304501496		11/09/2016	PURCHASE OF TOOLS FOR CITY SHOP	304.07	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/23/2016	77674	Accounts Payable	LEON, AURORA		226.00
	Invoice		Date	Description		Amount
	LEON 112716		11/21/2016	TRAVEL - CRITICAL INCIDENT & EMERGENCY PLANNING SEMINAR		226.00
Check	11/23/2016	77675	Accounts Payable	LOU'S GLOVES, INC		156.00
	Invoice		Date	Description		Amount
	015350		10/26/2016	DISPOSIBLE GLOVES FOR EVIDENCE		156.00
Check	11/23/2016	77676	Accounts Payable	MCMANUS , KRISTEN		113.00
	Invoice		Date	Description		Amount
	MCMANUS 113016		11/21/2016	TRAVEL - GOHS JUDICIAL DUI & TRAFFIC CONFERENCE		113.00
Check	11/23/2016	77677	Accounts Payable	MECHO'S MOBIL WELDING		1,800.00
	Invoice		Date	Description		Amount
	3655		10/31/2016	REPAIR OF CULTURAL CENTERS PARKING LOT METAL FENCING		1,800.00
Check	11/23/2016	77678	Accounts Payable	MUSCO CORPORATION		1,534.18
	Invoice		Date	Description		Amount
	288191		09/13/2016	LABOR FEE FOR THE INSTALLATION OF MUSCO LAMPS AT JOE ORDUNO PARK		1,534.18
Check	11/23/2016	77679	Accounts Payable	NEWMAN TRAFFIC SIGNS		3,950.75
	Invoice		Date	Description		Amount
	TI-0303902		10/31/2016	SAFETY TRAFFIC CONES & REPLACEMENT STREET SIGNS CITYWIDE		3,950.75
Check	11/23/2016	77680	Accounts Payable	PENN NEON SIGN CO., INC.		2,068.00
	Invoice		Date	Description		Amount
	6431		11/16/2016	REMOVE AND INSTALL "DEVELOPMENT SERVICES" PAINTED LETTERING		2,068.00
Check	11/23/2016	77681	Accounts Payable	PUBLIC SAFETY CENTER, INC		333.50
	Invoice		Date	Description		Amount
	5704772		11/10/2016	BATTERIES FOR EVIDENCE		333.50
Check	11/23/2016	77682	Accounts Payable	QUINONEZ , FRANCISCO		725.00
	Invoice		Date	Description		Amount
	23040		11/14/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	22902		11/12/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	22099		10/31/2016	TOWING SERVICES FOR SLPD	125.00	
	22171		11/01/2016	TOWING SERVICES FOR SLPD	75.00	
	22217		11/02/2016	TOWING SERVICES FOR SLPD	75.00	
	22326		11/03/2016	TOWING SERVICES FOR SLPD	75.00	
	22459		11/04/2016	TOWING SERVICES FOR SLPD	75.00	
	22490		11/05/2016	TOWING SERVICES FOR SLPD	75.00	
	22656		11/08/2016	TOWING SERVICES FOR SLPD	75.00	
Check	11/23/2016	77683	Accounts Payable	RAMIREZ , KASSANDRA		1,200.00
	Invoice		Date	Description	Amount	
	2017-00000463		11/23/2016	TUITION REIMBURSEMENT FOR ENT 435	1,200.00	
Check	11/23/2016	77684	Accounts Payable	RAMON MOSQUEDA		486.00
	Invoice		Date	Description	Amount	
	2376		11/16/2016	HR UNIFORMS CITY LOGO/NAMES EMBROIDERY	297.00	
	2334		11/07/2016	UNIFORM SHIRTS EMBROIDERY W/ NAME/DEPT/CITY LOGO - PW ADMIN.	189.00	
Check	11/23/2016	77685	Accounts Payable	RDO EQUIPMENT CO.		352.92
	Invoice		Date	Description	Amount	
	P30522		11/16/2016	PURCHASE OF BLADES NEEDED FOR LAWN MOWERS FOR PARKS DEPT	352.92	
Check	11/23/2016	77686	Accounts Payable	ROSADO , DAISY		226.00
	Invoice		Date	Description	Amount	
	ROSADO 112716		11/21/2016	TRAVEL - CRITICAL INCIDENT & EMERGENCY PLANNING SEMINAR	226.00	
Check	11/23/2016	77687	Accounts Payable	ROSALES , MATIAS		27.78
	Invoice		Date	Description	Amount	
	ROSALES 112316		11/21/2016	REIMBURSEMENT - TRANSPORTATION SERVICES IN MEX CITY - BTA MEETIN	27.78	
Check	11/23/2016	77688	Accounts Payable	RUIZ , NESTOR		40.00
	Invoice		Date	Description	Amount	
	2017-00000459		11/21/2016	REIMBURSEMENT - CPR CLASSES	40.00	
Check	11/23/2016	77689	Accounts Payable	SANCHEZ , BRAULIO S		1,200.00
	Invoice		Date	Description	Amount	
	274		10/20/2016	ATTORNEY FEES	400.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	276		10/20/2016	ATTORNEY FEES	400.00	
	278		10/27/2016	ATTORNEY FEES	400.00	
Check	11/23/2016	77690	Accounts Payable	SANTANA, MARCO		344.00
	Invoice		Date	Description	Amount	
	SANTANA 112716		11/21/2016	TRAVEL - INTERNAL AFFAIRS CONFERENCE AND CERTIFICATION	344.00	
Check	11/23/2016	77691	Accounts Payable	SHERWIN WILLIAM		802.25
	Invoice		Date	Description	Amount	
	0462-1		09/20/2016	PURCHASE OF PAINT TO PAINT VARIOUS AREAS AROUND THE CITY	422.81	
	9238-2		11/10/2016	PURCHASE OF PAINT NEEDED TO PAINT RESTROOMS IN VARIOUS PARKS	379.44	
Check	11/23/2016	77692	Accounts Payable	SIMS MURRAY, LTD.		740.00
	Invoice		Date	Description	Amount	
	16579		11/07/2016	HOTEL DEVELOPMENT PROJECT	740.00	
Check	11/23/2016	77693	Accounts Payable	SMITH, RALPH E. SR.		405.00
	Invoice		Date	Description	Amount	
	24529		11/30/2016	MICROBIOLOGICAL ANALYSIS - COMPLIANCE TESTING - NOVEMBER 2016	405.00	
Check	11/23/2016	77694	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		11,640.09
	Invoice		Date	Description	Amount	
	9301		11/01/2016	LANDFILL FEES FROM 10/17/16-10/31/16	11,640.09	
Check	11/23/2016	77695	Accounts Payable	STANDARD PRINTING COMPANY, INC		1,265.86
	Invoice		Date	Description	Amount	
	248348		11/04/2016	OUTSOURCE FOR PREPARING/PRINTING UTILITY BILL	1,265.86	
Check	11/23/2016	77696	Accounts Payable	SUN RENTAL AND SALES INC.		2,381.47
	Invoice		Date	Description	Amount	
	177888		11/16/2016	PURCHASE OF LINE TRIMMER NEEDED FOR PARKS EQUIPMENT	205.93	
	118055		10/25/2016	PURCHASE OF EQUIPMENT FOR PARKS DEPARTMENT	1,443.87	
	177680		11/09/2016	BLOWER FOR STREET MAINTENANCE	731.67	
Check	11/23/2016	77697	Accounts Payable	SUNSHINE SALES		410.48
	Invoice		Date	Description	Amount	
	16559		10/26/2016	PARTS FOR SLFD CONTINENTAL WASHER	410.48	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name / Invoice	EFT Bank/Account / Date	Description	Transaction Amount / Amount
Check	11/23/2016	77698	Accounts Payable	TORO , JOSE			100.00
	Invoice			Date		Description	Amount
	TORO 112316			11/21/2016		REIMBURSEMENT - STEEL TOE BOOTS	100.00
Check	11/23/2016	77699	Accounts Payable	US POST MASTER			2,474.88
	Invoice			Date		Description	Amount
	130682			11/04/2016		MONTHLY POSTAGE FOR UTILITY BILL	2,474.88
Check	11/23/2016	77700	Accounts Payable	USA BLUE BOOK			970.70
	Invoice			Date		Description	Amount
	091128			10/20/2016		MATERIALS F/ WATER SAMPLING & MISC. REPAIRS@WELL SITES	441.06
	107922			11/10/2016		MATERIALS F/ WATER SAMPLING & MISC. REPAIRS@WELL SITES	56.17
	091741			10/21/2016		MATERIALS F/ WATER SAMPLING & MISC. REPAIRS@WELL SITES	473.47
Check	11/23/2016	77701	Accounts Payable	VARELA , MARIA TERESA			40.00
	Invoice			Date		Description	Amount
	VARELA 112316			11/21/2016		REIMBURSEMENT - FABRIC CLOTHES 'TUTUS' FOR DV WALK 2016	40.00
Check	11/23/2016	77702	Accounts Payable	VELAZQUEZ, OMAR			100.00
	Invoice			Date		Description	Amount
	VELAZQUEZ 112316			11/21/2016		REIMBURSEMENT - STEEL TOE BOOTS	100.00
Check	11/23/2016	77703	Accounts Payable	VILLAR, GLORIA			200.00
	Invoice			Date		Description	Amount
	CR*201400081			11/23/2016		RESTITUTION PAYMENT	200.00
Check	11/23/2016	77704	Accounts Payable	WAL-MART INC.C/O BANK OF AMERICA LOCK BOX			4,816.24
	Invoice			Date		Description	Amount
	2017-00000460			11/21/2016		QUARTER PAYMENT	4,816.24
Check	11/23/2016	77705	Accounts Payable	WAXIE SANITARY SUPPLY			1,035.76
	Invoice			Date		Description	Amount
	76343909			11/14/2016		JANITORIAL SUPPLIES	1,035.76
Check	11/23/2016	77706	Accounts Payable	YUMA COUNTY FIRE OFFICERS			160.00
	Invoice			Date		Description	Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2017-00000451		11/23/2016	2016 YCFOA ANNUAL DUES	20.00	
	2017-00000452		11/23/2016	2016 YCFOA ANNUAL DUES	20.00	
	2017-00000453		11/23/2016	2016 YCFOA ANNUAL DUES	20.00	
	2017-00000454		11/23/2016	2016 YCFOA ANNUAL DUES	20.00	
	2017-00000455		11/23/2016	2016 YCFOA ANNUAL DUES	20.00	
	2017-00000456		11/23/2016	2016 YCFOA ANNUAL DUES	20.00	
	2017-00000457		11/23/2016	2016 YCFOA ANNUAL DUES	20.00	
	2017-00000458		11/23/2016	2016 YCFOA ANNUAL DUES	20.00	
Check	11/23/2016	77707	Accounts Payable	YUMA NURSERY SUPPLY		799.54
	Invoice		Date	Description	Amount	
	292786		11/16/2016	PURCHASE OF SPRINKLERS FOR VARIOUS PARKS NEEDING IRRIGATION	799.54	
Check	11/23/2016	77708	Accounts Payable	YUMA OFFICE EQUIPMENT		4,049.62
	Invoice		Date	Description	Amount	
	2017-00000449		11/21/2016	CNTRCT: 1162, 1046, 1347, 1103, 1104, 1105, 1209, 1188, 768, 769	4,049.62	
Check	11/23/2016	77709	Accounts Payable	Z TRENDZ		461.78
	Invoice		Date	Description	Amount	
	16-1792		11/17/2016	WELLNESS SHIRTS	461.78	

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 65 $164,763.93

Checks: 65 $164,763.93

Prepared By: Maggie Dominguez
Date: 11/28/16

Schedule K

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/23/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/23/2016	77710	Accounts Payable	DESERT WATER		124.56

Invoice	Date	Description	Amount
64826	11/01/2016	BULK DRINKING WATER FOR VARIOUS DEPTS	33.22
64761	10/25/2016	BULK DRINKING WATER FOR VARIOUS DEPTS	33.22
64900	11/08/2016	BULK DRINKING WATER FOR VARIOUS DEPTS	24.90
64976	11/15/2016	BULK DRINKING WATER FOR VARIOUS DEPTS	33.22

Check	11/23/2016	77711	Accounts Payable	MARTINEZ , ROBERTO		1,000.00

Invoice	Date	Description	Amount
2017-00000464	11/23/2016	LOS REGIONALES DE MEXICALI PERFORMANCE AT FOUNDERS EVENT - FINAL	1,000.00

Check	11/23/2016	77712	Accounts Payable	THE UPS STORE		415.54

Invoice	Date	Description	Amount
0000002176	11/12/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	50.01
0000002184	11/23/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	61.74
0000002187	12/03/2015	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	16.58
0000000002201	12/30/2015	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	12.86
000000002349	07/28/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	11.17
00000002374	08/25/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	34.69
00000002380	08/31/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	34.69
0000002399	09/14/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	10.41
0000002400	09/15/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	13.99
00000002406	09/27/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	23.91
00000002422	10/18/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	53.56
00000002426	10/25/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	16.68
000000002431	10/27/2016	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS	75.25

Check	11/23/2016	77713	Accounts Payable	VENEGAS, MARCO ANTONIO		1,695.00

Invoice	Date	Description	Amount
110816	11/08/2016	PRICE CENTER STRIPING	1,695.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 4 $3,235.10

Checks: 4 $3,235.10

Prepared By: Maggie Dominguez Date: 11/23/16

Schedule L

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/29/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/29/2016	77714	Accounts Payable	CENTURYLINK		4,726.78

Invoice	Date	Description	Amount
2017-00000485	11/29/2016	LOCAL PHONE SERVICE - OCTOBER / NOVEMBER 2016	4,499.48
2017-00000486	11/04/2016	SERVICE AT THE BUSINESS INCUBATOR	227.30

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/29/2016	77715	Accounts Payable	DE LA HOYA , TADEO		120.00

Invoice	Date	Description	Amount
DLH 113016	11/29/2016	TRAVEL - SONORA-ARIZONA MEGAREGION ANNUAL MEETING	120.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/29/2016	77716	Accounts Payable	ROSALES , MATIAS		120.00

Invoice	Date	Description	Amount
ROSALES 113016	11/29/2016	TRAVEL - SONORA-ARIZONA MEGAREGION ANNUAL MEETING	120.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 3 $4,966.78

Checks: 3 $4,966.78

Prepared By:
Maggie Dominguez
Date: 11/29/16

Schedule M

Pay Day Register Report

Pay Date Range 11/12/16 - 11/25/16

Pay Batch 201624

UNITED WAY	26.00	.00	Navy Federal	5,182.06
US & MEX DENTAL= FAMILY	686.92	.00	NetSpend Corporation DD	120.00
US & MEX HEALTH = C	6,291.60	.00	NORTH ISLAND CREDIT UNION	971.54
US & MEX HEALTH = FAMILY	4,583.00	.00	Sunbank	562.49
US & MEX HEALTH = SP	1,348.20	.00	THE FOOTHILLS BANK	1,295.63
VSP - VISION FAMILY	596.70	.00	WASHINGTON FEDERAL	3,502.45
Net	$274,405.19 ✓		Wells Fargo	57,800.21
			WELLS FARGO CA	556.87
			Total	$249,395.38
			Check	$25,009.81

Schedule N

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/30/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/30/2016	77717	Accounts Payable	GOMEZ , MARGARITA		3,000.00

Invoice	Date	Description	Amount
CR2013000554	10/03/2016	BOND REFUND	3,000.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 1 $3,000.00

Checks: 1 $3,000.00

Prepared By:
Maggie Dominguez
Date: Maggie D. 11/30/16

Schedule O

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	00107861		11/22/2016	PIO AD		399.00
	00107977		11/23/2016	LEGAL PUBLICATIONS CASE 2016-0558		71.18
	00099054		08/19/2016	PAYMENT FOR ADVERTISMENT SERVICES		25.00
Check	12/01/2016	77782	Accounts Payable	YUMA WINNELSON CO.		4,025.12
	Invoice		Date	Description		Amount
	277715 00		11/03/2016	MATERIAL FOR ROUTINE MAINTENANCE/NEW INSTALLATIONS		4,025.12
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 65		$341,686.03

Checks: 65 $341,686.03

Prepared By:
Maggie Dominguez
Date: 12/1/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	12/01/2016	77718	Accounts Payable	AAED		546.00

Invoice	Date	Description	Amount
300001760	12/01/2016	MEMBERSHIP DUES FOR J.TORRES	273.00
300001761	11/17/2016	MEMBERSHIP DUES FOR D.CASTILLO	273.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77719	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,000.00

Invoice	Date	Description	Amount
2017-00000487	11/30/2016	SALES TAX AUDITOR - NOVEMBER 2016	2,000.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77720	Accounts Payable	ALSCO, INC		625.67

Invoice	Date	Description	Amount
LYUM1112828	11/01/2016	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF NOVEMBER 2016	81.56
LYUM1114837	11/08/2016	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF NOVEMBER 2016	84.41
LYUM1116903	11/15/2016	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF NOVEMBER 2016	84.41
LYUM1112819	11/01/2016	UNIFORM SERVICE FOR UTILITIES	25.09
LYUM1114828	11/08/2016	UNIFORM SERVICE FOR UTILITIES	25.09
LYUM1116894	11/15/2016	UNIFORM SERVICE FOR UTILITIES	25.09
LYUM1118857	11/22/2016	UNIFORM SERVICE FOR UTILITIES	25.09
LYUM1110876	10/25/2016	UNIFORM SERVICES-FLEET SERVICES	47.63
LYUM1112830	11/01/2016	UNIFORM SERVICES-FLEET SERVICES	47.63
LYUM1114839	11/08/2016	UNIFORM SERVICES-FLEET SERVICES	47.63
LYUM1118868	11/22/2016	UNIFORM SERVICES-FLEET SERVICES	47.63
LYUM1118866	11/22/2016	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF NOVEMBER 2016	84.41

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77721	Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC		76,918.29

Invoice	Date	Description	Amount
9368	11/23/2016	PAVEMENT PRESERVATION PROJECT	76,918.29

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77722	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		525.00

Invoice	Date	Description	Amount
23225	11/16/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
23245	11/16/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	23276		11/16/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	23442		11/18/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	23596		11/21/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	23673		11/22/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	23690		11/22/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
Check	12/01/2016	77723	Accounts Payable	ARANDA, MANUEL		170.00
	Invoice		Date	Description	Amount	
	2017-00000518		12/01/2016	HI BENEFIT SUPPLEMENT - NOV 2016	170.00	
Check	12/01/2016	77724	Accounts Payable	ARIZONA PUBLIC SERVICE		9,397.50
	Invoice		Date	Description	Amount	
	470828286NOV16		11/18/2016	ELECTRICITY - 101 JUAN SANCHEZ BLVD	9,229.20	
	719801282NOV16		11/21/2016	ELECTRICITY - BORDER FRIENDSHIP LIGHTS	168.30	
Check	12/01/2016	77725	Accounts Payable	ARIZONA REFUSE SALES, LLC		105,801.51
	Invoice		Date	Description	Amount	
	1408		10/07/2016	SCORPION AUTOMATED SIDE LOADER FOR SW DIVISION	105,801.51	
Check	12/01/2016	77726	Accounts Payable	BILL ALEXANDER FORD		233.08
	Invoice		Date	Description	Amount	
	329456		11/21/2016	FIRE AMB 7728 EE180	69.32	
	328802		11/09/2016	PD 7432 EE180	28.46	
	329089		11/10/2016	WW 4834 EE180	135.30	
Check	12/01/2016	77727	Accounts Payable	BINGHAM EQUIPMENT CO		61,960.13
	Invoice		Date	Description	Amount	
	W02884		11/01/2016	PURCHASE OF NEW EQUIPMENT FOR PARKS DEPARTMENT	32,998.83	
	W02882		10/24/2016	PURCHASE OF NEW EQUIPMENT FOR PARKS DEPARTMENT	28,961.30	
Check	12/01/2016	77728	Accounts Payable	CDWG		1,933.53
	Invoice		Date	Description	Amount	
	FZH9705		11/15/2016	OTTERBOX IPHONE CASES	318.44	
	FZH8132		11/15/2016	O.HEREDIA KEYBOARD AND MOUSE	65.33	
	FVG5474		10/31/2016	UPS FOR HOLDING CELLS CAMERAS COMP	152.94	
	FVG4340		10/31/2016	LOGITECH WIRELESS COMBO FOR PD	49.61	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	FXR5679		11/11/2016	MOUNTING KIT FOR PDRO JULIAN		84.72
	FXH9932		11/09/2016	PRINTER AND TONER FOR PD		387.25
	FXC6593		11/09/2016	SPEAKERS F/ COMPUTER WORKSTATION USED F/ TRAININGS@PW YARD		27.22
	FXJ0198		11/09/2016	TONER FOR DDS		366.05
	FXM8800		11/10/2016	TONER FOR DDS		125.39
	FXK5382		11/10/2016	CD/DVD EXTERNAL READER FOR FIRE ADMIN CONF. ROOM		25.44
	FTL2896		10/26/2016	ELECTRIC SCREEN PROJECTOR SCREEN-CONFERENCE ROOM 166		331.14
Check	12/01/2016	77729	Accounts Payable	CENTURYLINK		1,213.34
	Invoice		Date	Description		Amount
	1393222343		01/15/2016	COPPER SERVICE AT THE INCUBATOR - PARTIAL OCT AND NOV 2016		1,213.34
Check	12/01/2016	77730	Accounts Payable	CITY OF SOMERTON		4,457.86
	Invoice		Date	Description		Amount
	226		11/08/2016	OCTOBER AMBULANCE TRANSPORTS BILLING FEE		4,457.86
Check	12/01/2016	77731	Accounts Payable	CLARIDGE , JEREMY J.		2,800.00
	Invoice		Date	Description		Amount
	20585		11/15/2016	ATTORNEY FEES		400.00
	20586		11/15/2016	ATTORNEY FEES		400.00
	20587		11/15/2016	ATTORNEY FEES		400.00
	20588		11/15/2016	ATTORNEY FEES		400.00
	20589		11/15/2016	ATTORNEY FEES		400.00
	20590		11/15/2016	ATTORNEY FEES		400.00
	20591		11/15/2016	ATTORNEY FEES		400.00
Check	12/01/2016	77732	Accounts Payable	CLEAR CHANNEL AIRPORTS		159.80
	Invoice		Date	Description		Amount
	790521027		12/01/2016	AIRPORT DISPLAY DEC2016		159.80
Check	12/01/2016	77733	Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.		2,584.61
	Invoice		Date	Description		Amount
	1049		11/03/2016	BALLISTIC VEST / OFFICER ROJAS		750.00
	15534		11/08/2016	SHIELDS FOR PD		1,216.17
	1090		11/10/2016	DUTY HOLSTER		618.44
Check	12/01/2016	77734	Accounts Payable	DIRECTV, INC		116.98

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2017-00000515		12/01/2016	PAYMENT FOR DTV SERVICES FOR THE YOUTH CENTER		116.98
Check	12/01/2016	77735	Accounts Payable	FACTOR SALES, INC.		403.49
	Invoice		Date	Description		Amount
	1575		10/31/2016	PURCHASE OF POST CARDS FOR CULTURAL CENTER EVENTS		364.49
	1577		10/31/2016	PURCHASE OF CLUB CARDS FOR POKEMON EVENT AT THE CULTURAL CENTER		39.00
Check	12/01/2016	77736	Accounts Payable	FISHER CHEVROLET - PARTS		1,916.72
	Invoice		Date	Description		Amount
	499000		08/19/2016	REPLACEMENT OF REAR BUMPER FOR POLICE DEPT VIN# 5713		1,916.72
Check	12/01/2016	77737	Accounts Payable	FISHER CHRYSLER		816.13
	Invoice		Date	Description		Amount
	376918		11/22/2016	PD 5714 EE180		128.95
	376710		11/17/2016	PD 5713 EE180		211.62
	376430		11/09/2016	PD 5714 EE735		24.01
	376324		11/07/2016	PD 5714 EE180		451.55
Check	12/01/2016	77738	Accounts Payable	FRESH TERRA SERVICES LLC		3,900.00
	Invoice		Date	Description		Amount
	5364		11/02/2016	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS		170.00
	5368		11/02/2016	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS		115.00
	5385		11/09/2016	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS		100.00
	5390		11/09/2016	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS		115.00
	5411		11/14/2016	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS		710.00
	5423		11/21/2016	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS		115.00
	5437		11/28/2016	WW ANALYSIS REQUIREMENT TO COMPLY W/ ADEQ REGULATIONS		295.00
	5362		11/01/2016	WW ANALYSIS REQUIRED TO COMPLY W/ ADEQ REGULATIONS		760.00
	5363		11/02/2016	WW ANALYSIS REQUIRED TO COMPLY W/ ADEQ REGULATIONS		730.00
	5395		11/10/2016	WW ANALYSIS REQUIRED TO COMPLY W/ ADEQ REGULATIONS		295.00
	5413		11/14/2016	WW ANALYSIS REQUIRED TO COMPLY W/ ADEQ REGULATIONS		295.00
	5439		11/28/2016	WW ANALYSIS REQUIRED TO COMPLY W/ ADEQ REGULATIONS		100.00
	5428		11/22/2016	WW ANALYSIS REQUIRED TO COMPLY W/ ADEQ REGULATIONS		100.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77739	Accounts Payable	GALVAN , AURELIO JR		327.00
	Invoice		Date	Description	Amount	
	GALVAN 120416		12/01/2016	TRAVEL - AZPOST FIREARMS INSTRUCTOR SCHOOL	327.00	
Check	12/01/2016	77740	Accounts Payable	GARCIA , JESUS		120.00
	Invoice		Date	Description	Amount	
	2017-00000512		12/01/2016	SERVICES RENDERED OF UMPIRE FOR MENS SOFTBALL LEAGUE 2016	120.00	
Check	12/01/2016	77741	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		27.99
	Invoice		Date	Description	Amount	
	5697101		09/27/2016	MEDICAL SUPPLIES FOR SLFD	27.99	
Check	12/01/2016	77742	Accounts Payable	IPS GROUP INC		560.41
	Invoice		Date	Description	Amount	
	21338		10/31/2016	PARKING METER MONTHLY FEES	560.41	
Check	12/01/2016	77743	Accounts Payable	JACUINDE , ANITA		60.00
	Invoice		Date	Description	Amount	
	2017-00000513		12/01/2016	SERVICES RENDERED OF SCOREKEEPER FOR MEN'S SOFTBALL LEAGUE 2016	60.00	
Check	12/01/2016	77744	Accounts Payable	LAZO, MARIA J		150.00
	Invoice		Date	Description	Amount	
	2017-00000519		12/01/2016	HI BENEFIT SUPPLEMENT - NOV 2016	150.00	
Check	12/01/2016	77745	Accounts Payable	LEGROS , BRIAN SEAN		511.49
	Invoice		Date	Description	Amount	
	5889		11/10/2016	HATS FOR OFFICERS	511.49	
Check	12/01/2016	77746	Accounts Payable	LESLIE'S POOL SUPPLY INC.		712.18
	Invoice		Date	Description	Amount	
	293-395898		11/21/2016	CHEMICALS TO DISINFECT DECANT CHAMBERS/CLEAN SPILLAGES	712.18	
Check	12/01/2016	77747	Accounts Payable	LEXIS NEXIS RISK DATA MANAGEMENT INC.		210.71
	Invoice		Date	Description	Amount	
	1499424-20161031		11/20/2016	MONTHLY SUBCRIPTION FEE FOR PD	210.71	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77748	Accounts Payable	LOPEZ RIOS , JOSE A		300.00

Invoice	Date	Description	Amount
2017-00000507	12/01/2016	SERVICES RENDERED OF SCOREKEEPER FOR MEN'S SOFTBALL LEAGUE 2016	40.00
2017-00000510	12/01/2016	SERVICES RENDERED OF SCOREKEEPER FOR CO-ED VOLLEYBALL LEAGUE '16	260.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77749	Accounts Payable	PENN NEON SIGN CO., INC.		97.57

Invoice	Date	Description	Amount
17371	11/23/2016	PURCHASE OF ALUMINUM SIGN FOR AQUATIC CENTER	97.57

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77750	Accounts Payable	PHILIPS ELECTRONICS NORTH AMERICA CORP		3,697.55

Invoice	Date	Description	Amount
931412777	12/01/2016	ANNUAL HEART RATE MONITORS SERV. AGREEMENT FROM 8/31/15-8/30/16	3,697.55

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77751	Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C		35.00

Invoice	Date	Description	Amount
103116-62973	10/31/2016	SERGIO V. DRUG SCREEN RAPID	35.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77752	Accounts Payable	PITNEY BOWES CREDIT CORP		98.35

Invoice	Date	Description	Amount
2017-00000517	11/02/2016	MAILING SYSTEM FOR COURT	98.35

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77753	Accounts Payable	PLOTTER DOCTORS, LLC		17,787.16

Invoice	Date	Description	Amount
41354	10/12/2016	HP DESIGNJET PLOTTER AND SCANNER FOR IT	6,389.59
41758	11/14/2016	HP DESIGNJET PLOTTER AND SCANNER FOR IT	11,397.57

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77754	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		45.00

Invoice	Date	Description	Amount
2104	11/18/2016	PEST CONTROL @BUSINESS INCUBATOR	45.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77755	Accounts Payable	PROFORCE LAW ENFORCEMENT		3,642.66

Invoice	Date	Description	Amount
289303	10/13/2016	TASER AMMUNITION FOR PD	2,396.87
290633	10/26/2016	TASER AMMUNITION FOR PD	840.70
290673	10/26/2016	TASER AMMUNITION FOR PD	405.09

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77756	Accounts Payable	QUINONEZ , FRANCISCO		500.00

Invoice	Date	Description	Amount
23242	11/16/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
23292	11/16/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
23470	11/19/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
23539	11/20/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	125.00
23671	11/22/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
23685	11/22/2016	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77757	Accounts Payable	RAMIREZ , TERESITA D		234.00

Invoice	Date	Description	Amount
2017-00000509	12/01/2016	SERVICES RENDERED OF UMPIRE FOR CO-ED VOLLEYBALL LEAGUE 2016	234.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77758	Accounts Payable	RIOS , EDUARDO M		15.58

Invoice	Date	Description	Amount
2017-00000496	12/01/2016	JURY DUTY 080316	15.58

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77759	Accounts Payable	RIVERA GODOY , NAYELI M		20.90

Invoice	Date	Description	Amount
2017-00000497	12/01/2016	JURY DUTY 080316	20.90

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77760	Accounts Payable	RODRIGUEZ , OSVALDO		75.00

Invoice	Date	Description	Amount
2017-00000514	12/01/2016	PAYMENT FOR CHAMPURADO PROVIDED FOR TREE LIGHTING EVENT	75.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77761	Accounts Payable	RODRIGUEZ MENCHACA , MARC		11.57

Invoice	Date	Description	Amount
2017-00000495	12/01/2016	JURY DUTY 080316	11.57

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77762	Accounts Payable	ROLDAN , JONATHAN D		6.68

Invoice	Date	Description	Amount
2017-00000494	12/01/2016	JURY DUTY 080316	6.68

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77763	Accounts Payable	RUBE , LARS E		13.35

Invoice	Date	Description	Amount
2017-00000493	12/01/2016	JURY DUTY 080316	13.35

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77764	Accounts Payable	RUIZ , CINDY		100.00
	Invoice		Date	Description		Amount
	0001		11/15/2016	INTERPRETATION SERVICES FOR THE COURT 111516		100.00
Check	12/01/2016	77765	Accounts Payable	SAMANIEGO , JESSICA A		6.68
	Invoice		Date	Description		Amount
	2017-00000492		12/01/2016	JURY DUTY 080316		6.68
Check	12/01/2016	77766	Accounts Payable	SAN LUIS INDUSTRIAL PARK		3,329.70
	Invoice		Date	Description		Amount
	379		11/01/2016	RENT FOR LOT NO. 13 OCT-DEC 2016		3,329.70
Check	12/01/2016	77767	Accounts Payable	SANCHEZ , BRAULIO S		1,400.00
	Invoice		Date	Description		Amount
	275		10/20/2016	ATTORNEY FEES		400.00
	279		11/15/2016	ATTORNEY FEES		200.00
	287		11/15/2016	ATTORNEY FEES		400.00
	288		11/15/2016	ATTORNEY FEES		400.00
Check	12/01/2016	77768	Accounts Payable	SANCHEZ , JOSE A		260.00
	Invoice		Date	Description		Amount
	2017-00000516		12/01/2016	SERVICES RENDERED OF UMPIRE FOR CO-ED VOLLEYBALL LEAGUE 2016		260.00
Check	12/01/2016	77769	Accounts Payable	SANCHEZ BELTRAN , JESSAMY		25.81
	Invoice		Date	Description		Amount
	2017-00000491		12/01/2016	JURY DUTY 080316		25.81
Check	12/01/2016	77770	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		10,575.52
	Invoice		Date	Description		Amount
	9387		11/15/2016	LANDFILL FEES FROM 110116-111516		10,575.52
Check	12/01/2016	77771	Accounts Payable	TORRES , YOALICE		15.58
	Invoice		Date	Description		Amount
	2017-00000490		12/01/2016	JURY DUTY 080316		15.58
Check	12/01/2016	77772	Accounts Payable	TREJO SEGURA , IRMA L		11.57
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2017-00000489		12/01/2016	JURY DUTY 080316	11.57	
Check	12/01/2016	77773	Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.		9,827.10
	Invoice		Date	Description	Amount	
	141411614-001		10/17/2016	PURCHASE OF EQUIPMENT FOR FACILITIES DEPT	9,827.10	
Check	12/01/2016	77774	Accounts Payable	URIBE ALDUENDA , NORMA A		20.90
	Invoice		Date	Description	Amount	
	2017-00000488		12/01/2016	JURY DUTY 080316	20.90	
Check	12/01/2016	77775	Accounts Payable	URQUIJO LASTRA, SALVADOR		120.00
	Invoice		Date	Description	Amount	
	2017-00000511		12/01/2016	SERVICES RENDERED OF UMPIRE FOR MENS SOFTBALL LEAGUE 2016	120.00	
Check	12/01/2016	77776	Accounts Payable	USA BLUE BOOK		1,211.06
	Invoice		Date	Description	Amount	
	073693		09/29/2016	MATERIALS F/ WATER SAMPLING & MISC. REPAIRS@WELL SITES	1,211.06	
Check	12/01/2016	77777	Accounts Payable	YUMA AUTO REBUILDERS		861.02
	Invoice		Date	Description	Amount	
	4306346		11/23/2016	REPLACEMENT OF FRONT BUMPER COVER FOR POLICE DEPT VIN# 5714	581.08	
	4341981		11/23/2016	REFINISH/REPAINT R ROCKER MOULDING FOR POLICE DEPT VIN# 5713	279.94	
Check	12/01/2016	77778	Accounts Payable	YUMA COUNTY DEVELOPMENT SERVICES		100.00
	Invoice		Date	Description	Amount	
	2017-00000506		12/01/2016	HAULER ANNUAL OPERATING PERMIT F/ NEW DUMP TRUCK@WW DIVISION	100.00	
Check	12/01/2016	77779	Accounts Payable	YUMA ELECTRIC MOTORS & PUMPS		1,349.06
	Invoice		Date	Description	Amount	
	16278		11/22/2016	REPLACEMENT SENSORS F/ SUBMERSIBLE PUMP@LS#300	1,349.06	
Check	12/01/2016	77780	Accounts Payable	YUMA HEALTH CARE SERVICES, INC		211.94
	Invoice		Date	Description	Amount	
	73195		11/02/2016	IV FLUID TO BE USED IN AMBULANCE	211.94	
Check	12/01/2016	77781	Accounts Payable	YUMA SUN, INC		495.18

Schedule P

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2017-00000503		12/01/2016	543 - IAFF- FIRE DEPT		620.50
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 9		$52,271.21
	Checks:	9	$52,271.21			

Prepared By:
Maggie Dominguez
Date: 12/1/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	12/01/2016	77783	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		96.33
	Invoice		Date	Description		Amount
	gar 112516		12/01/2016	gar 112516		96.33
Check	12/01/2016	77784	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
	Invoice		Date	Description		Amount
	2017-00000498		12/01/2016	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	12/01/2016	77785	Accounts Payable	FOP/ALC		341.00
	Invoice		Date	Description		Amount
	2017-00000499		12/01/2016	714 - FOP/ALC		341.00
Check	12/01/2016	77786	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
	2017-00000500		12/01/2016	533 - GARNISHMENT		50.00
Check	12/01/2016	77787	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		46,716.52
	Invoice		Date	Description		Amount
	psprs 112516		12/01/2016	psprs 112516		46,716.52
Check	12/01/2016	77788	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		360.00
	Invoice		Date	Description		Amount
	2017-00000501		12/01/2016	539 - ASK COPS - SLPD		360.00
Check	12/01/2016	77789	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,896.55
	Invoice		Date	Description		Amount
	CS PPE 112516		12/01/2016	CS PPE 112516		3,896.55
Check	12/01/2016	77790	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		26.00
	Invoice		Date	Description		Amount
	2017-00000502		12/01/2016	705 - UNITED WAY		26.00
Check	12/01/2016	77791	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		620.50
	Invoice		Date	Description		Amount

Schedule Q

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 12/01/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	12/01/2016	77792	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		264.96

Invoice	Date	Description	Amount
acr psprs 112516	12/01/2016	ACR PSPRS 112516	264.96

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	12/01/2016	77793	Accounts Payable	RODRIGUEZ , OSVALDO		95.00

Invoice	Date	Description	Amount
0112916	12/01/2016	PAYMENT FOR CHAMPURADO PROVIDED FOR TREE LIGHTING EVENT	95.00

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 2	$359.96
Checks:	2	$359.96	

Prepared By:
Maggie Dominguez
Date: 12/1/16

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. C.**

Meeting Date: 12/14/2016

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to join the Strategic Alliance for Volume Expenditures (SAVE) Cooperative Purchasing Agreement. **(Angelica Cifuentes, Purchasing Agent III)**

SUMMARY:

The City of San Luis is seeking the City Council's authorization to join another purchasing option that will be utilized as a cooperative agreement. By becoming a member of the SAVE Cooperative Purchasing Group, the City of San Luis does not incur any costs. This purchasing option will allow the City to purchase from vendors that have already gone through the bidding process and will potentially lead to cost savings when used.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE THAT THE CITY MANAGER OR DESIGNEE ARE HEREBY AUTHORIZED AND DIRECTED TO ENTER INTO THE AGREEMENT FOR MEMBERSHIP IN THE SAVE COOPERATIVE PURCHASING GROUP ON BEHALF OF THE CITY OF SAN LUIS AND TAKE ANY AND ALL ACTIONS AS MAY BE NECESSARY TO PUT THE AGREEMENT INTO EFFECT.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Attachments

Cooperative Purchasing Agreement-SAVE

STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES (SAVE)
COOPERATIVE PURCHASING AGREEMENT

This Agreement is entered into this ____day of _____, _____, between school districts and governmental jurisdictions in the State of Arizona, as listed in Appendix "A" through their duly authorized representative to form a cooperative purchasing agreement named "STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES" **(S.A.V.E.)**

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services and,

WHEREAS, cooperative purchasing results from written agreements wherein lead agencies volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead agency is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, the Cooperative Purchasing Agreement will serve these ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of the Agreement is a cooperative purchase agreement for the procurement of materials and or services.

2. Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.

3. The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.

4. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.

5. The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law.

6. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified within a bid or proposal shall be required to participate in the Agreement unless the resulting contract is canceled, as provided for within the terms and conditions of the specific bid or proposal.

7. That lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.

8. The parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service, which may assist in improving the efficiency or economy of each party's procurement or disposal of material or service.

9. A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.

10. The procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.

11. The procuring party shall be responsible for the ordering of materials or services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability, which may arise from action or inaction of the procuring party.

12. Any procurement unit may terminate without notice this Agreement if another eligible procurement unit fails to comply with the terms of this Agreement.

13. This Agreement is exempt from the provisions of A.R.S. 11-952.

14. This Agreement shall remain in effect until participation has been terminated by all but one of the parties. Except as provided in Paragraph 12, any party to this Agreement may terminate their participation in this Agreement by giving 30 day written notice to all other parties to this Agreement.

15. This Agreement shall take effect after execution by participating parties. Pursuant to A.R.S. Section 41-2632 and Subsection R7-2-1191 of A.A.C. R7-2-1001 this Agreement need not be filed with the County Recorder or the Secretary of State to be effective, except as may be required by the laws, rules and/or regulations of a participating public agency.

16. This Agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.

17. This Cooperative Purchasing Agreement shall become effective upon approval and execution by the authorized representative of all public agencies listed in Appendix "A".

18. The parties to this Agreement hereby agree that other agencies may be added to this Cooperative Purchasing Group.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date written below.

City of San Luis, Arizona

THIS AGREEMENT IS HEREBY EXECUTED THIS _____ DAY OF _____, 20_____.

_____
Signature

_____
Name

_____
Title

Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

The following **291** agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **October 31, 2016.**

Municipalities

City of Apache Junction
City of Avondale
City of Benson
City of Bisbee
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Douglas
City of El Mirage
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Kingman
City of Maricopa
City of Mesa
City of Nogales
City of Page
City of Peoria
City of Phoenix
City of Prescott
City of Safford
City of Scottsdale
City of Sedona
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tolleson
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Lake Havasu City
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Chino Valley
Town of Clifton
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Marana
Town of Miami
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Superior
Town of Wickenburg

Counties

Apache County
Cochise County
Coconino County
Gila County
Graham County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Higher Education / Technology Districts

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cobre Valley Institute of Technology (CVIT)
Cochise County Community College District
Coconino County Community College District
Dinè College
East Valley Institute of Technology (EVIT)
Gila Institute for Technology, a Joint Technology Education District (JTED)
Graham County Community College District
Maricopa Community College District
MidWestern University (Glendale campus)
Mohave Community College
Mountain Institute JTED
Northeast AZ Tech Institute of Voc Ed
Northern Arizona University
Pima Association of Governments (PAG)
Pima Community College
Pima County Joint Technology District #11 (JTED)
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
University of Arizona
Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District #50

Yavapai College

Political Agencies
Arizona School for the Deaf and the Blind
Arizona Supreme Court
Central Arizona Project
Housing Authority of Maricopa County
Maricopa Association of Governments
Maricopa Integrated Health System
Regional Transportation Authority (RTA)
Superior Court of Arizona, Maricopa County
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

Fire Districts
Central Yavapai Fire District
Drexel Heights Fire District
Fire District of Sun City West
Mt. Lemmon Fire District
Northwest Fire District
Superstition Mtn Community Facilities District
Sun City West Fire District

Misc. Agencies
Central Arizona Water Conservation District (CAWCD)
North Country Community Health Center
Pima County School Reserve Fund

School Districts
Agua Fria Union High School District # 216
Ajo Unified School District #15
Alhambra Elementary School District # 68
Altar Valley School District #51
Amphitheater Unified School District #10
Antelope Union High School #50
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Ash Fork Joint Unified School District
Avondale Elementary School District #44
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2
Blue Ridge Unified School District #32
Bonita School District #6
Bouse Elementary School District
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City Elementary School District #15
Camp Verde Unified School District #28
Cartwright Elementary School District #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School District
Casa Grande Union High School District
Catalina Foothills Unified School District #16
Cave Creek Unified School District #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School District #51
Clarkdale-Jerome School District #3
Coconino County Regional Accommodation District #99
Colorado River Union High School District
Concho Elementary School District #6
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Creighton School District #14
Deer Valley Unified School District #97
Double Adobe Elementary School District #45
Douglas Unified School District #27
Duncan Unified School District
Dysart Unified School District # 89
Eloy Elementary School District #11
Elfrida Elementary School District #12
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District #8
Fort Huachuca Accommodation School District
Fort Thomas Unified School District #7
Fountain Hills Unified School District #98
Fowler Elementary School District #45
Gadsden Elementary School District # 32
Ganado Unified School District #20
Gila Bend Unified Schools
Gilbert Unified School District #41
Glendale Elementary School District #40
Glendale Union High School District
Globe Unified School District #1
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Horizon Community Learning Center / Horizon Charter School
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kin Dah Lichi'I' Olta, Inc.
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59

Liberty Elementary School District #25
Litchfield Elementary School District #79
Littlefield Unified School District #9
Littleton Elementary School District #65
Madison Elementary School District #38
Maine Consolidated School District
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mary C. O'Brien ASD
Mayer Unified School District #43
Mesa Unified School District # 4
Miami Unified School District #40
Mingus Union High School District #4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Morristown Elementary School District #75
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Palominas Elementary School District #49
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Pomerene Elementary School District #64
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Ray Unified School District #3
Red Mesa Unified School District #27
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
San Carlos Unified School District #20
Sanders Unified School District #18
San Simon Unified School District #18
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Seligman Unified School District #40
Sentinel Elementary School District #71
Shonto Preparatory Schools
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12
Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Vernon Elementary School District
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public School District
Yuma Elementary School District # 1
Yuma Union High School District # 70

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. D.**

Meeting Date: 12/14/2016

Department Head: Olivia Jenkins, Utilities Director, Utilities Department

Submitted By: Olivia Jenkins, Utilities Director, Utilities Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the previously approved purchase of a 2016 Chevrolet Colorado two-wheel drive extended cab truck for the Utilities Department to allow for waiver of formal procurement procedures as allowed by the San Luis Purchasing Code Section 36.01(H). **(Olivia Jenkins, Utilities Director)**

SUMMARY:

On November 9, 2016, City Council approved the purchase of a 2016 Chevrolet Colorado two-wheel drive extended cab truck for the Utilities Department. At that time it appeared that the 3 quotes obtained were comparable. The item is returning to the City Council Agenda in order to request that the formal purchasing procedure of obtaining three (3) quotes be waived as is permitted under the San Luis Purchasing Code due to an incomplete quote. The waiver is justified because the item was bid through a State Contract, the vendor's price was lower than the state contract price, and it is not likely that a lower price will be found.

Pursuant to the San Luis Purchasing Code Section 36.01(D) for purchases between $15,000.00 and $34,999.99 three (3) written quotes are required. Three (3) quotes were obtained but one of the quotes was not complete with details and cannot be used properly for comparison. Therefore, the Utilities department is requesting that the City's Purchasing Code be waived and the purchase of a 2016 Chevrolet Colorado two-wheel drive (2WD) extended cab truck be approved.

A vehicle for the Utilities Department was approved in the Fiscal Year 2016-2017 budget. The Utilities Department is opting to make the purchase through a local dealership in Yuma and not though the State Contract. The reason for purchase through the local vendor is that it will generate a savings. If procurement is waived and purchase is approved as recommended, the new and additional vehicle will be used by field personnel in daily operations. Mainly to provide customer service in the delivery, retrieval, and repairs of residential garbage containers. Staff recommends purchase of new truck in the amount of **$25,279.51**.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A 2016 CHEVROLET COLORADO TWO-WHEEL DRIVE EXTENDED CAB TRUCK FOR THE UTILITIES DEPARTMENT IN THE AMOUNT OF $25,279.51 AND I MOVE TO WAIVE FORMAL PURCHASING PROCEDURES UNDER PURCHASING CODE SECTION 36.01(H) BECAUSE OBTAINING THREE WRITTEN QUOTES IS NOT LIKELY TO RESULT IN A BETTER PRICE.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$25,279.51
BUDGETED:	$27,430.00
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	300-301-90000 - Capital Outlay - Equipment $27,430.00

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

Purchase/expense will be have a savings of approximately $2,020.49 and the purchase price is less than State Contract.

Attachments

Fisher - Yuma

Emails

Midway Chev State Contract

Lance Dempsey Commercial Fleet - Phoenix

FISHER CHEVROLET INC.
DBA - FISHER CHEVROLET • BUICK • GMC
775 E. 32ND ST. • YUMA, AZ 85365 • (928) 726-5500

CHEVROLET BUICK GMC

STOCK NO. C160780

PURCHASER'S NAME CITY OF SAN LUIS

DATE 14 NOV 16

PLEASE ENTER MY ORDER FOR ONE ☐ NEW ☐ USED ☐ DEMO **AS FOLLOWS**

MAKE	MODEL	COLOR	TYPE	YEAR
CHEVROLET	COLORADO	WHITE		2016

VEHICLE IDENTIFICATION NUMBER	MILEAGE	TO BE DELIVERED ON OR ABOUT
1GCHSBE32G1378501	2	

PRICE OF VEHICLE	23318.00
PER ARIZONA H.B. 2676 (WASTE TIRE DISPOSAL) REGISTRATION FEES — TOTAL	23318.00
INCLUDES $1.00 PER TIRE — TAX	1961.51
WASTE TIRE FEE PAID TO THE STATE OF ARIZONA — DEALER DOCUMENTARY FEE	NONE
LUXURY TAX	N/A
LICENSE TRANSFER TITLE REGISTRATION FEE — *ESTIMATED*	
(1) TOTAL CASH SALE PRICE	25279.51
DOWN PAYMENT: CASH DEPOSIT SUBMITTED WITH ORDER	
ALLOWANCE FOR USED VEHICLE TRADE-IN	
LESS BALANCE OWING TO-	
(2) TOTAL DOWN PAYMENT	
BALANCE DUE (1 less 2)	25279.51

RECEIVED
NOV 15 2016
BY:

DESCRIPTION OF TRADE VIN

YEAR	NAME	MODEL	TYPE

MILEAGE PLATE NO. EXP. DATE

Purchaser intends to use the vehicle primarily for ☐ personal, family, or household purposes ("personal use") ☐ business, agricultural or other non-personal uses ("commercial use"). Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. This Order is not binding until accepted by Seller and, if a time sale, (1) appropriate financing disclosures are made and (2) a retail installment sale contract and purchase money security agreement ("Contract") is executed. Until a time sale Order becomes binding, Purchaser may cancel it and recover any deposit made. The Contract and this Order shall be subject to cancellation by Seller unless and until approval of the Contract is given by a bank or finance company willing to purchase the Contract from Seller.

LIMITATIONS/EXCLUSIONS OR PRODUCT WARRANTIES

(a) For "new" vehicles: (1) If the vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose unless Seller also gives Purchaser a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with Purchaser which applies to the vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to duration of Seller's written warranty or service contract; (2) if the vehicle is purchased for commercial use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose. The vehicle is sold to Purchaser AS IS, except for any express warranties made by Seller, on its own behalf, or by the manufacturer of the Vehicle or of any component parts. (3) In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied.

(b) For "used" vehicles:

(1) Used Car Implied Warranty of Merchantability:
THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO $25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

(2) Waiver of Used Car Implied Warranty of Merchantability:
ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCION COMPRADOR: FIRME AQUI SOLAMENTE SI EL VENDEDOR TE HA DICHO QUE EL VEHÍCULO TIENE EL SIGUIENTE PROBLEMA (S) Y QUE USTED ESTA DE ACIERTO DE COMPRA EL VEHÍCULO BAJO ESTOS TÉRMINOS:

1. _____ Buyer/Comprador _____

thomas williams
FISHER CHEVROLET BUICK GMC

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010.

jvm007 Logout

Main > Manage Inventory > View My Inventory: Preliminary Order > Order Detail

PLAN & FORECAST | ORDER VEHICLES | MANAGE INVENTORY | LOCATE VEHICLES | DELIVER VEHICLES | REPORTS & TOOLS

Preliminary Order Detail - Order # TSFTK6

BAC: 161718 BFC: 1 Name: FISHER CHEVROLET BUICK GMC

View Customer Version

BAC Information

Contact Name
DAN

Phone #
Stock No.

UPDATE

Model/Order Information

Model Year: 2016
Distrib. Entity: RET
Allocation Group: COLRDO
MSRP w/DFC † : $26,280.00

Division: CHEVROLET
Order Type: TRE - Retail Stock
Model: 12M53 - Colorado: Base/WT Extended Cab

Vehicle Specifications

PEG: 2WT - Work Truck Option Package 2WD
Primary Color: GAZ - Summit White
Emissions:
Transmission: MYB - 6-Speed Automatic Transmission

Trim: H2R - Jet Black / Dark Ash Cloth Interior Trim
Engine: LFX - Engine: Gas, 3.6L 6 Cylinder, SIDI, DOHC, VVT

Ordered Options:
5G8: Tow/Haul Mode
ATG: Remote Keyless Entry
B38: Floor Covering, Vinyl
BW5: Black Exterior Molding, B/S, Side Window
BWN: Rear Bumper Corner Assist Steps
NC7: Federal Emission Override
PCN: WT Convenience Package
PPA: EZ-Lift and Lower Tailgate
QJJ: Tire: P265/70R16 SL Blackwall, ALS

C67: Single-Zone Manual Air Conditioning
CH9: GVW Rating: 5,700 Lbs
D31: Interior Rearview Tilt Mirror
D72: Exterior Door Handles, Black
DBI: Exterior Manual Control, Folding Mirrors, Black
E63: Pickup Box
G80: Automatic Locking Rear Differential
GU6: Rear Axle, 3.42 Ratio
IO3: Radio, Infotainment System
K34: Electronic Automatic Cruise Control
RS2: Steel Wheels, 16" x 7.0"
S1K: Spare Steel Wheel, 16" x 7.0"
UDC: Enhanced Driver Information Center
UQ3: Enhanced Audio Speaker System
UTJ: Theft Deterent Electrical, Unauthorized Entry
UVC: Rear Vision Camera
VJH: Chrome Rear Bumper
YF5: California Emissions
Z82: Trailering Package
Z85: Chassis Package
ZJJ: Spare Tire, 265/70R16

→ View Event History → View Change History

▸Copy to My Stored Configurations | ▸Copy to My Preliminary Order List | ▸Locate Vehicle

BACK NEXT

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

Order Workbench: FAQs Site Map

© 2008 General Motors. All Rights Reserved.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting 6.A.
Meeting Date: 11/09/2016
Department Head: Olivia Jenkins, Utilities Director, Utilities Department
Submitted By: Olivia Jenkins, Utilities Director, Utilities Department
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a 2016 Chevrolet Colorado two-wheel drive extended cab truck for use by the meter readers in Utilities Department, Billing and Collections. **(Olivia Jenkins, Utilities Director)**

SUMMARY:

A new truck purchase for the Utilities Department is part of the approved Fiscal Year 2017 budget. The Utilities Department has selected the make and model as a 2016 Chevrolet Colorado two-wheel drive (2WD) extended cab truck as the best option for the meter readers. The proposed purchase is through a local dealership in Yuma and not though the State Contract. Pursuant to the San Luis Purchasing Code Section 36.01(D) for purchases costing between $15,000.00 and $34,999.99, the Utilities Department has obtained three (3) written quotes including the Arizona State Cooperative bidding through Midway Chevrolet in Phoenix. The lowest of the three (3) quotes is from Fisher Chevrolet in Yuma saving approximately $1,150.00, if purchase is made through the local dealership. The new truck will replace a 1998 Chevrolet truck borrowed from Public Works Department. The new and additional vehicle will be used by field personnel in the daily operations. Mainly to provide customer service in the delivery, retrieval, and repairs of residential garbage containers. Staff recommends purchase of new truck in the amount of **$26,280.00**.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A 2016 CHEVROLET COLORADO TWO-WHEEL-DRIVE EXTENDED CAB TRUCK IN THE AMOUNT OF $26,280.00 FOR THE UTILITIES DEPARTMENT AS PRESENTED AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PURCHASE.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?:	No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	26,280.00
BUDGETED:	27,430.00
AVAILABLE TO TRANSFER:	27,430.00
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	300-301-90000 - Capital Outlay - Equipment $27,430.00

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

Purchase/expense will be $1,150.00 less than the budgeted amount and the purchase price is less than State Contract.

Attachments

Fisher Chev Yuma

Midway Chev State Contract

Lance Dempsey Commercial Fleet - Phoenix

RE: Vehicle Purchase- Utilities

Monday, November 28, 2016 2:24 PM

Subject	**RE: Vehicle Purchase- Utilities**
From	Angelica Cifuentes
To	Olivia Jenkins
Cc	Jorge Perez; Maria Munoz; Kay Macuil
Sent	Wednesday, November 16, 2016 4:11 PM

Hello Oli,

Sorry for not responding sooner as I have been busy with processing POs for tomorrow's check processing. I had to look back to previous emails to refresh my memory as to the reasoning behind seeking council approval. It was for the waiver of the procurement code since the Yuma dealer out bided the state contract and there was no third quote. The agenda that was presented and approved states that you do have 3 quotes and is just requesting that they authorize the purchase as presented and not requesting to waive the procurement code. I would suggest that it be placed back on the agenda and ask council to waive the procurement code but also include that the 3rd quote that you had mentioned you had did not have the specifications and that they are not able to provide them due to them not being able to order the 2016 model. Please see highlighted areas below from previous emails sent on 10/11 and 09/29. Let me know if you have any further questions or if you need anything else. Thank you

From: Angelica Cifuentes
Sent: Tuesday, October 11, 2016 5:45 PM
To: Olivia Jenkins <OJenkins@cityofsanluis.org>
Cc: Kay Macuil <kmacuil@cityofsanluis.org>; Glenn Gimbut <GGimbut@cityofsanluis.org>
Subject: RE: State Contract Price Match

Mrs. Olivia,

Please see e-mail below. As per an earlier conversation with both Kay and Glenn, it would be best to add the purchase of the vehicle on the next agenda. Reasoning of the waiving of the procurement code would be that the Yuma vendor is bidding lower than the state contract. The third quote provided does not have any specs listed other than the tinted windows so I am not able to compare apples to apples. I would request a new quote from the Yuma dealer without documents fees and cash down payments as we are not giving them a down payment and according to the dealer as a government entity we don't have to pay the document fees. Let me know if you have any questions.

Thank you

Angelica Cifuentes, CPP, CPM
Purchasing Agent III
Finance Department
(928) 341-8548 Direct Line
(928) 341-8549 Fax
acifuentes@cityofsanluis.org
www.cityofsanluis.org

From: Glenn Gimbut
Sent: Thursday, September 29, 2016 3:26 PM
To: Angelica Cifuentes <ACifuentes@cityofsanluis.org>
Cc: Kay Macuil <kmacuil@cityofsanluis.org>; Tadeo A. DeLaHoya <tdelahoya@cityofsanluis.org>
Subject: Re: State Contract Price Match

I can answer this better on Monday. In the past we took similar situations through Council. We used lower than state bid as the reason why bidding unlikely to generate a better price justifying council waiver.

Angelica Cifuentes, CPP, CPM
Purchasing Agent III
Finance Department
(928) 341-8548 Direct Line
(928) 341-8549 Fax
acifuentes@cityofsanluis.org
www.cityofsanluis.org

From: Olivia Jenkins
Sent: Wednesday, November 16, 2016 9:58 AM
To: Angelica Cifuentes <ACifuentes@cityofsanluis.org>; Kay Macuil <kmacuil@cityofsanluis.org>
Cc: Jorge Perez <jperez@cityofsanluis.org>; Maria Munoz <MMunoz@cityofsanluis.org>
Subject: Vehicle Purchase- Utilities

Hello Ms. A,

So I have a dilemma…attached is the vehicle details from Fisher and also the sales contract for the vehicle we wish to procure. However, the additional information needed from one of the vendors that provided a quote for us, is not able to provide us the additional information. See attached email.

I need to know if we need to start this process again, go back to council and rephrase request and motion (see attached agenda item), to proceed.

Your time and attention on the matter is greatly appreciated, thank you.

Olivia

From: gunny@itsafisher.com [mailto:gunny@itsafisher.com]
Sent: Monday, November 14, 2016 1:02 PM
To: Olivia Jenkins <OJenkins@cityofsanluis.org>
Subject: RE: [FWD: [Scan] 2016-09-14 08:25:18]

Here are the specs for the truck, the warranty is 3 years or 36,000 miles.

Will be faxing purchase order without the rebate.

Thank you

Gunny

-------- Original Message --------

Subject: RE: [FWD: [Scan] 2016-09-14 08:25:18]

From: Olivia Jenkins <OJenkins@cityofsanluis.org>

Date: Mon, November 14, 2016 12:23 pm

To: Jorge Perez <jperez@cityofsanluis.org>, "gunny@itsafisher.com"

<gunny@itsafisher.com>

Cc: Juan Castillo <JCastillo@cityofsanluis.org>

Good afternoon Mr. Williams,

Hope all is well. We are still working on getting approval for 2016 Chev Colorado TK vehicle purchase. I'm contacting you, because our city procurement is requesting a full detailed quote, as we need this for our records and future reference.

City's procurement and legal department are advising us that the quote we received from your company cannot be used because it is not outlining the specifications, warranties, etc. in quote provided. Government/city purchases are strict and we have to demonstrate that the quote requested is for same item, and that it matches specifications, from all vendors contacted.

The purchase contract you faxed does not meet procurement guidelines…it includes transfer and title fees, which under state contract or other dealerships is not included for city vehicle purchases and the rebate is ok but it's listed as a down payment and we cannot show a down payment on city vehicle purchases.

Your prompt attention and time is greatly appreciated.

Thank you,

Olivia Jenkins, *Director*
Municipal Utilities
Billing & Collections
P O Box 3750
1090 Union Street
San Luis, Arizona 85349

(928) 341-8570
(928) 341-8549 Fax
ojenkins@cityofsanluis.org

From: Jorge Perez
Sent: Monday, November 14, 2016 10:06 AM
To: gunny@itsafisher.com
Cc: Juan Castillo <JCastillo@cityofsanluis.org>; Olivia Jenkins <OJenkins@cityofsanluis.org>
Subject: RE: [FWD: [Scan] 2016-09-14 08:25:18]

Good morning Gunny,

we finally received approval to move forward with the purchase of the Chevy Colorado. But per purchasing agent/procurement process we will need an updated quote that does not reflect document fees nor down payment. Per purchasing agent if document fees will be waived, they must not be shown on quote, same thing applies for down payment.

Could you please provide us with a new quote so that purchase order can be created and processed.

We are sorry for the delay on this matter, and very grateful with your help.

Thank you,

Jorge R. Perez, CPM
Water Meter Reader Tech | Utilities Billing & Collections
1090 E. Union Street | P.O. Box 3750 | San Luis, Az 85349
Office: (928) 341-8570 | Ext. 2028 | Fax: (928) 341-8549
jperez@cityofsanluis.org | www.cityofsanluis.org

From: Angelica Cifuentes
Sent: Thursday, September 29, 2016 7:21 AM
To: gunny@itsafisher.com
Cc: Jorge Perez <jperez@cityofsanluis.org>; Juan Castillo <JCastillo@cityofsanluis.org>
Subject: RE: [FWD: [Scan] 2016-09-14 08:25:18]

Good Morning,

Can you please provide me with a quote that does not reflect neither the document fees nor the down payment. The quote has to be as how we will be paying. Thanks

Angelica Cifuentes, CPP, CPM
Purchasing Agent III
Finance Department
(928) 341-8548 Direct Line
(928) 341-8549 Fax
acifuentes@cityofsanluis.org
www.cityofsanluis.org

From: Juan Castillo
Sent: Wednesday, September 14, 2016 9:02 AM
To: Angelica Cifuentes <ACifuentes@cityofsanluis.org>; Maria Munoz <MMunoz@cityofsanluis.org>
Cc: Jorge Perez <jperez@cityofsanluis.org>
Subject: FW: [FWD: [Scan] 2016-09-14 08:25:18]

FYI

"Originality thrives in seclusion free of outside influences beating upon us to cripple the creative mind. Be alone—that is the secret of invention: be alone, that is when ideas are

born."~ Nikola Tesla

From: gunny@itsafisher.com [mailto:gunny@itsafisher.com]
Sent: Wednesday, September 14, 2016 8:30 AM
To: Juan Castillo
Subject: [FWD: [Scan] 2016-09-14 08:25:18]

Juan, here is a purchase order that shows the taxes included, the tax is $2,029.82 the down payment of $449 is actually no money out of pocket, we charge every deal document fees but we waive the fees for Commercial customers.

Please let me know if you need anything else.

Thank you

Gunny

-------- Original Message --------
Subject: [Scan] 2016-09-14 08:25:18
From: Gunny <thomas.h.williams@roadrunner.com>
Date: Wed, September 14, 2016 8:25 am
To: gunny@itsafisher.com

--
Sent with Genius Scan for iOS.
http://dl.tglapp.com/genius-scan

Sent from my iPhone

ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT #	ADSPO12-016669			
QUOTE SENT TO:	Jorge Perez	City of San Luis		
CONTRACT VEHICLE	2016 Chevrolet	Colorado Extended Cab 2WD		
QUOTE DATE:	1/20/2016			
CONTRACT PRICE		PER ATTACHED SPECS	$	22,865.00
Additional Options				
PCN		WT Conv. Pkg Keyless, Cruise	$	445.90
LFX		3.6L V-6	$	1,123.85
B38		Full Length Vinyl Flooring		Included
Z82		Towing Equip	$	227.50
G80		Locking Rear Diff	$	295.75
Solar Tint Glass		GM Dealer	$	195.00
Delivery		Pima County	$	135.00
Sub Total			$	25,288.00
Sales Tax (8 . 3 %)			$	2,098.90
City of Phx 2016 Tax			$	30.00
Tire Tax			$	5.00
Extended Warranty				
Capital Total Each Unit			$	27,421.90

Quoted By: Gregg Ball
Midway Chevrolet Nissan Isuzu Truck
2323 W. Bell Rd.
Phoenix, Az. 85023
gball@vtaig.com
Cell 602-733-2251

Approximate Lead Time
8-12 weeks

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thanks for the opportunity!

Sands

LANCE DEMPSEY
Commercial Fleet Director
Cell: 480-707-3599
ladempsey25@yahoo.com

JORGE PEREZ
City of San Luis
928.341.8570
FAX 928-341-8549

08/16/16

2016 Chevy Colorado WT Ext Cab

Ordered Unit

MSRP:	$26,280.00
Your Price	$25,000.00
Govt Cash	-$250.00
Sub Total	$24,750.00
Window Tint	$300.00
Subtotal:	$25,050.00

Sales Tax:	$2,129.25
Trade Payoff:	
Lic. Plate Fee:	$460.00
MVD Misc:	
Tire Tax:	$5.00
Doc Fee:	$

Total Amount Financed	$27,644.25

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. E.**
Meeting Date: 12/14/2016
Department Head: Hank Green, Fire Chief, Fire Department
Submitted By: Hank Green, Fire Chief, Fire Department
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the donation of two old ambulances and the purchase of two new ambulances. **(Hank Green, Fire Chief)**

SUMMARY:

The San Luis Fire Department (SLFD) was allocated $100,000.00 to purchase and rehabilitate two used ambulances. Prudent shopping resulted in the purchase of two used ambulances from California and two very used ambulances from the City of Somerton well below the authorized budget limit. The California ambulances were placed into service on August 18, 2016. The two Somerton ambulances will provide SLFD with little else than some critical equipment included with the purchase; gurneys, power gurney loading systems, mobile radios, mobile data computer mounts and limited other durable equipment. The SLFD is requesting permission and authority to;

• Donate the ambulance vehicles purchased from the Somerton-Cocopah Fire Department, after equipment which is usable to SLFD is removed,
• Enter into a multi-year loan to finance the purchase of two new ambulances from Emergency Vehicle Group, and
• Utilize the purchasing powers available to the SLFD through the Houston-Galveston Area Council under the authority of the City of San Luis, Arizona, Code of Ordinances, Chapter 36, Section §36.09, Cooperative Purchasing.

As stated earlier, the two ambulances purchased from the City of Somerton have no value to the SLFD, beyond the durable equipment included in the purchase. These ambulances have greater than twice the miles than the two ambulances purchased from California and are less reliable. After removal of the durable equipment, their value to the City of San Luis and the SLFD will be in the good will received by donating them to an ambulance organization in Mexico. We have been talking to Emergency Vehicle Group (EVG) in Los Angeles, the authorized, factory representative and repair facility for Wheeled Coach Ambulances. EVG has provided us with a point of contact with a financial institution which has provided us with some financing options for the purchase of two new ambulances. We believe the preferred financing option is to make a down payment this year and then make payments over the next 5 to 6 years. This financing plan for purchasing requires a down payment of 10%. The total price for each ambulance is $189,645.00, a total financing package of **$379,290.00**, and a down payment of $37,929.00. A review of the Capital Program account (340-341-90000) utilized to purchase and prepare the used ambulances for service shows a remaining balance of $39,624.19 of the original allotment of $100,000.00. SLFD is requesting to (1) obtain a loan for the new ambulances, (2) make a down payment of $37,929.00 from the remaining balance in account 340-341-90000 that was allocated for the purchase of ambulances and (3) commit to the negotiated payment schedule for the life of the loan. The desired ambulances would be purchased through EVG, would be custom built and almost identical as our original “rescue squad”, which is also a Wheeled Coach vehicle. SLFD is requesting that City Council waive requirements of the purchasing and procurement process to allow the timely award of the contract and subsequent delivery of the ambulances prior to May of 2017. The purchase of MEDIC 1 was achieved

by utilization of these two sections of the Purchasing Code. If this process is approved and the ambulances are purchased as outlined, SLFD will have two brand new ambulances as front line response vehicles, fully loaded with the automated gurneys and patient loading systems, our existing 2014 ambulance as the first back-up apparatus and the two used ambulances as second back-up ambulances. The requested purchases, as outlined, will allow SLFD to begin the process of growth planning for our ambulance operations and service delivery expansion. SLFD will be requesting additional personnel and operational funds in our FY 2018 program requests to allow the staffing of SLM3 as a front line ambulance. This will allow for the constant and continuous staffing of the third ambulance on a daily basis. The third ambulance will; (1) reduce wear and tear on the front line ambulances by reducing their activity by greater than 30%, (2) reduce the activity of the two ambulance crews by greater than 30%, (3) allow SLFD to stand ready to provide timely services to 97% of the projected patients needing or requesting transportation to Yuma Regional Medical Center and (4) reduce probability of waiting for an ambulance from other than SLFD to less than 4% of our patients needing transportation.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE THAT AFTER USABLE EQUIPMENT IS REMOVED FOR USE BY THE SAN LUIS, ARIZONA FIRE DEPARTMENT, TO DONATE THE TWO AMBULANCES RECENTLY PURCHASED FROM THE SOMERTON-COCOPAH FIRE DEPARTMENT AS MAY BE DIRECTED BY THE CITY MANAGER.

B. I MOVE TO APPROVE THAT THE APPROPRIATE CITY OFFICIALS ENTER INTO A MULTI-YEAR LOAN TO FINANCE THE PURCHASE OF TWO NEW AMBULANCES.

C. I MOVE TO APPROVE THE PURCHASE OF TWO NEW AMBULANCES IN THE AMOUNT OF $379,290.00 USING THE COOPERATIVE PURCHASING OF HOUSTON GALVESTON AREA COUNCIL PURSUANT TO SAN LUIS PURCHASING CODE SECTION 36.09 AND PAYING ON THE PURCHASE THIS FISCAL YEAR A DOWN PAYMENT OF $37,929.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$37,929.00
BUDGETED:	$39,624.19
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	340-341-90000, Capital Project Budget FY17, $45,624.19

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

Capital Projects account 340-341-90000 has a balance of $45,624.19 and does not require a budget transfer for this transaction.

The total purchase is for **$379,290.00**, a multi-year loan and the down-payment is what is being requested for this fiscal year.

Attachments

Ambulance Quote
Ambulance Specification
Capital Balance Sheet
Ambulance Finance Example
HGAC BUY Membership List

November 22, 2016

Fire Chief Hank Green
City of San Luis
1165 N. McCane Ave.
San Luis, Arizona 85349

RE: Offer to Provide Two (2) Wheeled Coach Type I 1153 Ambulance(s) on 2017 Dodge 3500, 4 x 2, Diesel Powered Two Door Standard Cab Chassis

Attention: Fire Chief Hank Green

On behalf of Emergency Vehicle Group, Inc., I would like to thank you for the opportunity to provide you with the following offer for the City of San Luis to purchase Two (2) Wheeled Coach Type I 1153 Ambulance(s) on 2017 Dodge 3500, 4 x 2, Diesel Powered Two Door Standard Cab Chassis

Emergency Vehicle Group, Inc. (EVG) is proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you. Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and support for emergency vehicle products.

We proudly serve California, Arizona and Nevada and offer you premium custom products along with the best value available in the industry. EVG accomplishes this by representing Spartan ERV Apparatus, SVI Trucks, Wheeled Coach Ambulance, Road Rescue Ambulances, Lifeline Ambulances and McCoy Miller Ambulances as well as ambulance remounts and command vehicles built by EVG.

EVG employs EVT and ASE Certified Mechanics with decades of experience in servicing emergency vehicles, fire apparatus and ambulances. EVG recognizes the importance of these vehicles as a life saving device and take great pride in serving those that bravely serve and protect us. Our corporate office, remount and main service facility is located in Anaheim, CA.

Our mission is to develop long-term relationships and provide our customers with “honest, intelligent effort” in everything we do for you. We are committed to do whatever it takes to surpass customers’ expectations by continually improving upon what we do.

All of us at Emergency Vehicle Group, Inc. believe in long-term relationships and we look forward to the opportunity of working with you and the City of San Luis. I would again like to thank you for the opportunity. Each of us at EVG offer you our sincere pledge of “Honest, Intelligent Effort” in everything we do for you now, and in the future.

Sincerely,

Garett Adelman
Regional Account Manager

The Following is an Offer and Purchase Agreement for:

City of San Luis To Purchase

Two (2) Wheeled Coach Type I 1153 Ambulance(s) on 2017 Dodge 3500, 4 x 2, Diesel Powered Two Door Standard Cab(s)

November 22, 2016

Description	Qty	Price Each	Extended Price
Two (2) Wheeled Coach Type I 1153 Ambulance(s) on 2017 Dodge 3500, 4 x 2, Diesel Powered Two Door Standard Cab Chassis Chassis VIN Number(s): To Be Determined After Production Start	2	$189,065.00	$378,130.00
Document Fee	2	$80.00	$160.00
Misc Fee: (HGAC)	2	$500.00	$1,000.00
Total Purchase Price	**2**	**$189,645.00**	**$379,290.00**

This constitutes a contract for the purchase and sale of Two (2) Wheeled Coach Type I 1153 Ambulance(s) on 2017 Dodge 3500, 4 x 2, Diesel Powered Two Door Standard Cab chassis between Emergency Vehicle Group, Inc. (Seller) and the City of San Luis (Buyer) in the total amount of:

Three Hundred Seventy Nine Thousand Two Hundred Ninety Dollars and No Cents
$379,290.00

Offer based on work order/specification reference number and any associated drawing(s) as provided. A final approval work order/specification and drawing will be provided after all Pre-Construction changes are completed (if applicable). Pre-Construction changes may incur an additional cost.

Payment Terms: 100% payment of the contract is due at the time of delivery. Failure to pay the contract in full may result in interest accruing at a rate of 0.0164% compounded daily on the unpaid portion (based on a 6% annual rate). Proof of insurance and approved financing or payment will be required to execute this contract.

Delivery Time: Delivery shall be 90 days after receipt of chassis and approved work order and production drawings of the vehicle.

Signature below represents acceptance of above contract and terms:

City of San Luis:		Emergency Vehicle Group:	
			11/22/2016
Signature	Date	Signature	Date
		Garett Adelman	
Printed Name		Printed Name	
		Regional Account Manager	
Title		Title	

2883 E. Coronado St. Anaheim, CA 92806
Tel: 714-238-0110 Fax: 714-238-0120
www.evginc.net

San Luis Fire	Emergency Vehicle Group, Inc.

Exp. Date: 10/13/2016
Quote No: 10005-0001
11/22/2016 09:47:43

PART NO	S		DESCRIPTION	QTY	ID
			== Dodge,3500,4x2,SLT,6.7L,153",#1153D - 620.033 08/05/16 ==	**1**	**WC**
			CHASSIS:	**1**	**WC**
00-10-8159	S	< >	Dodge 2017 Ram 3500,4x2,SLT, 6.7L 167.5 WB, #1153D 2016-3 SR#2161087F	1	WC
			Chassis shall be a 2017 Dodge 3500		
			153.00 inches long x x 95.00 inches wide x 67.00 inches interior headroom CSB Autothrottle OEM Dual Alternators OEM Cab seats OEM Captains chairs Black rubber floor mat, std on '09+		
00-10-81SR	X	<	Afermarket Aluminum Wheels SR#2161087F	1	
			(4) Aluminum Ultra 02 Wheels (2 front, 2 rear-outer), dismounts and remounts, computer balancing This will be done by Boulevard Tire		
00-98-0012	S	<	- Flatbed Sales to add money to recap	1	WC
			CAB TO MODULE MOUNTING:	**1**	**WC**
10-10-5000		>	Bellows, Passthru, Unigrip, D1, Std	1	WC
			THROTTLE CONTROLS:	**1**	**WC**
1P-50-5100			High Idle Controls, OEM	1	WC
			HEATING/AIR CONDITIONING:	**1**	**WC**
5U-12-5000		>	Hoses, Heater, No Max, to Rear, STD	1	WC
5U-70-0526		< >	Heat/AC, D1, Combo, 12vdc/110vac, w/Coolbar, Ducted (new code)	1	WC
			CM3000 thermostat in action area.		

PART NO	S		DESCRIPTION	QTY	ID
			110vac air conditioner		
			110vac External Condenser, in Coolbar mounted on front of module.		
			110vac heat strips(approx 1700 watt)		
			12vdc air conditioner		
			12vdc External Condenser, in Coolbar mounted on front of module. Painted. Specify paint code _____		
			Note: pick warning lights separately !!		
			With IATS 30amp shoreline inlet (separate option code)		
5U-80-1000		<	Inlet, Auto Eject, 30amp, White, for 12v/110v AC unit (new code)	1	WC
			above compt "E"(unless otherwise specified)		
			BATTERY SWITCHES:	**1**	**WC**
60-22-1060		<	Battery Sw, 5min Timer, D1, Fig 5B, Batteries Under Hood	1	WC
			Activated thru OEM ignition switch timer function upon ignition "off".		
			Momentary rocker switch, on driver's side of cab console, to function as timer shutoff and also reactivate timer.		
			(2) OEM batteries under hood		
			ONLY Module power is turned on/off.		
			Chassis power is NOT turned off.		
			CONSOLES:	**1**	**WC**
7U-10-60SR	X	<	Center Cab Console, Aluminum Powder Coated	1	
			Install a custom center cab front console to the specification of the San Luis Fire Department.		
			The console shall be finished with a powder coat finish to match the cab interior		
7U-10-7000			Console, A/A, Wood, Angled	1	WC
			BULKHEAD CABINET:	**1**	**WC**
			BULKHEAD CABINET:	**1**	**WC**
TF-50-0700		<	Bulkhead,Unigrip,Pass Thru,153/170x67, Dodge (change to TF-50-0705 if 72" headroom is selected)	1	WC
TF-50-0700		<	Bulkhead,Unigrip,Pass Thru,153/170x67, Dodge (change to TF-50-0705 if 72" headroom is selected)	1	WC
			WHEELCOVERS:	**1**	**WC**
X5-10-4301		< >	Covers,Wheel,Phoenix,Dodge Ram 3500 SLT,#1146D/#1153D only	1	WC
			with Air Max Valve Extenders, std		

PART NO	S	DESCRIPTION	QTY	ID
		== Type 1 Dodge-153" Module - #1153D - 620.033 08/05/16 ==	**1**	**WC**
35-05-0005		Type 1 - 153" Module - Standard Model Series	1	WC
35-05-0010		Type 1 - 153" Module General Body Construction Spec	1	WC
35-05-0020		Type 1 - 153" Module Vehicle Body Structure Spec	1	WC
35-05-2000		INTERIOR CABINETS -Duralite Construction, Wood	1	WC
		MODULE BODIES:	**1**	**WC**
35-10-0069	<	Aisle Space, 44-45", Type 1, #1153F/#1170F/#1153D only	1	WC
		Install anti-slip decal with Wheeled Coach logo on curbside and rear stainless steel thresholds, STD		
35-10-0501	>	Headroom, 72 in. Type 1 - 153" module, #1153F/D/C	1	WC
37-00-0350	<	Coating, Scorpion X02, Per Compt, (1), Std	6	WC
		light gray		
37-00-0360		Coating, Scorpion, Rear Bumper Supports	1	WC
37-00-0500	< >	Compartments, Std, Floor 3" Drop Down from Door Opening	4	WC
		compts B1,B2,D,& E are STD drop down floor		
37-00-0600	< >	Compartments, Sweepout	2	WC
		- Compartments "A" & "F" are standard sweep out		
37-00-0710	<	Duraseam Doors, with Hidden Jambs	1	WC
		- Magnetic door switches, Standard		
37-A0-0373		A, Compt, Single Door, Hoseline, 153" Module, 72" HR, T1	1	WC
37-B1-0126	>	B1, Compt, Std, 153" Module , T1, 72"HR, #1153F/D/C only	1	WC
37-B2-0173	>	B2, Compt, Std, 153" Module, T1, 72"H.R.	1	WC
37-D0-0351	< >	D, Compt, 3/4, 153" Module, T1, 72" H.R, #1153F/D/C only	1	WC
		With single door		
37-E0-0101	< >	E, Compt, Std, 153" Module, T1, #1153F/D/C only	1	WC
		With single door		
37-F0-0151		F, Compt, Std,3/4 High,153" Module,T1,72" HR,#1153F/D/C only	1	WC
37-F0-0600	<	With Dogleg for Stairchair in Compt "F"	1	WC
		(not available when electric O2 rack is selected)		
		(this will decrease space for attend seat & cot by 5.25")		
		for stairchair		
		FUEL FILL HOUSING:	**1**	**WC**
3A-10-1000	>	Housing, Fuel Fill, Cast, F1/C1/D1/M2	1	WC
		EXTERIOR DIVIDERS:	**1**	**WC**
3F-10-1101	<	Divider, Vertical, B2, 3/16" Thick, Recessed Adj Track,Std Model only	1	WC
		(divider to be full depth if a shelf is requested)		
		compt "B2", centered.		
		SHELF- COMPARTMENT "A"/RF CABINET:	**1**	**WC**
3F-20-1000	< >	Shelf, Adjustable,(1), RF Cabt Custom	1	WC
		(1) RF Compt "A"/cabt "E1" area, centered.		

PART NO	S	DESCRIPTION	QTY	ID
		(change to cabt "E2" for Pureair 1 cabt)		
3F-20-1500	< >	Shelf, Additional, Adjustable, (1), RF Cab Custom	1	WC
		RF Compt "A"/cabt "E2" area, centered.		
		(change to cabt "E1" for combo unit cabt)		
		SHELF- COMPARTMENT "D":	**1**	**WC**
3F-40-3001	< >	Shelf, Custom, Adj, Cmpt "D", (1), Std Model only	1	WC
		at bottom of cabt "H" inside/outside access opening.		
		SHELF- COMPARTMENT "E":	**1**	**WC**
3F-50-2000	>	Shelf, Custom, Adj, Cmpt "E", (1)	1	WC
		WINDOWS:	**1**	**WC**
3P-10-5201	>	Window,Upper,CS/Slider,Rr/Fixed,Priv Tint,PAN,Std Model only	1	WC
		MODULE ENTRY DOOR HANDLES:	**1**	**WC**
3U-30-8000		Handles, Patient Entry, Trimark Black/Chrome "SafePass" STD	1	WC
		EXTERIOR COMPT DOOR HANDLES:	**1**	**WC**
3U-40-0510	>	Handle, Module Compt, Trimark, Black/Chrome, STD	6	WC
3U-60-0100	>	ELECTRIC DOOR LOCK PACKAGE OPTIONS: Click to add	1	WC
3U-60-1390	< >	Door Locks,Electric, Trimark, (1)DOOR, Entry Door	2	WC
		Module entry doors.		
3U-60-1400	< >	Door Locks,Electric, Trimark, (1)DOOR, Compt Door	6	WC
		All module compts(except battery compt) .		
		(unless other specified)		
3U-60-1500	< >	Switch,Momentary Rocker,Activate Elect Door Locks	2	WC
		(Note: will not lock/unlock Dodge cab doors)		
		Installed on C/S wall at head of S/B.		
		(unless otherwise specified)		
3U-60-2505	< >	Switch, Stealth, Cab/Mod Doors, Dodge, 2008-2010 only	1	WC
		In grille on passenger's side.		
3U-60-3000	< >	Relay Control Circuit, Electric Locks	1	WC
		(Use dropdown menu to pick #3U-60-2950 if keyless entry is required)		
3U-60-5200		Circuit, OEM Door Lock to activate Mod Doors(not Dodge)	1	WC
		DOOR HOLD OPENS:	**1**	**WC**
40-10-1611	< >	Hold Opens,Rr Doors,Cast,Grabber (2), 5.5", Std Model only	1	WC
		- Installed so doors will open as wide as possible		
		- Mount at top of doors.		
		- (relocate to bottom is backup camera is selected)		
40-10-7200		Hold Open, Gas Strut, Ext Compt, 30lb, Std	5	WC
40-10-7205		Hold Open, Gas Strut, RF Compt, 30lb, Std	1	WC
40-10-7750	<	Holdopen, Gas Strut, CS Entry Door, 35# Standard.	1	WC
		New Code Per ECN 1823		
		DOOR PANELS:	**1**	**WC**

PART NO	S	DESCRIPTION	QTY	ID
45-10-4505	< >	Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD	1	WC
		- Durasafe Design		
		- Aluminum Center Panels covered: white/red reflective tape		
		FENDER FLARES:	**1**	**WC**
4A-10-3001	>	Flare, Fender, Bright Finish, Std Model only	1	WC
		BUMPERS:	**1**	**WC**
4F-10-1105	<	Bumper,Rear,w/ Skids & Flip Up,D1,w/LED DOT lights,Std Model	1	WC
		w/ Gator Grip on flip up step.		
		RUNNING BOARDS:	**1**	**WC**
4K-10-2901		Running Boards, Std, Dodge 3500, w/ Gator Grip, #1153D	1	WC
		SKIRTRAILS	**1**	**WC**
4U-10-9200		Skirtrails,Extruded Rubber w/Refl Tape,146-153" Module	1	WC
4U-10-9500		Tape, Reflective, White, For Extruded Rubber Skirtrails	1	WC
		STONE GUARDS (FRONT):	**1**	**WC**
4U-11-2000		Stone Guard, Front, Dia Plate, 13.38"	1	WC
		KICKPLATES (w/STD. REAR STONEGUARDS):	**1**	**WC**
50-10-2105		Kickplate, W/Recess, No Light Holes,Duraseam	1	WC
55-10-3000	<	Holder, License Plate, Cast, C30002, STD	1	WC
		- in rear kick plate, centered		
		SILL PROTECTORS	**1**	**WC**
55-30-4001		Sill Protectors, Stainless, All Compts, Std Model only	1	WC
		MUD FLAPS:	**1**	**WC**
5A-10-1001		Mud Flaps, Rear, W/Logo, Std Model only	1	WC
		PAINT/BELTS:	**1**	**WC**
5F-10-3200	< >	Paint, Entire Unit, 20% Upch	1	WC
		Color: Red		
		Sikkens paint code #FLNA 30009		
		Please see reference picture on server. Note top of mod and cab white.		
		Send sprayout for approval to:		
		_____		
		_____		
		_____		
		_____		
		Do Not paint unit until sprayout is approved !!!!		
5F-10-4801	<	Paint, Belt, None, Std Model only	1	WC
		Cab & Module, all white, std.		
		DECAL PACKAGES INSTALLED:	**1**	**WC**
5P-10-5001		Roof Star, White Border, Installed, Std Model Only	1	WC
		ELECTRICAL SYSTEM: Circuitboard	**1**	**WC**
		COAX CABLES/ANTENNAS:	**1**	**WC**
65-30-6500	< >	Base- Antenna, Motorola Mount, W/Coax	2	WC
		From antenna base located:		
		(1) Behind passenger seat		

PART NO	S	DESCRIPTION	QTY	ID
		(1) Behind passenger seat		
		12VDC POWER SOURCES & OUTLETS:	**1**	**WC**
6A-22-200E	< >	Outlet, Cigar Lighter, STD, (2), A/A	1	WC
		- on standard 20-amp ignition hot circuit. ("elect batt sw")		
6A-22-5200	<	Outlet, Kussmaul, USB Dual Port, 5VDC, 3 Amp output, switch panel location ILOS	1	WC
		Located in the cab switch panel per Electrical Engineering		
6A-22-5250	<	Outlet, Kussmaul, USB Dual Port, 5VDC, 3 Amp output, switch pane Style, IATS	1	WC
		Location in the Action area switch panel.		
6A-23-3800	< >	Power Source,12 VDC,40 Amp (+-)	2	WC
		Locations:		
		(1) Behind passenger seat - Ignition Hot		
		(1) Behind passenger seat - Constant Hot		
		BUSS BARS	**1**	**WC**
6A-24-1100	< >	Buss Bar Assembly (+/-), 5 Position,	2	WC
		Locations:		
		(1) Behind passenger seat - Ignition Hot		
		(1) Behind passenger seat - Constant Hot		
		SHORELINE INLETS:	**1**	**WC**
6F-90-4101	< >	Super Auto Eject,20 amp, ILOS, White, Std Model Only	1	WC
		- with white cover; mounted above compartment "E"		
		110 VAC OUTLETS:	**1**	**WC**
6K-40-1000	<	Outlet, 110 VAC, Duplex, (2), STD	1	WC
		- (1) outlet in action area		
		- (1) outlet in the RF Cabinet "E1", wall #2, upper right.		
		(change to cabt "E2" for Pureair 1 cabt)		
7F-10-9000	< >	Inverter/Charger, Vanner 20-1050CUL-DC	1	WC
		- Mounted on fixed shelf or ceiling in Compartment "E"		
		GAUGES/METERS:	**1**	**WC**
D0-10-6500	<	Alarm, Low Voltage, Audio/Visual	1	WC
		Light in cab console and Buzzer in cab.		
D0-10-7000		Voltmeter, OEM, In Dash	1	WC
		SIREN SPEAKERS:	**1**	**WC**
DF-10-1262	<	Siren Speakers, Dodge Ram SLT, 2011+	1	WC
		Thru Front Bumper		
		SIRENS:	**1**	**WC**
DK-10-1400	>	Siren, Whelen, WS-295-SLSA1, Standard	1	WC
		SWITCHING OPTIONS FOR AIR HORNS & SIRENS:	**1**	**WC**

PART NO	S		DESCRIPTION	QTY	ID
DP-11-1000			Switch, Siren/Horn Thru Horn Ring	1	WC
			AUDIBLE ALARMS:	**1**	**WC**
F0-11-3501			Alarm, Back-Up, Auto Reset, Std Model only	1	WC
			VEHICLE EXTERIOR LIGHTING	**1**	**WC**
FU-35-01SR	X	<	Opticom, GTT 794 SR#216875F SO-OPTI-331034 GTT #794H LED Opti-Com Emitter installed on the bottom of the Cool-Bar IATS	1	
			WHELEN FLANGES FOR 9E SERIES LIGHTS:	**1**	**WC**
FU-38-0100			Flange, Super 9L, #90FLANGC, (1) Each	16	WC
		>	**WHELEN SUPER LED 9L STEADY BURN LIGHTS T1,3,9:**	**1**	**WC**
FU-40-0505		< >	Light, 9L, Super LED, Whelen, Red,Clear Lens,ILOS, 90RR5SCR Locations: (2) Front upper corners (2) Streetside upper corners (2) Curbside upper corners (2) Rear upper corners Comet Flash 75	8	WC
FU-40-0507		< >	Light, 9L, Super LED, Whelen, Red,Clear Lens,IATS, 90RR5SCR Locations: (4) Front wall of module in positions #2, #3, #5 and #6 (2) Rear at window level, centered Comet Flash 75	6	WC
FU-40-0510		< >	Light, 9L, Super LED, Whelen,Amber,Clear Lens,ILOS, 90AA5SCR Locations: (1) Rear centered above the rear doors Comet Flash 75	1	WC
FU-40-0514		< >	Light, 9L, Super LED, Whelen, Clear, ILOS, 90CC5SCR Location: (1) Center front wall in position #4 Comet Flash 75	1	WC
			5 SERIES(LIN6) NON-SPLIT LED LIGHTS:	**1**	**WC**
H4-06-5712		< >	Light,5L LIN6,Whelen,Red,Clear Lens,50R02ZCR,Std, F1/D1 Only Locations: (2) Dodge OEM grille lights (2) Front intersection lights	4	WC

PART NO	S	DESCRIPTION	QTY	ID
H4-06-5715	< >	Light, 5L LIN6, Whelen, Red, Clear Lens,50R02ZCR, IATS Locations: (2) Rear above wheel wells	2	WC
		WHELEN 5E FLANGES/HOUSINGS:	**1**	**WC**
H4-10-0044	>	Housing, 5L Series, #5LSMAC, (1),Std, F1/D1 Only	4	WC
H4-10-0045	>	Housing, 5L Series, #5LSMAC, (1)	2	WC
		CORNER CAP LIGHTS	**1**	**WC**
HF-11-6049	<	Corner Cap Lts,Multi-LED,(2)Amber(2)Red w/Flashers,Std Model - High intensity flashers; thru separate switch	1	WC
		CLEARANCE LIGHTS:	**1**	**WC**
HF-12-9100		Light, Clearance, Amber LED, ILOS	3	WC
HF-12-9601	<	Light, Clearance, Red LED, Std Model only - On rear as clearance lights.	3	WC
		SCENE AND LOAD LIGHTS	**1**	**WC**
HK-20-110M	<	Light, LED, Whelen, Clear, #9SC0ENZR, 24 LED, ILOS, (1) W/ Chrome Flange (new code) (2) each side as scene lights	4	WC
HK-20-130M	<	Light, LED, Whelen, Clear, #9SC0ENZR, 24 LED, ILOS, (1) W/ Chrome Flange (new code) (2) on rear as load lights	2	WC
HK-20-7100	>	Scene Lights, C/S, Activated W/C/S Door	1	WC
		WARNING LIGHT FLASHERS	**1**	**WC**
HU-24-6400	< >	Flasher, Vanner, 9860GCPE, Standard Flash Pattern will be Dual Burst unless otherwise Noted Rated at 140 total amps with one flasher for Halogen, LED and Selectable lamps. (Available flash Patterns are Single Burst, Dual Burst, Triple Burst, and Quad Burst.)	1	WC
		HARNESS LAYOUT:	**1**	**WC**
J5-12-0000		Halogen, " E " Spec, Vanner	1	WC
		STOP/TURN/TAIL LIGHTS:	**1**	**WC**
JA-10-1200		Light, License Tag, (2), Trucklite #15205 LED, ILOS	1	WC
JA-13-8012	<	Tailights, Whelen,LED Stop/Tail,Turn & LED Backup, w/ WC logo, ILOS - Brake- Alert Flash before the steady Burn - Turn Arrow – sequential arrow - Replace backup with 700 LED	1	WC

PART NO	S	DESCRIPTION	QTY	ID
		MODULE OVERHEAD HEADLINER:	**1**	**WC**
JK-10-5506		Headliner, Flat, Expanded PVC, with (8) HVAC Ducts	1	WC
		12VDC INTERIOR LIGHTING:	**1**	**WC**
JP-10-0611	<	Lights, Dome, LED, Whelen,White Flng, (4) S/S, (3) C/S, ILOS	1	WC
		NOTE: NO VISABLE FASTENERS OR HOLES.		
JP-10-0621	<	Light, Dome, LED, Whelen,White Flng,(1) IATS	1	WC
		Location _____?		
		NOTE: NO VISABLE FASTENERS OR HOLES.		
JP-10-7015		Light, Stepwell, LED, Whelen #TOCACCCR, 2in, ILOS	1	WC
JP-10-8020		Light, Kinequip #621224W, LED, In A/A ILOS	1	WC
		LIGHTS & MISCELLANEOUS:	**1**	**WC**
JR-50-1401		Spotlight, Blue Eye, 400,000 CP, Std Model only	1	WC
JR-50-2800		Light, Compartment, 2" Incandescent, (1) Each	6	WC
JR-50-2880	<	Lighting, Compt, LED Hi-Brite Flex, ILOS	1	WC
		both vertical edges near door jambs, compts "A", "B1", "B2", "D", "E", & "F". Retain 2" O2 light.		
JR-50-2950	<	Light, LED, Compt, Whelen #TOCACCCR, 2in, ILOS	1	WC
		Location:		
		(1) Compartment "F" oxygen light, ILOS		
JR-60-2003	< >	Timer, Momentary Sw,15 Minute, Constant Hot, Std Model only	1	WC
		(must have ECX timed battery switch with this option)		
		Mount switch on C/S wall at the head of the squad bench in the standard location. Switch to allow activation and also deactivation. Wire to fluorescent lights in liner.		
JR-70-0005	<	Light, in Circuit Board Area, for Electrical Troubleshooting	1	WC
		- with integral switch; wired constant hot.		
		SUCTION PUMPS:	**1**	**WC**
LP-10-0500		Suction Pump, Standard	1	WC
		INSULATION:	**1**	**WC**
LU-10-3001	< >	Insulation, Severe Weather Package	1	WC
		one inch block foam in modular walls and roof covered with reflective insulation.		
		Under Floor to be Spray Foam insulated after the production assembly process is complete by 24/7.		
		All edges of reflective insulation on walls and ceiling must be taped, std.		
		GRABRAIL(S)/GRABHANDLES:	**1**	**WC**
N0-10-9101	<	Grabrail,Overhead,117",Handicap Style,Yellow,Std Model Only	1	WC
		Yellow Powder Coat Finish		

PART NO	S		DESCRIPTION	QTY	ID
N0-10-9703	<		Handrails,(3),Custom "L" Shape,1",Yellow,Entry Drs,Std Model	1	WC
			- Yellow Powder Coat Finish Stainless Steel Grab Handles		
			O2 CYLINDER RACKS:	**1**	**WC**
NA-10-2500		>	Rack, Cylinder, Ziamatic, "M", QRM-2	1	WC
			O2 SYSTEMS COMPLETE:	**1**	**WC**
NF-50-1001	<	>	O2 Sys,LF,(2)O2/(1)Vac Port A/A,(1)O2 C/S, Std Model only	1	WC
			Ohio style		
			(2) oxygen outlets in action area		
			(1) vacuum port in action area		
			(1) oxygen outlet curbside wall at head of squad bench		
			O2 SYSTEM PARTS:	**1**	**WC**
P0-59-7500	<		Regulator, Oxygen Cylinder, Preset 50PSI, Installed	1	WC
			(new code)		
			SUCTION CONTAINERS:	**1**	**WC**
PA-10-7001		>	Regulator/Holder, SSCOR 22000, Std Model only	1	WC
			COT MOUNTS:	**1**	**WC**
PF-26-3100	<		Cot Mount, Stryker #6377, Dual Position - Change Notice 8- NOT COMPLIANT	1	WC
			Specify cot model _____		
PF-35-4200		>	Cot Mount, Stryker, Mods, Rear Safety Hook Installed	1	WC
PF-36-0000	<		Non-Compliance to SAE J3027 Patient Cot Mount Notice	1	WC
			SPECIAL NOTE:		
			The Litter Fastener/Anchorage you have selected for this order does not meet the performance requirements of the SAE J3027 Recommended Practice for Ambulance Litter Integrity, Retention and Patient Restraint.		
			Section 3.11.6 of KKK-A-1822F as revised July 1,2015 specifically relates to Litter Fasteners and Anchorage and requires the installed fastener for wheeled cots to meet the performance requirements of SAE J3027 Recommended Practice for Ambulance Litter Integrity, Retention and Patient Restraint.		
			IV HOOKS:	**1**	**WC**
PP-20-1000	<	>	IV Hook, Perko, (1), W/Straps, STD	2	WC
			curbside and streetside standard locations		
			MISC. INSTALLED HARDWARE/EQUIPMENT:	**1**	**WC**
R5-11-2010	<		Net, Squad Saver, at Head of Squad Bench, 2" Straps, Black	1	WC
			attached to floor at head of squad bench, CS wall and overhead liner with removable latches.		
R5-11-5700	<		Seatbelt, Assy, (6) Point, (1) EA - Change Notice 8 -Compliant	3	WC
			(1) for CPR side seat (if Required)		
			(2) for squad bench (Standard		

PART NO	S		DESCRIPTION	QTY	ID
			MODULE INTERIOR	**1**	**WC**
RU-05-0000			Interior Cabinets - Duralite Construction, Wood	1	WC
			MICA COLOR:	**1**	**WC**
RU-10-3010			Mica, Gray Pampas #4168-01, High Gloss	1	WC
			SUB FLOORING:	**1**	**WC**
RZ-99-0050			Flooring, Wood, Type 1, Std	1	WC
			FLOORING:	**1**	**WC**
T0-11-8201			Flooring, Lonplate II,Gunpowder Grey #424TX, Std Model only	1	WC
			SEAMLESS ATTENDANT SEATS:	**1**	**WC**
T5-10-5111		<	Seat, Attendant, EVS, Child,Gunmetal #1880CB, Std Model only	1	WC
			Vacuum formed EVS1880CB w/ 3 point seatbelt.		
			Integrated child safety seat.		
			Mounted metal box base.		
			ATTENDANT SEATS	**1**	**WC**
T5-11-4505		>	Door, Diamond Plate, EVS Seat Base, w/Louvers	1	WC
			SEAMLESS UPHOLSTERY:	**1**	**WC**
T5-25-0500			Uph, Smless, Gunmetal,No Bio,No Post & Wheel	1	WC
			O2 DOOR:	**1**	**WC**
TK-10-5010			Lexan Flaps, Hinged Left Side, Fixed Right Side, Std	1	WC
			GLOVE HOLDERS:	**1**	**WC**
TN-20-1001		<	Cabinet, Glove Box Holder,(3),Above C/S door, Std Model only	1	WC
			(narrows cabt "E1" on Pureair 1 w/low headroom)		
			RIGHT FRONT CABINET:	**1**	**WC**
TU-20-2200			Cab,RF,Combo,No Healthguard, for Rollup Door	1	WC
TU-20-22SR	X	<	Mermaid MK747 Climate Controlled Med Box	1	
			SR#2161087F		
			SO-MK747-361198 Mermaid MK747SS Climate controlled cabinet installed in the RF cabinet, lower section Specifiy offset to the left or right side AND left or right hinge ILOS		
			RF CABINET DOORS W/COMBO A/C	**1**	**WC**
TU-20-8600		< >	Door, RF ,Robinson Roll-up, Non GSA ,24.25W x 44.5H	1	WC
			Please Note: This roll-up door shall only be for Cabinet "E1" only		
V0-11-6200			Latch,Lever,No Key,For EVS Door only	1	WC
V0-14-1001		>	Latch, Lever, W/Key, Installed, "L" Cabt Wood Door	1	WC
			SQUAD BENCH:	**1**	**WC**
V5-20-1801			Squad Bench, Bio-Waste @ Head, 153", Std Model only	1	WC
			LID 149/153 INCH BOX:	**1**	**WC**
V5-60-2200		>	Lid, Squad Bench, 50/50 W/Bio-Waste	1	WC
			HARDWARE:	**1**	**WC**
V5-80-1005			Handle, Trimark, Squad Bench, STD	2	WC
V5-82-2500			Strut, Gas, 60 LB, Installed, ILOS, Mods	2	WC
			CURBSIDE SPLINT CABINET 149/153 INCH BOX:	**1**	**WC**
VA-40-0550			Curbside Splint Cabt, None	1	WC
			CURBSIDE REAR CABINET:	**1**	**WC**
VF-20-3110			Cabinet, Curbside Rear, Standard, 153 In, 72" HR	1	WC
			CABINET H, BASEWALL 149/153", T1 & T3	**1**	**WC**

PART NO	S		DESCRIPTION	QTY	ID
VH-H0-0400			H, Cabinet, Deleted	1	WC
			CABINET I, BASEWALL 149/153", T1 & T3	**1**	**WC**
VH-I0-0400			I, Cabinet, Deleted	1	WC
			CABINET M, BASEWALL 149/153", T1 & T3	**1**	**WC**
VH-M0-0100			M, Cabinet, 1/2 height, std	1	WC
			CABINET O, BASEWALL 149/153", T1 & T3	**1**	**WC**
VH-O0-0100			O, Cabinet, full height, std	1	WC
			CABINET CPR, BASEWALL, 149"-170", T1 & T3	**1**	**WC**
VH-Q0-0101			CPR, side seat, Std Model only	1	WC
VH-Q0-0301			CPR, side seat, flip up lid, Std Model only	1	WC
			CABINET J, STREETSIDE UPPER 149/153", T1 & T3	**1**	**WC**
VI-J0-0150		>	J, Cabinet, Combined with K	1	WC
			CABINET L, STREETSIDE UPPER 149/153", T1 & T3	**1**	**WC**
VI-L0-0251		<	L,Cabts,L1 in Angled Area,L2 std,3/4 F,72"HR, Std Model only with adj shelf in "L2"	1	WC
			BASEWALL DOORS:	**1**	**WC**
VK-16-1000			Cab M, Gray Lexan Slider	1	WC
VK-16-5000			Cab O, Gray Lexan Slider	1	WC
VK-17-6200		< >	Restocking Feature, (1) cabinet, (2) Gas Strut, 20lbs,ILOS	1	WC
			With 2 Perko elbow latches for closure.		
			installed on the following cabinets:		
VK-17-6200		< >	Restocking Feature, (1) cabinet, (2) Gas Strut, 20lbs,ILOS	1	WC
			With 2 Perko elbow latches for closure.		
			installed on the following cabinets:		
			ACTION AREA 149/153 INCH BOX:	**1**	**WC**
VP-10-1002			Cab,A/A,W/O Biowaste, Rounded Corner, Type 1	1	WC
			TELEMETRY AREA WORK SURFACE	**1**	**WC**
VP-10-5462		<	Telemetry Tray, Poured, Gray, Narrow, 50" Aisle, Type 3 **only for 50" aisle space units**	1	WC
			ACTION AREA WORK SURFACE	**1**	**WC**
VP-10-5914		>	A/A Tray, 149"-170", W/O Bio, Poured, Gray	1	WC
VP-15-8500	X		Writing Tray , Slide Out Under Action Area Tray	1	
VU-14-4000		>	Shelf, Interior, Adj, in Cabinet:	1	WC
VU-14-4000		>	Shelf, Interior, Adj, in Cabinet:	1	WC
VU-14-4001		< >	Shelf Track, Cabt, #HA24663, Upgrade, Std Model only ("C" channel/exterior shelf style track)	4	WC
			This option may require quantity adjustment		
VU-15-9000		<	Cab "L1" Wood Door	1	WC
			hinged on right.		
VU-16-3000			Cab "L2" Gray Lexan Slider	1	WC
			SHIP LOOSE ITEMS:	**1**	**WC**

PART NO	S	DESCRIPTION	QTY	ID
YY-00-0001	>	Bracket, Spare Tire Mounting, Ship Loose	1	WC
YY-10-6400		Ship Loose, W.C. Standard Items	1	WC
YY-13-3000	>	Spare Tire, OEM only, Ship Loose	1	WC
		WARRANTIES	**1**	**WC**
ZZ-10-0101		Warranty, Conversion, 12 Month	1	WC
ZZ-10-0201		Warranty, Paint, 60 month Prorated, Standard	1	WC
ZZ-10-0300		Warranty, Structural, 15 Years, Std., Mods	1	WC
ZZ-10-0601		Warranty, Limited Electrical	1	WC
ZZ-10-0701		Warranty, Cabinet Construction	1	WC
ZZ-ZZ-0200	>	End Of Order	1	WC

340-341-90000	
SLM2	50,000.00
SLM3	50,000.00
purchase of two ambulances and shipping	(31,775.00)
portable fire extinguishers	(155.27)
Sign Masters lettering	(2,536.00)
Sign Masters unit ID	(411.97)
Truck Mates - window tint	(323.07)
LED Light bars	(2,060.00)
purchase of SCFD ambulances	(14,999.00)
pending: YRCS, 2 radios	(8,115.50)
Capital Project balance	**39,624.19**
2017 Dodge ambulance w/STRYKER and cooler box, each	189,645.00
extension price (x 2)	379,290.00
down payment, 10% of financed price	**37,929.00**
	1,695.19

REPUBLIC FIRST NATIONAL

2525 West State Road 114
Rochester, IN 46975
(800) 700-7878
Fax: (800) 865-8517

www.republicfirstnational.com

August 24, 2016

To:	Garett Adelman
Vendor:	Emergency Vehicle Group, Inc.
From:	Stephanie Kovaleski
Customer:	City of San Luis

Thanks for the opportunity to give you a quote on your latest project!

Equipment:	Two (2) New Ambulances
Unit Cost:	$300,000.00
Down Payment:	$30,000.00
Net Financed:	$270,000.00
Frequency of Payments:	Annual

Term:	3	4	5
Payments:	$95,176.23	$72,514.22	$58,937.23
Factor:	.35251	.26861	.21831
APR:	2.85%	2.93%	2.99%

Delivery Date:	To be determined
First Payment Due:	August, 2017

The lease is to be executed within 14 days of the equipment purchase contract. The quote is subject to acceptance of our documentation and credit approval. Payments and rates reflect pre-application of escrow earnings and manufacturer discounts (if any); and are based upon vendor payments being made no earlier than above dates. Rates are subject to change with Treasury Bills of like-maturity prior to funding. The lease must qualify for Federal Income Tax Exempt status for the Lessor.

Sincerely,
Republic First National Corporation

Stephanie Kovaleski
stephanie@rfnonline.com

REPUBLIC FIRST NATIONAL

2525 West State Road 114
Rochester, IN 46975
(800) 700-7878
Fax: (800) 865-8517

www.republicfirstnational.com

August 24, 2016

To:	Garett Adelman
Vendor:	Emergency Vehicle Group, Inc.
From:	Stephanie Kovaleski
Customer:	City of San Luis

Thanks for the opportunity to give you a quote on your latest project!

Equipment:	One (1) New Ambulance
Unit Cost:	$150,000.00
Down Payment:	$15,000.00
Net Financed:	$135,000.00
Frequency of Payments:	Annual

Term:	3	4	5
Payments:	$47,717.91	$36,397.26	$29,638.65
Factor:	.35351	.26961	.21951
APR:	2.99%	3.09%	3.19%

Delivery Date:	To be determined
First Payment Due:	August, 2017

The lease is to be executed within 14 days of the equipment purchase contract. The quote is subject to acceptance of our documentation and credit approval. Payments and rates reflect pre-application of escrow earnings and manufacturer discounts (if any); and are based upon vendor payments being made no earlier than above dates. Rates are subject to change with Treasury Bills of like-maturity prior to funding. The lease must qualify for Federal Income Tax Exempt status for the Lessor.

Sincerely,
Republic First National Corporation

Stephanie Kovaleski
stephanie@rfnonline.com

HGACBuy THE SMART PURCHASING SOLUTION | LOGIN

GENERAL PURPOSE & EMERGENCY VEHICLES | INFRASTRUCTURE EQUIPMENT & SERVICES | COMMUNICATIONS EQUIPMENT & SERVICES | GROUNDS FACILITIES & PARKS EQUIPMENT | PUBLIC WORKS EQUIPMENT | EMERGENCY EQUIPMENT & SUPPLIES | CONSULTING LEASING & STAFFING SERVICES | EMERGENCY PREPAREDNESS & DISASTER RECOVERY | COOPERATIVE ENERGY PURCHASING

You are here: Home > Information About The Program > List of End Users

INFORMATION ABOUT THE PROGRAM

LIST OF END USERS

Alabama | Alaska | Arizona | Arkansas | California | Colorado | Connecticut | Delaware | District of Columbia | Florida | Georgia | Idaho | Illinois | Indiana | Iowa | Kansas | Kentucky | Louisiana | Maine | Maryland | Massachusetts | Michigan | Minnesota | Mississippi | Missouri | Montana | Nebraska | Nevada | New Jersey | New Mexico | New Hampshire | New York | North Carolina | North Dakota | Ohio | Oklahoma | Oregon | Pennsylvania | Rhode Island | South Carolina | South Dakota | Tennessee | Texas | Utah | Vermont | Virginia | Washington | West Virginia | Wisconsin | Wyoming |

End User	City
Arizona	
Arizona Bridge to Independent Living - ABIL	Phoenix
Arizona Tribal Community Financial Institution (AZ)	Phoenix
Blue Ridge Fire District (AZ)	Happy Jack
Bullhead City Fire District (AZ)	Bullhead City
Central Arizona Fire & Medical Authority (AZ)	Prescott Valley
Central Arizona Water Conservation District (AZ)	Phoenix
CHEEERS, Inc. (AZ)	Phoenix
City of Apache Junction (AZ)	Apache Junction
City of Avondale (AZ)	Avondale
City of Benson (AZ)	Benson
City of Buckeye (AZ)	Buckeye
City of Casa Grande (AZ)	Casa Grande
City of Chandler (AZ)	Chandler
City of Coolidge (AZ)	Coolidge
City of Cottonwood (AZ)	Cottonwood
City of Douglas (AZ)	Douglas
City of El Mirage (AZ)	El Mirage
City of Eloy (AZ)	Eloy
City of Glendale (AZ)	Glendale
City of Goodyear (AZ)	Goodyear
City of Kingman (AZ)	Kingman
City of Maricopa (AZ)	Maricopa
City of Nogales (AZ)	Nogales
City of Page (AZ)	Page
City of Peoria (AZ)	Peoria
City of Phoenix (AZ)	Phoenix
City of Prescott (AZ)	Prescott
City of Safford (AZ)	Stafford
City of San Luis (AZ)	San Luis
City of Scottsdale(AZ)	Scottsdale
City of Sedona (AZ)	Sedona
City of Show Low (AZ)	Show Low
City of Sierra Vista (AZ)	Sierra Vista
City of Somerton (AZ)	Somerton
City of Surprise (AZ)	Surprise
City of Tempe (AZ)	Tempe
City of Tolleson (AZ)	Tolleson
City of Willcox (AZ)	Willcox
City of Yuma (AZ)	Yuma
County of Cochise (AZ)	Bisbee
Daisy Mountain Fire District (AZ)	Phoenix
Diocesan Council for the Society of St. Vincent De Paul of Phoenix (AZ)	Phoenix
Forest Lakes Fire District (AZ)	Forest Lakes
Fort Mojave Mesa Fire District (AZ)	Fort Mojave
Fountain Hills Sanitary District (AZ)	Fountain Hills
Golder Ranch Fire District (AZ)	Tucson
Habitat for Humanity Central Arizona (AZ)	Peoria
Harquahala Valley Fire District (AZ)	Tonopah
HOPE-Helping Ourselves Pursue Enrichment, Inc. (AZ)	Tucson
Housing Our Communities, Inc. (AZ)	Mesa
Kaity:s Way (AZ)	Phoenix
Lake Havasu City (AZ)	Lake Havasu
Metro Water District (AZ)	Tucson
Mohave County (AZ)	Kingman
Mohave Valley Fire District (AZ)	Mohave Valley
Native American Connections Inc. (AZ)	Phoenix
Northwest Fire District (AZ)	Tucson
Picture Rocks Fire District (AZ)	Tucson
Pima County (AZ)	Tucson
Pinal County (AZ)	Florence
Pinal Gila Community Child Services, Inc. (AZ)	Coolidge
Rincon Valley Fire District (AZ)	Vail
S.T.A.R.-Stand Together and Recover Centers. Inc.(AZ)	Phoenix
Santa Cruz County (AZ)	Nogales
Sedona Fire District (AZ)	Sedona
SMMHC, Inc	Apache Junction
South Arizona Association for the Visually Impaired Inc. (AZ)	Tucson
Southwest Indigenous Woman:s Coalition (AZ)	Mesa
Sun City Fire District (AZ)	Sun City
Sun City West Fire District (AZ)	Sun City West
Sun Lakes Fire District (AZ)	Sun Lakes
Sunsites-Pearce Volunteer Fire Department (AZ)	Pearce
The Griffin Foundation School District (AZ)	Tucson
Town of Camp Verde (AZ)	Camp Verde
Town of Cave Creek (AZ)	Cave Creek
Town of Florence (AZ)	Florence
Town of Gilbert (AZ)	Gilbert
Town of Guadalupe (AZ)	Guadalupe
Town of Marana (AZ)	Marana
Town of Oro Valley (AZ)	Oro Valley
Town of Paradise Valley (AZ)	Paradise Valley

Town of Parker (AZ)	Parker
Town of Payson (AZ)	Payson
Town of Prescott Valley (AZ)	Prescott Valley
Town of Queen Creek (AZ)	Queen Creek
Town of Sahuarita (AZ)	Sahuarita
Town of Wellton (AZ)	Wellton
Town of Wickenburg (AZ)	Wickenburg
Tucson Airport Authority (AZ)	Tucson
Verde Valley Fire District (AZ)	Cottonwood
Yavapai County (AZ)	Prescott
Yuma County (AZ)	Yuma

Back to Top

Copyright © 2016 H-GAC. All Rights Reserved.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. F.**
Meeting Date: 12/14/2016
Department Head: Hank Green, Fire Chief, Fire Department
Submitted By: Hank Green, Fire Chief, Fire Department
Action Requested: Motion

ITEM:

Discussion on any and all matters regarding Fire Department purchase of Image-Trend software to interface with Computer Aided Dispatch and emergency medical service reports. **(Hank Green, Fire Chief)**

SUMMARY:

The San Luis Fire Department (SLFD) is requesting authorization to purchase a software system and to waive the requirement to request three verbal quotes for this purchase, as allowed under the City of San Luis Purchasing Code § 36.01(H). Software is unique by nature and as such is copyrighted. For this reason and the following reasons as to why this particular software is unique, a search for three verbal quotes would be futile. The software requested will allow the interface of our computer aided dispatching (CAD) system with hardware/software for use in the field to initiate patient care documentation. This software is specifically developed to auto-populate incident information (date, time, run number, etc.) into the patient care report (PCR) and when completed, upload our PCR data to the Arizona Department of Health Services-Bureau of Emergency Medical Services and Trauma Systems (AzDHS-BEMSTS) data base for research and ambulance service provider compliance. AzDHS-BEMSTS has utilized Image-Trend as their data gathering and data analysis program. There is no value to SLFD purchasing any other similar software, since their integration and reporting features would not be compatible with existing software, data analysis and reporting systems. Some additional features about using Image-Trend is that the specific reporting software is free for us to use, but the interface software we are purchasing will allow the annual update to continue to allow interaction and interface between our CAD and the current reporting software. Additionally, this software has the ability to allow our billing agent and Yuma Regional Medical Center to access our reports. The access, by either party, is accomplished under a secured system log-on and facilitates both the review of patient care reports and ambulance service billing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF IMAGE-TREND SOFTWARE IN THE AMOUNT OF $6,750.00 FOR THE SAN LUIS FIRE DEPARTMENT.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$6,750.00
BUDGETED:	12000.00
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	340-341-90000, Capital Projects Budget FY17, $12,000.00

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

Account # 340-341-90000 Capital Projects has a balance of greater than $6,000.00 to cover the reallocation/transfer for this purchase.

Attachments

Image Trend Quote

Ship To:
Johnnie Morris
San Luis Fire Department
767 N 1st Ave
San Luis, AZ 85349
(928) 341-8550
JMorris@cityofsanluis.org

Bill To:
Same as Ship To

IMAGETREND®
Quote

CAD Integration to AZ State Elite Site

Salesperson	Quote Number	Date
Jason Bonham	JB-418	September 28, 2016

Description		Qty	Unit Price	Total
Software				
Exports / Integrations				
CAD Integration	*EMS*	1	$5,000.00	$5,000.00
Vendor:	*New World*			
CAD Annual Support and Hosting		1	$1,750.00	$1,750.00
			TOTAL Year 1	**$6,750.00**
			***Annual Fees after Year 1**	**$1,750.00**

Terms of Agreement

·The above mentioned items will be invoiced upon quote signature with payment terms of net 30 days.

- The recurring annual fees will be billed annually in advance.
- ImageTrend's license, annual support and hosting are based on 4,000 annual incidents as provided by Client.
- This proposal is valid for 90 days.

IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.

DISCLAIMER: This quote creates no legal obligations. *This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations.* ***A fully executed Contract Agreement will be required to be completed before an order is processed.***

Approved As:
ImageTrend, Inc.

San Luis Fire Department

Initials *Dated*

If you have any questions regarding this proposal, contact:
Jason Bonham at 952-469-6174 or jbonham@imagetrend.com
Amy Holmes at 952-469-6168 or aholmes@imagetrend.com
contracts@imagetrend.com
Thank you for your business!

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. G.**

Meeting Date: 12/14/2016

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion on any and all matters regarding the purchase of portable radio equipment for the Fire Department. **(Hank Green, Fire Chief)**

SUMMARY:

The San Luis Fire Department (SLFD) is requesting authorization to re-allocate its funding authority to purchase minor radio equipment to extend the service life of our portable radio equipment. The radio equipment currently in use by SLFD is reaching the end of its 10 year service and support lifespan. The City of Yuma Fire Department has submitted two grant applications to the Assistance to Firefighters Grant (AFG) on behalf of the Yuma Regional Communications Systems (YRCS) in 2014 and 2015. The scope of these grants would have replaced all mobile and portable radios currently in use by the City of Yuma Fire Department, the City of San Luis Fire Department, the Somerton-Cocopah Fire Department and the Town of Wellton Fire Department. Neither grant applications were funded; the 2015 application status notice is included in this packet. The equipment we are requesting will provide new batteries, desk top chargers and battery conditioning chargers to extend the short-term life of these radios. The SLFD will continue to work with YRCS regarding the large scale purchase and replacement of all of our radios but until such a project can be funded, SLFD will be able to extend the use of these radios with the requested equipment. In Fiscal Year 2016-2017, SLFD received authority to spend $21,010.00 as our portion of the grant match funds required of the recipients of the AFG. As stated, the grant will not be funded. Therefore, SLFD is requesting authority to spend an amount not to exceed **$4,700.00** of this allocation on portable radio batteries, desk top and a gang charger. Fire Chief Paul De Anda of the Somerton-Cocopah Fire Department has assumed the lead for another grant application for the 2016 AFG. SLFD will also be submitting a Capital Project item, with the City of San Luis Police Department, for consideration during Fiscal Year 2017-2018 Capital Project budget development.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AUTHORIZE RE-ALLOCATION OF ASSISTANCE TO FIREFIGHTERS GRANT MATCH FUNDS IN AN AMOUNT NOT TO EXCEED $4,700.00 FOR THE PURPOSE OF PURCHASING PORTABLE RADIO EQUIPMENT AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	Not to Exceed $4,700.00
BUDGETED:	$21,010.00
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	250-182-90000, AFG Grant Match, $21,010.00

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

This purchase, if approved would utilize about 25% of the amount allocated as Grant Match funds.

Attachments

YFD Turndown Letter 2014

YRCS 2015 Turndown Letter 2015

SLFD Quote for Radio Equipment

From: Irr, Steve - Fire Chief
To: Hank Green; DeAnda, Paul - Somerton Fire Chief; Rivera, Mark - Wellton Fire - YRCS Council Member
Subject: FW: Reference: EMW-2014-FR-00369 Turndown letter
Date: Tuesday, October 27, 2015 12:10:21 PM
Attachments: image001.png

Chiefs,

Not that you need more disappointing news but our FEMA grant for radios was not funded. We are not sure how we are going to proceed moving forward but wanted to pass on this news for your future budget considerations.

Thanks,

Steve Irr
Fire Chief
City of Yuma
One City Plaza
Yuma, AZ. 85364
928.373.4853
irrs@yumaaz.gov

The City of Yuma Team is United for Yuma!
Learn more at www.facebook.com/unitedforYuma

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. This document may be subject to the Public Records Act per Arizona Statute (A.R.S. 39-121. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication any attachments and contact the sender by reply e-mail or telephone 928.373.4853.

From: firegrants@dhs.gov [mailto:firegrants@dhs.gov]
Sent: Monday, October 26, 2015 11:07 AM
To: Irr, Steve - Fire Chief
Subject: Reference: EMW-2014-FR-00369 Turndown letter

Stephen Irr
City of Yuma Fire Department
One City Plaza
Yuma, Arizona 85364

Reference: EMW-2014-FR-00369 Turndown letter

Activity: Equipment

Dear Assistance to Firefighters Grants (AFG) Applicant:

On behalf of the Federal Emergency Management Agency (FEMA) Grant Programs Directorate, I wish to thank you for applying for assistance under the Fiscal Year (FY) 2014 Assistance to Firefighters Grants (AFG) Program. Unfortunately, after careful consideration and review, we are unable to fund your application. We regret that the news could not be

more positive.

As you are aware, the AFG Program is among the Department of Homeland Security's (DHS) and FEMA's most competitive grant programs. In FY 2014, FEMA received over 10,000 AFG applications, requesting more than $1.9 billion in federal assistance. The large number of applications received and the finite amount of available funding resulted in many worthy applicants not being funded and underscores the highly competitive nature of this program.

Under the AFG program, each activity within an application receives a detailed, multi-level review. First, each activity receives a preliminary score based on the applicant's answers to the application questions. The application questions are developed based on the AFG program priorities, which are explained in the FY 2014 AFG Funding Opportunity Announcement (FOA), previously known as the Program Guidance. The second phase was a review by a panel of fire service peers. Using the information that you provided throughout your application, the panelists assigned scores to four elements of your application narrative: (1) clarity of the project description, (2) impact on daily operations, (3) demonstration of financial need, and (4) realization of cost benefit. Each of the two phases of the review carried equal weight, i.e., each phase was worth 50 percent of the activity's overall score.

Given the high number of applications received, it is not fe! asible for us to provide a detailed account of how each individual application was rated in this notification. However, we can tell you that your application did not score well in the preliminary assessment. Please note that if you applied for multiple activities, you may receive a separate notice for each activity.

To further improve the competitiveness of future AFG grant requests, we recommend that you review the part of your application that answered specific questions about your proposed AFG activity. Compare the program priorities of the FY 2014 AFG Funding Opportunity Announcement with your answers to these questions. If your answers do not match well with the Program's higher priorities, your application may not score well competitively against other applications that more closely match AFG priorities. A full description of the application review process is included in the AFG Funding Opportunity Announcement.

There are several tools and resources available to help fire departments and volunteer interest organizations develop effective AFG grant applications. I encourage you to make use of these resources as you prepare your next grant request.

1. **AFG Website** (https://www.fema.gov/firegrants)). The AFG Website offers a wealth of resources, such as the following:
 • The AFG Notice of Funding Opportunity/Program Guidance, which explains funding priorities and criteria
 • Frequently Asked Questions (FAQs)
 • Narrative Self-Evaluation Tool
 • AFG Application Checklist
 • Get Ready Guide
 • Online tutorials with key information about preparing grant requests
 • AFG E-Mail Alerts, biweekly e-mail messages to the AFG mailing list, which provides important announcements about new application periods, upcoming workshops, and other AFG program updates (to receive the AFG E-Mail Alerts, sign up on the AFG we! bsite)
 • Grantee success stories

2. **Toll-Free Help Desk(1-866-274-0960 or firegrants@dhs.gov).** The AFG Help Desk staff members answer questions from applicants by telephone and by e-mail. Between application periods, they field general questions about AFG programs. During application periods, they provide technical assistance with the online application and answer questions about the AFG guidance. If additional assistance is needed, the Help Desk staff can refer questions directly to subject matter specialists.

If you would like to receive additional feedback for your FY2014 application, please submit your contact information via the following link https://secure.firegrantsupport.com/turndown/ , and an AFG Subject Matter Specialist will contact you.

Thank you again for your dedication and commitment to the U.S. fire service.

Regards,

C. Gary Rogers
Director
Preparedness Grant Division
Grant Programs Directorate

Kitzya Leal Quintero
City of Yuma Fire Department
One City Plaza
Yuma, Arizona 85364

Reference: EMW-2015-FR-00269 Turndown letter

Activity: Fire Equipment

Dear Assistance to Firefighters Grant Program Applicant:

On behalf of the Federal Emergency Management Agency's (FEMA) Grant Programs Directorate, I would like to thank you for applying for assistance under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant (AFG) Program. Regrettably, and after careful consideration and review, your application scored outside of the competitive range to receive further consideration through the panel review process. We regret that the news could not be more favorable.

As you are aware, the AFG Program is among the Department of Homeland Security's (DHS) and FEMA's most competitive grant programs. In FY 2015, FEMA received over 10,400 AFG applications, requesting more than $2.1 billion in federal assistance. The large number of applications received and the finite amount of available funding resulted in many commendable applicants not being funded and accentuates the highly competitive nature of this program.

FEMA encourages your organization to apply for the FY 2016 AFG funding opportunities, opening later this summer. To assist you in understanding our decision and help you in preparing future applications, you can request for the AFG Program to provide your organization with a comprehensive review of your application. You will receive individualized feedback within 60 - 90 days, identifying specific feedback, as to the deficiencies within your application, as well as, several tools and resources available to help fire departments and unaffiliated emergency medical services organizations develop an effective AFG grant applications. Please use the following link to request feedback (https://secure.firegrantsupport.com/turndown/).

Your interest in the AFG Program remind! s us that America's fire and emergency medical services organizations continue to have great need for support. FEMA and DHS will continue to work closely with and support the Nation's first responders and their vital work. Thank you again for your dedication and commitment.

Sincerely,

C. Gary Rogers
Division Director
Grant Programs Directorate

2481 E Palo Verde St, Yuma, AZ 85365
928 726-0896 office 928 726-8238 fax
800 654-6896 toll free

Proposal

San Luis Fire Department

Proposed Project: Radio Batteries

Qty	Part Number	Description	Unit Cost	Extended
24	NTN9857C	BATTERY IMPRES NIMH FM 2000MAH	$93.75	$2,250.00
1	WPLN4108BR	IMPRES MULTI UNIT CHARGER - 110V	$638.46	$638.46
10	WPLN4111AR	110V SUC SMART CHARGER	$134.91	$1,349.10
				$4,237.56

Parts	$4,237.56
Tax	$356.46
Total	$4,594.02

Prepared by: _____

Robert Henderson
Sales Manager
9/28/16

Confidential Document
Please do not Copy or Distribute

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. H.**

Meeting Date: 12/14/2016

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the re-allocation of funds and request that the revenues generated by the City of San Luis Parks & Recreation Spooktacular Festival held October 31, 2016 be used in equal amount to replenish the Youth Center and Special Services accounts. **(Lizandro Galaviz, Parks & Recreation Director)**

SUMMARY:

The Parks & Recreation Department would like to re-allocate the salary and benefits left by the Assistant Parks & Recreation Director position to the the following Parks & Recreation Accounts:

Recreation Department: Special Services - The Parks & Recreation Department has upcoming events planned for our community and the additional funds would greatly benefit in the completion of such events.

Recreation Department and Youth Center: Part Time / Hourly Account - The Parks & Recreation Department would like to add funds into the Part Time / Hourly account due to the need of keeping part time employees active and assisting our Department. Staff would like to continue using their services for various events as well as office duties within the Recreation office and Youth Center.

The Parks & Recreation Department is also requesting to have the funds generated during the Spooktacular Festival event held October 31,2016 to be reimbursed to the Youth Center Special Services Account. Based on various sponsorships, vendor booth registrations and ticket and wristband sales on the day of the event, the profit that was obtained in this event was of $5,571.00. This is the amount that is being requested to be transferred to the Youth Center Special Services Account.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE REALLOCATION OF FUNDS FOR THE PARKS AND RECREATION DEPARTMENT AS SET OUT IN THE BUDGET ADJUSTMENT FORM ATTACHED TO THIS AGENDA ITEM.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$10,410.00
BUDGETED:	NO
AVAILABLE TO TRANSFER:	YES
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-140, SALARIES & BENEFITS / $105,560.00

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

Please see attached Budget Adjustment Form.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$10,410.00
BUDGETED:	NO
AVAILABLE TO TRANSFER:	YES
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-144, SALARIES & BENEFITS / $593,990.00

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

Please see attached Budget Adjustment Form.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$18,320.00
BUDGETED:	NO
AVAILABLE TO TRANSFER:	YES
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-145, SALARIES & BENEFITS / $189,200.00

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

Please see attached Budget Adjustment Form.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$10,410.00
BUDGETED:	NO
AVAILABLE TO TRANSFER:	YES
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-147, SALARIES & BENEFITS / $92,720.00

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

Please see attached Budget Adjustment Form.

Attachments

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

1. Funds to Re-allocate Salary & Benefits of the Assistant Parks & Rec Director position to Special Services Account of Recreation Department, and to increase PT/Hourly budget for Recreation & Youth Center departments FY2017.
2. Transfer is also needed to swap two positions between Recreation & Youth Center Departments.

Account Number	Account Name	Adopted Budget FY16/17	Budget to be revised (Add to)	Budget to be decreased (taken from)	Amended Budget FY 16-17
100-140	Salaries & Benefits	105,560.00		10,410.00	95,150.00
100-144	Salaries & Benefits	593,990.00		10,410.00	583,580.00
100-145	Salaries & Benefits	189,200.00		18,320.00	170,880.00
100-145-50005	Part-Time/Hourly	11,600.00	3,200.00		14,800.00
100-146	Salaries & Benefits	128,240.00	4,550.00		132,790.00
100-146-50005	Part-Time/Hourly	14,380.00	3,200.00		17,580.00
100-147	Salaries & Benefits	92,720.00		10,410.00	82,310.00
100-145-80005	Special Services	115,000.00	38,600.00		153,600.00
Total			49,550.00	49,550.00	

Department Head _____ Date 11/23/16

City Manager _____ Date 11/23/16

Finance Department Per KSTL _____ Date 11/23/2016

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. I.**
Meeting Date: 12/14/2016
Department Head: Kristin McManus, Court Magistrate, Court
Submitted By: Andrea Ruiz, Court Administrator, Court
Action Requested: Motion

ITEM:

Discussion on any and all matters regarding releasing of Probation Funds to refund certain Probation Fees. **(Kristin McManus, Magistrate)**

SUMMARY:

The Municipal Court is making administrative changes to the Court's Probation Program. The Court wishes to release Probation Funds in order to refund certain Probation Fees.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RELEASE OF PROBATION FUNDS IN ORDER TO REFUND THOSE PROBATION FEES LAWFULLY ELIGIBLE FOR REIMBURSEMENT.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$104,498.00
BUDGETED:	No
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	260-268-80005/Special Services/$104,498.00

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

The Court is currently making administrative changes to its court compliance program. As a result of this, the Court will be entitling to a refund those defendants that were placed under this program and who meet the criteria. This refund is for certain fees that were collected for services that ultimately were not rendered or that otherwise should not have been charged for. The fund to be disbursed is from Probation Funds under Special Services line item.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. J.**

Meeting Date: 12/14/2016

Department Head: Kristin McManus, Court Magistrate, Court

Submitted By: Andrea Ruiz, Court Administrator, Court

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1167. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement between the City of San Luis and Yuma County for the purpose of providing mandated Weekend and Holiday Municipal Court Services. **(Kristin McManus, Municipal Court Judge)**

SUMMARY:

The City of San Luis has entered into an intergovernmental agreement (IGA) with Yuma County and its Justice Court to provide for weekend and holiday coverage for the municipal court. Under Rule 4.1 of the Arizona Rules of Criminal Procedure, if a person is arrested, it is mandated that person must be brought before a judge within 24 hours even on weekends and holidays. So, under this IGA Yuma County helps with coverage on weekends and holidays as needed to have a judge and other necessary personnel such as Court Interpreter, as well as materials to conduct the hearings. This IGA shall commence on July 1, 2016 and shall be recorded with the Yuma County Recorder.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION 1167.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 1167

IGA

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1167

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY FOR THE PURPOSE OF PROVIDING MANDATED WEEKEND AND HOLIDAY COURT SERVICES.

WHEREAS, the City of San Luis desires to enter into an intergovernmental agreement with Yuma County for the provision of mandated weekend and holiday court services; and

WHEREAS, the parties to the Intergovernmental Agreement desire to enter said agreement;

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

Section 1. That the intergovernmental agreement (IGA), as attached hereto as Exhibit "A", is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY AND CITY OF SAN LUIS
FOR
Weekend and Holiday Municipal Court Coverage

This Intergovernmental Agreement ("IGA" or "Agreement") is between Yuma County, a body politic and corporate of the State of Arizona, (hereinafter referred to as the "County") and the City of SAN LUIS, a body politic and corporate of the State of Arizona (hereinafter referred to as the "City"). In consideration of the mutual promise contained herein, the parties agree as follows:

RECITALS:

A. WHEREAS, COUNTY and CITY may contract for services and enter into agreement with one another for joint or cooperative action pursuant A.R.S. §11.952(A)1, et seq.; and

B. WHEREAS, CITY is required to establish a municipal Court pursuant to A.R.S. §22.402(A); and

C. WHEREAS, pursuant to A.R.S. §22.402 (C) (1) a City may enter into an intergovernmental agreement to provide the services of a Municipal Court with a Justice Court Initial Appearance Master in whose jurisdiction the CITY is located and the COUNTY in which the CITY is located; and

D. WHEREAS, CITY desires to have a COUNTY Justice Court Initial Appearance Master preside over all CITY Court initial appearances occurring on weekends and holidays.

NOW THEREFORE, CITY and COUNTY, pursuant to the above recitals, and in consideration of the matters and things herein set forth, do mutually agree as follows:

1. PURPOSE AND SCOPE:

The purpose of this IGA is to set forth the responsibilities of the parties for the coverage by the COUNTY Justice Court Initial Appearance Master for all CITY Court initial appearances occurring on weekend and holidays pursuant to Arizona Rules of Criminal Procedures 4.2 and 7.2

2. TERMS:

This IGA shall commence on July 1, 2016 and shall be recorded with the Yuma County Recorder. Except as otherwise provided in this IGA, this IGA shall terminate on June 30, 2017. Upon mutual consent of the parties, this IGA may be extended for up to four (4) additional one (1) year periods, or any portion thereof. Any modification or time extension of this IGA shall be by formal written agreement and executed by the parties

hereto. All previously executed IGA'S pertaining to weekend court coverage shall sunset upon the execution of this document.

3. THE PARTIES AGREE AS FOLLOWS:

A. COUNTY:

The COUNTY Justice Court Initial Appearance Master will prepare and process all required paperwork for initial appearance of defendants brought before the Court on weekends and holidays on violations to be adjudicated in the CITY Court. The initial appearance will be conducted in accordance with the Arizona Rules of Criminal Procedures 4.2 and 7.2.

B. CITY:

1. The CITY shall pay the COUNTY $1,241.00 based upon percentage of cases seen by the Initial Appearance Master during the fiscal year beginning July 1, 2015 thru June 30, 2016, for court services rendered pursuant to this IGA. The referenced amount includes the cost of required interpreter services, supplies and forms. The payment of such fees is not contingent upon the occurrences of any particular number of initial appearances processed by COUNTY and on behalf of CITY on any given weekend or holiday.

2. Payment will be remitted to the COUNTY within thirty (30) days of receipt of COUNTY's invoice.

C. TERMINATIONS/NOTICES:

This IGA may be terminated for any reason by either party upon sixty (60) days written notice by either party, or by mutual written agreement of the parties. All notices require or permitted by this IGA shall be given by registered or certified U.S mail, postage prepaid or personally delivered, at the address shown below. Notices will be deemed received at the time of actual receipt, evidenced by a receipted copy (in the case of notices that are personally delivered) or by the Postal Service receipt, or ten (10) calendar day after mailing, whichever comes first, in case of notices that are mailed.

CITY of SAN LUIS ADDRESS
City of SAN LUIS
SAN LUIS Municipal Court
P.O. Box 1670
SAN LUIS, AZ. 85349-0429

YUMA COUNTY ADDRESS
Yuma County Justice Court
Attn: Justice Court Administrator
250 W. 2nd Street Suite A
Yuma, Az. 85384

D. RESPONSIBILITIES:

1) Each party agrees to be responsible for the conduct of its operations and performance of contract obligations. Each party agrees to be responsible for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents, employees

acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

E. CANCELLATION FOR CONFLICT OF INTEREST:

This IGA may be cancelled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.

F. NON-ASSIGNABILITY:

Neither party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

G. COMPLIANCE WITH NON-DISCRIMINATION LAWS:

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, title VII of the Civil Rights Acts of 1964, as amended, the Age of Discrimination in Employment Act and the State Executive Order No. 75-5 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities, all parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in employment or advancement of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the American with Disabilities Acts (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 C. F. R. parts 35 and 36.

H. E-VERIFY REQUIREMENTS:

1. That COUNTY and CITY warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A.
2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. That COUNTY and CITY retain the legal right to inspect the papers of any COUNTY and CITY employee who works on the contract to ensure that the COUNTY and CITY is complying with the warranty under paragraph 1.
4. COUNTY and CITY shall establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors to ensure that the contractors and subcontractors are complying with their warranties.
5. COUNTY and CITY shall not deem a government entity contractor or subcontractor in material breach of a contract if COUNTY and CITY establishes that it has complied with the employment verification provisions prescribed by sections 274a and 274b of the federal immigration and nationality act and the e-verify requirements prescribed by section 23-214, subsection A.

I. RIGHTS/OBLIGATIONS OF PARTIES ONLY:

The terms of this IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization. Nothing expressed herein, shall affect the legal liability of either party to this IGA by imposing any standard of care different from the standard of care imposed by law.

J. ENTIRE IGA:

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

K. SEVERABILITY:

The parties agree that should any part of this IGA be held to be invalid by a court of law, the reminder of the IGA shall remaining full force and effect with those offending portions omitted.

L. COMPLIANCE WITH GOVERNING LAWS:

The parties shall comply with all federal, state, and local laws, Rules and Regulations, Standards and Executive Orders without limitations to that designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of the state agencies required by statues and Executive Order.

M. NON-APPROPIRATION:

Notwithstanding any other provision of this IGA, this IGA may be terminated, if for any reason the CITY's governing body does not appropriate sufficient monies for the purpose of maintaining this IGA. A failure to appropriate sufficient monies will not, however, relive the CITY of its statutory responsibilities under Arizona law.

N. NO JOINT VENTURE:

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between COUNTY and CITY employees, or between CITY and COUNTY employees. Neither party shall be held liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold social security and income taxes for itself or any of its employees.

IN WITNESS WHEROF, the parties hereto have executed the IGA on the dates written below.

YUMA COUNTY:

RUSS, CLARK, Chairman
Yuma County Board of Supervisors

11/1/16
Date

Approved as to form:

Jon R. Smith
Yuma County Attorney

11-1-16
Date

City of San Luis:

Tadeo De la Hoya,
Interim, San Luis City Manager

Date

Attest:

Sonia Cornelio
San Luis City Clerk

Date

Approved as to form:

Kay M. Macuil
San Luis City Attorney

Date

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. K.**

Meeting Date: 12/14/2016

Department Head: Craig Higgins, Chief of Police, Police Department

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding the adoption of Resolution No.1168. A Resolution of the Mayor and City Council of San Luis, Arizona to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Andrea Moreno, Police Administrator)**

SUMMARY:

The City of San Luis Police Department has been awarded $320,000.00 for overtime and mileage under Federal Fiscal Year 2016 Operation Stonegarden Grant Program Award (November 1, 2016 through December 31, 2017). The adoption of this resolution will support the border patrol mission by allowing police officers to stop the egression of drug smuggling and undocumented persons.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 1168.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	$300,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	250-181-50010.145 Special Rev - Public Safety, PD - Overtime - DOHS OPSG / $300,000.00

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

The SLPD will receive $300,000.00 in overtime as reimbursements.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	$20,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	250-181-70005.145 Special Rev - Public Safety, PD - Gas/Oil - DOHS OPSG / $20,000.00

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

The SLPD will receive $20,000.00 in mileage as reimbursements.

Attachments

Resolution No. 1168
Agreement
Attorney Approval
Award Letter
Financial Documents
NIMS Cert

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1168

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF SAN LUIS, ARIZONA TO RECEIVE FUNDING FOR OVERTIME AND MILEAGE BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT OPERATION STONEGARDEN GRANT PROGRAM – OVERTIME AND MILEAGE BETWEEN THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis Police Department desires to increase police presence within our city limits to support the border patrol mission by allowing police officers to stop the egression of drug smuggling and undocumented persons;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Overtime and Mileage; and

WHEREAS, the Arizona Department of Homeland Security has prepared an Intergovernmental Agreement which provides for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

Section 1: That the Intergovernmental Agreement titled "SUBRECIPIENT AGREEMENT 16-AZDOHS-OPSG-160426-01" and the grant application titled "OPSG Overtime and Mileage" both attached to this resolution is 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 AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this 14th day of December 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS FORM:

_____
Kay Marion Macuil, City Attorney

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME/MILEAGE

16-AZDOHS-OPSG-160426-01

Enter Subrecipient Agreement number above (e.g., 160XXX-XX)

Between

The Arizona Department of Homeland Security
And
City of San Luis

Enter the name of the Subrecipient Agency above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **City of San Luis** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **November 1, 2016 and shall terminate on December 31, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled **"OPSG Overtime and Mileage"** and funded at **$320,000** (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

a) Provide up to **$320,000** to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.

b) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).

c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

National Incident Management System (NIMS)
The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation
The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Included within the above mentioned guidance documents are provisions for the following:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov*.

Procurement

The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov/grants*.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.

b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

   1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article I - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and

services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

Article X - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials
The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act
The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. § 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any

report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Chief of Police, Craig Higgins
Enter Title, First & Last Name Above
City of San Luis Police Department
Enter Agency Name Above
1030 E. Union St.
Enter Street Address Above
San Luis, AZ 85349
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of San Luis
Enter Agency Name Above

Authorized Signature Above
Craig Higgins Chief of Police
Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

INTERGOVERNMENTAL AGREEMENT

FOR

OPSG Overtime and Mileage 16-AZDOHS-OPSG-160426-01

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 14 day of December, 2016

_____

Kay Marion Macuil
San Luis City Attorney

INTERGOVERNMENTAL AGREEMENT

FOR

OPSG Overtime and Mileage 16-AZDOHS-OPSG-160426-01

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 14 day of December, 2016

_____

Kay Marion Macuil
San Luis City Attorney

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

October 31, 2016

Chief Craig Higgins
San Luis Police Department
1030 E. Union Street
San Luis, AZ 85349

Subject: FFY 2016 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **160426-01**
Project Title: **OPSG Overtime and Mileage**

Dear Chief Higgins:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and the United State Border Patrol (CBP/BP) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime and Mileage**" has been funded under the Operation Stonegarden Grant Program for **$320,000.** The grant performance period is **November 1, 2016 through December 31, 2017.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements - go to www.azdohs.gov, click on Grants and then FFY 2016 OPSG. Download **two** original OPSG Subrecipient Agreements (NOTE: they are specific to the "Overtime/Mileage" and "Equipment" grants):
    a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
    b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov , click on Grants and then FFY 2016 OPSG. Download this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov, click on Grants and then FFY 2016 OPSG. Download one original certification.
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subrecipient Agreements, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 above (if applicable) is not signed and received by AZDOHS on or before January 31, 2017 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- **Reimbursements for overtime are limited to 50% of the funded amount until FEMA approves the submitted PRICE Act Waiver request. After receipt of the approved waiver, AZDOHS will send a release for the remainder of the award.**
- All overtime deployments must be pre-coordinated with the Border Patrol in order for your agency to be eligible for reimbursement.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Per 2 CFR 200 Subpart F, Subrecipients who expend $750,000 or more in Federal dollars in the previous fiscal year and subsequent years within the period of performance are required to submit an electronic copy of

their annual Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations). Subrecipients shall submit their annual Single Audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than $750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single Audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds.
- AZDOHS reserves the right to request additional documentation at any time.
- The FFY 2016 federal award date as indicated in the U.S. DHS award package is 8/12/2016 with a total amount of funding of $21,798,000. The Federal Award Identification Number is EMW-2016-SS-00119-S01.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Andrea Moreno

Attachments: OPSG Funding Addendum, EHP Designation Letter

FY 2016 Operation Stonegarden Grant Program
Operations Order Funding Addendum
Agency: San Luis Police Department
Grant#: 160426-01

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

OVERTIME

OVERTIME	MILEAGE	TRAVEL	TOTAL AWARD
$300,000	$20,000		$320,000



Project Point of Contact

Print Name | Signature | Date

Strategic Planner or
Assistant Director Planning &
Preparedness

William D. Seltzer

Print Name | Signature | Date

This form is to be signed and returned.

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2016

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

> The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.
>
> Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

October 31, 2016

Chief Craig Higgins
San Luis Police Department
1030 E. Union Street
San Luis, AZ 85349

Subject: FFY 2016 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **160426-01**
Project Title: **OPSG Overtime and Mileage**

Dear Chief Higgins:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and the United State Border Patrol (CBP/BP) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime and Mileage**" has been funded under the Operation Stonegarden Grant Program for **$320,000.** The grant performance period is **November 1, 2016 through December 31, 2017.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements - go to www.azdohs.gov, click on Grants and then FFY 2016 OPSG. Download **two** original OPSG Subrecipient Agreements (NOTE: they are specific to the "Overtime/Mileage" and "Equipment" grants):
    a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
    b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov , click on Grants and then FFY 2016 OPSG. Download this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov, click on Grants and then FFY 2016 OPSG. Download one original certification.
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subrecipient Agreements, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 above (if applicable) is not signed and received by AZDOHS on or before January 31, 2017 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- **Reimbursements for overtime are limited to 50% of the funded amount until FEMA approves the submitted PRICE Act Waiver request. After receipt of the approved waiver, AZDOHS will send a release for the remainder of the award.**
- All overtime deployments must be pre-coordinated with the Border Patrol in order for your agency to be eligible for reimbursement.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Per 2 CFR 200 Subpart F, Subrecipients who expend $750,000 or more in Federal dollars in the previous fiscal year and subsequent years within the period of performance are required to submit an electronic copy of

their annual Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations). Subrecipients shall submit their annual Single Audit to audits@azdohs.gov within 9 months after the close of the fiscal year. If a Subrecipient does not expend more than $750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single Audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds.
- AZDOHS reserves the right to request additional documentation at any time.
- The FFY 2016 federal award date as indicated in the U.S. DHS award package is 8/12/2016 with a total amount of funding of $21,798,000. The Federal Award Identification Number is EMW-2016-SS-00119-S01.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Andrea Moreno

Attachments: OPSG Funding Addendum, EHP Designation Letter

Grant Number: 160426-01

Arizona Department of Homeland Security

Financial Systems Survey

Name of Organization: City of San Luis Police Department

Person completing survey: Andrea Moreno

Date: 11/21/2016 email: amoreno@cityofsanluis.org

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?
Yes

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two

Yes, The San Luis Police Department received funding for overtime, mileage, and equipment. Contract numbers 140430-03, 140430-01, 140430-02, 150405-01, 150430-01, and 150430-02

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

☑ Yes ☐ No

4. Has your organization completed an A-133 Single Audit within the past two years?

☑ Yes ☐ No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

☑ Yes ☐ No

6. If you answered YES to question #5 under what section of the IRS code?

☑ Yes ☐ No Government

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

☑ Yes ☐ No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

☐ Manual ☑ Automated ☐ Combination

9. How frequently do you post to the General Ledger?

☑ Daily ☐ Weekly ☐ Monthly ☐ Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

☑ Yes ☐ No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

☑ Yes ☐ No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal

☑ Yes ☐ No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

☑ Yes ☐ No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

☑ Yes ☐ No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment

☑ Yes ☐ No

16. Are all accounting entries and payments supported by source documentation?

☑ Yes ☐ No

17. Are cash or in-kind matching funds supported by source documentation?

☑ Yes ☐ No

18. Are employee time sheets supported by appropriately approved/signed documents?

☑ Yes ☐ No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code

☑ Yes ☐ No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering

☑ Yes ☐ No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

☑ Yes ☐ No

22. Does the organization complete some level of cost or price analysis for every purchase?

☑ Yes ☐ No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each

☑ Yes ☐ No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the

☑ Yes ☐ No

25. Does the organization maintain written procurement policies and procedures?

☑ Yes ☐ No

Grant Number: 160426-01

Arizona Department of Homeland Security
Standard Data Collection Form

A. Agency Information

Project Title:	FFY 2016 Operation Stonegarden Grant Program (OPSG)
Agency:	City of San Luis Police Department
Amount Awarded:	$320,000
Project Description (Overtime or Equipment)	OPSG Overtime and Mileage

Address: 1030 E. Union St. (Address Line 1)
PB Box 3720 (Address Line 2) | San Luis (City) | AZ (State) | 85349 (Zip code)
County:

Authorized Individual:

Name: Andrea (First Name) Moreno (Last Name)
Position / Title: Police Administrator
Email: amoreno@cityofsanluis.org
Phone: 928-341-2420 Ext. 2235
Fax: 928-627-5446

IRS Employer Identification Number (EIN): 86-0376164
Agency Classification : Municipality

Have you previously conducted business with the State using this Employer Identification Number? Yes
If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with your application. https://gao.az.gov/

In which Congressional (Federal) District is your agency headquartered? Enter District #:
http://www.azredistricting.org (click on Final Maps) 3

In which Legislative (State) District is your agency headquartered? Enter District # :
http://www.azredistricting.org (click on Final Maps) 4

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? 300,000

What is your organization's fiscal year-end date? MM:06 YY:2017

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Yes

Please provide contact information of the audit firm conducting your audit:
Agency: Heinfeld, Meech & Co., P.C. CPAs and Business Consultants
Address: 3033 N. Central Avenue, Suite 300 (Address Line 1)
(Address Line 2) | Phoenix (City) | AZ (State) | 85012 (Zip code)
Phone Number: 602-277-9449
Fax: 602-277-9297

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : *Programmatic*

Agency: San Luis Police Department
Address: 1030 E. Union St.
(Address Line 1)
(Address Line 2)
San Luis (City) | AZ (State) | 85349 (Zip code)
County: Yuma
Contact Person: Andrea (First Name) Moreno (Last Name)
Position/Title: Police Administrator
Email: amoreno@cityofsanluis.org
Phone Number: 928-341-2420 Ext. 2235
Fax: 928-627-5436

Agency Contact Type : *Financial*

Agency: City of San Luis
Address: 1090 E. Union St.
(Address Line 1)
PO Box 3720 (Address Line 2)
San Luis (City) | AZ (State) | 85349 (Zip code)
County: Yuma
Contact Person: Ketie (First Name) St. Louis (Last Name)
Position/Title: Finance Director
Email: kstlouis@cityofsanluis.org
Phone Number: 928-341-8520 Ext. 2010
Fax: 928-341-8549

Agency Contact Type : *(Not Applicable)*

Agency:
Address:
(Address Line 1)
(Address Line 2)
(City) | (State) | (Zip code)
County:
Contact Person: (First Name) (Last Name)
Position/Title:
Email:
Phone Number: Ext.
Fax:

Arizona Department of Homeland Security
Federal Funding Accountability and Transparency Act (FFATA)

Grant Number	160426-01
Name of Agency Receiving Award	City of San Luis Police Department
OPSG Grant Type (Overtime or Equipment)	OPSG Overtime and Mileage
Awarded Amount	$ 320,000.00
DUNS Number (Contact your Finance Department for more information)	87-9102684
10 Digit Zip Code + 4 (XXXXX-XXXX)	85349-1170

Is 80% or more of your annual gross revenues from Federal awards?	**YES**		**NO**	X
Do you receive $25 million or more annually from Federal awards?	**YES**		**NO**	X

If you answered "YES" to BOTH questions, you are required to complete the following:

Names and Total Compensation of Top Five paid executives:

	$
	$
	$
	$
	$

NIMS Compliance Certification

Subrecipient Information

Subrecipient Agreement Number: 160426-01

Agency: San Luis Police Department

Please complete this form, sign and return to AZDOHS with award packet materials.

1.a. Select your jurisdiction type:

☐ Tribal Nation ☐ County/Parish/Township/Borough ■ City/Urban Area ☐ Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2016? ■ Yes ☐ No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

Emergency Operations Plans	■ Yes	☐ No	*Mitigation Plan*	■ Yes	☐ No
Standard Operating Procedures	■ Yes	☐ No	*Training Plan*	■ Yes	☐ No
Standard Operation Guidelines	■ Yes	☐ No	*Continuity Plan*	■ Yes	☐ No
All Hazard Plan	■ Yes	☐ No			

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

Intrastate Agreements			*Interagency and Interstate Agreements*		
Throughout the State/Territory?	☐ Yes	■ No	*Throughout the jurisdiction?*	■ Yes	☐ No
That include the Private Sector?	☐ Yes	■ No	*That include the Private Sector?*	☐ Yes	■ No
That include NGOs?	☐ Yes	☐ No	*That include NGOs?*	■ Yes	☐ No
That include Tribal Nations?	☐ Yes	■ No	*That include Tribal Nations?*	☐ Yes	■ No

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

■ Yes, all appropriate training ☐ Yes, some appropriate training ☐ No

5.b. If yes, which of the following has been incorporated?

■ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
■ Mutual Aid or Assistance Agreements
■ Incident Command System
■ Multiagency Coordination System
■ Public Information

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

■ Yes ☐ No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

■ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
☐ Mutual Aid or Assistance Agreements
■ Incident Command System
■ Multiagency Coordination System
☐ Public Information

Other (please specify):

NIMS Compliance Certification

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

☒ Yes, all appropriate exercises ☐ Yes, some appropriate exercises ☐ No

8.b. If yes, which of the following has been incorporated?

☒ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
☒ Mutual Aid or Assistance Agreements
☒ Incident Command System
☒ Multiagency Coordination System
☒ Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

☒ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
☒ Mutual Aid or Assistance Agreements
☒ Incident Command System
☒ Multiagency Coordination System
☒ Public Information

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets? ☒ Yes ☐ No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets? ☐ Yes ☒ No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at http://www.fema.gov/resource-management? ☐ Yes ☒ No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at http://www.fema.gov/resource-management? ☐ Yes ☒ No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

☐ Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
☒ Update training to ensure all applicable NIMS concepts and principles are incorporated.
☐ Incorporate additional NIMS concepts and principles into exercises.
☐ Make communication and information management practices consisten with NIMS.
☐ Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions
☐ Increase adoption of the Incident Command System.
☒ Increase adoption of Multiagency Coordination Systems
☒ Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident? ☐ Yes ☒ No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

The San Luis Police Department is currently up to date in all training records and working with the Yuma

Authorized Signature

Print Name and Title

Date

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. L.**

Meeting Date: 12/14/2016

Department Head: Andrea Moreno, Police Administrator, Police Department

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding the adoption of Resolution No.1169. A resolution of the Mayor and City Council of San Luis, Arizona to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program - Equipment between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. **(Andrea Moreno, Police Administrator)**

SUMMARY:

The City of San Luis Police Department has been awarded $50,000.00 for a 4x4 vehicle with police equipment under Federal Fiscal Year 2016 Operation Stonegarden Program Award (November 1, 2016 through December 31, 2017). The adoption of this resolution will support the border patrol mission by allowing police officers to stop the egression of drug smuggling and undocumented subjects.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 1169.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	$50,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	250-181-90100.146 Special Rev - Public Safety, PD - Capital Outlay - DOHS OPSG / $50,000.00

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

The SLPD will receive $50,000.00 in equipment as reimbursements.

Attachments

Resolution No. 1169
Agreement
Attorney Approval
Award Letter
Financial Documents
NIMS Cert

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 1169

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF SAN LUIS, ARIZONA TO RECEIVE FUNDING FOR EQUIPMENT BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT OPERATION STONEGARDEN GRANT PROGRAM – EQUIPMENT BETWEEN THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis Police Department desires to increase police presence within our city limits to support the border patrol mission by allowing police officers to stop the egression of drug smuggling and undocumented persons;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Equipment; and

WHEREAS, the Arizona Department of Homeland Security has prepared an Intergovernmental Agreement which provides for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

Section 1: That the Intergovernmental Agreement titled "SUBRECIPIENT AGREEMENT 16-AZDOHS-OPSG-160426-02" and the grant application titled "OPSG Equipment" both attached to this resolution is 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 AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this 14th day of December 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS FORM:

_____
Kay Marion Macuil, City Attorney

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT

16-AZDOHS-OPSG-160426-02

Enter Subrecipient Agreement number above (e.g., 160XXX-XX)

Between

The Arizona Department of Homeland Security
And
City of San Luis

Enter the name of the Subrecipient Agency above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the City of San Luis (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **November 1, 2016 and shall terminate on December 31, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled **"OPSG Equipment"** and funded at **$50,000** (as may have been modified by the award letter).

Enter Funded Amount above

IV. **MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

a) Provide up to **$50,000** to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.

b) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).

c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

National Incident Management System (NIMS)
The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation
The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Included within the above mentioned guidance documents are provisions for the following:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov*.

Procurement

The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov/grants*.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.

b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

   1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article I - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and

services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

Article X - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials
The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act
The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. § 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any

report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Chief of Police, Craig Higgins
Enter Title, First & Last Name Above
City of San Luis Police Department
Enter Agency Name Above
1030 E. Union St.
Enter Street Address Above
San Luis, AZ 85349
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of San Luis
Enter Agency Name Above

Authorized Signature Above
Craig Higgins Chief of Police
Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

INTERGOVERNMENTAL AGREEMENT

FOR

OPSG Equipment 16-AZDOHS-OPSG-160426-02

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 14 day of December, 2016

_____

Kay Marion Macuil
San Luis City Attorney

INTERGOVERNMENTAL AGREEMENT

FOR

OPSG Equipment 16-AZDOHS-OPSG-160426-02

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 14 day of December, 2016

_____

Kay Marion Macuil
San Luis City Attorney

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

October 31, 2016

Chief Craig Higgins
San Luis Police Department
1030 E. Union Street
San Luis, AZ 85349

Subject: FFY 2016 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **160426-02**
Project Title: **OPSG Equipment**

Dear Chief Higgins:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and the United State Border Patrol (CBP/BP) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment**" has been funded under the Operation Stonegarden Grant Program for **$50,000.** The grant performance period is **November 1, 2016 through December 31, 2017.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements - go to www.azdohs.gov, click on Grants and then FFY 2016 OPSG. Download **two** original OPSG Subrecipient Agreements (NOTE: they are specific to the "Overtime/Mileage" and "Equipment" grants):
    a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
    b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov , click on Grants and then FFY 2016 OPSG. Download this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov, click on Grants and then FFY 2016 OPSG. Download one original certification.
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subrecipient Agreements, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 above (if applicable) is not signed and received by AZDOHS on or before January 31, 2017 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.

- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.

- Per 2 CFR 200 Subpart F, Subrecipients who expend $750,000 or more in Federal dollars in the previous fiscal year and subsequent years within the period of performance are required to submit an electronic copy of their annual Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations). Subrecipients shall submit their annual Single Audit to audits@azdohs.gov within 9

months after the close of the fiscal year. If a Subrecipient does not expend more than $750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single Audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds.
- AZDOHS reserves the right to request additional documentation at any time.
- The FFY 2016 federal award date as indicated in the U.S. DHS award package is 8/12/2016 with a total amount of funding of $21,798,000. The Federal Award Identification Number is EMW-2016-SS-00119-S01.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Andrea Moreno

Attachments: OPSG Funding Addendum, EHP Designation Letter

FY 2016 Operation Stonegarden Grant Program
Operations Order Funding Addendum
Agency: San Luis Police Department
Grant#: 160426-02

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

EQUIPMENT

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
4x4 OPSG-Dedicated Vehicle W/Police Equipment	12VE-00-MISS	1	$40,000	$40,000	
Mobile Data Computer	04HW-01-MOBL	1	$5,000	$5,000	
P25 Mobile Radio	06CP-01-MOBL	1	$5,000	$5,000	
					$50,000

Project Point of Contact

Print Name Signature Date

Strategic Planner or
Assistant Director Planning & Preparedness

William D. Seltzer
Print Name Signature Date



This form is to be signed and returned.

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2016

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

> The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.
>
> Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

October 31, 2016

Chief Craig Higgins
San Luis Police Department
1030 E. Union Street
San Luis, AZ 85349

Subject: FFY 2016 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **160426-02**
Project Title: **OPSG Equipment**

Dear Chief Higgins:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) and the United State Border Patrol (CBP/BP) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment**" has been funded under the Operation Stonegarden Grant Program for **$50,000.** The grant performance period is **November 1, 2016 through December 31, 2017.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements - go to www.azdohs.gov, click on Grants and then FFY 2016 OPSG. Download **two** original OPSG Subrecipient Agreements (NOTE: they are specific to the "Overtime/Mileage" and "Equipment" grants):
    a. Overtime/Mileage Subrecipient Agreement for an Overtime/Mileage grant
    b. Equipment Subrecipient Agreement for an Equipment grant
2. OPSG Funding Addendum (enclosed)
3. Financial Forms - go to www.azdohs.gov , click on Grants and then FFY 2016 OPSG. Download this Excel document
4. NIMS Compliance Certification - go to www.azdohs.gov, click on Grants and then FFY 2016 OPSG. Download one original certification.
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the Subrecipient Agreements, Financial Forms, and the NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3, 4 and 5 above (if applicable) is not signed and received by AZDOHS on or before January 31, 2017 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.

- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.

- Per 2 CFR 200 Subpart F, Subrecipients who expend $750,000 or more in Federal dollars in the previous fiscal year and subsequent years within the period of performance are required to submit an electronic copy of their annual Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations). Subrecipients shall submit their annual Single Audit to audits@azdohs.gov within 9

months after the close of the fiscal year. If a Subrecipient does not expend more than $750,000 a statement must be submitted in writing to audits@azdohs.gov identifying that they did not meet the threshold and therefore do not have to conduct a Single Audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds.
- AZDOHS reserves the right to request additional documentation at any time.
- The FFY 2016 federal award date as indicated in the U.S. DHS award package is 8/12/2016 with a total amount of funding of $21,798,000. The Federal Award Identification Number is EMW-2016-SS-00119-S01.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia

Gilbert M. Orrantia
Director

Cc: Andrea Moreno

Attachments: OPSG Funding Addendum, EHP Designation Letter

Grant Number: 160426-02

Arizona Department of Homeland Security

Financial Systems Survey

Name of Organization: City of San Luis Police Department

Person completing survey: Andrea Moreno

Date: 11/21/2016 email: amoreno@cityofsanluis.org

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?
Yes

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two
Yes, The San Luis Police Department received funding for overtime, mileage, and equipment. Contract numbers 140430-03, 140430-01, 140430-02, 150405-01, 150430-01, and 150430-02

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

☑ Yes ☐ No

4. Has your organization completed an A-133 Single Audit within the past two years?

☑ Yes ☐ No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

☑ Yes ☐ No

6. If you answered YES to question #5 under what section of the IRS code?

☑ Yes ☐ No Government

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

☑ Yes ☐ No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

☐ Manual ☑ Automated ☐ Combination

9. How frequently do you post to the General Ledger?

☑ Daily ☐ Weekly ☐ Monthly ☐ Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

☑ Yes ☐ No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

☑ Yes ☐ No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal

☑ Yes ☐ No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

☑ Yes ☐ No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

☑ Yes ☐ No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment

☑ Yes ☐ No

16. Are all accounting entries and payments supported by source documentation?

☑ Yes ☐ No

17. Are cash or in-kind matching funds supported by source documentation?

☑ Yes ☐ No

18. Are employee time sheets supported by appropriately approved/signed documents?

☑ Yes ☐ No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code

☑ Yes ☐ No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering

☑ Yes ☐ No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

☑ Yes ☐ No

22. Does the organization complete some level of cost or price analysis for every purchase?

☑ Yes ☐ No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each

☑ Yes ☐ No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the

☑ Yes ☐ No

25. Does the organization maintain written procurement policies and procedures?

☑ Yes ☐ No

Grant Number: 160426-02

Arizona Department of Homeland Security
Standard Data Collection Form

A. Agency Information

Project Title:	FFY 2016 Operation Stonegarden Grant Program (OPSG)
Agency:	City of San Luis Police Department
Amount Awarded:	$50,000
Project Description (Overtime or Equipment)	OPSG Equipment

Address: 1030 E. Union St. *(Address Line 1)*
PB Box 3720 *(Address Line 2)* | San Luis *(City)* | AZ *(State)* | 85349 *(Zip code)*
County:

Authorized Individual:

Name: Andrea *(First Name)* Moreno *(Last Name)*
Position / Title: Police Administrator
Email: amoreno@cityofsanluis.org
Phone: 928-341-2420 Ext. 2235
Fax: 928-627-5446

IRS Employer Identification Number (EIN): 86-0376164
Agency Classification : Municipality

Have you previously conducted business with the State using this Employer Identification Number? Yes
If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with your application. https://gao.az.gov/

In which Congressional (Federal) District is your agency headquartered? Enter District #:
http://www.azredistricting.org (click on Final Maps) 3

In which Legislative (State) District is your agency headquartered? Enter District # :
http://www.azredistricting.org (click on Final Maps) 4

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? 300,000

What is your organization's fiscal year-end date? MM:06 YY:2017

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Yes

Please provide contact information of the audit firm conducting your audit:
Agency: Heinfeld, Meech & Co., P.C. CPAs and Business Consultants
Address: 3033 N. Central Avenue, Suite 300 *(Address Line 1)*
(Address Line 2) | Phoenix *(City)* | AZ *(State)* | 85012 *(Zip code)*
Phone Number: 602-277-9449
Fax: 602-277-9297

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : *Programmatic*

Agency: San Luis Police Department
Address: 1030 E. Union St.
(Address Line 1)
(Address Line 2) | San Luis (City) | AZ (State) | 85349 (Zip code)
County: Yuma
Contact Person: Andrea (First Name) Moreno (Last Name)
Position/Title: Police Administrator
Email: amoreno@cityofsanluis.org
Phone Number: 928-341-2420 Ext. 2235
Fax: 928-627-5436

Agency Contact Type : *Financial*

Agency: City of San Luis
Address: 1090 E. Union St.
(Address Line 1)
PO Box 3720 (Address Line 2) | San Luis (City) | AZ (State) | 85349 (Zip code)
County: Yuma
Contact Person: Ketie (First Name) St. Louis (Last Name)
Position/Title: Finance Director
Email: kstlouis@cityofsanluis.org
Phone Number: 928-341-8520 Ext. 2010
Fax: 928-341-8549

Agency Contact Type : *(Not Applicable)*

Agency:
Address:
(Address Line 1)
(Address Line 2) | (City) | (State) | (Zip code)
County:
Contact Person: (First Name) (Last Name)
Position/Title:
Email:
Phone Number: Ext.
Fax:

Arizona Department of Homeland Security
Federal Funding Accountability and Transparency Act (FFATA)

Grant Number	160426-02
Name of Agency Receiving Award	City of San Luis Police Department
OPSG Grant Type (Overtime or Equipment)	OPSG Equipment
Awarded Amount	$ 50,000.00
DUNS Number (Contact your Finance Department for more information)	87-9102684
10 Digit Zip Code + 4 (XXXXX-XXXX)	85349-1170

Is 80% or more of your annual gross revenues from Federal awards?	**YES**		**NO**	X
Do you receive $25 million or more annually from Federal awards?	**YES**		**NO**	X

If you answered "YES" to BOTH questions, you are required to complete the following:

Names and Total Compensation of Top Five paid executives:

	$
	$
	$
	$
	$

NIMS Compliance Certification

Subrecipient Information

Subrecipient Agreement Number: 160426-02

Agency: San Luis Police Department

Please complete this form, sign and return to AZDOHS with award packet materials.

1.a. Select your jurisdiction type:

☐ Tribal Nation ☐ County/Parish/Township/Borough ■ City/Urban Area ☐ Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2016? ■ Yes ☐ No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

Emergency Operations Plans	■ Yes	☐ No	*Mitigation Plan*	■ Yes	☐ No
Standard Operating Procedures	■ Yes	☐ No	*Training Plan*	■ Yes	☐ No
Standard Operation Guidelines	■ Yes	☐ No	*Continuity Plan*	■ Yes	☐ No
All Hazard Plan	■ Yes	☐ No			

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

Intrastate Agreements			*Interagency and Interstate Agreements*		
Throughout the State/Territory?	☐ Yes	■ No	*Throughout the jurisdiction?*	■ Yes	☐ No
That include the Private Sector?	☐ Yes	■ No	*That include the Private Sector?*	☐ Yes	■ No
That include NGOs?	☐ Yes	☐ No	*That include NGOs?*	■ Yes	☐ No
That include Tribal Nations?	☐ Yes	■ No	*That include Tribal Nations?*	☐ Yes	■ No

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

■ Yes, all appropriate training ☐ Yes, some appropriate training ☐ No

5.b. If yes, which of the following has been incorporated?

■ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
■ Mutual Aid or Assistance Agreements
■ Incident Command System
■ Multiagency Coordination System
■ Public Information

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

■ Yes ☐ No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

■ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
☐ Mutual Aid or Assistance Agreements
■ Incident Command System
■ Multiagency Coordination System
☐ Public Information

Other (please specify):

NIMS Compliance Certification

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

☑ Yes, all appropriate exercises ☐ Yes, some appropriate exercises ☐ No

8.b. If yes, which of the following has been incorporated?

☑ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
☑ Mutual Aid or Assistance Agreements
☑ Incident Command System
☑ Multiagency Coordination System
☑ Public Information

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

☑ Interoperable and Compatible Communications, Technology, and Information Management
☐ Resource Management, Typing, and Credentialing
☑ Mutual Aid or Assistance Agreements
☑ Incident Command System
☑ Multiagency Coordination System
☑ Public Information

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets? ☑ Yes ☐ No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets? ☐ Yes ☑ No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at http://www.fema.gov/resource-management? ☐ Yes ☑ No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at http://www.fema.gov/resource-management? ☐ Yes ☑ No

14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

☐ Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
☑ Update training to ensure all applicable NIMS concepts and principles are incorporated.
☐ Incorporate additional NIMS concepts and principles into exercises.
☐ Make communication and information management practices consisten with NIMS.
☐ Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions
☐ Increase adoption of the Incident Command System.
☑ Increase adoption of Multiagency Coordination Systems
☑ Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident? ☐ Yes ☑ No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:

The San Luis Police Department is currently up to date in all training records and working with the Yuma

Authorized Signature

Print Name and Title

Date

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. M.**

Meeting Date: 12/14/2016

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1172. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record that certain document filed with the City Clerk and titled "The City of San Luis Records Management and Retention Policy". **(Sonia Cornelio, City Clerk)**

SUMMARY:

The City Clerk's Office is responsible for the records of the City. The City of San Luis has never adopted a policy for these purposes. Therefore, some of the objectives for implementing this policy is to lead, plan and manage the City's Records Management Program. The City Clerk's Office works closely and proactively with legal counsel within the City to ensure that records/information assets are managed for government accountability and to protect the interests of the public. The policy will ensure records creation, maintenance, use, and disposition in accordance with this guidance and the Arizona Revised Statute §41-151.01 to promote effective records management throughout the City.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ADOPT AND APPROVE RESOLUTION 1172.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Attachments

Resolution No. 1172

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1172

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "THE CITY OF SAN LUIS RECORDS MANAGEMENT AND RETENTION POLICY"

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

Section 1: That a certain document titled Exhibit A-"The City of San Luis Records Management and Retention Policy" and Exhibit B-"Certificate of Records Destruction", three (3) copies of which are on file with the City Clerk, are hereby declared to be a public record of the City of San Luis, Arizona.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____day of _____ 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1172

City of San Luis Records Management and Retention Policy

See following pages.

CITY OF SAN LUIS
RECORDS MANAGEMENT AND RETENTION POLICY

1. POLICY.

1.1 It is the policy of the City of San Luis (the "City") to facilitate the prompt and orderly disposition of records no longer possessing sufficient administrative, legal or fiscal value to warrant their further retention and to ensure the retention and preservation of records with continuing value for historical or research purposes. In addition, it is the policy of the City to administer a records management program to promote the economic and efficient management of the City's public records.

1.2 This City Records Management and Retention Policy (this "Policy") includes Records Retention and Disposition Schedules that have been approved by the Director of the Arizona State Library, Archives and Public Records and by the San Luis City Council. These schedules are in compliance with the City Code, Arizona Revised Statutes and other Federal, State and local rules and regulations relating to public records. This Policy also includes the procedures for changing or adding to these schedules.

1.3 Pursuant to Arizona Revised Statutes ("A.R.S.") Title 41, Chapter 1, Article 2.1, the City desires to establish and maintain a records management program, create and submit any custom records retention schedules for approval and appoint records managers/coordinators as appropriate. This Policy applies systematic controls and cost reduction principles to the City's records system through the use of the procedures outlined in this Policy and through the application of the authorized retention and disposition schedules. These schedules control the utilization, maintenance and storage of all phases of the life cycle of all records created and accumulated by the City. Compliance with the procedures and with the schedules as required by law.

2. PURPOSE.

2.1 The purpose of this Policy is to (A) provide guidance to City staff relating to records disposition and retention responsibilities under the San Luis City Code, Arizona Revised Statutes and other Federal, State and local rules, regulations and guidelines, (B) ensure the retention and preservation of records with continuing value for historical or research purposes and (C) facilitate the prompt and orderly disposition of records no longer possessing sufficient administrative, legal or fiscal value to warrant their further retention.

2.2 In addition, the purpose of this Policy is to (A) implement a records management program in order to provide better access to information, (B) reduce the costs of recordkeeping by implementing effective and efficient recordkeeping practices and (C) inform pertinent department personnel about their responsibilities as they pertain to records management.

3. APPLICABILITY.

3.1 The policies and procedures set forth herein apply to all records received, created or compiled by officials or employees of the City (including members of the City Council) in the daily conduct of City business and to any and all officials or employees of the City receiving, creating or compiling said records. The records are the property of the State of Arizona pursuant to A.R.S. §41-151.15. It is unlawful to remove them from the files or to destroy them except in accordance with the City Records Retention & Disposition Schedules, as defined in Section 4.2(B).

3.2 City departments should implement their records control and disposal programs in accordance with the guidelines set forth in this Policy. Each Department Director is responsible for ensuring that his or her department is maintaining an up-to-date copy of this Policy and ensuring that the policies and directives set forth are closely followed.

3.3 The cooperation of each department is necessary to keep their active filing systems closely related to the City Records Retention and Disposition Schedules as applicable to the department.

4. REFERENCE.

4.1 Authority.

A. A.R.S. §§13-2407, 38-421, 39-101, and Title 41, Chapter 1, Article 2.1.

B. City of San Luis City Code

C. Rules, Regulations, Standards and Procedures issued by the Arizona State Library, Archives and Public Records.

4.2 Definitions.

A. ACTIVE RECORDS - Any data or information that is referred to frequently for various types of transactions. These records are maintained in the office files of each department.

B. CITY RECORDS RETENTION AND DISPOSITION SCHEDULES - Records Retention and Disposition Schedules as approved by the Arizona State Library, Public Records and Archives and as declared as public records by the City Council.

C. CORRESPONDENCE - Any routine type of records generated in the conduct of daily work such as letters, memoranda, reports, emails and so forth.

D. DEPARTMENT RECORDS CLERK - A City employee who is responsible for the coordination of records and forms management, needs and operations between that department and the Records Center. Each Department Director shall be the Department Records Clerk for his or her corresponding department unless otherwise designated by the City Clerk.

E. DIRECTORY LISTING - All original documents that are assigned a numerical filing number and that are located in the off-site storage facility.

F. DISPOSITION - The action taken at the end of the retention period.

G. FORMS MANAGEMENT - The function that establishes standards for the creation, design, analysis and revision of all forms within an organization and assures that they are designed, produced, utilized and distributed economically and efficiently.

H. INACTIVE RECORDS - Any data or information that is referred to less than once a month. Most inactive records may be disposed of after a specified time period although some records have to be kept permanently for administrative, legal, historical or archival purposes.

I. NON-RECORDS - Items which are outside of the definition of Records which do not require retention, scheduling, authorization to destroy, or the reporting of destruction.

J. NUMERICAL FILING - A number assigned to active/archival original City documents in order to locate them in the off-site storage facility according to the Directory Listing.

K. RECORDS - All books, paper, maps, photographs or other documentary materials, regardless of physical form or characteristics, including prints or copies of such items produced or reproduced on file or electronic media pursuant to A.R.S. §41-151.16, made or received by any governmental agency in pursuance of law or in connection with the transaction of public business and preserved or appropriate for preservation by the City or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations or other activities of the government, or because of the informational and historical value of data contained in the record and includes records that are made confidential by statute.

L. RECORDS CENTER - An area located in the City Clerk's office which preserves and retains records.

M. RECORDS MANAGER - The individual responsible for the coordination, implementation and maintenance of the records retention and management program for the City. The City Clerk is hereby designated as the Records Manager.

N. RECORDS MANAGEMENT - The creation and implementation of systematic controls for records and information activities from the point where they are created or received through final disposition or archival retention, including distribution, use, storage, retrieval, protection and preservation.

O. RECORDS RETENTION AND DISPOSITION SCHEDULE - A records retention and disposition schedule is a timetable for the management of specific record series. It describes the life cycle of each series listed on it by indicating the retention period of the records and their final disposition (i.e., microfilm, archive, or destruction).

P. RECORDS SERIES - A group of identical or related records which are normally used and filed as a unit and which permit evaluation as a unit for retention scheduling purposes.

Q. RECORDS WITH HISTORICAL VALUE - Records that are deemed to have historical value because they document the history of the City. Such records include, without limitation, 1) minutes of boards, commissions and committees established by statute, resolution, proclamation or ordinance, 2) council minutes, 3) original or "official copies" of formal policy directives and 4) original copy of organization documentation, including charts. Records may also be deemed to have historical value because they document a controversial issue or a program, project, event, or issue that results in a significant change that affects the City, county, or state or that involves prominent people, places, or events, or that resulted in media attention locally, statewide or nationally. These records are permanent and cannot be destroyed.

R. RETENTION - The cycle of a document from creation through its active and inactive life to destruction or permanent preservation.

S. RETENTION PERIOD - The period of time during which records must be kept before they may be disposed of, usually stated in terms of months or years but sometimes expressed as contingencies upon the occurrence of an event (e.g., employee termination, contract closure, etc...).

5. ROLES AND RESPONSIBILITES.

5.1 Records Manager. The Records Manager is vested with the authority and responsibility for the creation and ongoing implementation of records management.

A. The Records Manager shall:

(1) Establish and maintain an active, continuing program for the economical and efficient management of the public records of the City.

(2) Serve as liaison to the Arizona State Library, Archives and Public Records and ensure the City's compliance with the rules, regulations, standards, and procedures established by the Arizona State Library, Archives and Public Records.

(3) Develop the necessary standards and procedures in the overall field of records management, including the filing and retrieval of active records, records inventory and appraisal, inactive files management and retrieval and the management and control of essential records.

(4) Educate City officials and employees in all areas of records management.

(5) Assist the departments in the establishment and updating of the City Records Retention and Disposition Schedules in conformity with legal, administrative and fiscal constraints and as set forth in Section 7.1 and 7.2.

(6) Establish a forms creation and control program.

B. The Records Manager or designee shall:

(1) Establish and maintain records the City Records Retention and Disposition Schedules on file in the City Clerk's office.

(2) Coordinate the inventory of records with each department.

(3) Review the City Records Retention and Disposition Schedules for each department based upon the information obtained from the Records Inventory Worksheets and amend the City Records Retention and Disposition Schedules accordingly, contingent upon approval by the City Council and the Arizona State Library, Public Records and Archives, as more particularly set forth in Section 7.2.

(4) Receive from Department Records Clerk all boxes of eligible inactive records. Records assigned to the Records Center become the responsibility of the Records Manager.

(5) Keep an accurate record of all original active and archival records in the fireproof filing cabinets, in the electronic document system and in the off-site storage facility according to the Directory Listing.

(6) Dispose of the records located in the Records Center at the end of the retention period in accordance with the City Records Retention and Disposition Schedules.

(7) Assist in the retrieval and re-filling of records that are stored at the Records Center.

(8) Transfer permanent or long term records to the off-site storage facility and track the transfer of such records with a spreadsheet listing the boxes' barcode numbers.

(9) Assist and monitor the document imaging when other departments receive approval for document imaging by creating templates, reviewing scanned records series and keeping track of record series that have surpassed their retention period as set forth in the City Records Retention and Disposition Schedules for deletion from the system.

5.2 Department Records Clerk Each Department Director shall be the Department Records Clerk for his or her corresponding department unless otherwise designated by the City Clerk. The Department Records Clerk shall:

A. Coordinate all records management activities within the department, including emails.

B. Inventory and aid in the appraisal of the department records.

C. Work closely with the Records Manager in the administration of requests for document imagining.

D. Review on a regular basis the City Records Retention and Disposition Schedules as applicable to that department to determine which records are eligible for transfer to the Records Center.

E. Box all inactive records pertaining to the department and make arrangements for transfer to the Records Center.

6. RECORDS.

6.1 Inventory. Each Department Records Clerk shall take an inventory of all of the records stored in the department and shall complete the Records Inventory Worksheet in the form attached hereto as Exhibit A and incorporated herein by reference, as may be amended. The record series should be as descriptive as possible. Any special requirement of a particular record series should be noted on the Records Inventory Worksheet. The Department Records Clerk shall submit the completed Records Inventory Worksheet to the Records Manager for review. After the initial inventory, supplemental inventories may be performed as needed or as directed by the Records Manager.

6.2 Records Categories.

A. Records. All documents and documentary material deemed to be records as defined in Section 4.2(K) herein.

B. Non-Records.

1. Non-Records include, without limitation:

(i) Extra copies of documents preserved only for convenience or reference;

(ii) Reading, tickler, follow-up, or suspense copies of correspondence;

(iii) Identical copies of documents maintained in the same file;

(iv) Extra copies of printed or processed materials (official copies of which are retained by the department of record);

(v) Documents received from other departments that require no action (official copies of which are retained by the originating department);

(vi) Superseded copies of published manuals, other directives and drafts;

(vii) Materials documenting unofficial employee activities (blood drives, charitable funds, social and professional meetings, etc.);

(viii) Routing slips and standard transmittal sheets;

(ix) Incidental working papers, notes and emails;

(x) Preliminary working drafts;

(xi) Blank forms;

(xii) Transcribed stenographic materials;

(xiii) Catalogs, trade journals and other publications or papers received from government agencies, commercial firms or private institutions that require no action and are not part of an action case record;

(xiv) Correspondence and other drafts of short-term importance that, after action has been completed, have no future use.

(xv) Reproduction materials such as stencils, mimeograph masters, offset plates, etc.

(vxi) Physical exhibits, artifacts and material objects lacking documentary value;

(xvii) Library or museum materials made or acquired solely for reference or exhibition purposes; and

(xviii) Stocks of publications or documents intended for sale or distribution to interested persons.

(2) Non-records may attain the status of records in certain circumstances as determined by the Records Manager. Examples of this include (i) transmittal slips that have acquired record status because they serve to significantly clarify the document or documents being transmitted; (ii) multiple copies that have attained the status of records because each is serving a separate and distinct program purpose or if they are maintained in different filing systems; or (iii) published codes that have become records through their adoption by the City. The Department Records Clerk shall consult with the Records Manager to determine whether a material should be designated as a record or non-record.

(3) Non-records generally shall not be interfiled with official records.

C. Records with Historical or Archival Value. Certain records that are created, compiled and maintained in the departments have long-term research and reference value. These records should be designated as permanent and should be transferred to the City off-site storage facility or the Arizona State Library archives, as applicable, for preservation as soon as their active role is over according to A.R.S. §39-101. All records within the departments should be appraised to determine if they have historical value. Working in close association with City Clerk staff, the Department Records Clerk shall assess which records have historical significance and to determine when such records can be classified as inactive and thus be transferred to the City off-site storage facility or the Arizona State Library archives, as applicable. The Records Manager or designee retains the final decision in the City as to whether such records should be designated as permanent. Records with historical value include, without limitation:

(1) Minutes of boards, commissions and committees established by statute, resolution, proclamation or ordinance.

(2) City Council meeting minutes.

(3) Original or "official copies" of formal policy directives.

(4) Original Copy of organizational documentation including charts.

(5) Records documenting a historic or landmark event.

7. PROCEDURE FOR RETENTION, DISPOSITION AND DESTRUCTION OF RECORDS.

7.1 City Records Retention and Disposition Schedules. The City Records Retention and Disposition Schedules are on file with the City Clerk and may be amended from time to time in accordance with approval from the Arizona State Library, Public Records and Archives.

7.2 Amendments to Retention and Disposition Schedule. The Records Manager shall review the City Records Retention and Disposition Schedules at least annually to determine whether changes need to be made. If the Records Manager desires to amend the City Records Retention and Disposition Schedules, the City Council shall approve the amended schedules by resolution, declaring the amended schedules as public record, and the amended, approved schedules shall be submitted to the Arizona State Library, Public Records and Archives. Requests for custom amendments to the City Records Retention and Disposition Schedules must be submitted in writing to the Records Manager and are subject to approval by the Director of the Arizona State Library, Archives and Public Records.

7.3 Records Disposition. Final disposition of records is prescribed by the City Records Retention and Disposition Schedules.

7.4 Records on Approved Schedule.

A. Only official records are put on the City Records Retention and Disposition Schedules.

B. Records should be retained in the originating department in accordance with City Records Retention and Disposition Schedules until they are no longer in active use. Generally, records must be referred to more than once a month to be considered active records. When records are referred to so seldom as to make their continued retention by originating department impractical, they are considered to have become inactive and should be transferred to the Records Center for appropriate disposition.

C. Usually records retained for three years or less should be held in the originating department until they are no longer active and then they should be transferred to the Records Center for appropriate disposition.

D. Records which have been determined to be of historical or archival value in accordance with Section 6.2(C) shall be transferred to the City off-site storage facility or the Arizona State Library archives, as applicable, as soon as administratively advisable per A.R.S. §39-101.

E. Records which must be retained longer than ten years and which have no archival value should be microfilmed and the hard copies destroyed, provided, however, that approval from the Director of the Arizona State Library, Archives and Public Records, pursuant to A.R.S. §41-151.16 must be obtained first.

7.5 Surveillance (Security) Storage Media.

A. Surveillance Recordings - Including, but not limited to, Closed Circuit TV (CCTV) recordings of building exteriors / lobbies / other areas open to the general public.

B. Law Enforcement Recordings - Law enforcement recordings are audio and video records created by law enforcement for investigative purposes. This definition does not include law enforcement created recordings addressed by their retention schedules.

C. Evidentiary Recordings - These recordings have been determined to have content relevant to an investigation or prosecution.

D. Non-Evidentiary Recordings - All other law enforcement recordings.

7.6 Indexing; Document Imaging. The Records Manager or designee shall be responsible for indexing the minutes, ordinances, resolutions, contracts, agreements, deeds, pending agenda items, referred items and any other item concerning the actions of the City Council. Each department shall ask the Records Manager for assistance in any document imaging requests. Final approval is necessary from the Arizona State Library, Archives and Public Records prior to scanning documents in accordance with a document imaging implementation program pursuant to A.R.S. §41-151.16.

The Records Manager or designee shall have access to all departments' files for monitoring purposes of document imaging according to the City Records Retention and Disposition Schedules.

7.7 Active Records Filing. The Department Records Clerk shall work closely with City Clerk staff in setting up an efficient active records filling system and shall monitor changes made in filling systems to maintain compliance with the applicable City Records Retention and Disposition Schedules.

7.8 Preparing Records for Storage.

A. The Department Records Clerk shall prepare all inactive records in his or her department for transfer to the Records Center for appropriate disposition. In preparing the records for transfer, the Department Records Clerk shall establish that all such records are records, as opposed to non-records, and are being retained in accordance with this Policy and the rules, regulations, standards and procedures approved by the Arizona State Library, Archives and Public Records.

B. The Department Records Clerks shall pack all inactive records to be transferred in storage boxes in the same order in which they were kept in the active records file. All labels, serial numbers, file dividers and indexes shall be included with the records to maintain the integrity of the file. Each box shall contain only those records sharing the same destruction date.

7.9 Transferring Records to the Records Center.

A. The Department Records Clerk shall deliver all completed storage boxes to the Records Manager. Each box will be stored in the corresponding location until the expiration of the retention period, at which time it will be processed for destruction. In no event shall boxes be delivered to the Records Center without being checked in by the Records Manager or designee.

B. Only the Magistrate Court and Police Department shall store inactive records at the department until the Retention Period has passed. The Police Department Director shall arrange the transfer of the records to the Records Center at the discretion of the Records Manager when they are ready for destruction. The Police Department Director shall complete the Arizona State Library, Archives and Public Records Certificate of Records Destruction, in the form attached hereto as Exhibit B and incorporated herein by reference, as may be amended, and shall transfer for all inactive boxes with the Certificate of Records Destruction. Once approved by the Records Manager, the records will be slated for destruction.

7.10 Retrieving Records from the Records Center.

A. If a department needs to retrieve records from boxes stored at the Records Center or the off-site storage facility, the Department Records Clerk or designee shall contact the Records Manager or designee. Only the Records Manager or designee may retrieve records from the Records Center.

B. All architectural/engineering plans and specifications shall be transferred to the Records Center and shall be kept until their retention period expires in accordance with the City's Records Retention and Disposition Schedules.

7.11 Preparing Records for Disposition.

A. Records retained in the originating department for the duration of the retention period should be sent to the City Records Center for destruction at the end of the retention period as prescribed by the City Records Retention and Disposition Schedules.

B. Records stored at the Records Center or at the off-site storage facility will be pulled for destruction at the expiration of their scheduled retention period, and if feasible and necessary in the sole discretion of the Records Manager, the Records Manger or designee will notify the originating department of the impending destruction. The records will be held for 15 working days after the records are pulled unless information is provided to support a change in the retention period of a particular document or record series, including without limitation the reason set forth in Section 7.11(C). The originating department is responsible for notifying the Records Manager if a record should not be destroyed as scheduled or if the records scheduled for destruction fall under the Federal Privacy of Information Act and require destruction by shredding or other approved permanent method of destruction.

C. Scheduled destruction of records will be delayed for reasons such as court orders, litigation, audits, changes in the prescribed retention period or when there is a probability of litigation, each involving the records or requiring their use, or if the records may be required for legal discovery or ongoing audit purposes.

D. The Department Records Clerk shall report the destruction of records by completing a Certificate of Records Destruction, in the form attached hereto as Exhibit B. The Certificate of Records Destruction shall be approved and signed by the Records Manager or designee and it shall be mailed to the Arizona State Library, Archives and Public Records. A copy will be filed in the City Clerk's office and retained for one (1) year.

E. All records on document imaging system whose retention periods have expired will be noted on the Arizona State Library, Archives and Public Records Certificate of Records Destruction, in the form attached hereto as Exhibit B.

7.12 Methods of Disposition. Disposition may consist of any of the following:

A. Destruction by shredding, pulping, or other approved permanent methods.

B. Archival retention in accordance with Section 6.2(C).

C. Micrographic reproduction with destruction of originals.

D. Micrographic reproduction with archival retention of originals.

E. Electronic/digital reproduction with destruction of originals.

F. Electronic/digital reproduction with archival retention of originals.

7.13 In-House Records Destruction. The Department Records Clerk or the Records Manager or designee shall screen the documents from the inactive records boxes for confidential material, such as social security numbers, bank account numbers, etc. Once approved for destruction by the Records Manager, all boxes from Human Resources, Legal and Police Department shall be shredded by the department or via the Records Manager.

7. 14 Outsourced Record Destruction. For documents not destroyed in house, the Records Manager shall confirm that those records are to be destroyed and shall submit these records for destruction to the appropriate vendor. Upon destruction, the vendor shall provide the Records Manager with an Affidavit of Destruction.

8. FORMS.

8.1 Forms Management. Forms management is the centralized and systematic control of forms, including design, utilization, revision and stocking of the forms.

A. To avoid the pitfalls associated with the utilization of poorly designed forms, each department shall work in close association with the Department Records Clerk and City Clerk staff in developing an efficient and cost-effective forms management program.

B. In developing and maintaining an efficient forms management program, the Department Records Clerk shall:

(1) Analyze the forms currently in use in the department in relation to their costs;

(2) Eliminate the use of forms that have ceased to serve a useful purpose;

(3) Redesign current forms and design new forms in a manner that will help achieve a maximum efficiency and usefulness;

(4) Consolidate forms with substantially the same informational content or similar uses;

(5) Eliminate extra copies of forms that are not routinely used or are needless; and

(6) Identify the most economical and efficient methods for the printing, storage and distribution of forms.

EXHIBIT B
TO
CITY OF SAN LUIS
RECORDS MANAGEMENT AND RETENTION POLICY

Certificate of Records Destruction

See following page

ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director

ARCHIVES AND RECORDS MANAGEMENT

INSTRUCTIONS

Use this form *ONLY* for records that were destroyed and were on a current approved Retention Schedule.

1. In the top section enter the name of your Agency or Public Body, and include any subdivision breakdown for division, department or unit.
2. List the Record Series titles associated with the destruction using the exact record series name(s) found on the approved Retention Schedule being following.
3. Enter either the schedule number or approved date for the Retention Schedule you are following to determine eligibility for destruction.
4. Enter the item number from the authorized schedule you are following.
5. Enter the earliest date of records you are requesting to destroy under the *Records Start Date* column and the latest date for the records you are requesting to destroy under the *Records End Date* column.
6. Enter the format of the records to be destroyed under the *Format: Paper, Digital, Microfilm* column.
7. Enter the amount of records being destroyed under the *Number of Files, Boxes, Reels or Electronic File Size* column.
8. If additional pages are needed for reporting, please save and print the form and fill in the corresponding page numbers at the top of the form.
9. At the bottom of the form enter the Agency or Public Body name, date on which the records were destroyed, and the printed and signed name of the individual who actually performed or arranged with a contracted vendor for the destruction of the records.
10. Mail or e-mail the original completed form to the Arizona State Library, Archives, and Public Records, Records Management Center. Fax copies are acceptable only if the received fax is legible.

ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director

ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body _____ **Division** _____

Department _____ **Office/Unit** _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels; Electronic File Size

Name (type or print):	**Title: Records Officer or Designee** (type or print):	**Phone :**
Signature:	**E-Mail:**	**Date:**

RECORDS MANAGEMENT CENTER
1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: http://www.azlibrary.gov/records
Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov

Revised 08/2013

An Equal Opportunity Employer

PRESENTATION

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

Meeting Date: 12/14/2016

Presentation Topic/Summary:

Presentation of proposed plans for Friendship Park. **(Lizandro Galaviz, Parks & Recreation Director)**

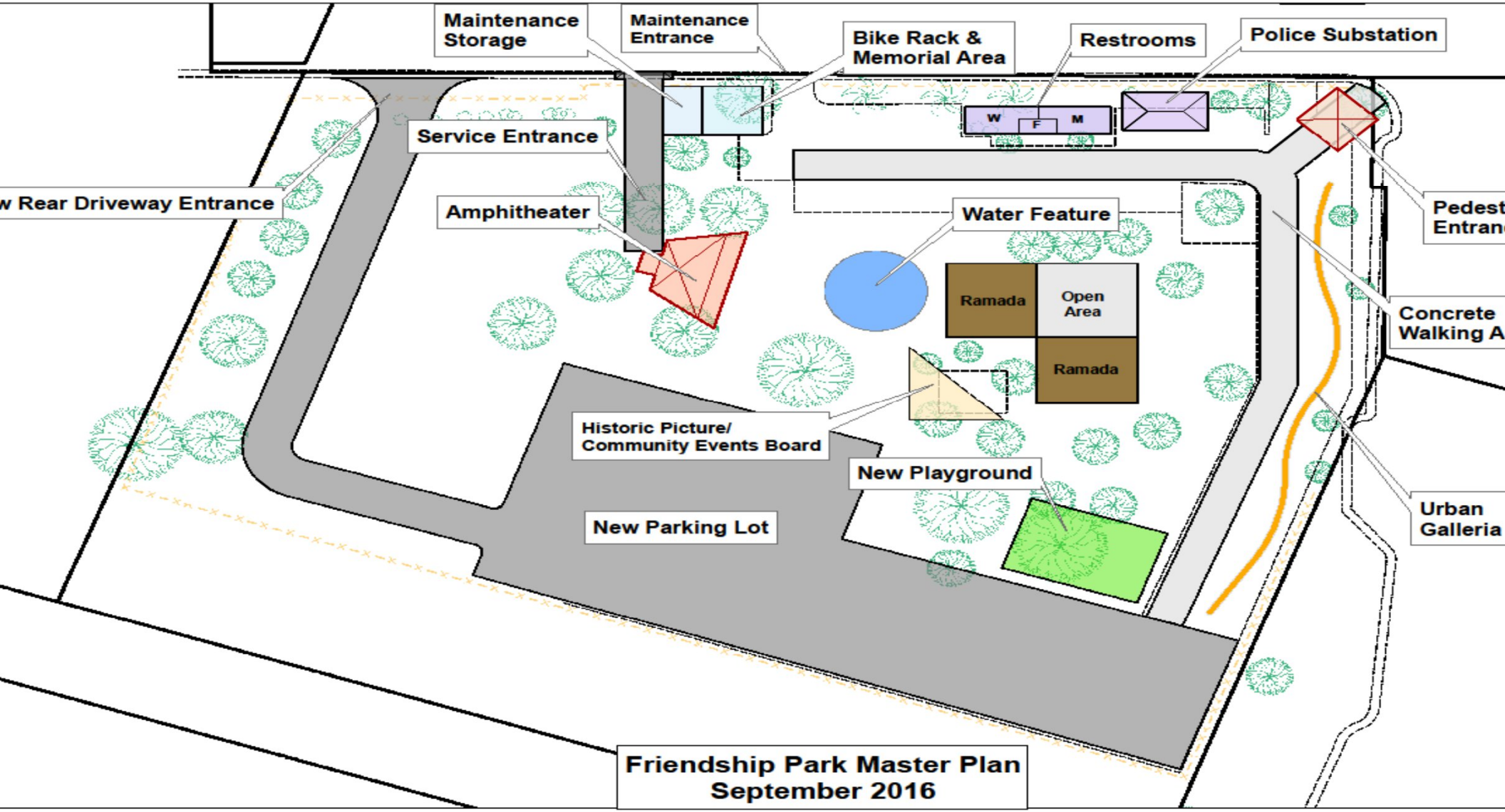
Attachments

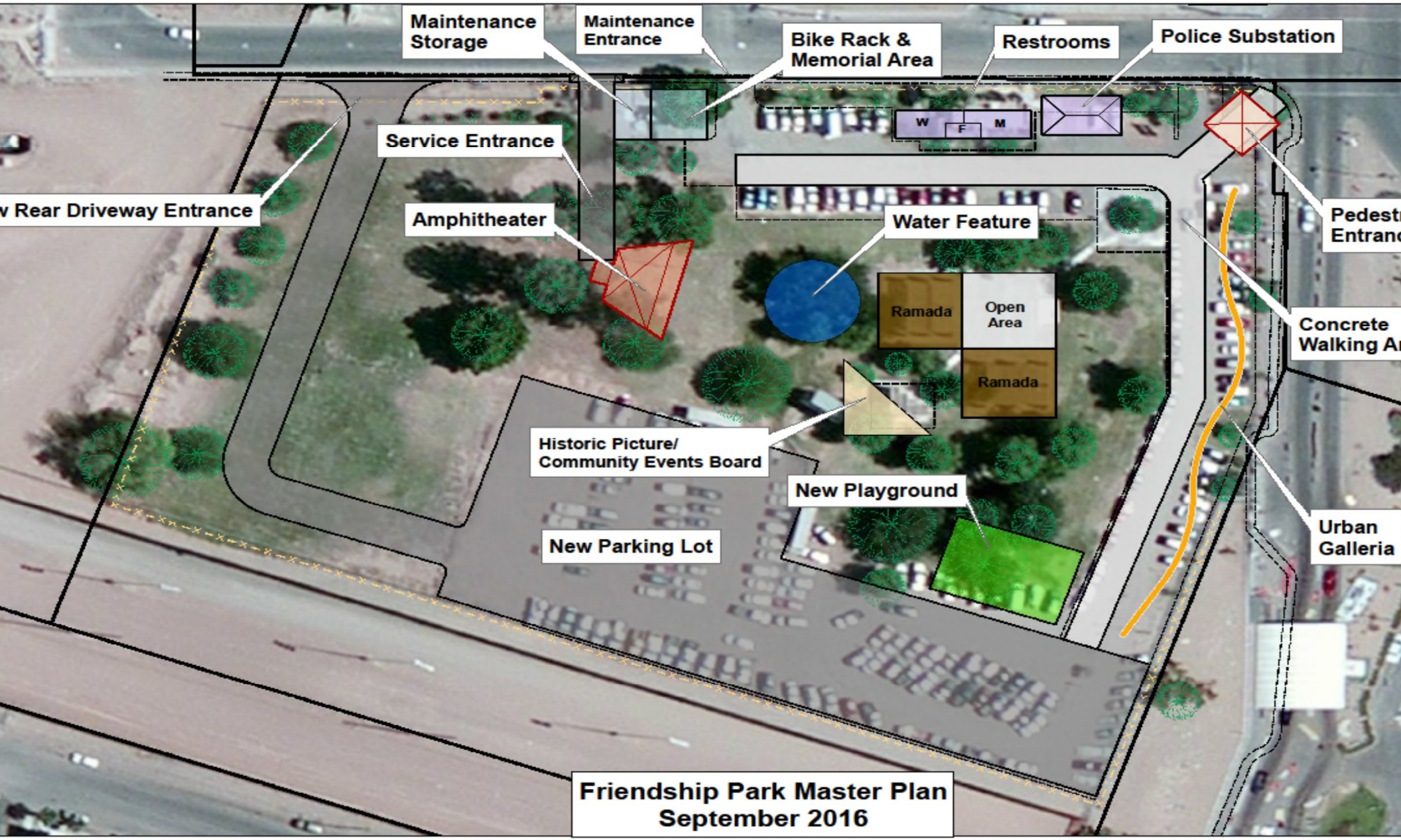
Friendship Park Master Plan Proposal

Friendship Park

Proposed Master Plan 2016/2017

Proposed Master Plan Layout




Maintenance Storage
Maintenance Entrance
Bike Rack & Memorial Area
Restrooms
Police Substation
W
F
M
Service Entrance
w Rear Driveway Entrance
Amphitheater
Water Feature
Ramada
Open Area
Ramada
Pedest
Entranc
Concrete
Walking A
Historic Picture/
Community Events Board
New Playground
New Parking Lot
Urban
Galleria
Friendship Park Master Plan
September 2016

edestrian Entrance
7K to $20K







layground Area

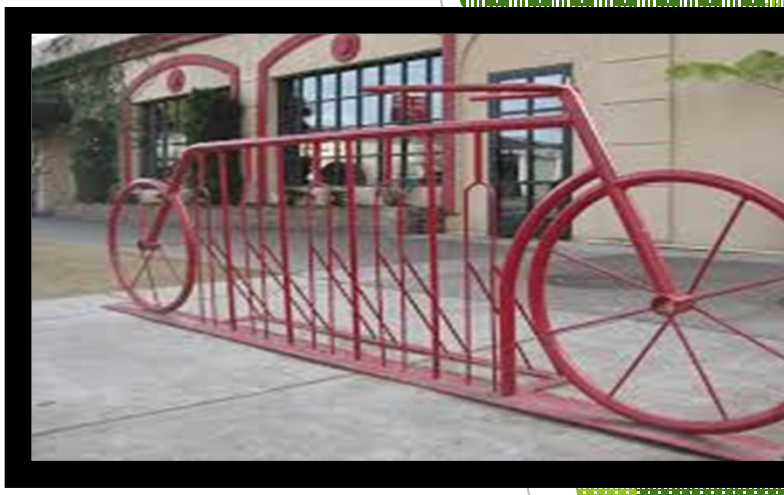
$60k to $150k





orial Bike Rack Area
to $6K









Water Feature Plaza
$20K to $50k





Amphitheater Area

$30k to $60K

Modern



Traditional



Kiosk

(Mobile or Permanent)











ade Structures

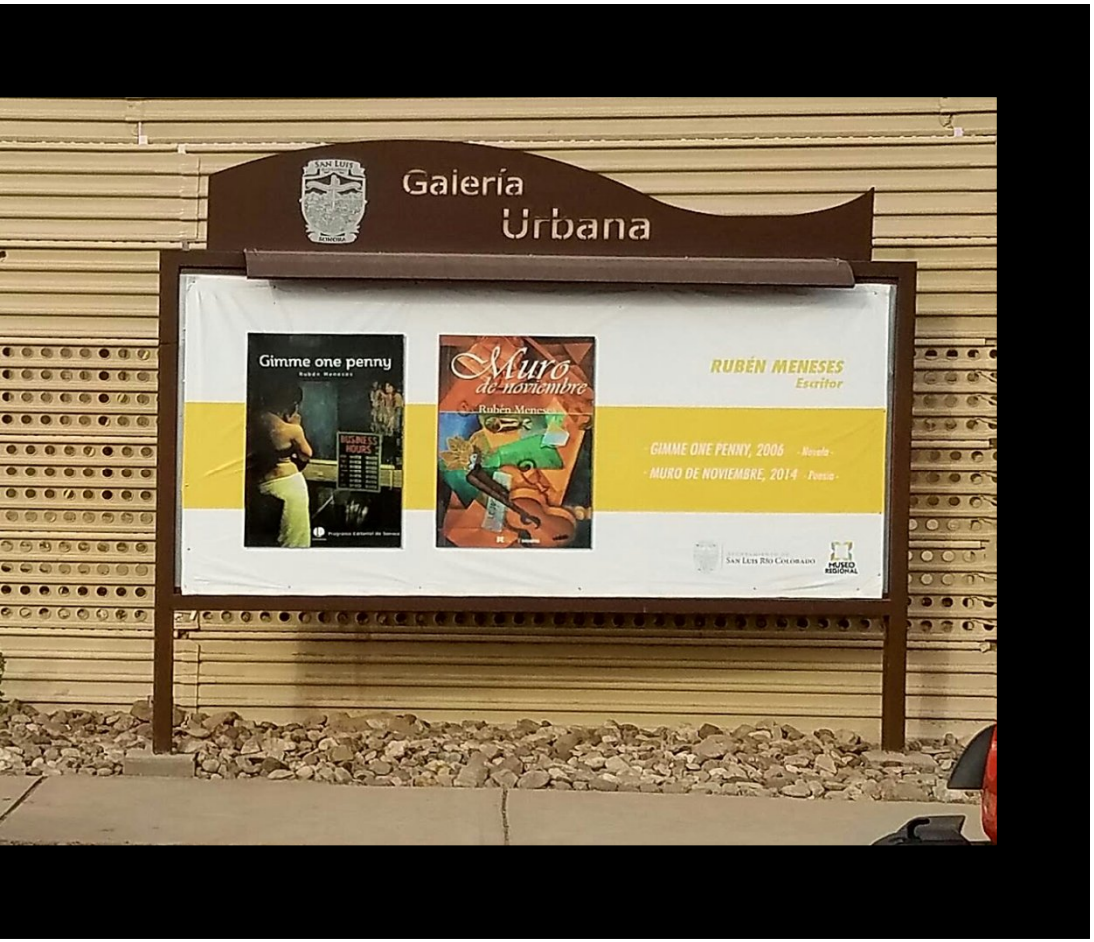








allery Area
5k to $20K





Historic/Visitors Center





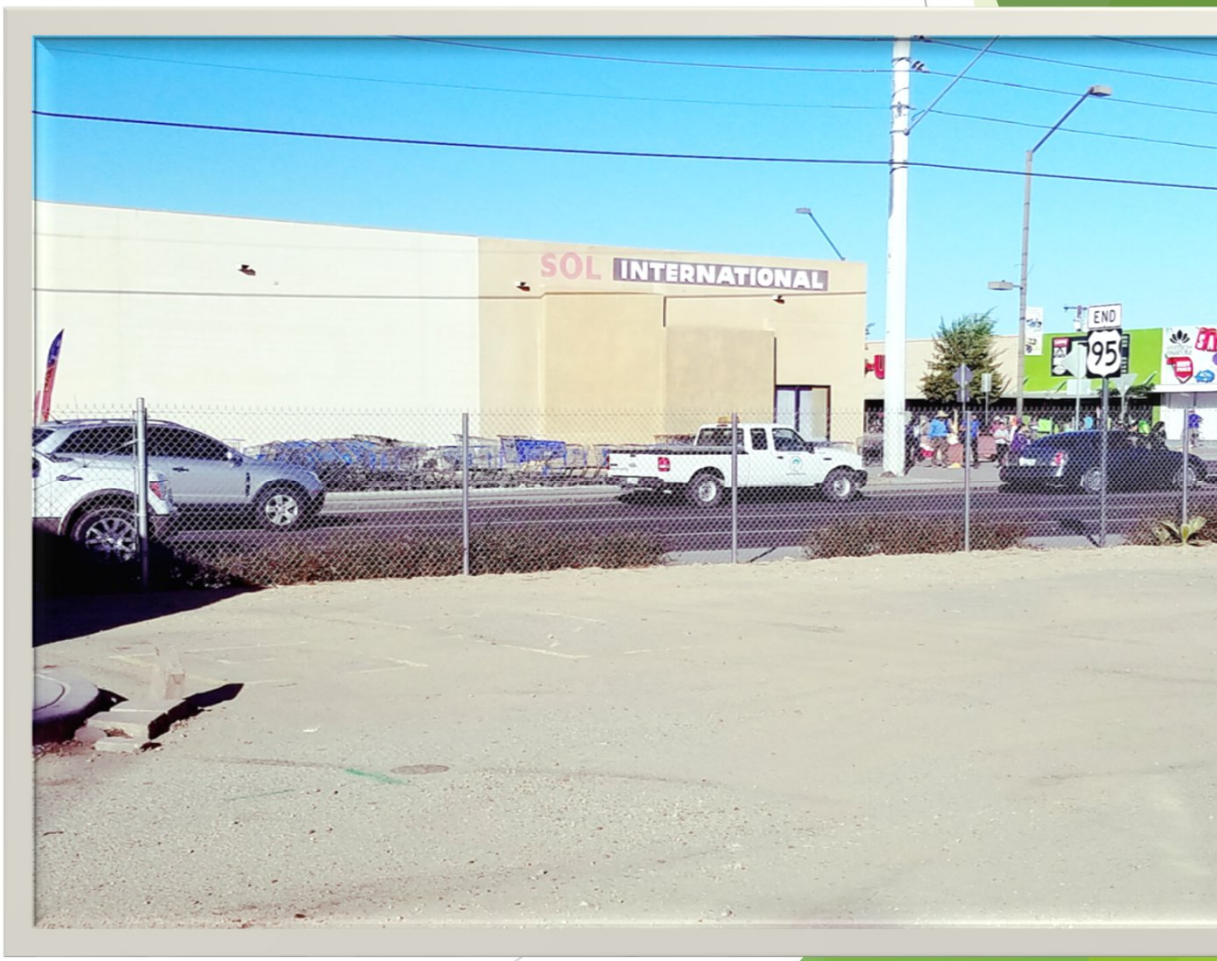
Info Calendar/Event Board /Historic Art Work





Police Sub-Station





arking Lot (Existing)



Area (Proposed)
e Source: ($3 per day) (100 spaces)
s per year ($72K per year)



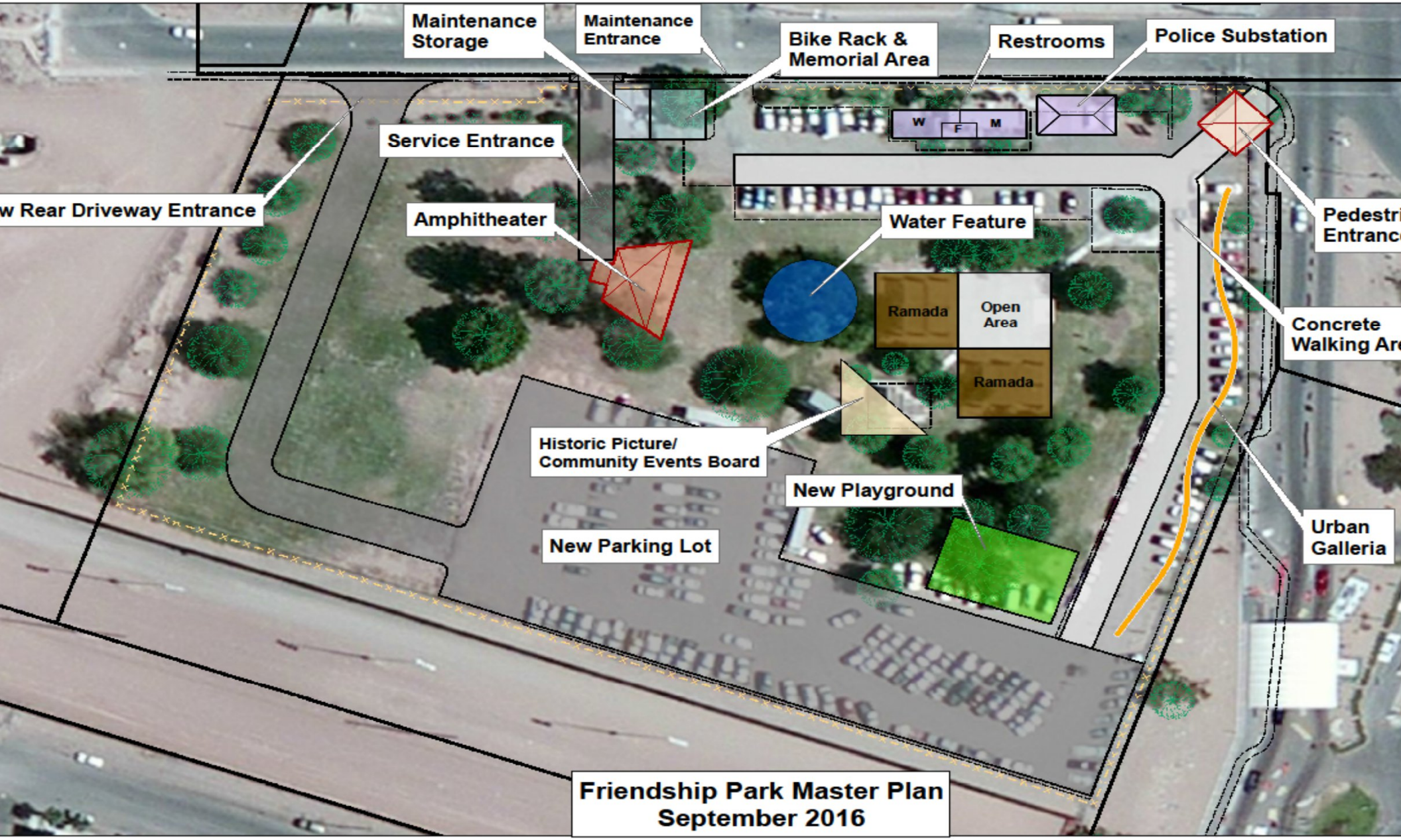




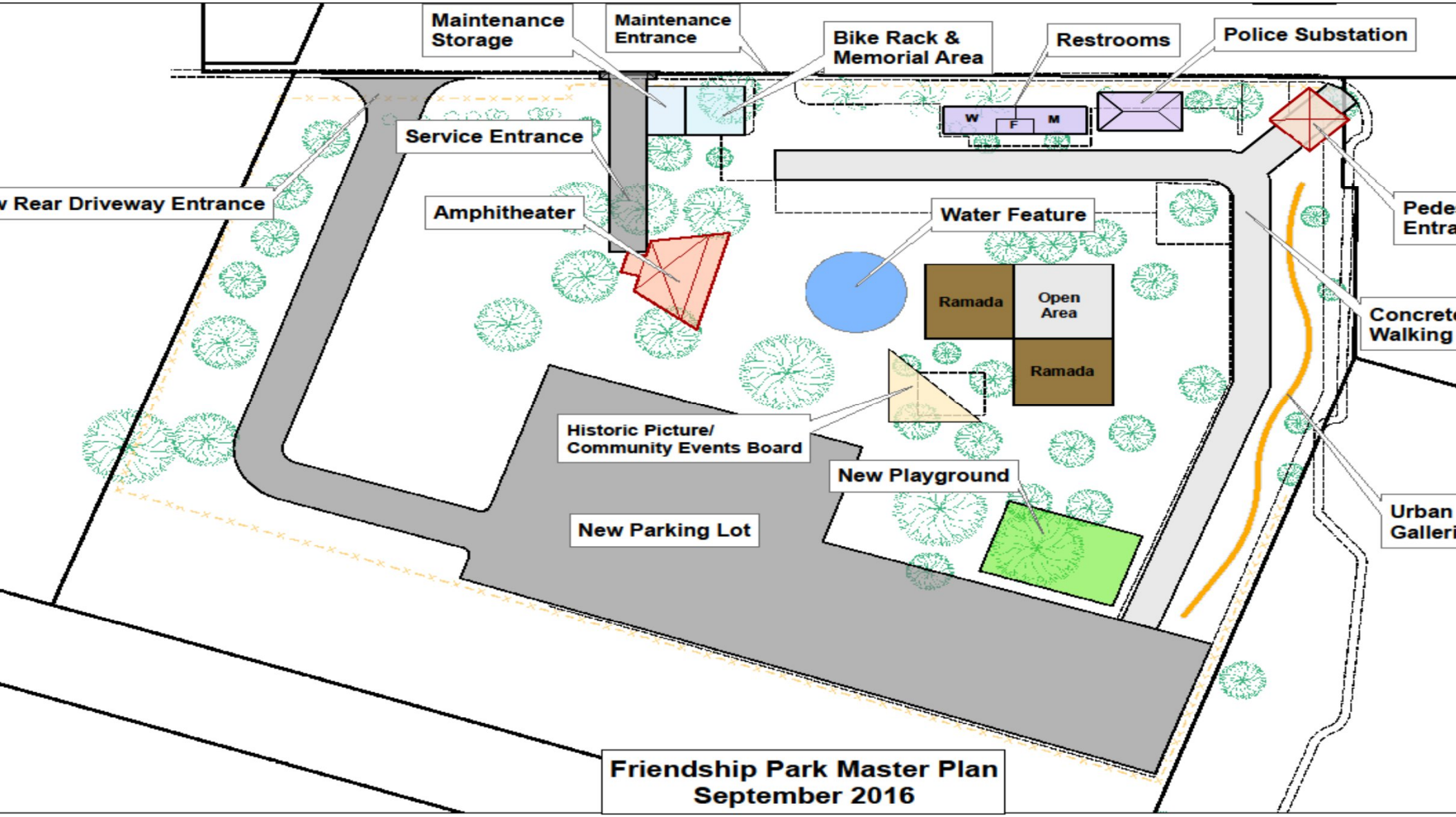







Maintenance Storage
Maintenance Entrance
Bike Rack & Memorial Area
Restrooms
Police Substation
W
F
M
Service Entrance
w Rear Driveway Entrance
Amphitheater
Water Feature
Pedestri Entranc
Ramada
Open Area
Ramada
Concrete Walking Ar
Historic Picture/ Community Events Board
New Playground
New Parking Lot
Urban Galleria
Friendship Park Master Plan
September 2016

Proposed Master Plan Layout



AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/14/2016

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding proposed agreement with Tadeo A. De La Hoya as City Manager. **(Kay Macuil, City Attorney)**

SUMMARY:

On December 7, 2016, City Council appointed Tadeo A. De La Hoya conditioned on a mutually agreeable contract. A proposed contract has been prepared for City Council's consideration. The salary is the minimum pay for the position under the 2006 Salary Schedule **($100,653.00).** The 2006 Salary Schedule is currently effective for all employees. The contract terms are comparable to other key personnel in the City.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CITY MANAGER'S CONTRACT AS PRESENTED FOR TADEO A. DE LA HOYA.

Supporting information not attached to the Agenda Item Review Form:

Employment Agreement

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$100,653.00
BUDGETED:	$282,800.00
AVAILABLE TO TRANSFER:	Not Applicable
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	$222,601

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

In addition to the salary the benefits amount is $28, 293.86.

The General Ledger Account for City Administration Salaries includes includes the salary for the City Manager, the Interim City Manager, the Administrative Assistant and the Assistant to City Council / Public Information Officer.

Attachments

City Manager Contract

EMPLOYMENT AGREEMENT

The effective date of this Agreement is the 7th day of December, 2016 between The City of San Luis, Arizona, ("City"), a municipal corporation of the State of Arizona, 1090 Union Street, San Luis, Arizona, and Tadeo Azael De La Hoya, ("City Manager").

SECTION I
TERM AND NATURE OF EMPLOYMENT

The City Manager shall enter into the employment of the City as the City Manager of the City of San Luis, Arizona beginning on the 7th day of December, 2016. The Agreement shall remain in full force and effect until terminated as provided in Section V of this Agreement.

SECTION II
DEVOTION OF FULL TIME TO BUSINESS

The City Manager shall devote the whole of his time, attention, and energies to the performance of his duties as the City Manager of the City of San Luis, Arizona, and shall not, either directly or indirectly, alone or in partnership, be connected with or concerned in any other employment, business or pursuit during the term of employment unless expressly approved by the City Council of the City of San Luis, Arizona.

SECTION III
DUTIES

The City Manager shall, subject to the direction and control of the City Council of the City of San Luis, take entire charge of the administration of the City and perform the duties of the office of City Manager as set forth in the Ordinances and Code of the City of San Luis, Arizona as well as the functions and duties specified in the applicable Arizona Statutes, including but not limited to ARS §9-303. The City Manager shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that is usually done by persons occupying his position as the chief administrative officer of a political subdivision.

SECTION IV
RATE OF COMPENSATION; OTHER TERMS AND CONDITIONS

A. The salary of the City Manager shall be an annual base salary of $100,653.00 payable biweekly effective as of December 7, 2016. The City Manager shall accrue vacation and sick time as all other city employees.

B. The City Council may review, evaluate, and complete the evaluation of the performance of the City Manager from time to time during the term of this Agreement. The structure and timing of such review and evaluation, as well as any adjustment in base salary or other compensation, shall be in the sole discretion of the City Council. The City Council shall not at any time during this contract reduce the salary,

compensation, or other benefits for City Manager without the mutual consent of City Manager.

C. The City Council agrees to budget and pay for the professional dues and subscriptions of the City Manager as the City Council deems necessary for his continuation and participation in national, regional, state and local associations and organizations necessary for his continued professional participation, growth and advancement, and for the good of the City. The City Council agrees to budget and to pay for the travel and subsistence expenses of City Manager to annually attend the National Conference of the International City Managers Association and other short courses, institutes, seminars, and conferences as the City Council deems appropriate and that is necessary for his professional development and for the good of the City. The City Council likewise agrees to budget for the payment of dues and subscriptions deemed to be job related and in the best interests of the City.

D. Unless otherwise stated herein, City Manager shall be entitled to all other employment benefits provided for employees of the City which are not specifically mentioned herein, including, but not limited to, health insurance and participation in an employee retirement system and any cost of living adjustments made to employee compensation.

E. City Manager shall, during his employment with the City, have the use of an automobile provided to him by the City. The City shall be responsible for paying liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile. In the event City Manager uses his personal vehicle for travel with respect to City business he shall be compensated for mileage in accordance with the policies of the City then in effect.

F. It is recognized by the City Council that City Manager must devote the time necessary to his duties involving both normal office hours and time outside these hours. The taking of personal time off should be in line with this premise, and rests in the discretion of City Manager.

G. Indemnification – The City agrees to defend, save harmless and indemnify City Manager against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as City Manager for the City, even if said claim has been made following his termination from employment, provided that the City Manager acted within the scope of his duties. The City may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to the City Manager.

H. Bonding – The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance in the scope for the City Manager’s employment.

I. Severability and Headings – Each provision of this Agreement stands alone and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

J. Education – It is agreed and understood that City Manager will pursue and obtain his Bachelor's degree by December 31, 2018 unless otherwise agreed by the parties.

SECTION V
TERMINATION OF EMPLOYMENT

A. Termination by the City without Cause – Upon the giving of at least thirty (30) days written notice to City Manager, unless the parties agree on another time period; the City Council may terminate this Agreement at any time for any reason other than For Cause (For Cause as defined below in Section V Subsection D).

B. Termination by the City Manager – Upon the giving of at least thirty (30) days written notice to the Mayor and City Council, unless the parties agree on another time period; the City Manager may resign from his employment at any time. In the event of resignation under this section, the City Manager shall not be entitled to severance pay.

C. Termination by the City "For Cause" – Upon delivery of written notice to the City Manager of termination For Cause (For Cause as defined below in Section V Subsection D), the City may terminate the City Manager. In the event of termination For Cause (For Cause as defined in Section V Subsection D), the City Manager shall not be entitled to severance pay.

D. "For Cause" is defined as conviction or plea of guilty or plea of *no lo contendere* relating to any felony or a class one misdemeanor, a crime of moral turpitude, a material breach of any provision of this agreement, or an act of fraud, deception, misrepresentation, or active concealment of material facts.

E. Upon termination or resignation in addition to any other rights to compensation or benefits to which City Manager may have under this Agreement or law, City Manager shall be paid his accumulated vacation time and sick time based upon the rate of salary as of the date of termination.

F. Severance Pay **-** If the City terminates the City Manager without cause or if the City Manager resigns following an offer to accept resignation by City as a representative of the majority of the City Council, the City Manager shall be entitled to A severance payment equal to six (6) months' salary at the rate of pay at the time of termination. City Council reserves the right to suspend any severance payment pursuant to this subsection during any proceedings while felony or class one misdemeanor charges are pending.

SECTION VI
CONTRACT TERMS TO BE EXCLUSIVE

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

SECTION VII
WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

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

SECTION VIII
NOTICES AND REQUESTS

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the Party at the address below (i) by personal service (ii) by registered or certified U.S. Mail with return receipt requested, or (iii) by a recognized and reputable overnight delivery service

If to the City:	City of San Luis Attention Mayor 1090 E. Union Street P.O. Box 1170 (If by U.S. Mail) San Luis, Arizona 85349 With Copy at the Same Address to the City Attorney
If to the City Manager	Tadeo Azael De La Hoya 1090 E. Union Street P.O. Box 1170 (If by U.S. Mail) San Luis, Arizona 85349

Or at such other address, and to the attention of such other person or officer as any Party may designate in writing by notice duly given pursuant to this Subsection.

SECTION IX
CONTRACT GOVERNED BY LAW OF STATE OF ARIZONA

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

B. In the event that the City adopts as a policy a program of settling employment claims or suits by binding arbitration, and adopts a form of agreement for new employees to sign during the course of this Agreement, City Manager agrees to sign said agreement and be bound by the same.

C. This Agreement shall be subject to the cancellation provisions of A.R.S. §38-511.

In witness whereof, the City of San Luis, Arizona has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested to by its Clerk, and Tadeo Azael De La Hoya, City Manager, has signed and executed this Agreement on this _____ day of December 2016.

_____
Tadeo Azael De La Hoya, City Manager

_____
Gerardo Sanchez, City Mayor

Attest:

_____
Sonia Cornelio, City Clerk

Approved as to form:

_____
Kay Macuil, City Attorney

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/14/2016

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. 1170. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a Development and Protected Development Rights Agreement for a solar wind energy tower between the City of San Luis, Arizona and Arizona Green Power, L.L.C. **(John Starkey, Director of Planning and Zoning, Glenn Gimbut, Assistant City Attorney, and Ron Pickett of Arizona Green Power)**

SUMMARY:

Ron Picket wishes to update City Council on the progress on the solar wind energy tower project and is requesting to enter into a new Development and Protected Development Rights Agreement under the entity now slated for the project, Arizona Green Power, an Arizona Limited Liability Company.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 1170.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

This item does not affect the budget.

Attachments

Resolution No. 1170

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 1170

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING A DEVELOPMENT AND PROTECTED DEVELOPMENT RIGHTS AGREEMENT FOR A SOLAR WIND ENERGY TOWER PROJECT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND ARIZONA GREEN POWER, L.L.C.

WHEREAS, Arizona Green Power, L.L.C. desires to enter into a development and protected development rights agreement for the Solar Wind Energy Tower project to be located in San Luis, Arizona; and

WHEREAS, A.R.S. §9-500.05 and §9-1201 grants power to a municipality to enter into development and protected development rights agreements; and

WHEREAS, the parties desire to enter into such agreements;

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

Section 1: That the Development and Protected Development Rights Agreement between the City of San Luis, Arizona and Arizona Green Power, L.L.C. as attached hereto as Exhibit "A", is hereby 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 all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of December, 2016

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Exhibit A

DEVELOPMENT AND PROTECTED DEVELOPMENT RIGHTS AGREEMENT

THIS DEVELOPMENT AND PROTECTED DEVELOPMENT RIGHTS AGREEMENT (the "**Agreement**") is entered into this _____ day of _____, 2016, by and between Arizona Green Power, L.L.C., a limited liability company authorized to do business and doing business in Arizona, (the "**Developer**") and the City of San Luis, an Arizona municipal corporation (the "**City**"). This Agreement is entered into pursuant to City Resolution Number 1170.

RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements and A.R.S. § 9-1201 authorizes the City to enter into a protected right development plan with landowners and persons having an interest in real property that is located in the City; and

B. WHEREAS, Developer has an interest in 640 acres of property in the municipal limits of City (the "**Property**") located between County 24th, County 25th, Ave. D, and Ave. C, which is more specifically described herein; and

C. WHEREAS, the Property was the subject of a preannexation development agreement with San Luis Port II L.L.C. dated April 27, 2011; and

D. WHEREAS, this Agreement is consistent with the portions of the City's General Plan applicable to the Property;

E. WHEREAS, Developer and City desire to see the ultimate development of the Property for the project proposed by Developer, as set forth in this agreement which will have a significant and positive impact upon the City and its residents; and

F. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 1170.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1. Certificate of Completion as used in this Agreement, shall mean a final written acceptance of the completed and inspected project issued by the Public Works Department. A certificate of completion will not be issued until the entire project is completed in conformance with the Agreement and accepted by the City.

1.2. City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.3. Developer shall mean and refer to Arizona Green Power, L.L.C., an Arizona limited liability company.

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Developer or the City, as the case may be, pursuant to the terms of this Agreement.

1.5. Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit A.

1.6. Protective Development Right Plan and Schedule of Performance shall mean and refer to that schedule of performance agreed to by the City and the Developer as set forth in Exhibit B attached hereto.

1.7. Tower shall mean the solar wind tower project Developer proposes for the Property to generate electric power.

ARTICLE 2. DEVELOPMENT PLAN

2.1. Duration of Protected Development Rights. The term of this Agreement shall continue and exist from the effective date of this Agreement for a period of three years pursuant to the provisions of A.R.S. § 9-1203.A. Subject to the provisions of A.R.S. §9-1203.B, the commencement of construction of the initial construction phase during the term of this Agreement shall entitle the development of the Tower project to a two year extension of the term of this Agreement. Any building permit(s) issued shall be subject to the provisions of A.R.S. §9-1203.D.

2.2. Schedule of Performance. The City and the Developer intend that the planning and development of the Property shall be achieved pursuant to the Schedule of Performance attached hereto as Exhibit B.

2.3. Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's current building and development requirements (hereinafter collectively called "**Approval Requests**"). City approves the Conceptual Plan attached hereto as Exhibit C for the development of the Property and agrees that said Plan can be built by Developer consistent with the current zoning on the Property as a conditional use permit, or new zoning to be obtained by Developer in

accordance with City's rules regulations and ordinances and that it is consistent with the General Plan of the City. The City agrees to timely process and support any rezoning application or conditional use permit application submitted by the Developer to the City for the development of the Property in accordance with the Conceptual Plan. Developer will be entitled to build the heights, densities, and intensity of uses as shown on Exhibit C, provided that all development and zoning processes are complied with by Developer. In order to provide for expedited approval, permitting, and inspections, it is agreed that City may engage appropriate consultants and professionals, in its sole discretion. Developer agrees to reimburse City for those costs in accordance with the provisions of section 2.4 below.

2.4. Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("**Submitted Materials**") submitted by the Developer to the City hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible. As stated in Section 2.3 above, it is agreed that City may engage appropriate consultants and professionals, including professionals to design and manage the construction of the improvements provided in Article 3, in its sole discretion. Developer agrees to reimburse City for all such costs and expenses. The City shall additionally be entitled to recover the administrative cost of staff time spent by the Public Works Department with respect to plan review, permitting, and inspections. Billing for this time shall be by time at the hourly rate of pay, plus benefits, of the person or persons performing work. Failure to render payment within twenty days of the date of billing shall subject Developer to a service charge of 2 percent per month until such sums have been paid.

2.5. Manager's Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Developer and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of the Developer requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law.

2.6. Conflict with Prior Pre-Annexation Agreements. The City agrees in the event of any conflict between the provisions of this Agreement and the City's preannexation development agreement with San Luis Port II L.L.C. dated April 27, 2011, any other development agreement, or any other type of agreement with City as a party pertaining the Property, the terms and provisions of this Agreement shall control.

ARTICLE 3. TOWER WATER

Developer will develop a well or series of wells on the Property to the specifications of City. Those specifications shall be with the understanding the wells will need to supply untreated City water to the Tower in the amounts and for the period of time stated below. To this end the specifications will provide for sufficient number of wells and sufficient depth and capacity to prudently be able to provide water at 8,000 acre feet a year for 50 years with an understanding that the Developer or its successors

shall be responsible for such future replacement wells or future improvements to existing wells such that water can be supplied in the quantities and for the time provided herein. The City agrees the Developer shall take delivery of untreated City water at the well(s) and Developer shall construct the necessary infrastructure to transfer said City water to such location as determined by the Developer for Developer's intended use of the Property. Developer also agrees to either build the infrastructure needed to accept and treat gray water from the City wastewater treatment plant on Ave. D as an augmenting supply of water by the City, or the infrastructure needed to have said gray water be injected so as to recharge the aquifer. Said wells and related infrastructure and equipment shall be dedicated to the City along with appropriate easements for operation and maintenance by the City. Subject to Federal and State regulation and the ability of the City to maintain a 150 year adequate water supply to its residents and property owners, the City agrees to provide untreated City water and/or gray water to the Tower at the rate of 8,000 acre feet of water per year for a period of 50 years as provided herein. Developer agrees to pay any and all costs associated with any application for modification of the Arizona Department of Water Resources decision and order AWS No. 2011-003 for adequate water supply pursuant to subsection IV.4 of said decision necessitated due to any committed demand provided for herein. Payment of said costs shall be subject to the billing provisions as set forth in Section 2.4 above. City agrees to work with Developer and/or its successors or assigns to supply water to the Property after this initial term has expired. Untreated City water shall be initially supplied to Developer at the rate of $1.15 per thousand gallons, with a cost of living adjustment as set forth below. The terms and conditions of provision of City water may be determined by separate agreement between the City and Developer. Payment shall be subject to the provisions for billing as set forth in Section 2.4 above. Developer agrees to supply and pay for all electric power needed to operate the wells providing untreated City water, or the pumps providing gray water, to the Tower. Any and all storage, treatment, pressurization, purification, or other water systems, save and except the wells on the Property, or improvements at the City's wastewater treatment plant, for delivery of City water/or gray water to the Tower shall be the property and the responsibility of Developer or its successors or assigns. The disposal of any brine or other byproducts of purification of water for tower operations shall not be through the wastewater systems of City and shall be the responsibility of Developer or its successors.

Cost of Living Index Adjustment. At the end of the fifth year after the date of provision of City water to the Tower begins, and each subsequent five years from that date, the charge for water service shall be adjusted for the succeeding five (5) years in direct proportion to any increase in the cost of living index from the base index (as defined below) to the last date prior to the anniversary date for which the index is published. The cost of living index shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for the Consumer Price Index excluding rent for the City of Phoenix, Arizona. The base index for the Consumer Price Index shall be the index published for the month and year that water service is initiated, which the parties agree is agreed base index. If the above-mentioned index shall subsequently cease to be published, City shall use such an index that is substantially similar in nature to the

present publication, and an adjustment to reflect that substantially similar index, if necessary, shall be made.

ARTICLE 4. ROADWAYS AND EASEMENTS

4.1 24th and Ave. D Developer agrees to develop appropriate turn lanes, and traffic signalization on Ave. E at County 24th and acquire such rights of way as may be needed and develop County 24th from Ave. E to Ave. D as a four lane road and Ave. D from County 24th to the entry to the Tower site as a four lane road pursuant to the construction standards and specifications for a major Arterial Street as set forth in the City of San Luis Public Works Standards as may exist at the time of development of such infrastructure. The remainder of Ave. D to County 25th Street shall be developed as a Major Collector with a right of way width of 80 feet. Developer agrees to dedicate sufficient right of way such that this remainder from the entry to the Tower site on Ave. D to County 25th Street shall be 55 feet in width from Section 13, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Official Records of Yuma County, Arizona. Developer agrees to be responsible for the relocation of Arizona Public Service Company power poles as may be necessary.

4.2 24th from D to C Developer agrees to dedicate right of way on the northern edge of the Property along the County 24th alignment from Ave. D to Ave. C in the width of 75 feet.

4.3 25th from D to C Developer agrees to dedicate right of way on the southern edge of the Property along the County 25th alignment from Ave. D to Ave. C in the width of 75 feet.

4.4 Ave. C Developer agrees to dedicate right of way on the eastern edge of the Property along the Ave. C alignment in the width of 75 feet.

4.5. Traffic Study City shall provide for a traffic study and Developer agrees to reimburse City for said study pursuant to the reimbursement provisions of Section 2.4 above, and develop and construct such additional roadway improvements or signalization, in addition to the improvements stated above, as may be shown as needed by such study, or as agreed upon by the City and Developer, subject to Section 4.6 below.

4.6 Interior of Property City shall not require any right of way dedications or easements for public roadway or other purposes within the interior of the Property, except as provided by Article 3 above.

4.7 Easements for Transmission of Power City agrees to provide Developer with the use of the City's existing right of way and easements on Ave. D, to the extent that sufficient property rights exist such that transmission lines can safely and properly exist without interference in other uses within the rights of way and/or easements, and can be established without interference in the use or development of neighboring

properties, and to work with Developer to obtain such additional rights of way or easements for the transmission of electricity from the tower to such points as may be needed to connect to an appropriate electrical transmission grid.

4.8 Street Lights. Developer agrees to install street lights on Ave, D from the intersection with 24th street to the intersection with 25th street and to establish a Street Lighting Improvement District.

ARTICLE 5. UTILITY SERVICE

City agrees to provide water and wastewater utility service to the Property, subject to the provisions of Article 3 above, in accordance with its ordinances, rules, regulations, and rates. Developer shall be responsible for the costs of extending and connecting to the City's existing water and wastewater lines located on County 24th.

ARTICLE 6. INDEMNIFICATION

6.1 Developer agrees to defend, indemnity and hold harmless City, its officers, officials and employees ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Developer or a subcontractor or anyone for whose acts any of them may be liable.

6.2 If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Developer (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Developer, or if covered by insurance, Developer's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Developer shall pay the reasonable costs and expenses thereof.

6.3 Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Developer neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Developer's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in

good faith and Developer shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

6.4 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions of this Agreement.

6.5 The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 7. SUBAGREEMENTS

7.1 Subordinate Development Agreements. The City and Developer hereby acknowledge that the development of the Property may be accomplished by Developer through a series of other agreements and arrangements. In connection therewith, it is anticipated and contemplated by the parties that there may be a desire to negotiate and enter into separate and subordinate development agreements with the City and/or Developer with respect to infrastructure Improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between the City and/or Developer. Upon the request of Developer the City shall timely meet with and negotiate with Developer such other agreements and arrangements necessary for the development of the Property.

ARTICLE 8. MEDIATION AND DEFAULT

8.1 Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager and the initial representative for the Developer shall be its project manager, as identified by the Developer from time to time (the "Developer Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

8.2 Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

8.3 Default. Failure or unreasonable delay be any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof

from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 9. TERMINATION

9.1 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

ARTICLE 10. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

10.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

10.2. No Personal Liability. No member, official or employee of the City shall be personally liable to Developer, 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 Developer or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE 11. FUTURE AGREEMENTS

It is anticipated and contemplated by the parties that there may be a desire to negotiate and enter into separate independent agreements for the benefit of both Developer and City. To this end the parties hereto agree to negotiate in good faith with regards to such agreements. Subject to availability of power, federal and state regulation, and to such contractual commitments and obligations that might exist, Developer agrees to negotiate with the City in good faith to supply electric power to the City, in the event City should gain legal authority to provide electric utility service pursuant to A.R.S. §§9-511 et seq., at its best fixed rate for twenty (20) years from the date of this agreement.

ARTICLE 12. MISCELLANOUS PROVISIONS

12.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: Tadeo DeLaHoya City Manager
P.O. Box 1170
1090 Union St.
San Luis, Arizona, 85349

If to the Developer: Ron Pickett
Manager
Arizona Green Power, L.L.C.
1997 Annapolis Exchange Parkway
Suite 300
Annapolis, Maryland 21401

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

12.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

12.3. 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 of the Agreement.

12.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

12.5. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and

agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A	Legal Description of Property
Exhibit B	Schedule of Performance
Exhibit C	Conceptual Plan

12.6. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

12.7. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

12.8. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that the jurisdiction and venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such jurisdiction and venue. This agreement shall be subject to the provisions of A.R.S. §38-511. Pursuant to the provisions of A.R.S. §41-4401, Developer further agrees to warrant that it and any of its contractors or subcontractors will comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, subsection A. That a breach of this warranty shall be deemed a material breach of any agreement with City and will be subject to the penalties of A.R.S. §41-4401.A.2. That the City shall have the right to random verification of employment records of Developer, its contractors, or subcontractors to ensure compliance with this warranty. Developer shall execute a certification regarding whether it is boycotting Israel as provided by A.R.S. §35-393.01.

12.9. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Developer execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

12.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

12.11. Notice of Conveyance or Assignment. The Developer shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

12.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

12.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

12.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or successor, or under any obligation under the terms of this Agreement.

12.15. Successors and Assigns. The City agrees Developer upon written notice to the City may transfer or assign its rights and obligations under this Agreement to another entity or entities and Developer's successors and assigns shall be entitled to the rights granted to Developer herein and for performance of the Developer's obligations as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS, an Arizona municipal corporation

By: _____
Mayor

THE DEVELOPER, an Arizona Limited Liability Company

By: _____
President

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.

_____
Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Ron Pickett, Manager, on behalf of Arizona Green Power, L.L.C., an Arizona Limited Liability Company.

_____
Notary Public

My Commission Expires: _____

Exhibit A

EXHIBIT A

Section 13, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Official Records of Yuma County, Arizona, consisting of approximately 640 acres

Exhibit B

Schedule of Performance

Solar Wind Energy Tower, Inc. Project

San Luis, Arizona

DEVELOPMENT SCHEDULE OF DEVELOPER

PRECONSTRUCTION PHASE 12 to 36 months following approval of Development and Protected Development Rights Agreement.

. Perform on-site cultural cultural assessment, if applicable

. Perform on-site environmental & habitat assessment, if applicable

. Complete National Enviromental Policy Act (NEPA) Environmental Impact Statement, if applicable

. Conduct sub-surface geological testing, if applicable

. Complete final site plan

. Prepare site: including onsite & offsite grading, utilities and paving

. Commence construction

INITIAL CONSTRUCTION PHASE 12-18 months following Preconstruction Phase

. Complete site work and construct support facilities, including but not limited to roadways, parking areas, and utility lines needed for construction of Tower purposes

. Complete Tower foundation

TOWER CONSTRUCTION PHASE 18-24 months following Initial Construction Phase

. Complete Tower base and wind tunnels

. Complete Tower

. Install Equipment

. Complete grid connection

. Complete all roads, including development of County 24th and Avenue D improvements driveways, parking areas, walls, landscaping, support buildings and other structures for the operation of the Facility

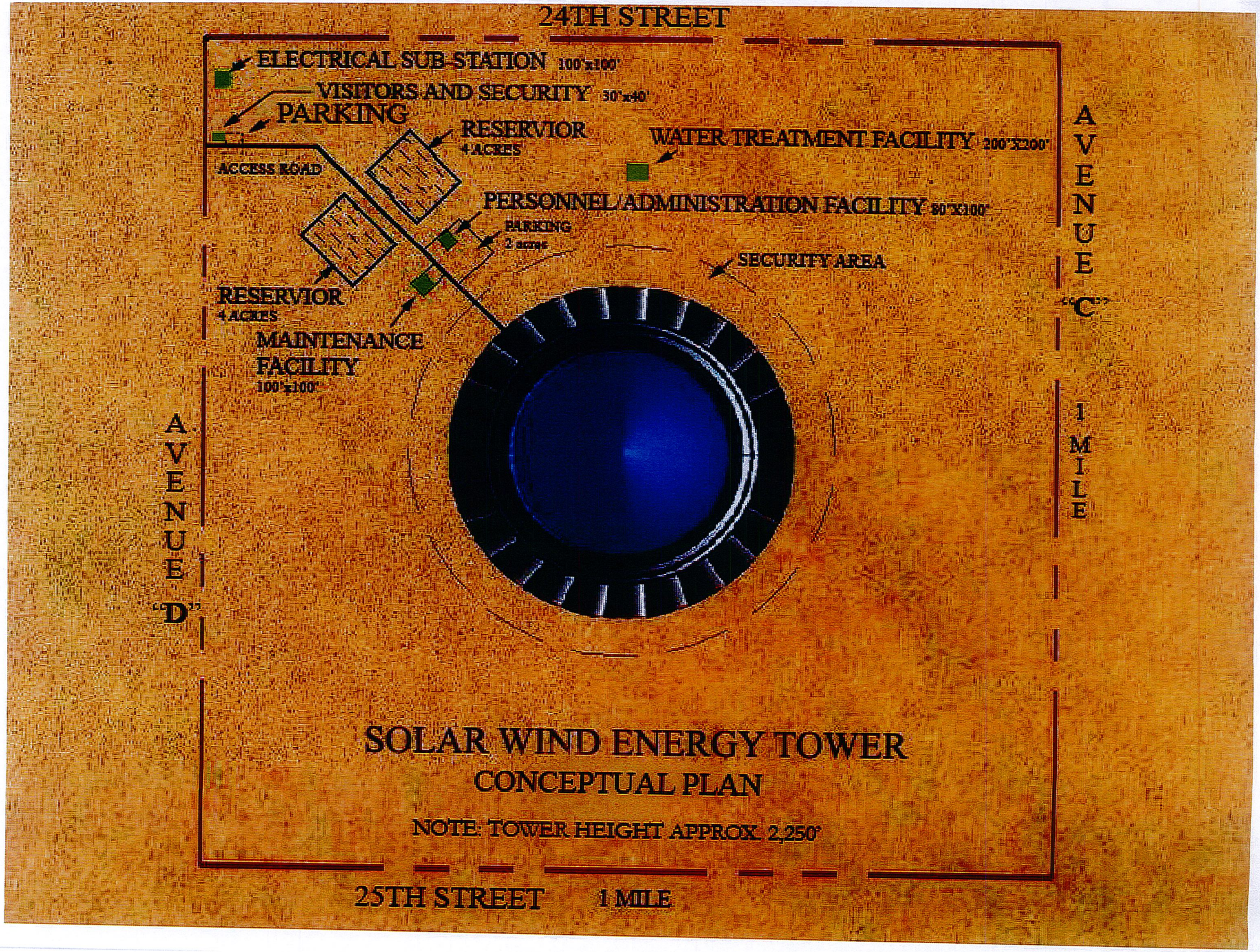
COMMISSIONING AND START UP PHASE 6-9 months following completion of construction

SCHEDULE OF GOVERNMENTAL APPROVALS

1) City agrees to timely and expeditiously process any application for rezoning and/or a conditional use permit for the Developer's Project. Developer agrees to pay all application and advertising costs associated with any rezoning and/or conditional use permit.

2) City agrees to timely and expeditiously process any building or developmental permit applications submitted to the City for the Developer's Project. Developer agrees to pay all fees and costs associated with the review and processing of such permit applications including the payment of outside consultants retained by the City.

Exhibit C


24TH STREET
ELECTRICAL SUB-STATION 100'x100'
VISITORS AND SECURITY 30'x40'
PARKING
RESERVIOR
4 ACRES
WATER TREATMENT FACILITY 200'X200'
ACCESS ROAD
PERSONNEL/ADMINISTRATION FACILITY 80'X100'
PARKING
2 acres
SECURITY AREA
RESERVIOR
4 ACRES
MAINTENANCE FACILITY
100'x100'
AVENUE "C"
1 MILE
AVENUE "D"
SOLAR WIND ENERGY TOWER
CONCEPTUAL PLAN
NOTE: TOWER HEIGHT APPROX. 2,250'
25TH STREET
1 MILE

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/14/2016

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action to adopt Resolution No. 1173. A resolution of Mayor and City Council of the City of San Luis, Yuma County, Arizona prescribing standards of Financial Disclosure for local Elected Officials; repealing conflicting resolutions; providing for severability and declaring an emergency. **(Sonia Cornelio, City Clerk)**

SUMMARY:

This past legislative session, H.B. 2429 (Laws 2016, Ch. 196) amended the Financial Disclosure Statement that is required for candidates and public officers. The primary change was a new category on the statement that requires reporting of certain travel-related expenses, which when reported are exempt as a "gift" under the law. Additionally, the law no longer requires the specific names of the public officer's spouse or children to be included on the statement as long as a general description is provided and allows the public officer to provide a home or work address. Lastly, the Secretary of State is authorized to prescribe the electronic format for the local public officer's Financial Disclosure Statements. The law becomes effective on January 1, 2017.

Resolution No. 1173 repeals Resolution No. 498.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ADOPT AND APPROVE RESOLUTION NO. 1173.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Attachments

Resolution No. 1173

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO. 1173

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, YUMA COUNTY, ARIZONA PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR LOCAL ELECTED OFFICIALS, REPEALING CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to the provisions of A.R.S. § 38-545, as amended, the City of San Luis is required to adopt standards of financial disclosure consistent with provisions of Title 38, Chapter 3.1, Article 1, Arizona Revised Statues, as amended; and

WHEREAS, the City Council has determined that the standards of financial disclosure hereinafter adopted are, with respect to the City of San Luis, consistent with such standards of financial disclosure within the meaning of A.R.S. § 38-545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN LUIS, YUMA COUNTY, ARIZONA, that the following standards of financial disclosure for local elected officials are hereby adopted:

SECTION 1: DEFINITIONS.

In this resolution, unless the context otherwise requires:

1. "Business" includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture or sole proprietorship.

2. "Compensation" means anything of value of advantage, present or prospective, including the forgiveness of debt.

3. "Controlled business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a fifty percent interest.

4. "Dependent Business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a TEN PERCENT INTEREST, AND DURING THE PRECEDING CALENDAR YEAR THE BUSINESS RECEIVED FROM A SINGLE SOURCE MORE THAN TEN THOUSAND DOLLARS AND MORE THAN FIFTY PERCENT OF ITS GROSS INCOME.

5. "Gift" includes any gratuity, special discount, favor, hospitality, service, economic opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. "GIFT" DOES NOT INCLUDE TRAVEL-RELATED ENPENSES THAT ARE PUBLICLY REPORTED PURSUANT TO TITLE 16, CHAPTER 6.

6. "Local public officer" means a person holding an elective office of the City of San Luis.

7. "Member of household" means a local public officer's spouse and any minor child of whom the local public officer has legal custody.

8. "TRAVEL-RELATED EXPENSES" MEANS ANY COSTS ASSOCIATED WITH TRANSPORTATION, FOOD, LODGING AND REGISTRATION FEES AND OTHER EXPENSES DIRECTLY RELATED TO TRAVEL TO, OR FROM, A MEETING, CONFERENCE OR OTHER EVENT WHERE THE LOCAL PUBLIC OFFICER IS PARTICIPATING IN THE LOCAL PUBLIC OFFICER'S OFFICIAL CAPACITY.

SECTION 2: DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT; CONTENTS; EXCEPTIONS.

A. In addition to other statements and reports required by law, every local public officer, as a matter of public record, shall file with the City Clerk on a form prescribed by the City Clerk a verified financial disclosure statement covering the preceding calendar year ending December 31. The statement shall disclose:

1. The name and HOME OR WORK address of the local public officer, WHETHER THE LOCAL PUBLIC OFFICER'S SPOUSE IS A MEMBER OF THE LOCAL PUBLIC OFFICER'S HOUSEHOLD, THE NUMBER OFMINOR CHILDRENWHO ARE MEMBERSOF THE LOCAL PUBLIC OFFICER'S HOUSEHOLD AND ALL NAMES AND ADDRESSES UNDER WHICH EACH DOES BUSINESS. IF DISCLOSURE OF THE IDENTITY OF THE LOCAL PUBLIC OFFICER'S SPOUSE OR MINOR CHILDREN OTHERWISE BE REQUIRED, A LOCAL PUBLIC OFFICER MAY COMPLY WITH THE IDENTIFICATION REQUIREMENT BY USING THE TERM "SPOUSE" OR "MINOR CHILD," AS APPLICABLE.

2. The name and address of each employer and of each other source of compensation other than gifts amounting to more than ten thousand dollars received during the preceding calendar year by the local public officer and members of his household in their own names, or by any other person for the use or benefit of the local public officer or members of his household, a description of the services for which the compensation was received and the nature of the employer's business. This paragraph shall not be construed to require the disclosure of individual items of compensation that constituted a portion of the gross income of the business from which the local public officer or members of his household derived compensation.

3. For a controlled business, a description of the goods or services provided by the business, and if any single source of compensation to the business during the preceding calendar year amounts to more than ten thousand dollars and is more than ten thousand dollars, and is more than twenty-five percent of the gross income of the business, the disclosure shall also include a description of the goods or services provided to the source of compensation. For a dependent business the statement shall disclose a description of the goods or services provided by the business and a description of the goods or services provided to the source of compensation from which the dependent business derived the amount of gross income described in Section 1, paragraph 4. If the source of compensation for a controlled or dependent business is a business, the statement shall disclose a description of the business activities engaged in by the source of compensation.

4. The names and addresses of all business and trusts in which the local public officer of members of his household, or any other person for the use or benefit of the local public officer or members of his household, had an ownership or beneficial interest of over one thousand dollars at any time during the preceding calendar year, and the name and addresses of all businesses and trusts in which the local public officer or any member of his household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with the amount or value of the interest and a description of the interest, office or relationship.

5. All real property interests and real property improvements, including specific location and approximate size, located in the City of San Luis, in which the local public officer, any member of his household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value of any such interest, except that this paragraph does not apply to a real property interest and improvements thereon used as the primary personal residence or for the personal recreational use of the local public officer. If a local public officer, any member of his household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, he shall also disclose that the transaction was made and the date it occurred. If the controlled or dependent business is in the business of dealing in real property interests or improvements, disclosure need not include individual parcels or transactions as long as the aggregate value of all parcels of such property is reported.

6. The names and addresses of all creditors to whom the local public officer or members of his household, in their own names or in the name of any other person, owed a debt of more than ten thousand dollars or to whom a controlled business owes a debt of more than ten thousand dollars which was also more than thirty percent of the total business indebtedness at any time during the preceding calendar year, listing each such creditor. This paragraph shall not be construed to require the disclosure of debts owed by the local public officer or any member of his household resulting from the ordinary conduct of a business other than a controlled or dependent business.

Nor shall disclosure be required of credit card transactions, retail installment contracts, debts on residences or recreational property exempt from disclosure under paragraph 5 of this subsection, debts on motor vehicles not used for commercial purposes, debts secured by cash values on life insurance or debts owed to relatives. It is sufficient disclosure of a creditor if the name and address or a person to whom payments are made is disclosed. If the local public officer, and any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding calendar year, the report shall disclose that the transaction was made and the date it occurred.

7. The identification and amount of each debt exceeding one thousand dollars owed at any time during the preceding calendar year to the local public officer and member of his household in their own names, or to any other person for the use or benefit of the local public officer or any member of his household. The disclosure shall include the identification and amount of each debt exceeding ten thousand dollars to a controlled business or dependent business which was also more than thirty percent of the total indebtedness to the business at any time during the preceding calendar year. This paragraph shall not be construed to require the disclosure of debts from the ordinary conduct of a business other than a controlled or dependent business. If the local public officer, any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding year, the report shall disclose that the transaction was made and the date it occurred.

8. The name of each source of any gift, or accumulated gifts from a single source, of more than five hundred dollars received by the local public officer and members of his household in their own names during the preceding calendar year, or by any other person for the use or benefit of the local public officer or any member of hid household except gifts received by will or by virtue if intestate succession, or received by way of distribution from any intervivos or testamentary trust established by a spouse or by an ancestor, of gifts received from any other member of the household or relatives to the second degree of consanguinity. TRAVEL RELATED EXPENSES AND POLITICAL CAMPAIGN CONTRIBUTIONS SHALL NOT BE CONSTRUED AS GIFTS IF OTHERWISE PUBLICLY REPORTED AS REQUIRED BY LAW.

9. A list of all businesses licenses issued, by the City of San Luis, or by any other governmental agency which requires for its issuance the consideration of the application for such license by the city council of the City of San Luis, to, held by or in which the local public officer or any member of his household had an interest at any time during the preceding calendar year, including the name in which the license was issued, the type of business and its location.

10. A list of all bonds, together with their value, issued by the City of San Luis, any industrial development authority of the City or any nonprofit corporation organized or authorized by the City held at any time during the preceding calendar year by the local public officer or any member of his household, which bonds issued by a single entity has a value in excess of one thousand dollars.

If the local public officer or any member of his household acquired or divested any bonds during the preceding calendar year which are reportable under this paragraph, the fact that the transaction occurred and the date shall also be shown.

11. THE NAME OF EACH MEETING, CONFERENCE OR OTHER EVENT WHERE THE LOCAL PUBLIC OFFICER IS PARTICIPATING IN THE EXPENSES OF ONE THOUSAND DOLLARS OR MORE WERE INCURRED ON BEHALF OF THE LOCAL PUBLIC OFFICER AND THE TRAVEL-RELATED EXPENSES ARE NOT PAID BY THE LOCAL PUBLIC OFFICER.

B. If an amount or value is required to be reported pursuant to this section, it is sufficient to report whether the amount or value of the equity interests falls within:

1. Category 1, one thousand dollars to twenty-five thousand dollars.

2. Category 2, more than twenty-five thousand dollars to one hundred thousand dollars.

3. Category 3, more than one hundred thousand dollars.

C. This section does not require the disclosure of any information that is privileged by law.

D. The statement required to be filed pursuant to subsection A shall be filed by all persons who qualified as local public officers at any time during the preceding calendar year on or before January 31 of each year, with the exceptions that a local public officer appointed to fill a vacancy shall, within sixty days following his taking of such office, file a financial disclosure statement covering as his annual period the twelve month period ending with the last full month prior to the date of his taking office, AND A LOCAL PUBLIC OFFICER WHOSE FINAL TERM EXPIRES LESS THAN THIRTY-ONE DAYS INTO THE IMMEDIATELY FOLLOWING CALENDAR YEAR MAY FILE THE LOCAL PUBLIC OFFICER'S FINAL FINANCIAL DISCLOSURE AT THE SAME TIME AS THE DISCLOSURE FOR THE LAST IMMEDIATELY PRECENDING YEAR.

E. The City Clerk shall prepare written guidelines, forms and samples for completing the financial disclosure statement required by this section. A copy of guidelines, forms and samples shall be distributed to each local public officer and shall be made available to each candidate required to file a financial disclosure statement pursuant to Section 3 of this resolution.

F. ANY STATEMENTS THAT ARE REQUIRED TO BE FILED BY A LOCAL PUBLIC OFFICER PURSUANT TO THIS RESOLUTION ADOPTED PURSUANT TO A.R.S. § 38-545 MAY BE FILED IN AN ELECTRONIC FORMAT AS PRESCRIBED BY THE SECRETARY OF STATE.

SECTION 3: DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT BY CANDIDATE FOR LOCAL PUBLIC OFFICE.

A candidate for local public office as specified in Section 1, Paragraph 6, shall file a Financial Disclosure Statement covering the preceding twelve month period and containing the information described in Section 2 on a form prescribed by the City Clerk at the time of filling nomination papers.

SECTION 4: If any section or portion of this resolution if for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 5: This resolution shall become effective from and after December 31, 2016 and shall repeal and replace in its entirety, Resolution No. 498, adopted November 13, 2002.

SECTION 6: Pursuant to HB 2429, the new amendments to A.R.S. §38-545 become effective on January 1, 2017. The law requires the financial disclosure documents to be tendered on or before January 31, 2017. In order to meet the statutory requirements of A.R.S. §38-454 in time prescribed by the legislature, it is necessary that amended financial disclosure standards be adopted before January 1, 2017. As such, this measure is declared to be an emergency measure necessary for the immediate preservation of the peace, health and safety of the City of San Luis and shall take effect and become operative from and after its passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council of the City of San Luis, Yuma County, Arizona, this _____ day of _____ 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/14/2016

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. 1174. A resolution of the mayor and City Council of the City of San Luis, Arizona, approving and adopting an intergovernmental agreement with Gadsden Elementary School District to apply for rights of way from the State of Arizona and make improvements on the rights of way. **(Jenny Torres, Director of Community Development)**

SUMMARY:

The purpose of this Intergovernmental Agreement (IGA) is to improve traffic circulation and improve means of access to San Luis Middle School, Arizona Desert Elementary School, and Rio Colorado Elementary School in the area of 4th Avenue and Union Street. The area between 4th Avenue and the schools belongs to the State. This IGA will provide for a joint application to obtain access and allow the City to widen and improve their streets in the area and the school to build a road to access the schools. State law provides for a five-year window to build the road or the access reverts back to State ownership. The IGA provides that if the road is not built within that time, the School is agreeing to the City blocking access to the area to prevent trespassing. The recommended motion is to approve subject to final form of agreement because we are working with the School's legal council on last details of current liability and the engineering work for the legal description for the exhibits is not yet completed. However, the IGA is substantially finished and staff requests this approval so as not to delay the project and related funding.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1174 SUBJECT TO FINAL FORM OF AGREEMENT.

Supporting information not attached to the Agenda Item Review Form:

Not attached to this Agenda Item Review Form are Exhibits A and B which will be provided.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A

AVAILABLE TO TRANSFER: N/A

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

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

There will be a future fiscal impact with the improvement of the rights of way which will be brought back to City Council for approval.

Attachments

Resolution No. 1174

IGA Gadsden School Dist

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 1174

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH GADSDEN ELEMENTARY SCHOOL DISTRICT TO APPLY FOR RIGHTS OF WAY FROM THE STATE OF ARIZONA AND MAKE IMPROVEMENTS ON THE RIGHTS OF WAY.

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

Section 1. That the Intergovernmental Agreement, as attached here, is hereby approved;

Section 2. That the City Manager or designee are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to put the agreement into effect.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this ____day of December, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT
CITY OF SAN LUIS AND GADSDEN ELEMENTARY SCHOOL DISTRICT
TO APPLY FOR RIGHTS OF WAY FROM THE STATE OF ARIZONA
AND MAKE IMPROVEMENTS ON THE RIGHTS OF WAY

Agreement made this 14th day of December, 2016, between the City of San Luis, Arizona, a municipal corporation organized under the laws of Arizona ("City"), having its administrative offices at 1090 East Union Street, San Luis, Arizona, and Gadsden Elementary School District #32 of Yuma County, Arizona, having its administrative offices at 1453 N. Main Street, San Luis, Arizona ("School District").

RECITALS

A. Purpose: For the benefit of the community, the City and the School District desire to improve traffic circulation and provide secondary access to San Luis Middle School, Arizona Desert Elementary School and Rio Colorado Elementary School in the area consisting of Arizona State Land Department land lying west of North 4th Avenue between Juan Sanchez Blvd. and County 22-1/2 Street and lying north of Juan Sanchez Blvd between 1st Avenue and 4th Avenue in San Luis, Arizona ("Land".)

B. This Land is owned by the State of Arizona.

C. The City and the School District desire to submit a Right of Way application to the State of Arizona Land Department.

D. Arizona Revised Statutes (A.R.S.) §11-952 authorizes the City and the School District to enter into this agreement

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE: Application and Completion of Improvements

A. The City and the School District agree to apply to the Arizona State Land Department for Rights of Way across the Land. The Legal Descriptions and plans of the proposed Rights of Way are shown on Exhibits A and B attached. The application will be made in the name of the City of San Luis.

B. If the State of Arizona grants the Rights of Way to the City of San Luis, then the City and the School District agree to complete the improvements on the Rights of Way within 4 years and 6 months after the effective date of this Agreement. If at 4 years and 6

months, the School District's or the City's improvements cannot be completed in an additional 6 months, then the Parties agree that the City may block access to San Luis Middle School, Arizona Desert Elementary School and Rio Colorado Elementary School from North 4th Avenue and from Juan Sanchez Blvd. in San Luis, Arizona, except for such portions of the improvements that have been completed and except for emergency vehicles such as fire, ambulance and law enforcement.

C. If the State of Arizona denies the Rights of Way application, then the City and the School District agree that the City may block access to San Luis Middle School, Arizona Desert Elementary School and Rio Colorado Elementary School from North 4th Avenue and from Juan Sanchez Blvd., Arizona, except for emergency vehicles such as fire, ambulance and law enforcement.

SECTION TWO: Costs

A. The City and the School District shall share the costs of application, appraisal, and any other costs related to the application to the Arizona State Land Department equally, fifty percent (50%) each.

B. The City and the School District shall each pay the cost of the acquisition of their respective portions of the Right of Way as designated in Exhibits A and B.

C. The City and the School District shall each pay for its improvements on their respective portions of the Right of Way as designated in Exhibits A and B.

D. Subject to annual appropriation, each party to this agreement shall include in its annual budget, approved by its governing body, the manner of financing and of establishing and maintaining a budget for this undertaking.

SECTION THREE: Dedication and Maintenance

A. If the State of Arizona grants the Rights of Way to the City of San Luis and once the School District completes its portion of the improvements of the extensions of 1st Avenue and of Union Street in the time-frame provided in this agreement, then the School District shall dedicate the improvements of these roadways to the City for maintenance. Maintenance of unimproved 1st Avenue and Union Street shall be the responsibility of the School District until the dedication to the City is completed.

B. Should the School District develop a parking lot within the Rights of Way acquired from the State, the School District will be responsible to construct and maintain such parking

lot.

C. By operation of law if the improvements by either party are not completed within 5 years, the land will revert to the State of Arizona.

D. The School District will be responsible to acquire a Rights of Entry from the Arizona State Land Department for the term of this agreement.

SECTION FOUR: Term and Termination

A. The term of this agreement shall be for five (5) years or until the terms of this agreement are fulfilled whichever comes sooner.

B. This agreement may be extended at the expiration of the five (5) years, the City with recommendations from the Arizona State Land Department, will determine the timeframe for an extension.

C. Either party to this agreement may terminate this agreement within ninety (90) days of notice to the other party.

D. This agreement is subject to cancellation under the provisions of A.R.S. Section 38-511.

SECTION FIVE: Notices

Notices: All notices and communications provided for in this Agreement or given in connection with this Agreement, shall be validly made in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City:

Attention: City Manager
(Copy to City Attorney)
City of San Luis
P.O. Box 1170
1090 Union Street
San Luis, AZ 8534

If to the School District: _____

_____

or such other addresses as either party may from time to time designate in writing and deliver in a like manner . Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

SECTION SIX: Liability Insurance and Indemnity

A. Each party to this agreement shall carry public liability insurance in amounts not less than Three million ($3,000,000.00).

B. Until such time as proper Rights of Way from the State of Arizona are acquired and streets and other improvements are developed and dedicated to and accepted by the City for maintenance as provided herein, School District agrees to defend, indemnify and hold City, its respective affiliates, officers, directors, employees and agents harmless from and against any and all losses, claims, demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of use of the Land for pedestrian or vehicular traffic.

C. To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

D. Subject to subsection "B" above, if a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages.

E. Each party's obligation of indemnification shall survive the termination of this agreement. Each party shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions and workers' compensation claims for its employees. In addition each party shall be solely and exclusively responsible to pay for any damage to its equipment, including personal protective equipment, and medical expense incurred by any of its employees in connection with the performance of this

contract.

SECTION SEVEN: Miscellaneous Provisions

A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

B. 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 of the Agreement.

C. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

D. Entire Agreement. This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and laws and agreements with the City may apply to the Property, and this provision has no effect on them.

E. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successor in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

F. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

G. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

H. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder after the City and the School District execute such agreement amendment or cancellation.

I. Attorney's Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs.

J. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

K. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

L. Non-Liability of City Officials and Employees Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to the School District, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the School District or successor, or under any obligation under the terms of this Agreement.

M. Employment Eligibility. The City and the School District hereby warrant that each of them 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 this Agreement. City retains the legal right to inspect the papers of Developer to ensure that Developer is compliant with this warranty.

N. Time is of the essence.

O. This agreement may be executed in counterparts, any of which shall be deemed to be an original.

[Signature page follows]

The parties have executed this agreement the day and year first above-written.

The City of San Luis, Arizona

By: _____
Gerardo Sanchez
Mayor

Attest:

_____
Sonia Cornelio
San Luis City Clerk

Gadsden Elementary School District #32

By:_____
Luis Marquez
President

Attest:

_____

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

_____
Kay Marion Macuil
San Luis City Attorney

I hereby state that I am the attorney for the Gadsden Elementary School District #32, County of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

_____
Steven Horton
School District Attorney

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/14/2016

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

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

Action Requested: Motion
Ordinance - 1st Reading

ITEM:

Discussion and possible action on any and all matters regarding First Reading of Ordinance No. 360. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the City Code of the City of San Luis, amending Chapter 37, adopting the City of San Luis Records Management and Retention Policy, repealing and conflicting provisions; and providing for severability. **(Sonia Cornelio, City Clerk)**

A. Approval of First Reading of Ordinance No. 360 by title only

SUMMARY:

The City Clerk's Office is responsible for the records of the City. The City of San Luis has never adopted a policy for these purposes. Therefore, some of the objectives for implementing this policy is to lead, plan and manage the City's Records Management Program. The City Clerk's Office works closely and proactively with legal counsel within the City to ensure that records/information assets are managed to ensure government accountability and protect the interests of the public. The policy will ensure records creation, maintenance, use, and disposition in accordance with this guidance and the Arizona Revised Statutes §41-151.01 to promote effective records management throughout the City.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE FIRST READING OF ORDINANCE NO. 360 BY TITLE ONLY.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Attachments

Ordinance No. 360

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 360

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE CITY CODE OF THE CITY OF SAN LUIS, AMENDING CHAPTER 37, ADOPTING "THE CITY OF SAN LUIS RECORDS MANAGEMENT AND RETENTION POLICY", REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, the Mayor and Council of the City of San Luis have determined that it is in the best interest of the citizens of the City of San Luis to establish a written policy for the management, retention, preservation, disposition and destruction of the City's public records.

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

SECTION 1: The above recital is hereby incorporated as if fully set forth herein.

SECTION 2: That a certain document known as "The City of San Luis Records Management and Retention Policy", three copies of which are on file with the City Clerk of the City of San Luis, Arizona, which document was made a public record by Resolution No. 1172 of the City of San Luis, Arizona, is hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance. Chapter 37, titled "City Policies" is hereby amended to add Section 37.10 et. seq. as "The City of San Luis Records Management and Retention Policy."

SECTION 3: The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

SECTION 4: In the event of a conflict between the provisions of this ordinance and any other ordinance, code, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced.

SECTION 5: If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

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

Meeting Date: 12/14/2016

Department Head: John Starkey, Planning & Zoning Director, Planning & Zoning Department

Submitted By: Jose A. Guzman, Assistant Planner, Planning & Zoning Department

Action Requested: Motion
Ordinance - 1st Reading
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2016-0498, and first reading of Ordinance No. 361. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of approximately 10 acres located north of County 22nd Street and east of the East Main Canal from Rural Area Residential (RA-10) to Medium Density Residential (R1-6); repealing any conflicting provisions; and providing for severability. **(John Starkey, Planning & Zoning Director)**

A. Open Public Hearing
   1. Staff presentation and applicant (if available)
   2. Call to the Public on this item
B. Close Public Hearing
C. Action on first reading of Ordinance No.361 by title only.

SUMMARY:

This is a request by Edais Engineering, Inc., on behalf of Riedel Holding, LLC, owner, to rezone approximately 10 acres, located north of County 22nd Street and east of the East Main Canal from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) zoning district.

The subject property is Assessor Parcel ID No. 211-31-012. The areas to the west, east and north are zoned as Rural Area Residential (RA-10) and are undeveloped and only the property to the west is being used for agricultural purposes. The area to the south is zoned as Medium Density Residential (R1-6) and is where the proposed residential subdivision Las Quintas de San Luis II will be located.

GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to that designation (Chapter 2, Page 19-20). The Neighborhood Land Use designation allows all types of residential development.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various City and outside agencies. We have received comments from the following agencies:

1. City of San Luis Fire Department (11-03-16)
2. Yuma County Water User's Association (10-19-16)
3. Yuma County (10-18-16)
4. City of San Luis Public Works, City Attorney, and Engineer James Davey (12-12-16)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the

proposed project (7 letters). Staff received a call from one of the property owners concerned about potential high density (apartments) development. Staff explained to him that the proposed rezoning allows for the development of single family homes with a minimum lot size of 6,000 square feet.

The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:
As required by State Statute (A.R.S. §9-462.03) and City of San Luis Zoning Ordinance (Section 3.0-C), a Citizen Review meeting was held at City Hall on November 1, 2016.

The purpose of the Citizen Review Meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed rezoning or specific plan application prior to the public hearing. There were no members of the public present.

PLANNING AND ZONING COMMISSION MEETING:
The Planning and Zoning Commission held a public hearing for this item on a special meeting on November 29, 2016. The Commission recommended approval of the request with the condition that the developer must provide two means of egress for new subdivision.

FURTHER REVIEW
After the Planning and Zoning Commission meeting, Planning and Zoning staff reviewed the application with the Public Works Director, the City Attorney, and Engineer James Davey. In addition to the recommendations below, there was an additional comment that the secondary access for this project link up to the Los Alamos subdivision providing for safer secondary access for the Los Alamos subdivision as currently there is no improved road providing secondary access to Los Alamos.

The applicant has provided the information and materials necessary for staff to make a recommendation of the rezoning request.
Staff recommends approval of the rezoning request with the following condition:

1. As noted in the comments from City of San Luis Fire Department, developer must provide two means of egress for new subdivision.
2. Any access road to and/or from County 22nd Street must line up with the access to and/or from County 22 nd Street of the Subdivision Las Quintas de San Luis II.
3. The City will engage an appropriate engineer to conduct a traffic study to study and review proposed impacts including but not limited to impacts on 22 nd Street, that the developer pay the costs of this traffic study and construct the improvements recommended by this study, including but not limited to any recommended signalization.
4. The water system shall be looped up to the secondary access on 10th Avenue.
5. Off-site drainage shall be provided.
6. Grading and erosion control shall comply with the 2003 *International Building Code* Appendix J standards for the all aspects of the development including development of lots and the building of houses or other buildings.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE THE FIRST READING OF ORDINANCE 361 BY TITLE ONLY.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

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

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

N/A

Attachments

Oridnance No. 361
Location Map
Picture of Location
Fire Department Comments (11-3-16)
Yuma County Water User's Association comments (11-19-16)
Yuma County comments (10-18-16)

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 361

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF APPROXIMATELY 10 ACRES LOCATED NORTH OF COUNTY 22ND STREET AND EAST OF THE EAST MAIN CANAL FROM RURAL AREA RESIDENTIAL (RA-10) TO MEDIUM DENSITY RESIDENTIAL (R1-6); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 10 acres of real property located on Assessor Parcel ID No. 211-31-012; as attached hereto as "Exhibit A" and

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

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis recommending approval of the change in zoning classification with conditions; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning with the condition that the developer must provide a secondary point of access for the future development; and

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

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

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

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended in by changing the zoning classification of the Property subject to the following conditions:

1. Developer must provide two means of egress for new subdivision.
2. Any access road to and/from County 22nd Street must line up with the access to and/or from County 22nd Street of the Subdivision Las Quintas de San Luis II.
3. The City will engage an appropriate engineer to conduct a traffic study to study and review proposed impacts including but not limited to impacts on 22nd Street, that the developer pay the costs of this traffic study and construct the improvements recommended by this study, including but not limited to any recommended signalization.
4. The water system shall be looped up to the secondary access on 10th Avenue.
5. Off-site drainage shall be provided.
6. Grading and erosion control shall comply with the 2003 *International Building Code* Appendix J standards for the all aspects of the development including development of lots and the building of houses or other buildings.

Property more fully described as

> Parcel B, BARKLEY LOT SPLIT NO. 1, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorder in Book 27 of Plats, page 66 and in Document No. 2015-3580, records of Yuma County, Arizona.

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

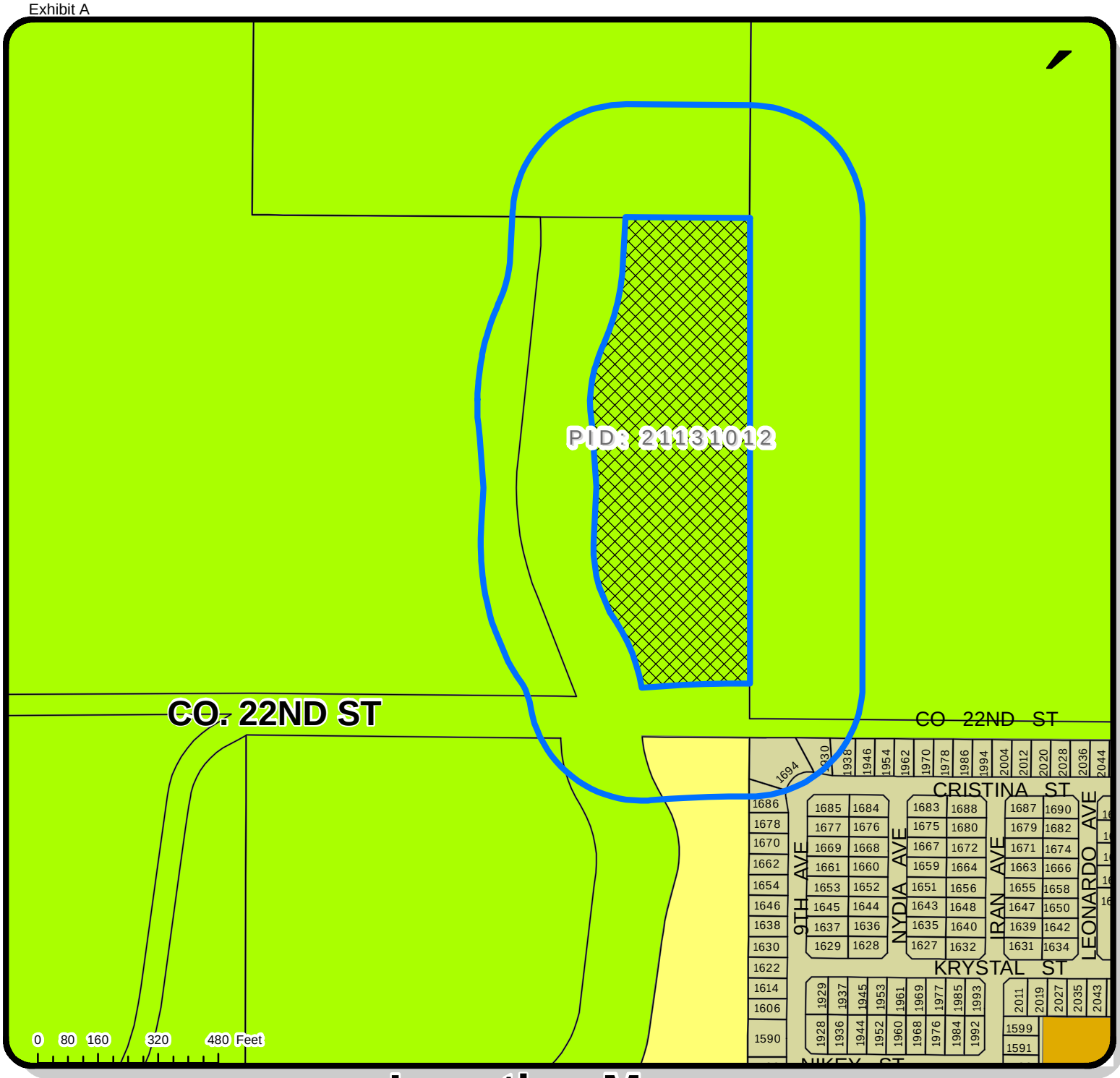
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

Ordinance No. 361
Exhibit A



Location Map

PROPOSED LOCATION

PID: . 21131012 REZONE FROM RA-10 to R1-6

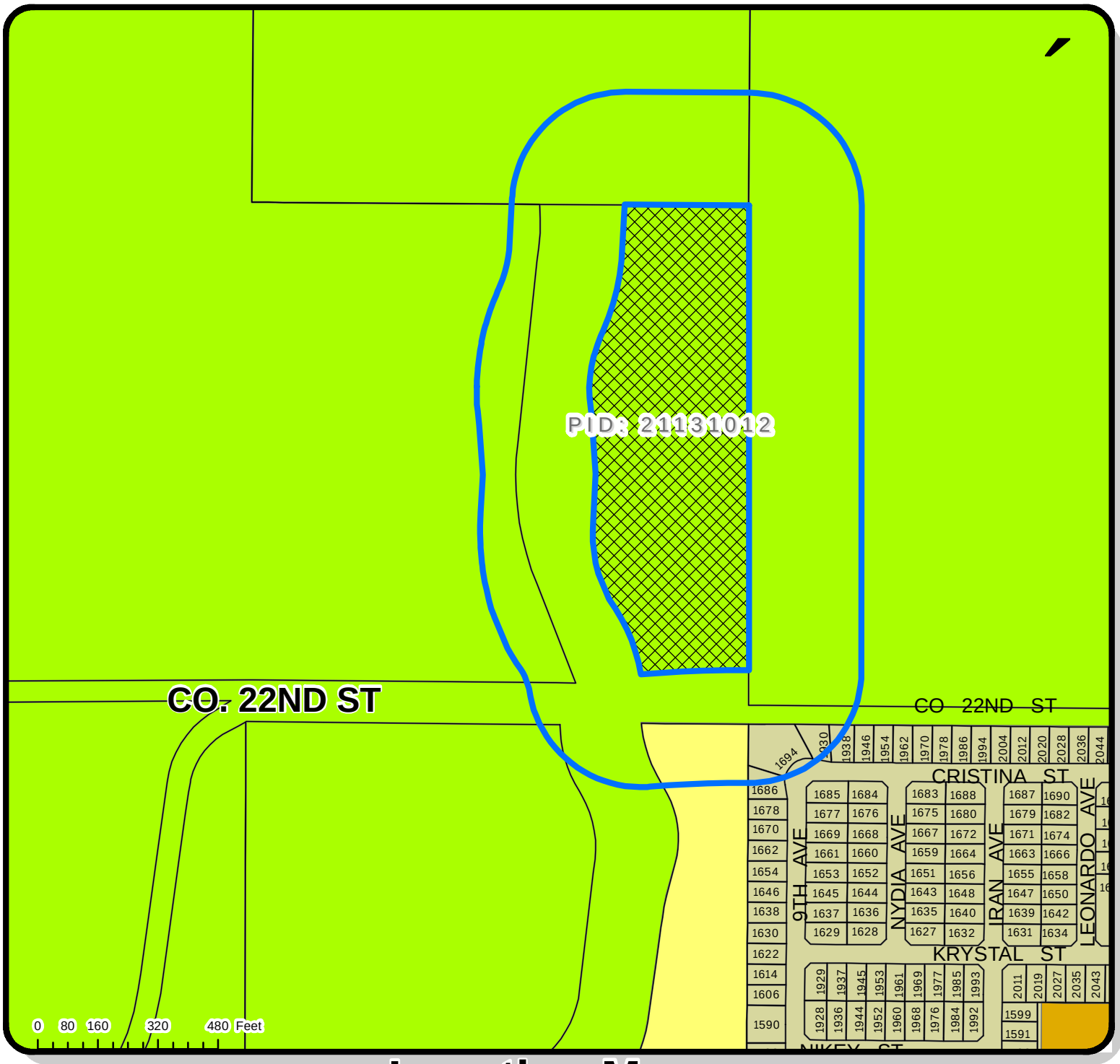
300ft Notification Buffer

REZONING

ZONING LEGEND

- R-2
- RA-10
- R-3
- R-1-6

Date: 11/7/2016	IT GIS DIVISION	**Prepared By:** IG	**Case No.** 2016-0498 Las Quintas 3
Checked By: JG		**APPROVED BY:** JS	



Location Map

REZONING

PROPOSED LOCATION

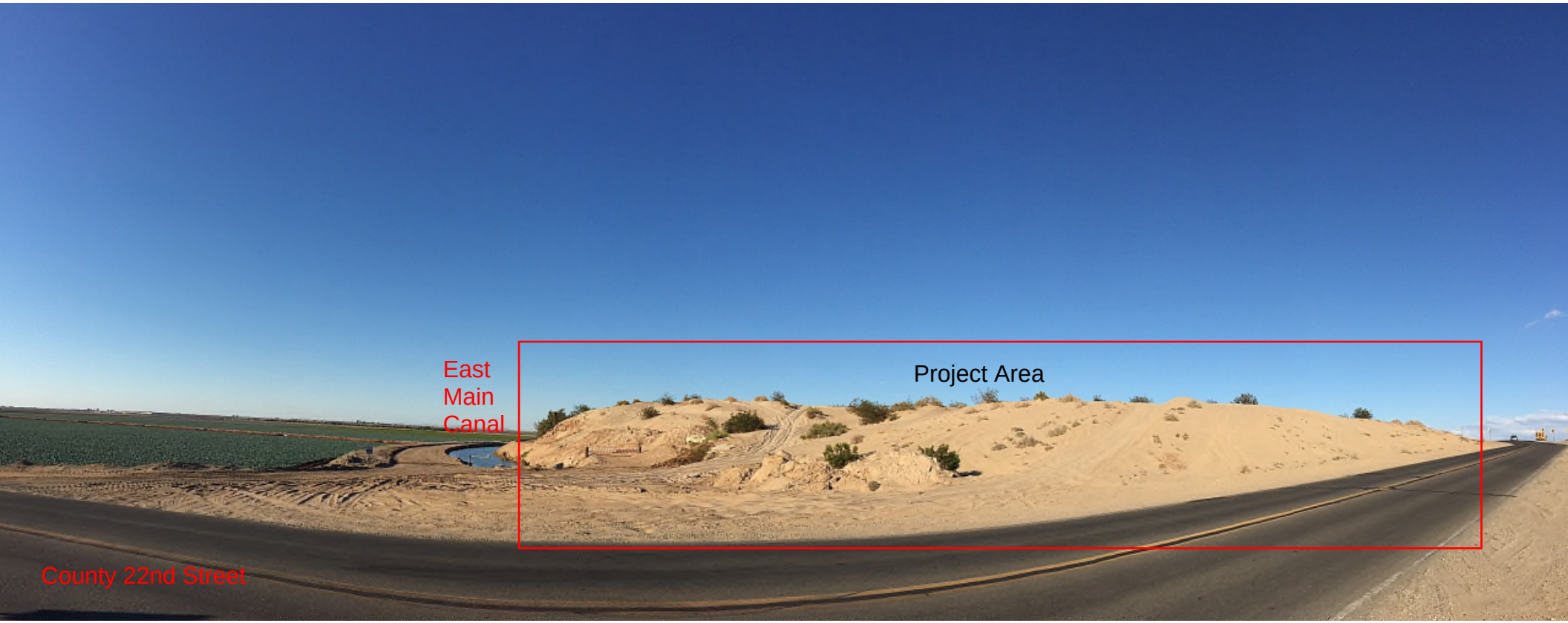
PID: . 21131012 REZONE FROM RA-10 to R1-6

300ft Notification Buffer

ZONING LEGEND

- R-2
- RA-10
- R-3
- R-1-6

Date: 11/7/2016	IT — CITY OF SAN LUIS, AZ — INC. 1979 — GIS DIVISION	**Prepared By:** IG	**Case No.** 2016-0498 Las Quintas 3
Checked By: JG		**APPROVED BY:** JS	


East
Main
Canal
Project Area
County 22nd Street


Project Area
Las Quintas de San Luis
Sidewinder Road
County 22nd Street

Jose A. Guzman

From: Richard Bauermann
Sent: Thursday, November 03, 2016 1:08 PM
To: Jose A. Guzman
Cc: Hank Green
Subject: RE: Request for Comments for Rezoning Case No. 2016-0498 Las Quintas 3

Jose,
The City of San Luis Fire Department requires two means of egress, for all subdivisions, for emergency tactics.
If I can answer any questions or concerns, please contact me at your earliest convenience.
Thanks….

Ric Bauermann
FIRE INSPECTOR

City of San Luis Fire Department
P.O. Box 445
1165 North McCain Ave
San Luis, AZ 85349-0445
(928) 341-8550 x2320 office
(928) 627-1426 fax
(928) 920-5346 cell
rbauermann@cityofsanluis.org

CONFIDENTIALITY NOTICE: This e-mail, and any attachment to it are **STRICTLY CONFIDENTIAL** and contain privileged and confidential information intended only for the use of the intended recipient. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender at rbauermann@cityofsanluis.org and delete it and all attachments from your system. Thank you.

From: Jose A. Guzman
Sent: Thursday, November 3, 2016 12:43 PM
To: Richard Bauermann
Subject: FW: Request for Comments for Rezoning Case No. 2016-0498 Las Quintas 3

FYI

From: Roman Pacheco
Sent: Monday, October 31, 2016 10:28 AM
To: Jose A. Guzman
Subject: FW: Request for Comments for Rezoning Case No. 2016-0498 Las Quintas 3

From: Richard Bauermann
Sent: Tuesday, October 18, 2016 8:15 AM

To: Roman Pacheco <RPacheco@cityofsanluis.org>
Subject: RE: Request for Comments for Rezoning Case No. 2016-0498 Las Quintas 3

Good Morning Roman,
Please see attached.
Thanks and stay safe….

Ric Bauermann
FIRE INSPECTOR

City of San Luis Fire Department
P.O. Box 445
1165 North McCain Ave
San Luis, AZ 85349-0445
(928) 341-8550 x2320 office
(928) 627-1426 fax
(928) 920-5346 cell
rbauermann@cityofsanluis.org

CONFIDENTIALITY NOTICE: This e-mail, and any attachment to it are **STRICTLY CONFIDENTIAL** and contain privileged and confidential information intended only for the use of the intended recipient. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender at rbauermann@cityofsanluis.org and delete it and all attachments from your system. Thank you.

From: Roman Pacheco
Sent: Monday, October 17, 2016 6:08 PM
Subject: Request for Comments for Rezoning Case No. 2016-0498 Las Quintas 3

Good evening-

Please find attached request for comments form, and location map for your review. If you have any questions concerning this request, please contact the office of Planning and Zoning.

Thanks.

Roman Pacheco
Planning Technician
Planning & Zoning Department
City of San Luis
1090 E. Union Street | P.O. Box 3750
San Luis, Arizona 85349
928.341.8563 Ext. 2047
928.341.8599 Fax
www.cityofsanluis.org


CITY OF SAN LUIS, AZ
INC. 1979

October 17, 2016

REZONING CASE NUMBER: 2016-0498

CASE SUMMARY: A request by Edais Engineering, Inc., on behalf of (Nieves Riedel) Riedel Holdings, LLC, owner, to rezone 10 acres, more or less, from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) zoning district. Assessor parcel ID # 211-31-012 located North of County 22nd and East of the East Main Canal. The purpose of the zone change is to allow for the building of a future subdivision to be called Las Quintas 3.

A Citizen Review Meeting has been scheduled on the 1st day of November, 2016 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona, in order to give interested parties an opportunity to meet with the applicant to have questions answered and express any issues or concerns prior to any public hearing.

PUBLIC HEARING: November 8, 2016

COMMENTS DUE: October 25, 2016

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2012, or at Jstarkey@cityofsanluis.org

Thank you,

John Starkey
Planning and Zoning Director
Attachment: Location Map

Enter Comments *below*: We have no comments about the rezoning, but the only thing is that YCWUA will need to review the plans at the preliminary, 15%, 30%, etc. for comments. A 1' non-access easement will be needed adjacent to the east side of the East Main Canal Rights-of-Way.

Date: 10/19/16

Agency: Yuma County Water Users' Association

Phone: Omar Peñuñuri, Lands and ROW 928-627-8824 Ext. 25

Return to: Jstarkey@cityofsanluis.org

Jose A. Guzman

From: Roman Pacheco
Sent: Thursday, November 03, 2016 9:25 PM
To: Jose A. Guzman
Subject: FW: Request for Comments for Rezoning Case No. 2016-0498 Las Quintas 3

From: Craig Sellers [mailto:Craig.Sellers@yumacountyaz.gov]
Sent: Tuesday, October 18, 2016 7:00 AM
To: Roman Pacheco <RPacheco@cityofsanluis.org>
Subject: RE: Request for Comments for Rezoning Case No. 2016-0498 Las Quintas 3

Retention will be needed to maintain current levels of runoff.

From: Roman Pacheco [mailto:RPacheco@cityofsanluis.org]
Sent: Monday, October 17, 2016 6:08 PM
Subject: Request for Comments for Rezoning Case No. 2016-0498 Las Quintas 3

Good evening-

Please find attached request for comments form, and location map for your review. If you have any questions concerning this request, please contact the office of Planning and Zoning.

Thanks.

Roman Pacheco
Planning Technician
Planning & Zoning Department
City of San Luis
1090 E. Union Street | P.O. Box 3750
San Luis, Arizona 85349
928.341.8563 Ext. 2047
928.341.8599 Fax
www.cityofsanluis.org

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **8. A.**

Meeting Date: 12/14/2016

Department Head: John Starkey, Planning & Zoning Director, Planning & Zoning Department

Submitted By: Jose A. Guzman, Assistant Planner, Planning & Zoning Department

Action Requested: Board of Adjustment
Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2016-0558. A request by Vianey Vega of Vega & Vega Engineering, on behalf of 5M Holding L.L.C, owner, for a variance to reduce street side setback from 10 feet to 5 feet in a Community Commercial (C-2) zoned property located at 800 N. Main Street, San Luis, Arizona. **(John Starkey, Planning & Zoning Director)**

A. Open Public Hearing
    1. Staff Presentation and Applicant if available
    2. Call to the Public on this item
B. Close Public Hearing
C. Action on Variance Case No. 2016-0558

SUMMARY:

The property in question is located on the northwest corner of Main Street and D Street next to the roundabout. The parcel number is 775-37-209 and is zoned as Community Commercial (C-2). The request is to reduce the street side setback from 10 feet to 5 feet as required by Chapter 7 Table No. 7- Development Standards- Commercial Zoning Districts of the City of San Luis Zoning Ordinance. This variance will allow owner to construct an addition to the existing building.

The existing building is currently being use as an insurance office. The proposed addition is located in the north part of the property which is adjacent to the right of way alignment of Avenue "E". The mentioned part of Avenue "E" right of way is being used as a parking lot by the same insurance office.

GENERAL PLAN:

This area is designated as Activity Center in the City of San Luis 2020 General Plan. The Activity Center Land Use Designation allows all types of commercial development. The proposed use of this property will be consistent with and conforms to that designation.

AGENCY REVIEW:

As with all variance requests, this was distributed to various review agencies. We have received comments from the following agencies:

1. City of San Luis Fire Department (11-17-16)
2. Yuma County (11-17-16)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (11 letters).

The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CRITERIA FOR APPROVAL:
All requests for a variance from the City of San Luis Zoning Ordinance must meet the criteria for a variance as set forth in the City of San Luis Zoning Ordinance. A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. §9-462.06 and is Section 3.5 (C) of the Zoning Ordinance. In all cases, the application shall address all of the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.
2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.
3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

The Arizona Revised Statutes (§9-462.069-462.06. Board of adjustment) further state that the Board may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

ANALYSIS:
Staff has reviewed this request and has determined that the request meets the criteria for granting a variance from the Zoning Ordinance.

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

   The property have reduced buildable area and with the changes of downtown, access to the property became limited. The owner is using the adjacent property to the north to provide access and parking spaces for costumers.

2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.

   The current owner did not create the unique circumstances. The lot was designed in an odd form and small in size which makes it difficult for the owner to develop.

3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district. ?

   The ability to use the property as a commercial business is not compromised by reducing the setback. The property size limit the type of businesses in this lot. Therefore without the variance the property cannot be used for bigger businesses allowed in Community Commercial (C-2) Zoning District.

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

   Any reduction of setback compromises the safety of the neighbor property or the pedestrians. If this variance is approved, it would not be materially detrimental to persons in the vicinity, adjacent property, neighborhood or the public welfare. The reason is because the property to the north is being used as a parking lot for the same business rather than an actual street.

Staff recommends APPROVAL of variance to reduce the required street side setback from 10 feet to 5 feet on property located at 800 N. Main Street, San Luis AZ.

The reason for this recommendation is that the applicant meets the four required criteria for a variance as required by City of San Luis Ordinance and by the Arizona Revised Statutes.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE VARIANCE CASE NO. 2016-0558 AND FIND THAT THE APPLICANT HAS MET THE CRITERIA FOR A VARIANCE AS REQUIRED BY THE CITY OF SAN LUIS AND ARIZONA LAW.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

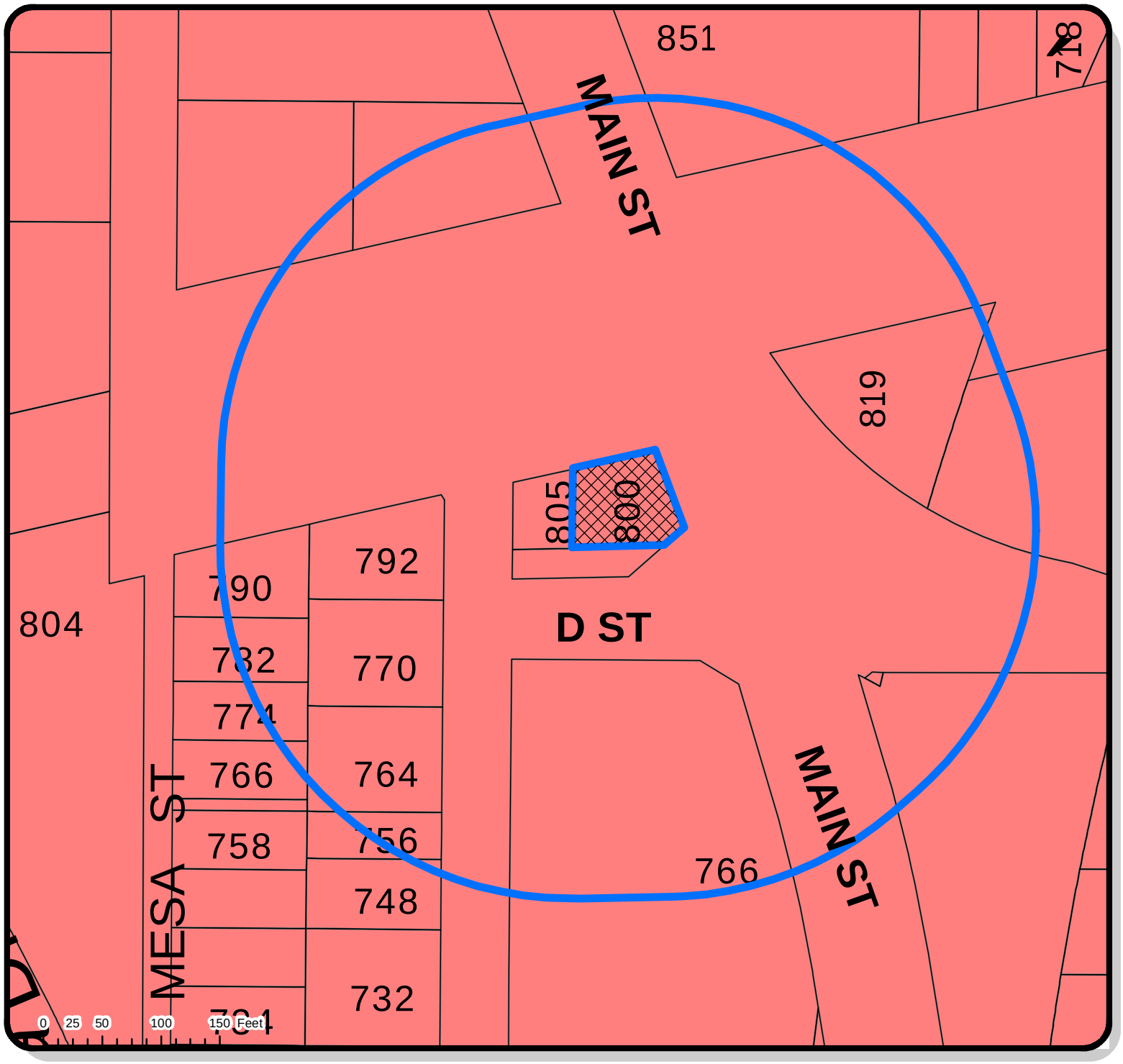
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Location Map
Site Plan
Letter of Request
Fire Department Comments (11-17-16)
Yuma County Comments (11-17-16)



Location Map

Variance

PROPOSED LOCATION

PID: 775-37-209

300ft Notification Buffer

ZONING LEGEND

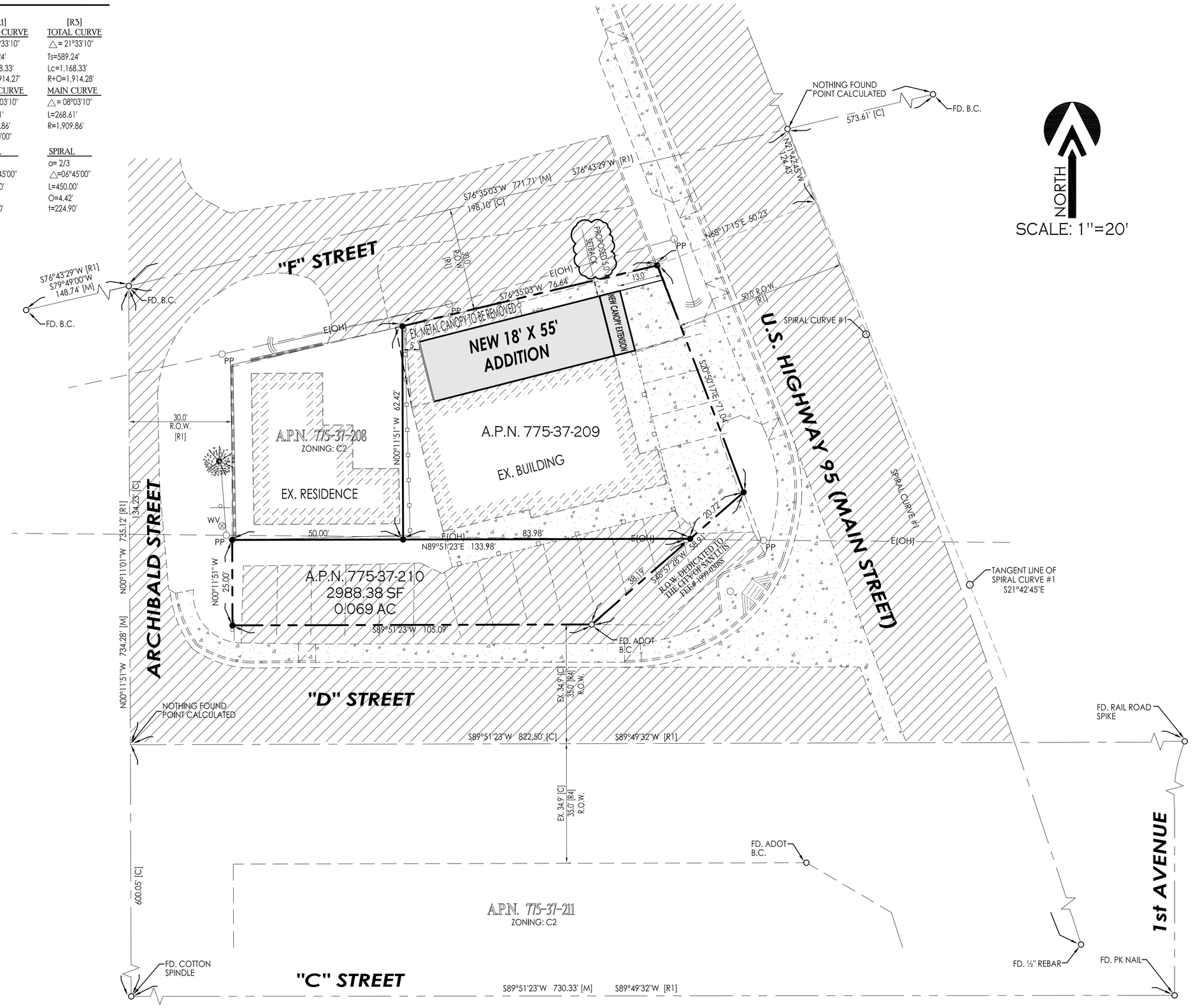
C-2

Date: 11/9/2016	IT GIS DIVISION	**Prepared By:** IG	**Case No.** 2016-0558 RL JONES OFFICE ADDITION
Checked By:		**APPROVED BY:**	

CURVE DATA

SPIRAL CURVE #1

TOTAL CURVE	[R1] TOTAL CURVE	[R3] TOTAL CURVE
△= 21°53'10"	△= 21°53'10"	△= 21°53'10"
T=589.24'	T=589.24'	T=589.24'
L=1,168.15'	Lc=1,168.33'	Lc=1,168.33'
R+O=1,914.29'	R+O=1,914.27'	R+O=1,914.28'
MAIN CURVE	**MAIN CURVE**	**MAIN CURVE**
△= 08°03'10"	△= 08°03'10"	△= 08°03'10"
L=268.43'	L=268.61'	L=268.61'
R=1,909.86'	R=1,909.86' D=03°00'00"	R=1,909.86'
SPIRAL	**SPIRAL**	**SPIRAL**
o=0.666'	o= 2/3	o= 2/3
△=06°45'00"	△=06°45'00"	△=06°45'00"
L=450.00'	L=450.00'	L=450.00'
O=4.44'	O=4.41'	O=4.42'
t=224.92'	t=224.90'	t=224.90'



NORTH

SCALE: 1"=20'

ZONING:

ZONING = C2

BASIS OF BEARING

THE NORTH SECTION LINE OF SECTION 12, T8S, R25W, (ALSO BEING THE CENTERLINE OF JUAN SANCHEZ BLVD.) AS SHOWN ON SAN LUIS TOWNSITE ADDITION NO. 1, ACCORDING TO BOOK 4 OF PLATS, PAGE 97, RECORD OF YUMA COUNTY.

BEARING N89°40'00"E

OWNER OF RECORD:

5M HOLDINGS, L.L.C.
2197 S 4TH AVE #206
YUMA, AZ 85364

SITE ADDRESS

800 N. MAIN STREET
SAN LUIS, AZ 85349

NOTE

THIS IS NOT A BOUNDARY SURVEY, FOR MORE BOUNDARY INFORMATION REFER TO 5M HOLDING - RECORD OF SURVEY SIGNED BY JOHN ENGLISH, DATED 01-07-2012

LEGEND

———	INDICATES BOUNDARY LINE
—— — ——	INDICATES CENTERLINE
—— — — ——	INDICATES EX. LOT LINE
●	SET PROPERTY CORNERS TO BE MARKED BY 1/2" DIA. REBAR TAGGED WITH CAP L.S. 16528 (UNLESS NOTED OTHERWISE)
○	EXISTING MONUMENT (TYPE AS SHOWN)
B.C.	INDICATES BRASS CAP
A.P.N.	INDICATES ASSESSORS PARCEL NUMBER
Y.C.R.	INDICATES YUMA COUNTY RECORDERS
(M)	INDICATES MEASURED DATA
(C)	INDICATES CALCULATED DATA
[R1]	DATA REFERS TO SAN LUIS TOWNSITE ADDITION No. 1 AS RECORDED IN BOOK 4 OF PLATS, PG 97, YUMA COUNTY RECORDERS OFFICE
[R2]	DATA REFERS TO FEE 1999-03088, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE
[R3]	DATA REFERS TO A.D.O.T. RIGHT OF WAY MAP - SAN LUIS - YUMA HWY., SAN LUIS - GADSDEN NON S-2611(60)A - DRAWING NUMBER A-141-310-A, DATED APRIL 1998
[R4]	DATA REFERS TO DOCKET 1670-199, AS RECORDED IN YUMA COUNTY RECORDERS OFFICE

VEGA & VEGA ENGINEERING PLLC
1846 S. 8th AVENUE 928-329-0000 TEL
YUMA, AZ. 85364 928-247-6232 FAX
VnV@vegaandvega.com

Existing Site Plan
New Proposed Addition
R.L. JONES INSURANCE OFFICE
SAN LUIS, AZ.

PRELIMINARY

Notes:

Scale: AS SHOWN | Date: JAN.2016
Drawn: STAFF | Job #: VnV16-160
Design: STAFF

Sheet
C-1

VEGA & VEGA
ENGINEERING, P.L.C.

1846 S. 8th Avenue
Yuma Az. 85364
928-329-0000 tel
928-247-6232 fax
VnV@vegaNvega.com

RECEIVED
2016 OCT 19 PM 1:39
DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

City of San Luis
Development services
Planning & Zoning Department

Re: Narrative Statement for 880 N Main Street, San Luis, AZ. 85349(APN 775-37-209), Variance request for side street setbacks reduction from 10' to 5'.

This narrative statement is to request a side street setbacks reduction from 10' to 5' on the northerly property line for the parcel mentioned above, said property line being along the right of way alignment of Ave. "E"; on the north property line in question is the existing parking lot used by the offices of RL Jones Insurance located on the subject property.

a) "There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district."

The special condition to this request is not having a thru street on the north property line, where the right of way of Ave. "E" exists; an existing parking lot is adjacent to said property line.

b) "The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant."

The right of way of Ave. "E" along north property line exists, with no street along said right of way; an existing parking lot is adjacent to property line in question.

c) "The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district."

This variance request is to be able to expand existing office to the north side of existing structure, having the existing parking lot adjacent to proposed addition there is no need to have a side street setback of 10', therefore we are proposing a 5' setback in lieu of.

d) "The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare."

The approval of the requested variances will not be materially detrimental to persons residing or working in the vicinity, to adjacent property; it will allow the construction of the proposed office addition to better serve the City of San Luis citizens.

If you have any questions or need any further information don't hesitate in contact us.

Sincerely

Vega & Vega Engineering, P.L.C.

Vianey R. Vega, P.E.

November 17, 2016

VARIANCE CASE NUMBER: 2015-0558 / R.L. Jones Insurance Office Addition

CASE SUMMARY: A request by Vianey Vega, Vega & Vega Engineering on behalf of 5M Holding L.L.C., owner, for a Variance to reduce street setback requirement from 10 feet to 5 feet as required by Chapter 7 Table No. 7 – Development Standards-Commercial Zoning Districts of the City of San Luis Zoning Ordinance in a Community Commercial (C-2) Zoning District. Assessor's Parcel No. 775-37-209 located at 800 N. Main Street, San Luis, Arizona.

PUBLIC HEARING: December 14, 2016

COMMENTS DUE: November 23, 2016

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted as is into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Board of Adjustment hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 928-341-8563, extension 2013, or at Jstarkey@cityofsanluis.org.

Thank you,

John Starkey
Planning & Zoning Director

Attachment: Location Map, and Site Plan

☑ COMMENTS ☐ NO COMMENTS

Enter Comments *below*:
The City of San Luis Fire Department has no comments at this time; final decisions regarding this request are best made by the Planning and Zoning Department.

Date:
11/17/16
Agency:
The City of San Luis Fire Department
Phone:
928/341-8550
Return to: Rpacheco@cityofsanluis.org

Roman Pacheco

From: Craig Sellers <Craig.Sellers@yumacountyaz.gov>
Sent: Thursday, November 17, 2016 7:50 AM
To: Roman Pacheco
Subject: RE: Request for Comments for Variance Case No. 2015-0558 / R.L. Jones Office Addition

Yuma County Flood Control District recommends verifying drainage impacts from addition to Main Street Storm Drain.

From: Roman Pacheco [mailto:RPacheco@cityofsanluis.org]
Sent: Thursday, November 17, 2016 7:43 AM
Subject: Request for Comments for Variance Case No. 2015-0558 / R.L. Jones Office Addition

Good morning-

Please find attached request for comments form, location and site plan map for your review. If you have any questions concerning this request, please contact the office of Planning and Zoning.

Thanks.

Roman Pacheco
Planning Technician
Planning & Zoning Department
City of San Luis
1090 E. Union Street | P.O. Box 3750
San Luis, Arizona 85349
928.341.8563 Ext. 2047
928.341.8599 Fax
www.cityofsanluis.org

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **12.**
Meeting Date: 12/14/2016
Department Head: Kay Macuil, City Attorney, Attorney's Office
Submitted By: Kay Macuil, City Attorney, Attorney's Office
Action Requested: Motion

ITEM:

EXECUTIVE SESSION
Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7).

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7) for discussion or consultation:

- for legal advice with the City Attorney or City's attorneys, and/or

- with the City Attorney of City's attorneys in order to consider its position and instruct its attorneys regarding City Council's position regarding contracts that are the subject of negotiations, and/or

- with designated representatives of City Council in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property. **(Kay Marion Macuil, City Attorney; Jenny Torres, Community Development Director; Ralph Velez, City Consultant)**

SUMMARY:
City Council can be properly advised by holding an executive session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03(A)(3), (4) AND (7).

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A

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

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

Fiscal impact is not applicable to this agenda item under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session. This executive session is focused on the process.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **13. A.**

Meeting Date: 12/14/2016

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 to adopt Resolution No. 1171. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a Memorandum of Understanding between the City of San Luis, Arizona and San Luis Commercial Holdings, L.L.C., an Arizona limited liability company. **(Jenny Torres, Community Development Director)**

SUMMARY:

Through the efforts of Jenny Torres and Ralph Velez, City staff have negotiated with San Luis Commercial Holdings, L.L.C. to develop a multi-use hotel, restaurant, convenience store and gas station, and possible medical complex at the corner of 22nd Street and Highway 95 as an economic development project.

What is being presented is a memorandum of understanding, not the final agreements. The purpose of a memorandum of understanding is to outline the basic understandings between the parties which will be incorporated into the final agreements between the two parties. It is anticipated the final agreements will be two, separate agreements.
(1) The first will be a development agreement and
(2) the second will be what is described by A.R.S. §9-500.11 as a retail development tax incentive agreement.

The developer of the project has been working on this project for some time now. For this project to be economically feasible, it will need to use the federal program of new market tax credits as well as economic development participation of the City of San Luis. The participation of the City of San Luis is limited in scope. It involves the buying of land by the city for public infrastructure of the city. It involves helping to pay part of the cost of other public infrastructure. It also involves rebating a portion of the sales taxes generated by the ultimate businesses that are developed until the sum of $1,500,000 is rebated.The City did a version of this before for the development of WalMart. For the WalMart project, part of the infrastructure needed was development on 22 nd Street. These costs were fronted by WalMart and paid back to WalMart from a portion of the sales taxes collected from WalMart. In similar fashion a portion of sales taxes from the businesses developed under this MOU will be rebated. Because the monies are limited to 80 percent of taxes actually generated, at all times the City will received more revenue than the amount of the incentive. Further the agreement requires a study and bargained for employment of persons within the effective market area of the City such that the benefit of this employment and the development of public infrastructure will also meet or exceed the incentive pledged by this MOU.

What the City will receive in return is multi-fold. First is the development of a brand hotel. Second is the development of a brand restaurant. Third is a convenience store/gas station. Fourth is a possible

medical complex. Fifth is employment of its residents. Sixth is additional developed infrastructure for the City. It is anticipated that the amount of private investment to develop this project could be as much as $20,000,000.

What is also important is what the City is not doing. It is not buying the land for the private businesses being proposed to be developed. The portion of land being purchased by the City is for land for the City, not private enterprise. It is not providing the financing or lending of the City's credit. If sales taxes are not generated, the City will not be paying the incentive.

Care has been taken to comply with Arizona law with regards to the power granted by A.R.S. §9-500.11 and the limitations imposed by Article 9 Section 7 of the Arizona Constitution, also known as the Anti-Gift Clause.

Again, the proposed memorandum of understanding is not the final agreement. But by agreeing to the memorandum, Council will be saying that it agrees in principal with the understandings outlined within the memorandum.

Staff recommends the approval of the proposed resolution approving said memorandum of understanding.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1171.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$500,000.00
BUDGETED:	Not for 2016-2017
AVAILABLE TO TRANSFER:	N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: To be determined

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

Timing of this cost is not addressed in the Memorandum of Understanding (MOU) whether before July 1, 2017 (this fiscal year) or after July 1, 2017 (next fiscal year).

This cost is for the City to obtain the City's own land for infrastructure and the infrastructure itself. Specifically, under the MOU the purchase for the City would include two (2) acres of land for City infrastructure(including closing costs) and the costs of infrastructure in the public right of way. These costs are capped under the MOU at $500,000.00.

Attachments

Resolution No. 1171

Exhibit A - MOU

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1171

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SAN LUIS COMMERCIAL HOLDINGS, L.L.C.

Whereas, San Luis Commercial Holdings, L.L.C., an Arizona limited liability company, desires to enter into a memorandum of understanding with the City of San Luis to develop and maintain a multi-use hotel, restaurant, convenience store and gas station, as well as other uses as an economic development project within the City of San Luis, Arizona;

Whereas, A.R.S. §9-500.11 allows for municipalities to enter into a retail tax incentive agreement and to otherwise make expenditures to support economic development; and

Whereas, the City Council of the City of San Luis desires to promote economic development and provide employment opportunities for its residents;

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

Section 1: The City Council of the City of San Luis finds that the Memorandum of Understanding ("MOU") as attached hereto as Exhibit "A", provides necessary safeguards to ensure compliance with the provisions of A.R.S. §9-500.11 and Article 9 §7 of the Arizona Constitution, will raise more revenue than the amount of the incentive as described with said MOU, and will provide additional public benefits equal to or exceeding any anticipated participation by the City of San Luis.

Section 2: That MOU, as attached hereto, is hereby approved.

///

///

Section 3: That the appropriate City officials are hereby authorized and directed to enter into said MOU on behalf of the City and take any all actions as may be necessary to put into effect said MOU.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio
City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil
City Attorney

Exhibit A

MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding by and between the City of San Luis, a municipal corporation and political subdivision of the State of Arizona, and San Luis Commercial Holdings, LLC, a limited liability company authorized to do business, and doing business in the State of Arizona.

I. PURPOSE

THE CITY OF SAN LUIS, AZ ("**City**") and SAN LUIS COMMERCIAL HOLDINGS, LLC, ("**Developer**") have a common interest in establishing a relationship to develop and maintain a multi-use hotel, restaurant, convenience store and gas station, as well as other uses as an economic development project within the City of San Luis, Arizona (the "**Project.**")

The purpose of this Memorandum of Understanding ("**MOU**") is to outline an understanding with respect to the Project, the participation of the City, the necessary agreements and transactions that will need to take place and establish a projected timetable. This MOU is not a formal binding contract and it is understood and agreed that formal documentation of the contemplated transactions needed for this Project will be evidenced by future written documents.

II. LOCATION OF PROJECT

A. Location. The proposed Project location will be a 5 to 8 acre site at the northwest corner of the intersection of Highway 95 and 22nd Street within the City's limits (the "**Project Site**"). It is understood the Project Site is owned by MJS Properties, LP, an Arizona limited partnership, ("**MJS**") and acquisition of the Project Site by Developer has yet to occur.

B. Survey. The Project Site has yet to be surveyed for a legal description. Upon or prior to the acquisition of the Project Site the Developer shall retain at its cost a licensed surveyor to coordinate a survey of the Project Site with MJS to determine the legal description for the Project Site. Upon completion of the survey, the Developer shall direct the surveyor to provide the legal description to City.

C. Acquisition of Project Site. Developer is to acquire the site in its own name. However, the City has offered to cooperate with Developer in utilizing the San Luis Industrial Development Authority ("**IDA**") for property acquisition as a possible development option should Developer desire it, but such cooperation shall not require the expenditure or appropriation of any funds by the City, except as expressly stated herein, or the IDA except the cost of customary staff functions of the City or the IDA.

III. CITY PARTICIPATION

City intends to participate in the following manner:

a) City agrees to enter into an appropriate agreement or agreements to purchase from Developer two acres of land to be used for a retention basin to be used for (i) control of storm water from the Project Site and (ii) adjoining public roadways. City will pay appraised fair market value for said land. The location of the two acres will be adjacent to public right of way.

b) The total amount that the City will pay will not exceed $500,000, an amount comprised of the amount paid for the two acres under II.D.a inclusive of closing costs plus the costs of infrastructure in public right of way needed to support development of the project (collectively, the "Public Infrastructure Costs"). Infrastructure means either water or wastewater mains in public rights of way that will or are to become property of the City or street and road development that likewise will become property of the City of San Luis.

c) If permitted by Title 34 of the Arizona Revised Statutes, the City may pay Public Infrastructure Costs in the form of reimbursement of amounts paid by the Developer, provided that it can be shown that this is a cost savings to the City as opposed to contracting independently using public procurement procedures.

d) Marketing. The City further agrees to work with Developer in the marketing of the hotel and restaurant, and other project businesses, including the promotion of the hotel to governmental agencies and other businesses doing business in City.

IV. TRANSACTION PRIVILEGE TAX CREDIT

Developer intends to develop a "brand" hotel, a "brand" restaurant, a franchise convenience store and gas station, and other transaction privilege tax generating businesses on the Project Site. These businesses in addition to generating transaction privilege taxes directly to the City will indirectly benefit the City by providing employment in a City with a historically 50 percent unemployment rate, enhance property values of nearby properties, and generate other economic development in the City limits. Developer to maximize its leverage and maximize use of its development funding for actual development of the site as opposed to using those resources for land acquisition, desires to receive credit for the transaction privilege tax revenue (i.e. transaction privilege tax revenue) being generated to the City from the developed Project Site for the cost to acquire the Project Site. Having an effective tax credit where excise privilege taxes being generated are used, in part, to acquire and develop the Project Site is a material part of the transaction to Developer.

A.R.S. §9-500.11 allows a municipality to enter into a "retail tax incentive agreement" as that term is defined in that statute. By having an agreement or set of agreements which

comply with the provisions of this statute, Developer may get credit for a portion of the sales, use, or transaction privilege taxes payable to the City in connection with the construction, development, or operation of retail development activities on the Project Site by Developer or its nominee(s). Such a credit will be hereinafter referred to as the "**Retail Tax Incentive Agreement**".

It is understood and agreed that any structure or documentation of the transactions between the City, an IDA, and/or Developer for the Project will provide Developer the Retail Tax Incentive Agreement as set forth in this Section. Final documentation may be with a nominee or assignee of Developer. Approval of such nominee or assignee will be in accordance with the General Provisions as set forth in Section VI of this MOU.

A.R.S. §9-500.11 provides in part that for a tax credit to be provided by the Retail Tax Incentive Agreement, at all times the sales, use, or transaction privilege taxes payable to the City in connection with the construction, development, or operation of retail development activities on the Project Site must equal or exceed the amount of the credit being given to Developer or its nominee or assignee. It requires a verification by an independent third party (the "**Economic Benefit Assessment**") that any tax incentive provided must raise more revenue than the amount of the incentive. The Economic Benefit Assessment will determine the amount of economic benefit available to the City on an annual basis (the "**Estimated Annual Economic Benefit**"). The Developer may not pay for, finance, nor have input into the selection of, the independent third party providing the Economic Benefit Assessment. Any Retail Tax Incentive Agreement between the parties hereto must be so conditioned.

Article 9 §7 of the Arizona Constitution prohibits any subdivision of the State giving or lending its credit or making any donation, grant, or subsidy to any person, association, or corporation. Arizona has recognized that if (i) the public treasury receives benefits that meet or exceed the cost to the public treasury and (ii) if the expenditure of public funds is for a public purpose, then there is consideration for the transaction and the matter is not in violation of this provision of law.

So that the City will, at all times, raise more revenue than the amount of the credit provided by the Retail Tax Incentive Agreement, it is agreed that such credit will be structured as follows.

A. Eighty percent (80%) of all transaction privilege taxes of the City as generated from businesses established on the Project Site will be rebated to Developer or its nominee or assignee until the sum of one million five hundred thousand dollars ($1,500,000.00) is paid.

B. Payment of the rebated city transaction privilege tax will be conditioned upon a showing of a public benefit to the City of San Luis as follows. The Retail Tax Incentive Agreement will provide as a required part of the bargain that there will be employment of persons living within the effective market area of the businesses located within the municipal limits of San Luis in sufficient numbers and annual wages to offset the amount of sales tax rebate being generated annually pursuant to the Retail Tax Incentive Agreement. City shall engage an appropriate study to demonstrate the economic effect of this bargained for employment to the public treasury of the City so as to show that the benefit is roughly equivalent to the cost of the rebate of taxes. Developer shall cause the businesses located on the Project Site to report quarterly the number of employees living within the effective market area as described above as well as the amount of gross wages paid to said persons to verify the public benefit received. City shall have a reasonable right to inspect or audit records of these businesses to verify the information being reported. In the event that there are two consecutive quarters in which the benefit received by the City in connection with this employment is not equal to or greater than the Estimated Annual Economic Benefit, the amount of taxes being rebated will be reduced by an amount based on the relative difference between the actual economic benefit for the prior two consecutive quarters and the Estimated Annual Economic Benefit. By way of illustration and without limiting the generality of the preceding sentence, if the Estimated Annual Economic Benefit is $300,000 and if the actual economic benefit for the two consecutive quarters when annualized is $150,000 the amount of rebated sales tax will be reduced from eighty percent (80%) of all transaction privilege taxes of the City generated from businesses established on the Project Site to forty percent (40%) of all transaction privilege taxes of the City generated from businesses established on the Project Site

C. If a reduction in the percentage of transaction privilege taxes is required under Section IV.B, the Developer may request that credit be given for the cost of public infrastructure fully paid by the Developer and not subject to any lien or encumbrance, i.e. city water or wastewater mains, or public street, road and right of way developed by the Developer. The giving of this credit shall not increase the rate of rebate nor the amount of rebate as provided by subsection IV.A above. This credit shall be given upon evidence of these costs incurred by Developer in the development of the Project being presented to City. These shall be for costs not reimbursed to Developer pursuant to subsection III.b above. The value of such infrastructure and the amount available for credit to be approved/determined in the sole discretion of the Public Works Director of the City of San Luis taking into account, the availability of exceptions to public procurement permitted by Title 34 of the Arizona Revised Statutes.

D. The Retail Tax Incentive Agreement will be conditioned upon the development of and the opening of the above-described "brand" hotel and "brand" restaurant on or before January 1, 2020.

V. PARTICIPATION OF DEVELOPER

A. New Market Tax Credits. To develop the Project Site, Developer and/or its nominee or assignee will need to acquire financing. Developer intends to develop and finance the Project through the issuance of New Market Tax Credits ("NMTC"). The City agrees to support Developer in its efforts to procure the NMTC for the Project.

B. City Approvals. The City further agrees it may be necessary to split or subdivide the Project Site into separate lots or parcels to facilitate the Project. The City agrees to expedite any City review and approval necessary to for a lot split/s or subdivision of the Project Site.

D. GPLET. Developer is also considering the possibility of the Project Site being developed in such a manner as to quality for the Government Property Lease Excise Tax pursuant to Arizona law ("**GPLET**"). The City agrees in the event Developer decides to develop the Project, or portion of the Project to avail of the GPLET, the City agrees to support Developer's efforts in this regard and shall enter into such agreements as deemed necessary by the parties to quality for the GPLET.

E. Exclusivity Period. The City agrees from the City's approval of this MOU the City shall provide Developer the exclusive right through December 31, 2017 to put the Project together and to procure the necessary financing and "end users" for the Project (the "**Exclusivity Period**"). During the Exclusivity Period the City agrees to refer any inquiries the City receives for the development of a new "sit down" restaurant, hotel/motel or convenience store/gas station to Developer. The City further agrees during the Exclusivity Period it shall not negotiate directly or indirectly with any other party for the development of a similar project within or proximity to the City's municipal limits.

VI. CLOSING

The City and Developer acknowledge there are a number of contingencies necessary to procure the Project Site and to develop the Project.

VII. GENERAL PROVISIONS

A. **Counterparts**. This MOU may be executed in one or more counterparts and by facsimile or other means of electronic signature, 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.

B. **Headings**. The descriptive headings of the paragraphs of this MOU are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

C. **Time of the Essence**. Time is of the essence of this MOU. It is understood the City, and Developer will work together to facilitate the transactions contemplated by this understanding, including NMTC procurement and end users for the development of the Project. The parties hereto will cooperate in the execution of any and all needed and necessary documents and agreements for the transaction(s) described herein within said timeframe.

D. **No Partnership and Third Parties**. It is not intended by this MOU to, and nothing contained in this MOU shall, create any partnership, joint venture or other similar arrangement between City and Developer. No term or provision of this MOU is intended to, or shall, be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder unless an agreed to successor or nominee of Developer. City shall have a right to approve any nominee and/or successor, and such approval shall not be unreasonably withheld.

E. **Mutual Cooperation.** The City and Developer acknowledge the development of the Project is complex and that additional terms, conditions or agreements not specified or contemplated in this MOU may be necessary for the development of the Project. The City and Developer shall endeavor to mutually cooperate with each other in a timely manner to facilitate the development of the Project and to amend or supplement this MOU as is necessary to proceed with the development of the Project.

F. **Entire Agreement**. This MOU constitutes the entire current understanding between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

G. **Amendment**. No change or additions are to be made to this MOU except by a written amendment executed by the parties hereto.

H. **Governing Law**. This MOU is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this MOU is subject to the provisions of A.R.S. § 38 511. Pursuant to the provisions of A.R.S. §41-4401, Developer further agrees to warrant that it and any of its contractors or subcontractors will comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, subsection A. That a breach of this warranty shall be deemed a material breach of any agreement with City and will be subject to the penalties of A.R.S. §41-4401.A.2. That the City shall have the right to random verification of employment records of Developer, its contractors, or subcontractors to ensure compliance with this warranty. Developer shall execute a certification regarding whether it is boycotting Israel as provided by A.R.S. §35-393.01.

I. **Venue**. Any legal action relating to this MOU or the agreements contemplated herein shall be brought in either the Yuma County Superior Court 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.

J. **No Personal Liability**. No member, official or employee of the City, IDA or Developer shall be personally liable to any other party or any successor or assignee, (a) in the event of any default or breach by any party, (b) for any amount which may become due to any party or its successor or assign, or (c) pursuant to any obligation of any party under the terms of this MOU or agreement that may be entered into as a result hereof.

City of San Luis

By: _____ _____
Its: _____ Dated

San Luis Commercial Holdings, LLC

By: _____ _____
Its: _____ Dated