NOTICE OF WORK SESSION

In accordance with §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 Work Session meeting at 6:30 p.m., Wednesday, February 7, 2018. The Work Session 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 SESION DE TRABAJO

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 Sesion de Trabajo a las 6:30 p.m., el día Miercoles 7 de Febrero del 2018. 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

AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
February 7, 2018
6:30 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS.

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

2. **ITEMS FOR DISCUSSION ONLY**

2. A. Presentation by Mr. Jeff Spohn on any and all matters regarding Arizona Public Service (APS) residential plan comparison. **(Jeff Spohn, Division Manager Trans Distribution, South West Division of APS)**

2. B. Discussion and possible directions to staff on any and all matters regarding the authorization for emergency repairs to Merrill Lift Station and ratification of the same. **(Eulogio Vera, Director of Public Works)**

2. C. Discussion and possible directions to staff on any and all matters regarding informational updates by the City of San Luis Fire Department. **(Hank Green, Fire Chief)**

2. D. Discussion and possible directions to staff on any and all matters regarding disposal of obsolete portable radios. **(Hank Green, Fire Chief)**

2. E. Discussion and possible directions to staff regarding the TischlerBise Proposal for Development Fee Study under A.R.S. §9-463.05. **(Kay Marion Macuil, City Attorney)**

2. F. Discussion and possible directions to staff on any and all matters regarding authorization to purchase two (2) police canines for the San Luis Police Department Canine Unit. (CONTINUED ITEM FROM REGULAR COUNCIL MEETING HELD JANUARY 10, 2018) (**Richard Jessup, Acting Chief of Police**)

2. G. Discussion and possible directions to staff on any and all matters regarding Resolution No. 2029. 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 #170436-01, Operation Stonegarden Grant Program Award-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. **(Richard Jessup, Acting Chief of Police)**

2. H. Discussion and possible directions to staff on any and all matters regarding a proposed resolution. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing alcohol permit fees, special alcohol permit fees and facility fees and repealing any conflicting provisions. **(Lizandro Galaviz, Director of Parks & Recreation)**

3. ADJOURNMENT

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.

AGENDA ITEM REVIEW FORM

Work Session **2.A.**

Meeting Date: 02/07/2018

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Presentation by Mr. Jeff Spohn on any and all matters regarding Arizona Public Service (APS) residential plan comparison. **(Jeff Spohn, Division Manager Trans Distribution, South West Division of APS)**

SUMMARY:

Mr. Jeff Spohn from APS requested that this informational item be placed on the agenda for the Work Session of February 7, 2018.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTION TO STAFF ONLY, NO ACTION.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

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

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

N/A

Attachments

APS Presentation

Residential Plan Comparison*

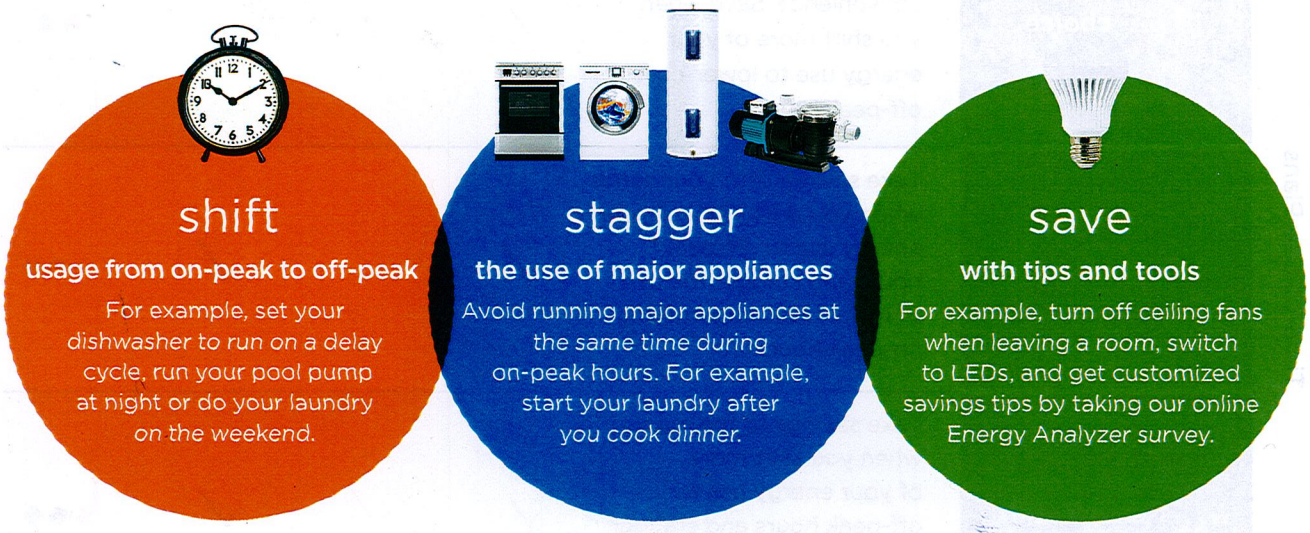
PLANS	BASIC SERVICE CHARGE (PER DAY)	ENERGY CHARGE (PER kWh)	OFF-PEAK PRICING	SUPER OFF-PEAK WINTER PRICING	ON-PEAK SUMMER PRICING	ON-PEAK WINTER PRICING	ON-PEAK SUMMER PEAK USAGE (DEMAND) CHARGE PER kW	ON-PEAK WINTER PEAK USAGE (DEMAND) CHARGE PER kW	OFF-PEAK HOURS	SUPER OFF-PEAK WINTER HOURS	ON-PEAK HOURS	ENERGY USE RESTRICTIONS	RENEWABLE ENERGY COMPATIBLE
Lite Choice	**32.9¢**	**11.672¢**	–	–	–	–	–	–	–	–	–	Under 600 kWh per month	**No**
Premier Choice	**49.3¢**	**12.393¢**	–	–	–	–	–	–	–	–	–	601–999 kWh per month	**No**
Premier Choice Large	**65.8¢**	**13.412¢**	–	–	–	–	–	–	–	–	–	1,000 or more kWh per month	**No**
Saver Choice	**42.7¢**	–	**10.873¢**	**3.200¢**	**24.314¢**	**23.068¢**	–	–	**8 p.m.–3 p.m.** weekdays, all weekend +10 holidays	**10 a.m.–3 p.m.** weekdays	**3 p.m.–8 p.m.** weekdays	–	**Yes** (with grid access charge)
Saver Choice Plus	**42.7¢**	–	**7.798¢**	–	**13.160¢**	**11.017¢**	**$8.40**	**$8.40**	**8 p.m.–3 p.m.** weekdays, all weekend +10 holidays	–	**3 p.m.–8 p.m.** weekdays	–	**Yes**
Saver Choice Max	**42.7¢**	–	**5.230¢**	–	**8.683¢**	**6.376¢**	**$17.44**	**$12.24**	**8 p.m.–3 p.m.** weekdays, all weekend +10 holidays	–	**3 p.m.–8 p.m.** weekdays	–	**Yes**

*Pricing shown is for energy use only, is subject to change and does not include any applicable taxes, adjustors or other fees.

CS#1706055

SAVE WITH YOUR NEW PLAN

Depending on your plan, there are up to three, easy ways to lower your bill when you shift, stagger and save.



shift

usage from on-peak to off-peak

For example, set your dishwasher to run on a delay cycle, run your pool pump at night or do your laundry on the weekend.

stagger

the use of major appliances

Avoid running major appliances at the same time during on-peak hours. For example, start your laundry after you cook dinner.

save

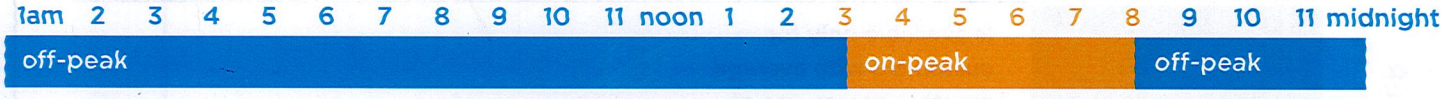
with tips and tools

For example, turn off ceiling fans when leaving a room, switch to LEDs, and get customized savings tips by taking our online Energy Analyzer survey.

SAVE WITH A TIME-OF-USE PLAN

Our new time-of-use Saver Choice plans offer savings when you shift energy use from on-peak hours to lower-cost off-peak hours. These plans have even more off-peak hours than before and 10 off-peak holidays.

weekdays



lower-cost hours

higher-cost hours

weekends & holidays



lower-cost hours

10 off-peak holidays: New Year's Day, Martin Luther King Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

Review all of your new plan options and switch today.

Visit **aps.com/plans** or call us at **(602) 371-7171** (metro Phoenix) or **(800) 253-9405** (other areas).

INTRODUCING OUR NEW PLANS

Choose the plan that works best for you. Access your account on aps.com or the APS mobile app to see your energy usage and more.

		ENERGY USE (kWh) CHARGES	LOWER COST OFF-PEAK HOURS	PEAK HOUR USAGE CHARGE (DEMAND kW)	NUMBER OF WAYS TO SAVE
SAVER CHOICE Time-of-Use Plans	saver **choice**	Offers the perfect balance of savings and convenience. Save when you shift more of your energy use to lower-cost off-peak hours.	✓	✓		● ●
	saver **choice plus**	Take savings into your hands when you shift more of your energy use to off-peak hours and stagger the use of major appliances during on-peak hours.	✓	✓	✓	● ● ●
	saver **choice max**	Take savings to the max when you shift more of your energy use to off-peak hours and stagger major appliances/AC use during on-peak hours.	✓	✓	✓	● ● ●
PREMIER Convenience Plans	lite **choice**	Is available **only** for customers with average monthly energy use of 600 kWh or less. Save on overall usage with energy efficiency tips and tools.	✓			●
	premier **choice**	Is available **only** for customers with average monthly energy use of 601 to 999 kWh. Save on overall usage with energy efficiency tips and tools.	✓			●
	premier **choice large**	Is available **only** for customers with average monthly energy use of 1,000 kWh or more. Save on overall usage with energy efficiency tips and tools.	✓			●

● SHIFT ● STAGGER ● SAVE

YOUR ENERGY
YOUR OPTIONS

Learn how to save with our energy efficiency programs and rebates at **aps.com/options**.

aps®

CS#1710036

AGENDA ITEM REVIEW FORM

Work Session **2.B.**

Meeting Date: 02/07/2018

Department Head: Eulogio Vera, Director of Public Works, Public Works Department

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the authorization for emergency repairs to Merrill Lift Station and ratification of the same. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Merrill Lift Station emergency repairs was initially approved by City Council on June 14, 2017, staff did not proceed with the project due to the project bid came in very high, $35,328.00 above the approved amount. Staff continued to work on mitigating maintenance issues as we continue to complete the project, the project was not an approved budget item for Fiscal Year 2018. The Merrill Lift Station has pipe failure, and we repaired the issue and proceeded to rehabilitate the wet well as originally intended.

Staff contracted Rain for Rent to bypass the sewer flow, contracted Yuma Valley Contractors and Borrego Brothers to assist in completing the project. The total investment for the Merrill Lift Station emergency repairs project was $47,851.00. Staff is requesting ratification of the subject project and request the use of UB2013 bond money to fund the project.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Fund
TOTAL:	$47,851.98
BUDGETED AMOUNT:	$0.00
AVAILABLE AMOUNT TO TRANSFER:	$685,933.94
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - CIP WW System 310-311-90015.350 $685,933.94

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

Subject repair is not an approved FY18 item, PW Administration is seeking City Council Approval to use Bond money to pay for the repairs/rehabilitation.
Capital Outlay - CIP WW System $685,933.94

Attachments

Project Expense List

PO Purchases

P-Card Purchases

MERRILL LIFTSTATION EMERGENCY REPAIR PROJECT - WW DIVISION

P-CARD:

11/29/17	Del-Sol	$7.04	
11/30/17	Harbor Freight Tools	$124.66	
12/01/17	Del-Sol	$14.74	
12/01/17	Yuma Winlectric	$199.28	
12/01/17	Del-Sol	$11.09	
12/02/17	Lowes	$71.84	
12/02/17	Del-Sol	$16.55	
12/03/17	Del-Sol	$6.22	
12/04/17	BLT Ready Mix	$290.07	
12/05/17	BLT Ready Mix	$145.03	
12/07/17	Del-Sol	$65.98	
	SUBTOTAL:	**$952.50**	

PURCHASE ORDERS (After the Fact):

11/29/17	Green Rubber Kennedy	$1,209.79	
11/29/17	Yuma Valley Contractors	$33,149.00	
12/04/17	Yuma Valley Contractors	$4,377.97	*(Change Request)*
11/30/17	Yuma Winnelson	$664.35	
12/07/17	Rain for Rent	$5,783.07	
12/27/17	Borrego Brothers	$1,715.30	
	SUBTOTAL:	**$46,899.48**	
	TOTAL:	**$47,851.98**	

Green Rubber Kennedy Ag

Agricultural and Industrial Supply

Salinas Modesto Greenfield Watsonville Yuma

SALINAS:	PH. 831-753-6100	FX. 831-753-6111
MODESTO:	PH. 209-538-6227	FX. 209-538-6271
GREENFIELD:	PH. 831-674-0999	FX. 831-674-3639
WATSONVILLE:	PH. 831-761-9395	FX. 831-761-9397
YUMA:	PH. 928-726-6560	FX. 928-344-4730

INVOICE

COPY

Invoice	Y-553656
Date	11/29/2017
Page	1

E39059

WRITTEN BY	CARLOS
ORDERED BY	GILBERTO
Date/Time Printed	12/11/2017 9:43:52 AM

Bill To:

City of San Luis
P.O. Box 7740

SAN LUIS AZ 85349

Ship To:

City of San Luis
707 N. 1ST AVE

SAN LUIS AZ 85349

PH: (928) 627-7308 Ext. 0000
FX: (928) 627-7763 Ext. 0000

Project:

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	50013	H	WILL CALL-YUMA	1%-10/NET 30	11/30/2017	973,267

Ordered	Shipped	B/O	Item Number	UofM	Description	Unit Price	Ext. Price
10.00	10	0	PTB200E	EACH	CAMLOCK FITTING POLY 20E	$5.51	$55.10
10.00	10	0	PTB200C	EACH	CAMLOCK FITTING POLY 20C	$13.08	$130.80
500.00	500.00	0.00	06TFH200	FT.	PVC SUCTION H200 CLEAR W/WHITE STRIPE 2"	$1.86	$930.00

After the fact requisitions.
Meuel's Emergency Project

Entered 12/14

RECEIVED by: Public Works Dept. DEC 14 2017 City of San Luis

Ok
Gilberto Torres
12/11/17

Discount Amount $11.16
If Paid By: 12/9/2017

Subtotal	$1,115.90
Deposit	$0.00
Misc	$0.00
Tax	$93.89
Shipping and Handling	$0.00
Trade Discount	$0.00
Total	$1,209.79

SE REMIT TO:

BBER-KENNEDY AG
O. BOX 7488
SPRECKELS, CA 93962

for your patronage...
in the years to come.

Green Rubber Kennedy Ag

Agricultural and Industrial Supply

Salinas Modesto Greenfield Watsonville Yuma

SALINAS: PH. 831-753-6100 FX. 831-753-6111
MODESTO: PH. 209-538-6227 FX. 209-538-6271
GREENFIELD: PH. 831-674-0999 FX. 831-674-3639
WATSONVILLE: PH. 831-761-9395 FX. 831-761-9397
YUMA: PH. 928-726-6560 FX. 928-344-4730

Packing Slip

Invoice	Y-553656
Date	11/29/2017
Page	1

E39059

COPY

WRITTEN BY	CARLOS
ORDERED BY	GILBERTO
Date/Time Printed	11/29/2017 9:08:25 AM

Bill To:

City of San Luis
P.O. Box 7740

SAN LUIS AZ 85349

Ship To:

City of San Luis
707 N. 1ST AVE

SAN LUIS AZ 85349

PH: (928) 627-7308 Ext. 0000
FX: (928) 627-7763 Ext. 0000

Project:

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	50013	H	WILL CALL-YUMA	1%-10/NET 30	11/30/2017	973,267

Ordered	Shipped	B/O	Item Number	UofM	Description	Unit Price	Ext. Price
10.00	10	0	PTB200E	EACH	CAMLOCK FITTING POLY 20E	$5.51	$55.10
10.00	10	0	PTB200C	EACH	CAMLOCK FITTING POLY 20C	$13.08	$130.80
500.00	500.00	0.00	06TFH200	FT.	PVC SUCTION H200 CLEAR W/WHITE STRIPE 2"	$1.86	$930.00

RECEIVED BY: Public Works Dept. DEC 14 2017 City of San Luis

11/29/2017
Gilberto Torres
OK

Material needed Due an emergency (Sewage By pass)
Merrill wet well
Rehabilitation
Project

X _____

NAME

Green Rubber - Kennedy Ag would like to thank you for you patronage. We look forward to serving you in the years to come.

PLEASE PAY FROM YOUR YELLOW iNVOICE COPY, WHICH WILL BE MAILED SEPERATELY, THANK YOU.

REQUISITION

GENERAL INSTRUCTIONS: Complete requisition & submit with all necessary attachments to PW Administrative Office.

DATE: Dec 11, 2017

CITY OF SAN LUIS
Department of Public Works

REQUESTER: Gilberto Torres

DIVISION: Wastewater

VENDOR NAME: Green Rubber Kennedy Ag
ADDRESS: 1310 DAYTON STREET **CITY/STATE/ZIP:** SALINAS CA 93901

REASON FOR PURCHASE:
(2 ") Hose and connectors to be used during a sewage bypass from Merrill Lift Station (due an emergency).

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
10	PTB200E	CAMLOCK FITTING POLY 20E	$5.51	$55.10
10	PTB200C	CAMLOCK FITTING POLY 20C	$13.08	$130.80
500 FT	06TFH200	PVC SUCTION H200 CLEAR W/WHITE	$1.86	$930.00
		STRIPE 2"		

12/11/17
Requisition will be after fact.
Thank you
Gilberto Torres

RECEIVED By: Public Works Dept. DEC 14 2017 City of San Luis

SUBTOTAL	$1,115.90
MISC. FEE	
FREIGHT/S&H	
TAX	$93.89
TOTAL	$1,209.79

APPROVALS

Departmental: _____

Date: _____

SUPERVISOR SIGNATURE: Gilberto Torres

COPY

Proposal

YUMA VALLEY CONTRACTORS, INC.

1334 S. 5TH AVENUE - YUMA, AZ 85364 (928) 783-6942 - FAX: (928) 782-9892
AZ General Commercial: B-01 072856 AZ General Engineering: A-106548 AZ General Building: B-067763 CA General: B 951391

TO: City of San Luis
Attn: Eulogio Vera

DATE: 29-Nov-17
PROJECT NAME:
ARCHITECT:
DATE OF PLANS:
PROJECT LOCATION: Merrill Ave. Liftstation

DESCRIPTION:

YVC proposes to Install 84" ploymer man hole insert as supplied by the city of San Luis.
The city will be responsible for the sewage flow at the Hacienda development, and all pipe, parts, epoxy and grout as related to the polymer man hole to supply to YVC. The City will provide by-pass pumping from the merrill ave inlet to the force main manifold. YVC will also provide the equipment to set the polymer sleeve in place. YVC will also remove and reinsall the pumps, guides,
for the pumps
* Note as an item of concern the moisture content of the existing wet well base may not adhere to the epoxy. YVC will provide due dilligance in drying the concrete, but cannot guarantee that the material will adhere or may peal off over time.

Base Total	$28,149.00
Contingency	$5,000.00

EXCLUISIONS: PROFESSIONAL SERVICES, SPECIAL INSPECTOINS, STAKING, ELECTRICAL WORK , MATERIAL TESTING, IMPORT OF MATERIAL , PERMITS, ANY WORK BEYOND INSTALLING TESTING OR MAINTENANCE OF THE PUMPS, CONTROLS OR OTHER DEVICES.
PUMPING FOR SEWAGE FLOW AT HACIENDA AS THE CITY OF SAN LUIS WILL BE RESPONSIBLE FOR THIS FLOW.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TOTAL AMOUNT ONLY: $33,149.00

Payment to be made as follows: PROGRESS PAYMENTS

BY: Kirk Peters
YUMA VALLEY CONTRACTORS, INC.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Proposal is valid for 30 days
All late payments will be charged 1.5% per month.

Signature:

11/29/2017
Date of Acceptance:

Signature:

RECEIVED BY: Public Works Dept. DEC 14 2017 City of San Luis

From - YUMA WINNELSON CO
P O BOX 709
YUMA, AZ 85366-0709

To Reorder Dial: 928-341-1993
Fax: 928-782-3221

COPY

Sold To - CITY OF SAN LUIS
ADMINISTRATIVE SERVICES
PO BOX 7740
SAN LUIS, AZ 85349-6816
928-341-8553

Ship To -

* * * * * * *
PACKING LIST
* * * * * * *
MSBRID

Date - 11/30/17
Page - 1
Time - 8.37.41
Customer No. - 382

Order No. - 292332-00

ALL RETURNS ARE SUBJECT TO PRIOR APPROVAL AND 25% RESTOCK FEE

Date Shipped - 11/30/17
Filled By - MIKE
Ship Via -
Freight - .00

Date Ordered - 11/30/17
Ordered By - MANUEL
Salesman # - 010
Taken By - MIKE

Date Requested - 11/30/17 Date Printed -11/30/17
Cust. Order # - MANUEL ROJAS
Job Name - MERRILL AVE LIFT STATION
Payment Terms - 2% 10TH NET EOM

Original Order	Shipped	On B/O	In Hold	UM	Description/Stock Number	Line No.	Bin Location	Unit Price	Extended Price	Extended Weight	Freight Class	No. of Packages
20	20			EA	18X20 PVC PS-46 GJ PIPE 060311386	1.0	CY05	25.2500	505.00			
20	20			FT	8X20 PVC SDR35 GASKET PIPE 060311100	2.0	CY05	5.3900	107.80			

Total Tax$--> 51.55 Subtotal---> 612.80
State Tax%--> 5.600 State Tax$--> 34.32 Local Tax%--> 2.812 Local Tax$--> 17.23 Order Total--> 664.35

END OF PACKING LIST

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale

Customer Signature: _____

** MATERIAL RECEIVED IN GOOD CONDITION **

Entered 12/19

RECEIVED BY: Public Works Dept DEC 14 2017 City of San Luis

12/14/17

YUMA VALLEY CONTRACTORS, INC.

1334 South 5th Avenue
Yuma, AZ 85364
Ph : (928) 782-1801

Change Request

COPY

To: CITY OF SAN LUIS
PO BOX 3750
SAN LUIS, AZ 85349
Ph: 341-8565

Number: 1
Date: 12/4/17
Job: 08-86-1071 COSL - MERRILL LIFTSTATION
Phone:

Description: Owner requested extra work

Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:

This additional work, tools and labor is requested by the city to facilitate the installation and monitoring of the Liftstation polymer insert. Added message boards, stand by time, over night monitoring of pumps and line plugs.

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
Over Night Monitoring	Labor	36.00	Hrs	$35.41	$1,274.76
Pipe - Sewer Stand by	Labor	40.00	Hrs	$35.41	$1,416.40
Message boards	Material	8.00	ea	$100.00	$800.00
Set up message boards	Labor	2.00	ea	$65.00	$130.00
18" SDR Coupling	Material	1.00	ea	$100.00	$100.00
				Subtotal:	$3,721.16

			Subtotal:	**$3,721.16**
Contractor OH	$3,721.16	10.00%		$372.12
Transaction Tax	$4,093.28	6.96%		$284.69
			Total:	**$4,377.97**

RECEIVED By: Public Works Dept. DEC 14 2017 City of San Luis

If you have any questions, please contact me at .

Submitted by: YUMA VALLEY CONTRACTORS

Approved by:
Date: 12/4/17

INVOICE

24/7 Emergency 800-742-7246
rainforrent.com

Rain For Rent Yuma
2918 East HWY 95
Yuma AZ 85365
United States
928-726-8865

Your sales person	REMIT PAYMENTS TO:
JOSE A BRISENO	RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

COPY

Contract: 1031496
CUSTOMER CITY OF SAN LUIS

CUSTOMER # 127784
NAME CITY OF SAN LUIS
ADDRESS PO BOX 7740
SAN LUIS AZ 85349

PHONE 928-341-8520

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1142988	12/07/2017	Eulogio Vera	01/06/2018
		PLEASE PAY	$5,783.07

SHIPPED TO JOBSITE:
NAME CITY OF SAN LUIS
ADDRESS PO BOX 7740
SAN LUIS AZ 85349
PHONE

NOTES:

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00		PUMP IND 6" DV150i 4045TF TR	611194	Returned	11/29/2017	12/04/2017	6.00	$876.05	$969.89	Y
3.00		HOSE 6"x20' HD TNK TRK GR 100#	722821	Returned	11/29/2017	12/04/2017	6.00	$75.63	$251.19	Y
1.00		ELL 6" 90DEG GRV WLDSTL	720756	Returned	11/29/2017	12/04/2017	6.00	$6.67	$7.38	Y
7.00		CPLR 6" GRV HEAVY WT CAST 77	720766	Returned	11/29/2017	12/04/2017	6.00	$2.13	$16.52	Y
1.00		TEE 6"x6"x3" GRVxMIPT ALUM	721265	Returned	11/29/2017	12/04/2017	6.00	$6.68	$7.39	Y
2.00		ADAPT 6" FLNGxGRV WLDSTL	726306	Returned	11/29/2017	12/04/2017	6.00	$6.67	$14.77	Y
1.00		PIPE 6"x5' GRV AL 83	976905	Returned	11/29/2017	12/04/2017	6.00	$5.54	$6.13	Y
1.00		SPILLGUARD ECONT 12'X16'X1' A	284469	Returned	11/29/2017	12/04/2017	6.00	$97.08	$103.60	Y
1.00	EA	Adapt 6" Grvxpe Pvc	301749		SALES			$26.47	$29.30	Y
1.00	EA	6" Adapter new 6" pvd start gen 2	M240			SERVICES		$142.69	$157.98	Y
1.00	EA	Delivery Hauling	M110			SERVICES		$1,614.50	$1,787.44	Y
1.00	EA	Install Labor	M140			SERVICES		$580.50	$642.69	Y
1.00	EA	Fuel Surcharge	FSC			SERVICES		$149.50	$165.51	Y
1.00	EA	Removal Labor	M141			SERVICES		$451.50	$499.86	Y
1.00	EA	General Labor	M149			SERVICES		$996.00	$1,102.70	Y

DUPLICATE
Original invoice and terms and conditions

Entered 12/19

RECEIVED By:
Public Works Dept.
DEC 14 2017
City of San Luis

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

SIGNATURE Eulogio Vera DATE 12/12/17

ENVIROMENTAL FEE:	$18.71
TOTAL SALES:	$26.47
TOTAL RENTALS:	$1,247.16
TOTAL SERVICES:	$3,934.69
SUBTOTAL:	$5,227.03
TAX:	$556.04
TOTAL:	$5,783.07

PAYMENT TERMS: NET 30

Printed Date: 12/8/2017

INVOICE

24/7 Emergency 800-742-7246
rainforrent.com

Rain For Rent Yuma
2918 East HWY 95
Yuma AZ 85365
United States
928-726-8865

Your sales person	REMIT PAYMENTS TO:
JOSE A BRISENO	RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

Contract: 1031496
CUSTOMER CITY OF SAN LUIS

CUSTOMER # 127784
NAME CITY OF SAN LUIS
ADDRESS PO BOX 7740
SAN LUIS AZ 85349

PHONE 928-341-8520

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1142988	12/07/2017	Eulogio Vera	01/06/2018

PLEASE PAY $5,783.07

SHIPPED TO JOBSITE:

NAME CITY OF SAN LUIS
ADDRESS PO BOX 7740
SAN LUIS AZ 85349
PHONE

NOTES:

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00		PUMP IND 6" DV150i 4045TF TR	611194	Returned	11/29/2017	12/04/2017	6.00	$876.05	$969.89	Y
3.00		HOSE 6"x20' HD TNK TRK GR 100#	722821	Returned	11/29/2017	12/04/2017	6.00	$75.63	$251.19	Y
1.00		ELL 6" 90DEG GRV WLDSTL	720756	Returned	11/29/2017	12/04/2017	6.00	$6.67	$7.38	Y
7.00		CPLR 6" GRV HEAVY WT CAST 77	720766	Returned	11/29/2017	12/04/2017	6.00	$2.13	$16.52	Y
1.00		TEE 6"x6"x3" GRVxMIPT ALUM	721265	Returned	11/29/2017	12/04/2017	6.00	$6.68	$7.39	Y
2.00		ADAPT 6" FLNGxGRV WLDSTL	726306	Returned	11/29/2017	12/04/2017	6.00	$6.67	$14.77	Y
1.00		PIPE 6"x5' GRV AL 83	976905	Returned	11/29/2017	12/04/2017	6.00	$5.54	$6.13	Y
1.00		SPILLGUARD ECONT 12'X16'X1' A	284469	Returned	11/29/2017	12/04/2017	6.00	$97.08	$103.60	Y
1.00	EA	Adapt 6" Grvxpe Pvc	301749			SALES		$26.47	$29.30	Y
1.00	EA	6" Adapter new 6" pvd start gen 2	M240			SERVICES		$142.69	$157.98	Y
1.00	EA	Delivery Hauling	M110			SERVICES		$1,614.50	$1,787.44	Y
1.00	EA	Install Labor	M140			SERVICES		$580.50	$642.69	Y
1.00	EA	Fuel Surcharge	FSC			SERVICES		$149.50	$165.51	Y
1.00	EA	Removal Labor	M141			SERVICES		$451.50	$499.86	Y
1.00	EA	General Labor	M149			SERVICES		$996.00	$1,102.70	Y

DUPLICATE
original invoice terms and conditions apply

RECEIVED BY: Public Works Dept. DEC 14 2017 City of San Luis

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT. PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50% CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

SIGNATURE Gilberto Tovar DATE 12/08/17

OK to pay!

ENVIROMENTAL FEE:	$18.71
TOTAL SALES:	$26.47
TOTAL RENTALS:	$1,247.16
TOTAL SERVICES:	$3,934.69
SUBTOTAL:	$5,227.03
TAX:	$556.04
TOTAL:	$5,783.07

PAYMENT TERMS: NET 30

Printed Date: 12/8/2017

CONTROL NUMBER R 132986

RENTAL RETURN NUMBER

BILL TO City of San Luis

RENTAL LOCATION Merril 1510 N
San Luis AZ

RENTAL CONTRACT NUMBER

Customer Number	Rental/Sale	Sales Tax Y/N	Action Code	Quote Number	Company	Branch	Location	In/Out City	County	Territory

Order Date/Time	From Date:	To Date:	Release Date	Price Code	Written By	Ship Date/Time
11/29/17					Marco Pacheco	

Customer P O Number	Ordered By	Salesman 1	%	Salesman 2	%	Terms	Freight	Method of Shipment	Carrier

PART NUMBER	QUANTITY ORDERED	U/M	PRODUCT DESCRIPTION	LIQUID OR METER READING	R/S	N/U	QUANTITY BACK ORDERED	QUANTITY SHIPPED	UNIT PRICE	DISC.	EXTENSION
301749	1		6" Vic Coupler S-80		S		Sale	1			
611194	1		DV 150 Dump hus	4221	R			1			
722921	3		6"x20" Hook Tang		R			3			
720756	2		6" 90° St Gal		R			1			
721174	1		6" 90° St Cad		R			0			
720766	10		6" Vic Clam Heavy		R			7			
729142	1		6" tee, Al Vic 6x3 w/ drain vent		R			1	Part # 72126		
	1		6" Adapter New 6" PVC starter Gen 2		S		Sale	1			
726306	2		6" flanx Vic Gal St		R			2			
976910	1		6"x18" Pipe Al Vic		R			1			
976905	1		6"x5" Pipe Al Vic		R			1			
284469	1	Ea	12"x12"x1 Spl Guard		R			1			

RECEIVED BY: Public Works Dept. DEC 14 2017 City of San Luis

TERMS AND CONDITIONS:

"This sale/rental is subject to the terms and conditions stated above and on the reverse side, and customer acknowledges that he has read the terms and conditions on both sides of this form and agrees to be bound thereby."

Marco Pacheco 11-29-17
DRIVERS SIGNATURE DATE

RECEIVED BY DATE

FORM NO. Con-B (REV. 2/06)

CUSTOMER COPY

CREW TICKET

85565

Date: 12-4-17 S (M) T W Th F Sat Branch No. 1057

Project Name: Bay pas Sewer	Location: Merril 1510 N
Customer / Client: City San Luis AZ	Acting Crew Leader: Marcos Pacheo
Customer PO or Contract #	RfR Contract # 1031496

On Site Time

Start Time: 1:20 (am or (pm))

End Time: 4:20 (am or (pm))

Weather: Ok

Temperature: 85°

Work Performed Today Removal Pump DVI 150 and parts

Crew Time

Crew Member Name	Job Role	CREW MEMBER HOURS PER SERVICE CODE						
		Drive to /Delivery	Install	Removal	Drive Back / Pickup	Services	Stand-By	Total
Marcos Pacheo	Driver	.75	.50	1.50	.75			3.50
Carlos Gomez	Removal	.75	.50	1.50	.75			3.50
			↑					
		limpia el Espilguard						

Service Crew Equipment	No.	Hours
F-550 w/pump	1287	

Deliveries Reference Documents (Delivery Ticket / RO)		

Changes / Materials Purchased

I have verified that the information on this form is true and accurate to the best of my knowledge.

Customer / Client Miguel Gonzalez (Print Name)

Customer Signature (Sign)

RfR Rep Initials: MPV

Rfr Form: CF-6085

CREW TICKET

85563

Date: 11-30-17 S M T W (Th) F Sat

Branch No. 1057

Project Name: Whater transfer	Location: Merril 1510 N.
Customer / Client: City San Luis AZ	Acting Crew Leader: Malcor Pacheo
Customer PO or Contract #	RfR Contract # 1031496

On Site Time

Start Time: 6:00 (am) or pm

End Time: 6:00 (am) or pm

Weather: Ok

Temperature: 70°

Work Performed Today Revisar Pump DV150 por la noche

Crew Time

Crew Member Name	Job Role	CREW MEMBER HOURS PER SERVICE CODE						
		Drive to /Delivery	Install	Removal	Drive Back / Pickup	Services	Stand-By	Total
Malcor Pacheo						12		12 hrs

Service Crew Equipment	No.	Hours
F 550	1287	

Deliveries Reference Documents (Delivery Ticket / RO)		

Changes / Materials Purchased

I have verified that the information on this form is true and accurate to the best of my knowledge.

Customer / Client Raymundo Arguiano (Print Name)

Customer Signature (Sign)

RfR Rep Initials: MPV

Rfr Form: CF-6085

15256

Rain for Rent

11-30-17 **Construction Change Directive - Field Form**

Request Date: ~~12-X-17~~
Time: 10:00 Am

RFR Field Personnel: Mario Pacheco
Requested By: _____

Project Name: City San luis AZ Bayas
Contract #: 1031496
CCD#: _____

Description Of Construction Change:

Revisar Pump DV 150 i por la noche
Pump DV 150 1

Star: 6:00 pm
Stop 6:00 Am

This is not an official change order, only a field directive verifying a construction change by Owner.

Both parties must sign this document to validate the transaction.

Rain for Rent will not perform any work without a signed directive.

Customer Authorizes Rain for Rent to proceed with this Construction Change Directive and permits Rain for Rent to be compensated for work performed as a result of this Construction Change Directive.

In addition a Change Order request will be provided by Rain for Rent and sent to Customer/Contractor with estimate of work for review and payment approval.

Customer / Client Approval

City of san luis _____ (Company Name)
Raimundo Aguilar _____ (Print Name)
Raimundo Ag _____ (Sign)

Rain for Rent Approval

Mario Pacheco _____ (Print Name)
Mario Pache _____ (Sign)

#CF-609 (3/11)

Rental Returns

CONTROL NUMBER R 132989

RENTAL RETURN NUMBER

BILL TO City San Luis AZ

RAIN FOR RENT®

RENTAL LOCATION Merril 1510 N San Luis AZ

RENTAL CONTRACT NUMBER

Customer Number	Rental/Sale	Sales Tax Y/N	Action Code	Quote Number	Company	Branch	Location	In/Out City	County	Territory
					10	57				

Order Date/Time	From Date:	To Date:	Release Date	Price Code	Written By	Ship Date/Time
12-4-17					Marcos Pacheco	

Customer P O Number	Ordered By	Salesman 1	%	Salesman 2	%	Terms	Freight	Method of Shipment	Carrier
	Jessy CH								

PART NUMBER	QUANTITY ORDERED	U/M	PRODUCT DESCRIPTION	LIQUID OR METER READING	R/S	N/U	QUANTITY BACK ORDERED	QUANTITY SHIPPED	UNIT PRICE	DISC.	EXTENSION
611194	1		DV 1 Pump hrs 4330		R			1			
722821	3		6'X20' Hoop tanks		R			3			
720756	1		6" 90° st Gal		R			1			
720766	7		6" Vic Clams Heavy		R			7			
721265	1		6" tee nl vic w/ Air vac 3"		R			1			
726306	2		6" Flanch X Vic Gal st		R			2			
871905	1		6"X5' Al Pipe Vic		R			1			
284469	1		12'X16'X1' Spill Guard		R			1			
					1						

TERMS AND CONDITIONS:

"This sale/rental is subject to the terms and conditions stated above and on the reverse side, and customer acknowledges that he has read the terms and conditions on both sides of this form and agrees to be bound thereby."

Marcos Pacheco 12-4-17

DRIVERS SIGNATURE DATE

RECEIVED BY DATE

FORM NO. Con-B (REV. 2/06)

CUSTOMER COPY

CREW TICKET

85561

Date: 11-29-17 S M T (W) Th F Sat Branch No. 107

Project Name: Water Transfer	Location: San Luis Merril 1510 N.
Customer / Client: City San Luis AZ	Acting Crew Leader: Marco Pacheco
Customer PO or Contract #	RfR Contract # 1031496

On Site Time

Start Time: 11:50 (am) or pm

End Time: 3:30 (am or pm)

Weather: Ok

Temperature: 80°

Work Performed Today

Install pump DV 150 i and parts

Crew Time

Crew Member Name	Job Role	CREW MEMBER HOURS PER SERVICE CODE						
		Drive to /Delivery	Install	Removal	Drive Back / Pickup	Services	Stand-By	Total
Marco Pacheco	Crew leader	.75	3.75		.75			4.25
Brian Ros	Install	.75	3.75		.75			4.25
Jesse CH	Install	.75			.75			1.50

Service Crew Equipment	No.	Hours
F 550	1287	
F550	1370	

Deliveries Reference Documents (Delivery Ticket / RO)		

Changes / Materials Purchased

I have verified that the information on this form is true and accurate to the best of my knowledge.

Customer / Client Miguel Gonzalez (Print Name)

Customer Signature (Sign)

RfR Rep Initials: MPY

Rfr Form: CF-6085

CREW TICKET

85562

Date: 11-30-17 S M T W Th F Sat Branch No. 1057

Project Name: City San luis AZ	Location: merril 1510 N.
Customer / Client: San luis Sity	Acting Crew Leader: Marcos Paelo
Customer PO or Contract #	RfR Contract # 1031496

On Site Time

Start Time: 6:30 (am or pm) Weather: ok

End Time: 9:45 (am or pm) Temperature: 75°

Work Performed Today Replace 6" TEE AT formal fention

Crew Time

Crew Member Name	Job Role	CREW MEMBER HOURS PER SERVICE CODE						
		Drive to /Delivery	Install	Removal	Drive Back / Pickup	Services	Stand-By	Total
Marcos Paelo	Crew leader	.75	1.75		.75			3.25
Efrain Rios	Install	.75	1.75		.75			3.25
Martin Paelo	~~Install~~ Driver	.75			.75			1.50

Service Crew Equipment	No.	Hours
F 550	1287	
F 550	1297	

Deliveries Reference Documents (Delivery Ticket / RO)		

Changes / Materials Purchased

I have verified that the information on this form is true and accurate to the best of my knowledge.

Customer / Client Miguel Gonzalez (Print Name)

Customer Signature (Sign)

RfR Rep Initials: MP

Rfr Form: CF-6085

Transfer of System Operation

11/29/2017	Time:1500
Weather / Temperature: Fair	

S M T W Th F S

Project Name: City of San Luis Emergency Bypass	Location:San 1510 N Merrill Ave San Luis
Customer / Client:	Manager: Luis Gonzalez
Contract #: 1031496	Rain for Rent Rep: Joey Briseno

System Details

Hydrotest Passed? Yes	Start Time: 1400
	End Time: 1420
PSI Achieved: 40 psi	
Pressure Source: DV150 Pump	

Design Flows: 500-100 gpm
Actual Flows: 750 gpm
Ideal System RPM:1400 rpm
Max. Suction Lift: 18 ft.

System Performace Acknowledgement / Understanding

	Both Party Initials	
The system installed meets all contractual expectations and design flows to date and has been tested to ensure that flow rates and performance meet customer requirements	JB	GT
The system may shut down due to (but not limited to) excessive debris, stuck rags/mops/rope, lack of fuel, excessive flows, exceeded suction lift, etc	JB	G.T
It is the duty of _____City of San Luis_____ to ensure the functionality of the system if such things cause the disruption of system performance; this process may involve removal of pump parts to remove debris/obstructions	JB	G.T
Rain for Rent has recommended that at least _1__ men, trained on this system, be on site at all times w/ backup lifting equipment/tools necessary to ensure timely restoration of a down system	JB	G.T
Contact with sewage or non-potable water sources poses a health hazard; proper PPE and immunizations are necessary to prevent illnesses to those working on this system	JB	G.T
Your Rain for Rent contact person is _____ Joey Briseno and can be reached at _____ 765546727	JB	G.T
If Rain for Rent responds to system issues that are not the fault of Rain for Rent, you will be billed on a T&M basis with a minimum 4 hour call out time	JB	G.T
Increasing the system RPM's will not always increase flow rates; Use recommended settings. If flows exceed system design, customer is responsible for resulting issues that will occur	JB	G.T
Spills not caused by Rain for Rent will be the responsibility of the customer to mitigate	JB	G.T

I have verified that the information on this form is true and accurate to the best of my knowledge.
I agree that this system has been properly transferred to the above named customer.

Customer / Client Approval

GILBERTO TORRES **(Print Name)**

Gilberto Torres **(Sign)**

Rain for Rent Approval

Joey Briseno **(Print Name)**

Joey Briseno **(Sign)**

INVOICE

COPY

BORREGO BROTHERS INC
276 S ORANGE AVE
YUMA, ARIZONA 85364
(928) 615-7254
LUISPRECIADO12@HOTMAIL.COM
CINTHIASAUCEDA@GMAIL.COM

INVOICE#
DATE 12/27/2017

CITY OF SAN LUIS
101 W JUAN SANCHEZ
BLVD SAN LUIS AZ 85349

OFFICE REP	JOB	DATE	PAYMNENT DUE
CINTHIASAUCEDA		12/27/2017	$1715.30

WORK DESCRIPTION :

FABRICATE PIPE BRACKETS
PREP REQUIRED MATERIAL
MAKE FLANGE GASKETS
MACHINE FLANGES - MODIFY TO FIT
LABOR AND MACHINING COST
$1,440.00
MATERIAL COST
$275.30 TAX INCLUDED

TOTAL AMOUNT DUE $1,715.30

RECEIVED BY: Public Works Dept. JAN 10 2018 City of San Luis

Gilberto Torres
12/28/17

REQUISITION

GENERAL INSTRUCTIONS: Complete requisition & submit with all necessary attachments to PW Administrative Office.

DATE: Jan 10, 2018

CITY OF SAN LUIS
Department of Public Works

REQUESTER: Gilberto Torres

DIVISION: Wastewater

VENDOR NAME: BORREGO BROTHERS INC
ADDRESS: 276 S ORANGE AVE **CITY/STATE/ZIP:** YUMA, ARIZONA 85364

Entered 1/11

REASON FOR PURCHASE:
Due an emergency Merrill wet well rehabilitation labor and materials used for this job On 12/02/17.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1		LABOR AND MACHINING COST	$1,440.00	$1,440.00
		ON SITE JOB DONE		
		-FABRICATE PIPE BRACKETS		
		-PREP REQUIRED MATERIAL		
		-MAKE FLANGE GASKETS		
		-MACHINE FLANGES-MODIFY TO FIT		
		MATERIAL COST	$275.30	$275.30

RECEIVED BY: Public Works Dept. JAN 10 2018 City of San Luis

ACCOUNT: 70025 **ACCOUNT:**
ACCOUNT: **ACCOUNT:**

SUBTOTAL	
MISC. FEE	
FREIGHT/S&H	
TAX	INCLUDED
TOTAL	$1,715.30

OFFICE USE ONLY
APPROVALS
Departmental:
Date: 1/10/18

SUPERVISOR SIGNATURE: Gilberto Torres



DEL SOL - ACE
656 SAN LUIS PLAZA DRIVE
PHONE: (928) 627-9404

****
Receipt Required for
Refund, Credit or Exchange Within
30 Days of Purchase
****

Store Manager: MARCELA PAZOS
THANK YOU FOR SHOPPING

Purchase $ 7.04

VISA #SXXXXXXXXXXXX8880
Auth # 086235 Exp Date **/**
Lane # 09 Cashier # 275
11/29/17 12:05 Ref/Seg # 098733
Mrch=623107 Term=001 IC=CC
EPS Sequence # 098733

CLAMP 2-5/16 TO		
5 @	$0.96 EA	$4.80 12
CLAMP 1-9/16"T02		
2 @	$0.78 EA	$1.56 12
SUB TOTAL		$6.36
TOTAL TAX		$0.68
TOTAL		$7.04
7 BALANCE DUE		$7.04
VISA		$7.04
Auth Code = 086235		
CHANGE		$0.00

CASHIER NAME: ZURISADAY RODRIGUEZ
C0275 #1642 12:05:29 29NOV2017
S00001 R009

FAVOR DE PRESENTAR SU RECIBO PARA CUALQUIRE ACLARACION,CAMBIO O DEVOLUCION "PRODUCTOS EN CLEARANCE O CORTADOS A LA MEDIDA DEL CLIENTE NO TIENEN CAMBIO NI DEVOLUCION"
APROVECHE NUESTRAS ESPECIALES INTERNAS

****
GRACIAS POR SU PREFERENCIA
NOW HIRING ON DEPARTMENTS
GROCERY - MEAT - TORTILLERIA

GILBERTO TORRES

RECEIVED BY:
Public Works Dept.
DEC 14 2017
City of San Luis

HARBOR FREIGHT TOOLS
Quality Tools at Ridiculously Low Prices

YUMA AZ #00042
101 W. 16TH STREET STE B
YUMA, AZ 85364
Telephone: (928) 782-4720

SALE

63323 1/2 HP CAST IRON SEWAGE P	$114.99

If open return by calling 844-416-9141.

Subtotal	$114.99
Sales Tax 8.4120%	$9.67
Total	**$124.66**
Visa	$124.66

Card No. XXXXXXXXXXXX3482
Expiration Date XX/XX
Auth. No. 037194
Swiped
Signature Verified

Please Retain for Your Records

Store: 00042 Reg: 02 Tran: 458644
Date: 11/30/2017 1:49:41 PM Assoc: XXXXXX
Ticket: 02458644

Item(s) Sold: 1
Item(s) Returned: 0

SUMMER served you today.
Thank you for shopping at
YUMA AZ #00042

Proof of Purchase Required for Returns/ Exchanges Within 90 Days of Purchase.

****

GET MORE COUPONS
Text TOOLS1 to 222377
for Coupons and Sale Alerts

Up to 4 coupon messages per month via auto dialer, message and data rates may apply, consent not required for purchases, text TEXTSTOP to cancel.

Gilberto Torres 11/30/17

Or signup at
www.harborfreight.com

00004202458644113017



DEL SOL - ACE
656 SAN LUIS PLAZA DRIVE
PHONE: (928) 627-9404

***** **********
Receipt Required for
Refund, Credit or Exchange Within
30 Days of Purchase
****
Store Manager: MARCELA PAZOS
THANK YOU FOR SHOPPING

Purchase $ 14.74

VISA #SXXXXXXXXXXX8880
Auth # 077968 Exp Date **/**
Lane # 09 Cashier # 421
12/01/17 16:20 Ref/Seq # 098964
Mrch=623107 Term=001 IC=CC
EPS Sequence # 098964

TORNILLERIA		
6 @	$1.20 EA	$7.20 12
TORNILLERIA		
6 @	$0.43 EA	$2.58 12
TORNILLERIA		
6 @	$0.59 EA	$3.54 12

SUB TOTAL	$13.32
TOTAL TAX	$1.42
TOTAL	$14.74

18 BALANCE DUE	$14.74
VISA	$14.74
Auth Code = 077968	
CHANGE	$0.00

cc # 350

CASHIER NAME: ALBA SMITH
C0421 #2208 16:21:14 1DEC2017
S00001 R00001

RECEIVED BY
Public Utilities Commission
DEC 20 2017

FAVOR DE PRESENTAR SU RECIBO PARA
CUALQUIRE ACLARACION,CAMBIO O DEVOLUCION
"PRODUCTOS EN CLEARANCE O CORTADOS A LA
MEDIDA DEL CLIENTE NO TIENEN CAMBIO NI
DEVOLUCION"
APROVECHE NUESTRAS ESPECIALES INTERNAS
****
GRACIAS POR SU PREFERENCIA
NOW HIRING ON DEPARTMENTS
GROCERY - MEAT - TORTILLERIA

From - YUMA WINLECTRIC CO
929 E 21ST STREET
PO BOX 489
YUMA, AZ 85366

To Reorder Dial: 928-782-9258
Fax: 928-782-4948

Sold To - TOWN OF SAN LUIS
ACCOUNTS PAYABLE
PO BOX 7740
SAN LUIS, AZ 85349-6816
928-341-8520

Ship To -



* * * * * * *
PACKING LIST
* * * * * * *
COUNT4

Date - 12/01/17
Page - 1
Time - 8.40.59
Customer No.- 1043

Order No. - 515696-00
Check # ************6602

CASH REFUNDS OVER $50.00 WILL REQUIRE 4-5 WORKING DAYS

Date Shipped - 12/01/17
Filled By - AA
Ship Via -
Freight - .00

Date Ordered - 12/01/17
Ordered By - ANDREI
Salesman # - 060
Taken By - AA

Date Requested - 12/01/17 Date Printed -12/01/17
Cust. Order # - P-CARD
Job Name - MERRILL LIFT STATION
Payment Terms - 2% 10TH NET 25TH PROX

Original Order	Shipped	On B/O	In Hold	UM	Description/Stock Number	Line No.	Bin Location	Unit Price	Extended Price	Extended Weight	Freight Class	No. of Packages
10	10			EA	1-IN-GALV-STEEL RIGID COND 98001000103	1.0		2.8200	28.20	16.100		
1	1			EA	EYS31 1-IN MALL COND SEAL 78138162102	2.0		30.6500	30.65			
1	1			EA	N-1001200 1X12 RGD COND NPL 78429762074	3.0		3.6900	3.69			
1	1			EA	2 X 1 1/2 PVC REDUCER 00046306222	5.0		21.3700	21.37			
2	2			EA	9144 1-IN PVC END BELL 05016909144	8.0		1.7000	3.40			
1	1			EA	7210502 PVC GRAY PINT CEMENT 08870001226	11.0		8.7900	8.79			
20	20			EA	1-1/2-PVC-SCHED-40-10FT CONDUI 98006006005	12.0	OUTSIDE	.9600	19.20	10.740		
10	10			EA	1-IN-PVC-SCHED-40-10FT CONDUIT 98006006003	13.0	OUTSIDE	.7100	7.10	3.330		
1	1			EA	1700C-GREEN-3/4X66FT ELEC TAPE 05400750651	16.0		2.3200	2.32			
1	1			EA	1700C-BROWN-3/4X66FT ELEC TAPE 05400750649	17.0		2.3200	2.32			
1	1			EA	1700C-YELLOW-3/4X66FT ELEC TAP 05400750654	18.0		2.1600	2.16			
1	1			EA	1700C-ORANGE-3/4X66FT ELEC TAP 05400750652	19.0		2.3200	2.32			
2	2			EA	1700-3/4X60FT VNL TAPE 05400769764	20.0		.9800	1.96			
1	1			EA	44-103 1-45 WIRE MARKER BOOK 78325044103	21.0	AA	20.4300	20.43			
1	1			EA	44-102 ASST WIRE MARKER BOOK 78325044102	22.0	AA	20.4300	20.43			

Customer Signature: Andrei Gonzalez

** MATERIAL RECEIVED IN GOOD CONDITION **

Due an emergency Merrill lift station
wet well Rehabilitation.
Millcutt Town Supervisor

From - YUMA WINLECTRIC CO
929 E 21ST STREET
PO BOX 489
YUMA, AZ 85366

To Reorder Dial: 928-782-9258
Fax: 928-782-4948

Sold To - TOWN OF SAN LUIS
ACCOUNTS PAYABLE
PO BOX 7740
SAN LUIS, AZ 85349-6816
928-341-8520

Ship To -

* * * * * * *
PACKING LIST
* * * * * * *
COUNT4

Date - 12/01/17
Page - 2
Time - 8.40.59
Customer No.- 1043

Order No. - 515696-00
Check # ************6602

CASH REFUNDS OVER $50.00 WILL REQUIRE 4-5 WORKING DAYS

Date Shipped - 12/01/17
Filled By - AA
Ship Via -
Freight - .00

Date Ordered - 12/01/17
Ordered By - ANDREI
Salesman # - 060
Taken By - AA

Date Requested - 12/01/17 Date Printed -12/01/17
Cust. Order # - P-CARD
Job Name - MERRILL LIFT STATION
Payment Terms - 2% 10TH NET 25TH PROX

Original Order	Shipped	On B/O	In Hold	UM	Description/Stock Number	Line No.	Bin Location	Unit Price	Extended Price	Extended Weight	Freight Class	No. of Packages
2	2			EA	403 1-IN STEEL LOCKNUT 01899700403	14.0	CDB2	.2700	.54			_____
2	2			EA	442 1-IN PLSTC INS BUSHING 01899700442	15.0	CDB2	.2000	.40			_____
2	2			EA	1-1/2-PVC-END-BELL 98006006145	9.0	DCE4	1.8500	3.70			_____
1	1			EA	2-IN-90D-SCH-40-COND-ELL 98006006046	4.0	DCH8	2.3300	2.33			_____
3	3			EA	1-IN-PVC-COND-CPLG 98006006103	6.0	DCP2	.2500	.75			_____
3	3			EA	1-1/2-PVC-COND-CPLG 98006006105	7.0	DCP2	.4500	1.35			_____
1	1			EA	1-IN-PVC-FEMALE-ADPT 98006006243	10.0	DCP4	.4100	.41			_____

Total Weight--> 30.170

Total Tax$--> 15.46
State Tax%--> 5.600 State Tax$--> 10.29 Local Tax%--> 2.812 Local Tax$--> 5.17

Subtotal---> 183.82
Order Total--> 199.28
Cash $ Paid--> 199.28
Cash Difference--> .00

END OF PACKING LIST

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winsupplyinc.com/tcsale

Customer Signature: _____

** MATERIAL RECEIVED IN GOOD CONDITION **

===== TRANSACTION RECORD ==========
CARD TYPE: VI
CARD NUMBER: ************6602
EXP DATE: **/**
REFERENCE #: W00014732719 S
AUTH #: 010449 $ 199.28
SIGNATURE:

_____



DEL SOL - ACE
656 SAN LUIS PLAZA DRIVE
PHONE: (928) 627-9404
****
Receipt Required for
Refund, Credit or Exchange Within
30 Days of Purchase
****
Store Manager: MARCELA PAZOS
THANK YOU FOR SHOPPING

Purchase $ 11.09

VISA #SXXXXXXXXXXXX0405
Auth # 055881 Exp Date **/**
Lane # 09 Cashier # 421
12/01/17 15:39 Ref/Seq # 098957
Mrch=623107 Term=001 IC=CC
EPS Sequence # 098957

TORNILLERIA		
2 @	$3.29 EA	$6.58 12
TORNILLERIA		
8 @	$0.43 EA	$3.44 12
SUB TOTAL		$10.02
TOTAL TAX		$1.07
TOTAL		$11.09
10 BALANCE DUE		$11.09
VISA		$11.09
Auth Code = 055881		
CHANGE		$0.00

CASHIER NAME: ALBA SMITH
C0421 #2200 15:39:27 1DEC2017
S00001 R009

RECEIVED BY:
Public Works Department
DEC 1 2017
San Luis, Arizona

FAVOR DE PRESENTAR ESTE RECIBO PARA CUALQUIRE ACLARACION,CAMBIO O DEVOLUCION
"PRODUCTOS EN CLEARANCE O CORTADOS A LA MEDIDA DEL CLIENTE NO TIENEN CAMBIO NI DEVOLUCION"
APROVECHE NUESTRAS ESPECIALES INTERNAS
****
GRACIAS POR SU PREFERENCIA
NOW HIRING ON DEPARTMENTS
GROCERY - MEAT - TORTILLERIA

LOWE'S HOME CENTERS, LLC
115 WEST 32ND STREET
YUMA, AZ 85364 (928) 317-0119

- SALE -

SALES#: S1082PS1 935905 TRANS#: 85232284 12-02-17

10391 60-LB MORTAR MIX		12.87
	3 @ 4.29	
50951 94 LB PORTLAND CEMENT		21.00
	2 @ 10.50	
10437 50-LB FAST-SETTING CONCRE		32.40
	6 @ 5.40	
SUBTOTAL:		66.27
TAX:		5.57
INVOICE 25413 TOTAL:		71.84
VISA:		71.84

VISA:XXXXXXXXXXX3482 AMOUNT:71.84 AUTHCD:078399
SWIPED REFID:108225087957 12/02/17 09:31:06

STORE: 1082 TERMINAL: 25 12/02/17 09:31:53

OF ITEMS PURCHASED: 11

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: PETER REED

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

RECEIVED BY:
Public Works Dept.
DEC 14 2017
Yuma, Arizona

***



DEL SOL - ACE
656 SAN LUIS PLAZA DRIVE
PHONE: (928) 627-9404

****
Receipt Required for
Refund, Credit or Exchange Within
30 Days of Purchase
****

Store Manager: MARCELA PAZOS
THANK YOU FOR SHOPPING

Purchase $ 16.55

VISA #SXXXXXXXXXXX2925
Auth # 066460 Exp Date **/**
Lane # 09 Cashier # 247
12/02/17 14:54 Ref/Seq # 099035
Mrch=623107 Term=001 IC=CC
EPS Sequence # 099035

CONCRETE MIX BAS
5 @ $2.99 EA $14.95 12

SUB TOTAL $14.95
TOTAL TAX $1.60
TOTAL $16.55

5 BALANCE DUE $16.55
VISA $16.55
Auth Code = 066460

CHANGE $0.00

CASHIER NAME: ANA LOPEZ
C0247 #2435 14:54:43 2DEC2017
R009

RECEIVED BY AUDITOR
DEC 14 2017
Yuma, AZ

FAVOR DE PRESENTAR SU RECIBO PARA CUALQUIRE ACLARACION, CAMBIO O DEVOLUCION
"PRODUCTOS EN CLEARANCE O CORTADOS A LA MEDIDA DEL CLIENTE NO TIENEN CAMBIO NI DEVOLUCION"
APROVECHE NUESTRAS ESPECIALES INTERNAS
****

GRACIAS POR SU PREFERENCIA
NOW HIRING ON DEPARTMENTS
GROCERY - MEAT - TORTILLERIA



DEL SOL - ACE
656 SAN LUIS PLAZA DRIVE
PHONE: (928) 627-9404

****
Receipt Required for
Refund, Credit or Exchange Within
30 Days of Purchase
****

Store Manager: MARCELA PAZOS
THANK YOU FOR SHOPPING

Purchase $ 6.22

VISA #SXXXXXXXXXXX8880
Auth # 047534 Exp Date **/**
Lane # 09 Cashier # 247
12/03/17 12:49 Ref/Seq # 099152
Mrch=623107 Term=001 IC=CC
EPS Sequence # 099152

WIRE BRUSH 10" S	$3.37 12
TORNILLERIA	
5 @ $0.45 EA	$2.25 12
SUB TOTAL	$5.62
TOTAL TAX	$0.60
TOTAL	$6.22

6 BALANCE DUE	$6.22
VISA	$6.22
Auth Code = 047534	
CHANGE	$0.00

CASHIER NAME: ANA LOPEZ
C0247 #2706 12:49:53 3DEC2017
S00001 R009

RECEIVED BY
Public Works Dept.
DEC 04 2017
City of San Luis

FAVOR DE PRESENTAR SU RECIBO PARA
CUALQUIRE ACLARACION,CAMBIO O DEVOLUCION
"PRODUCTOS EN CLEARANCE O CORTADOS A LA
MEDIDA DEL CLIENTE NO TIENEN CAMBIO NI
DEVOLUCION"
APROVECHE NUESTRAS ESPECIALES INTERNAS
****
GRACIAS POR SU PREFERENCIA
NOW HIRING ON DEPARTMENTS
GROCERY - MEAT - TORTILLERIA

Gilberto R. Torres

Bill

From: Alberto Lopez
Sent: Monday, December 4, 2017 1:45 PM
To: Gilberto R. Torres
Cc: Gilberto R. Torres; Eulogio Vera; Manuel Rojas
Subject: Fwd: Receipt from BLT READY MIX CONCRETE



Sent from my iPhone

Begin forwarded message:

From: BLT READY MIX CONCRETE <noreply@gge4mailer.com>
Date: December 4, 2017 at 1:35:57 PM MST
To: <ALOPEZ@CITYOFSANLUIS.ORG>
Subject: Receipt from BLT READY MIX CONCRETE
Reply-To: BLT READY MIX CONCRETE <CRISTY@BLTCOMPANIES.COM>

CONCRETE RECEIPT

Receipt follows:

========== TRANSACTION RECORD ==========
BLT READY MIX CONCRETE
3515 E GILA RIDGE ROAD
YUMA, AZ 85365
United States

Merrill 25 Project

P- card
Alberto Lopez

TYPE: Purchase

ACCT: Visa $ 290.07 USD

CARDHOLDER NAME : ALBERTO LOPEZ
CARD NUMBER : ############9079
DATE/TIME : 04 Dec 17 13:35:27
REFERENCE # : 001 0885355 M
AUTHOR. # : 065058
TRANS. REF. : ORDER # 601

Approved - Thank You 100

Please retain this copy for your records.

Cardholder will pay above amount to

BLT COMPANIES
Building Lasting Traditions

Ready Mix Concrete • Crane & Rigging
Concrete Pumping • Asphalt
Transporting • Materials

3515 East Gila Ridge Road, Yuma, Arizona 85365
P: (928) 726-0435 F: (928) 726-0509 E: info@bltcompanies.com

We allow 6 minutes per cubic yard unloading time free; any additional time will be billed at our normal rate. All deliveries are subject to sellers normal terms and conditions for delivery and credit at time of delivery. Drivers are not permitted to add water to the mix. Water added to this concrete will reduce its strength. Any water added is at customer's risk. Stand-by on dump trucks for asphalt or other materials will be charged at $45.00 per hour past the first 15 minutes once on the job. Minimum load fees may apply to deliveries less than 4 cubic yards of concrete or 18 tons of asphalt.

TICKET NO.	Plant Location
616400	SOUTH COUNTY PLT 6

Water requested by_____ Water added on job_____ Gals.

Customer Name	Customer Number	Job Number	Delivery Date
San Luis, City of	100410	S/W	12/05/17
Job Name / Subdivision		**Customer P.O. Number**	**Order No.**
S/W 2017		ALBERTO	601
Delivery Location		**Lot No.**	**Map Page**
1510 N MERRILL AVE			

Delivery Instructions
CO 23RD ST W TO MERRILL AVE N

Due On Job	Slump	Pour Type	Total Quantity Shipped	Total Quantity Ordered	Load Count
2:00	6.00	FILL	4.00	4.00	1
Truck number	**Driver's Name**		**Gross LBS**	**Tare LBS**	**Net LBS**
0320	TIM WALL				

QUANTITY	U.O.M.	PRODUCT CODE	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
4	yd	139002	2 Sack Sand Slur		

P-Card Alberto Lopez
Merrill Rehabilitation job
old wetwell concrete job finished.

Gilberto Torres
12/05/17

RECEIVED By: Public Works Dept. DEC 14 2017 City of San Luis

Arrived at Plant	TOTAL AMOUNT FOR THIS TICKET NOT INCLUDING STANDBY CHARGES						
Batch Time	**Depart Plant**	**Arrive Job**	**Start Unload**	**Finish Unload**	**Depart Job**	**Return to Plant**	**Tax**
08:24AM	0834	0854					

CAUTION: FRESHLY MIXED CEMENT, MORTAR, CONCRETE OR GROUT WILL CAUSE SKIN INJURY. AVOID CONTACT WITH EYES WHERE POSSIBLE AND WASH EXPOSED SKIN AREAS PROMPTLY WITH WATER. IF ANY CEMENT MIXTURES GET INTO EYES, RINSE IMMEDIATELY WITH WATER AND GET PROMPT MEDICAL ATTENTION.

WARNING: FRESH CONCRETE OR HOT ASPHALT CAN CAUSE SEVERE, LIFETIME THIRD-DEGREE BURNS. PROTECT SKIN FROM EXPOSURE BY USE OF WATERPROOF & HEATPROOF CLOTHING.

Total COD Order Amount To Collect Without Standby Charges

Cash Received

Customer / Driver Comment Area

***

Dispatcher / Scalemaster

NOTICE: Our drivers will make every effort to place materials where the customer designates, but the company assumes no responsibility for damages inside curb or property line. Customer agrees to the terms of sale and delivery and accepts concrete as is. Due to factors beyond our control such as wind or other acts of God, this Company and its entities are not responsible for the finished results of concrete, asphalt or materials after delivery. BLT and its entities are strictly material suppliers, responsible for concrete strength, yield, slumps and timely delivery and therefore, not responsible for subgrade, compaction and moisture, which can result in cracking or yield problems. No credit will be given for such unused concrete, asphalt or materials.

Control # 1547336

Drivers are prohibited from delivering concrete except under the truck's own power, and where site conditions permit the safe and proper operation of the equipment. Drivers are not permitted to go beyond the curb line, except upon the authorization of the customer and his acceptance of risk for any loss or damage to the property or our equipment. This includes wrecker or towing charges for getting out of the location.

Delivery / Terms Accepted By:

Customer's Printed Name _____

Customer's Representative X Leo Valdez

TESTED	SLUMP TEST	TESTING LAB	SAMPLED FROM
☐ YES ☐ NO	☐ YES ☐ NO	_____	☐ FULL LOAD ☐ ¾ LOAD ☐ ½ LOAD ☐ OTHER _____

INVOICING COPY

TYPE: Purchase

ACCT: Visa $145.03 USD



CARDHOLDER NAME : CARLOS GONZALES
CARD NUMBER : ############2158
DATE/TIME : 05 Dec 17 09:34:54
REFERENCE # : 001 0986912 M
AUTHOR. # : 051325
TRANS. REF. : 601 12517

Approved - Thank You 100

Please retain this copy for your records.

Cardholder will pay above amount to card issuer pursuant to cardholder agreement.

12/11/17

For Sewer plant (waste Water) Merrill 25 Project

--
INEZ GUTIERREZ

--
INEZ GUTIERREZ

BLT COMPANIES
Building Lasting Traditions

Ready Mix Concrete • Crane & Rigging
Concrete Pumping • Asphalt
Transporting • Materials

3515 East Gila Ridge Road, Yuma, Arizona 85365
P: (928) 726-0435 F: (928) 726-0509 E: info@bltcompanies.com

We allow 6 minutes per cubic yard unloading time free; any additional time will be billed at our normal rate. All deliveries are subject to sellers normal terms and conditions for delivery and credit at time of delivery. Drivers are not permitted to add water to the mix. Water added to this concrete will reduce its strength. Any water added is at customer's risk. Stand-by on dump trucks for asphalt or other materials will be charged at $45.00 per hour past the first 15 minutes once on the job. Minimum load fees may apply to deliveries less than 4 cubic yards of concrete or 18 tons of asphalt.

Water requested by_____ Water added on job_____ Gals.

TICKET NO.	Plant Location
616401	SOUTH COUNTY PLT 6

Customer Name	Customer Number	Job Number	Delivery Date
San Luis, City of	100410	S/W	12/05/17

Job Name / Subdivision	Customer P.O. Number	Order No.
S/W 2017	ALBERTO	601

Delivery Location	Lot No.	Map Page
1510 N MERRILL AVE		

Delivery Instructions
GO 23RD ST W TO MERRILL AVE N

Due On Job	Slump	Pour Type	Total Quantity Shipped	Total Quantity Ordered	Load Count
~~Local~~	6.00	FILL	6.00	6.00	2

Truck number	Driver's Name	Gross LBS	Tare LBS	Net LBS
0320	TIM WALL			

QUANTITY	U.O.M.	PRODUCT CODE	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
3	yd	139002	2 Sack Sand Slur		
			NLF P-Card Carlos Gonzalez		
			Merrill Re-habilitation job		
			old Wetwell concrete job finished		
			Gilberto Lopez		
			12/05/17		

RECEIVED BY: Public Works Dept. DEC 14 2017 City of San Luis

Arrived at Plant	TOTAL AMOUNT FOR THIS TICKET NOT INCLUDING STANDBY CHARGES						
Batch Time	Depart Plant	Arrive Job	Start Unload	Finish Unload	Depart Job	Return to Plant	Tax
09:43AM	0953	1012					

CAUTION: FRESHLY MIXED CEMENT, MORTAR, CONCRETE OR GROUT WILL CAUSE SKIN INJURY. AVOID CONTACT WITH EYES WHERE POSSIBLE AND WASH EXPOSED SKIN AREAS PROMPTLY WITH WATER. IF ANY CEMENT MIXTURES GET INTO EYES, RINSE IMMEDIATELY WITH WATER AND GET PROMPT MEDICAL ATTENTION.

WARNING: FRESH CONCRETE OR HOT ASPHALT CAN CAUSE SEVERE, LIFETIME THIRD-DEGREE BURNS. PROTECT SKIN FROM EXPOSURE BY USE OF WATERPROOF & HEATPROOF CLOTHING.

Total COD Order Amount To Collect Without Standby Charges

Cash Received

Customer / Driver Comment Area

***

Dispatcher / Scalemaster

NOTICE: Our drivers will make every effort to place materials where the customer designates, but the company assumes no responsibility for damages inside curb or property line. Customer agrees to the terms of sale and delivery and accepts concrete as is. Due to factors beyond our control such as wind or other acts of God, this Company and its entities are not responsible for the finished results of concrete, asphalt or materials after delivery. BLT and its entities are strictly material suppliers, responsible for concrete strength, yield, slumps and timely delivery and therefore, not responsible for subgrade, compaction and moisture, which can result in cracking or yield problems. No credit will be given for such unused concrete, asphalt or materials.

Control # 1547337

Drivers are prohibited from delivering concrete except under the truck's own power, and where site conditions permit the safe and proper operation of the equipment. Drivers are not permitted to go beyond the curb line, except upon the authorization of the customer and his acceptance of risk for any loss or damage to the property or our equipment. This includes wrecker or towing charges for getting out of the location.

Delivery / Terms Accepted By:

Customer's Printed Name _____

Customer's Representative X _____

TESTED	SLUMP TEST	TESTING LAB	SAMPLED FROM
☐ YES ☐ NO	☐ YES ☐ NO	_____	☐ FULL LOAD ☐ ¾ LOAD ☐ ½ LOAD ☐ OTHER _____

INVOICING COPY



DEL SOL - ACE
656 SAN LUIS PLAZA DRIVE
PHONE: (928) 627-9404
****
Receipt Required for
Refund, Credit or Exchange Within
30 Days of Purchase
****
Store Manager: MARCELA PAZOS
THANK YOU FOR SHOPPING

Purchase $ 65.98

VISA #SXXXXXXXXXXXX0405
Auth # 073267 Exp Date **/**
Lane # 09 Cashier # 238
12/07/17 13:38 Ref/Seq # 099554
Mrch=623107 Term=001 IC=CC
EPS Sequence # 099554

ANGLE HR PLAIN 1
5 @ $11.92 EA $59.60 1

SUB TOTAL $59.60
TOTAL TAX $6.38
TOTAL $65.98

5 BALANCE DUE $65.98
VISA $65.98
Auth Code = 073267

CHANGE $0.00

CASHIER NAME: MARIA MURIEDO
C0238 #3825 13:38:42 7DEC2017
S00001 R009

RECEIVED
Public Works Dept.
DEC 14 2017
Town of Sign

FAVOR DE PRESENTAR SU RECIBO PARA
CUALQUIRE ACLARACION CAMBIO O DEVOLUCION
"PRODUCTOS EN CLEARANCE O CORTADOS A LA.
MEDIDA DEL CLIENTE NO TIENEN CAMBIO NI
DEVOLUCION
APROVECHE NUESTRAS ESPECIALES INTERNAS
****
GRACIAS POR SU PREFERENCIA
NOW HIRING ON DEPARTMENTS
GROCERY - MEAT - TORTILLERIA

AGENDA ITEM REVIEW FORM

Work Session **2.C.**

Meeting Date: 02/07/2018

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding informational updates by the City of San Luis Fire Department. **(Hank Green, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department is requesting the opportunity to provide information regarding recent purchases, projects of the Fire Department and to provide an answer to questions raised during previous presentations before Council.
Detailed information and explanation are attached to this item, but the items to be discussed include, but are not limited to:

- Insurance Services Office (ISO)
- Fire Academy Training by the City of San Luis Fire Department
- Purchase of Portable Radios
- Image Trend® Electronic Patient Care Reporting (ePCR)
- LEXIPOL© Services
- Electro Magnetic Pulses and Disruption of Radio Services

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$0.00
BUDGETED AMOUNT:	$0.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact related to this agenda item. This item is an informational update to the Mayor and Council.

Attachments

ISO Overview
ISO Letter of Findings
ISO Report - Complete
ISO Memo to SLFD and more
SLFD Fire Academy - Executive Summary
SLFD Fire Academy Delivery Analysis
Portable Radios
Image Trend
LEXIPOL
Electro Magnetic Pulses

Insurance Services Office:
The Insurance Services Office (ISO) is a member of the Verisk Insurance Solutions group at Verisk Analytics and, since 1971, ISO has been a leading source of information about property/casualty insurance risk; specifically the collection and evaluation of information from communities in the United States on their structure fire suppression capabilities. This data is evaluated using a proprietary Fire Suppression Rating Schedule and then a Public Protection Classification is assigned to the community.

Our Public Protection Classification was determined after evaluation of the abilities of the SLPD Communications Center to quickly and efficiently answer, evaluate, process and dispatch Fire Department apparatus, the Public Works Department to provide adequate, sustainable water flows for use by the Fire Department and finally, the ability of the Fire Department to quickly extinguish structure fires. This evaluation and Public Protection Classification "grade" is used by the insurance industry to correlate our community's abilities to quickly identify, dispatch, respond and extinguish structure fires.

The ISO grading system ranges from 1 to 10, 1 being the best possible combination of communications, water infrastructure and a well-equipped, located and trained Fire Department to a 10 which does not meet the ISO's minimum criteria for a Fire Department.

The previous ISO Classification for the city of San Luis was 4/9. The reason for the "split rating" is because there are areas of the City of San Luis, with structures built upon them and therefore at risk to fire damages, that outside of the ISO desired proximate location (1.5 miles) to our fire stations.

The new Public Protection Classification for the City of San Luis is 3/3X. Their classification format has changed but both numbers in this Classification indicate that our community faces a reduced risk to devastating life and property losses and the combined elements evaluated which provide timely and efficient fire suppression services is something that the community, and this and previous Councils, can point to with pride; investments in the infrastructure are improving the quality of life, safety and security in the City of San Luis.

To close, the City of San Luis Fire Department has contacted and is working with ISO to improve this rating. SLFD is less than 2.5 points (a scale of 100) away from a Classification of a 2/2X, essentially we have a C+++, almost a B. Most of the deficiencies are related to documentation of activities (inspections, training, public education presentations) and our ability to retrieve and present it in a timely manner.

1000 Bishops Gate Blvd. Ste 300
Mt. Laurel, NJ 08054-5404

t1.800.444.4554 Opt.2
f1.800.777.3929

April 24, 2017

Mr. Tadeo De La Hoya, City Manager
San Luis FPSA
PO Box 1170
San Luis, Arizona, 85349

RE: San Luis Fpsa, Yuma County, Arizona
Public Protection Classification: 03/3X
Effective Date: August 01, 2017

Dear Mr. Tadeo De La Hoya,

We wish to thank you Mr. Eulogio Vera and Chief Hank Green for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision- making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single "9" or "8B" classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Alex Shubert

Alex Shubert
Manager -National Processing Center

cc: Mr. Eulogio Vera, Director of Public Works, San Luis Water Department
Chief Hank Green, Chief, San Luis Fire Department
Ms. Monica Ruiz, Communications Manager, San Luis Police PSAP Dispatch

Public Protection Classification

(PPC™)

Summary Report

San Luis FPSA

ARIZONA

Prepared by

Insurance Services Office, Inc.
1000 Bishops Gate Blvd., Ste. 300
P.O. Box 5404
Mt. Laurel, New Jersey 08054-5404
1-800-444-4554

Report Created April 2017

Effective August 1, 2017

PPC is a registered trademark of Insurance Services Office, Inc.

Background Information

Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC™) grade is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a PPC change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The FSRS recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a PPC grade – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

PPC is a registered trademark of Insurance Services Office, Inc.

Data Collection and Analysis

ISO has evaluated and classified over 46,000 fire protection areas across the United States using its FSRS. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points,** as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points,** as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points,** as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

PPC is a registered trademark of Insurance Services Office, Inc.

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRS score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

PPC Grade

The PPC grade assigned to the community will depend on the community's score on a 100-point scale:

PPC	Points
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0.00 to 9.99

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRS creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRS fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRS creditable water supply.
- Class 10 does not meet minimum FSRS criteria for recognition, including areas that are beyond five road miles of a recognized fire station.

PPC is a registered trademark of Insurance Services Office, Inc.

New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

New classifications
Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

Split classifications
When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

What's changed with the new classifications?
We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

Prior Classification	New Classification
1/9	1/1X
2/9	2/2X
3/9	3/3X
4/9	4/4X
5/9	5/5X
6/9	6/6X
7/9	7/7X
8/9	8/8X
9	9

Prior Classification	New Classification
1/8B	1/1Y
2/8B	2/2Y
3/8B	3/3Y
4/8B	4/4Y
5/8B	5/5Y
6/8B	6/6Y
7/8B	7/7Y
8/8B	8/8Y
8B	8B

PPC is a registered trademark of Insurance Services Office, Inc.

What's changed?
As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

Benefits of the revised split class designations

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

New water class
Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W — to recognize the reduced loss potential of such properties.

What's changed with Class 10W?
Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

What's the benefit of Class 10W?
10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

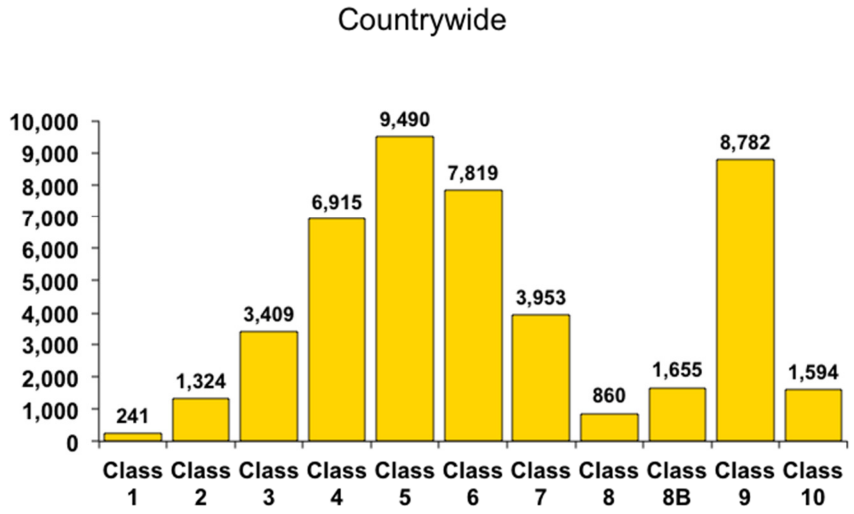
What does the fire chief have to do?
Fire chiefs don't have to do anything at all. The revised classifications went in place automatically effective July 1, 2014 (July 1, 2015 for Texas).

What if I have additional questions?
Feel free to contact ISO at 800.444.4554 or email us at PPC-Cust-Serv@iso.com.

PPC is a registered trademark of Insurance Services Office, Inc.

Distribution of PPC Grades

The 2017 published countrywide distribution of communities by the PPC grade is as follows:



Assistance

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at www.isomitigation.com/talk/.

We also have a website dedicated to our Community Hazard Mitigation Classification programs at www.isomitigation.com. Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRS and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at www.isomitigation.com.

PPC is a registered trademark of Insurance Services Office, Inc.

PPC Review

ISO concluded its review of the fire suppression features being provided for San Luis FPSA. The resulting community classification is **Class 03/3X**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., "6" in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., "6" in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

FSRS Feature	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	**2.10**	**3**
422. Credit for Telecommunicators	**2.20**	**4**
432. Credit for Dispatch Circuits	**2.91**	**3**
440. Credit for Emergency Communications	**7.21**	**10**
Fire Department		
513. Credit for Engine Companies	**6.00**	**6**
523. Credit for Reserve Pumpers	**0.50**	**0.50**
532. Credit for Pump Capacity	**3.00**	**3**
549. Credit for Ladder Service	**3.48**	**4**
553. Credit for Reserve Ladder and Service Trucks	**0.00**	**0.50**
561. Credit for Deployment Analysis	**5.43**	**10**
571. Credit for Company Personnel	**11.58**	**15**
581. Credit for Training	**3.48**	**9**
730. Credit for Operational Considerations	**2.00**	**2**
590. Credit for Fire Department	**35.47**	**50**
Water Supply		
616. Credit for Supply System	**25.64**	**30**
621. Credit for Hydrants	**2.97**	**3**
631. Credit for Inspection and Flow Testing	**2.80**	**7**
640. Credit for Water Supply	**31.41**	**40**
Divergence	**-1.52**	--
1050. Community Risk Reduction	**5.17**	**5.50**
Total Credit	**77.74**	**105.50**

Emergency Communications

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

	Earned Credit	Credit Available
414. Credit Emergency Reporting	**2.10**	3
422. Credit for Telecommunicators	**2.20**	4
432. Credit for Dispatch Circuits	**2.91**	3
Item 440. Credit for Emergency Communications:	**7.21**	**10**

Item 414 - Credit for Emergency Reporting (3 points)

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

Item 410. Emergency Reporting (CER)	Earned Credit	Credit Available
A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1 For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.	**20.00**	**20**
1. E9-1-1 Wireless Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points	**25.00**	**25**
2. E9-1-1 Voice over Internet Protocol (VoIP) Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points	**10.00**	**25**
3. Computer Aided Dispatch Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)	**15.00**	**15**
4. Geographic Information System (GIS/AVL) The PSAP uses a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments. The individual fire departments being dispatched do not need GIS/AVL capability to obtain this credit.	**0.00**	**15**
Review of Emergency Reporting total:	**70.00**	**100**

Item 422- Credit for Telecommunicators (4 points)

The second item reviewed is Item 422 "Credit for Telecommunicators (TC)". This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems,* recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that ninety percent of emergency alarm processing shall be completed within 60 seconds and ninety-nine percent of alarm processing shall be completed within 90 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

Item 420. Telecommunicators (CTC)	Earned Credit	Credit Available
A1. Alarm Receipt (AR) Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	**20.00**	**20**
A2. Alarm Processing (AP) Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	**0.00**	**20**
B. Emergency Dispatch Protocols (EDP) Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.	**0.00**	**20**
C. Telecommunicator Training and Certification (TTC) Telecommunicators meet the qualification requirements referenced in NFPA 1061, *Standard for Professional Qualifications for Public Safety Telecommunicator,* and/or the Association of Public-Safety Communications Officials - International (APCO) *Project 33.* Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions.	**20.00**	**20**
D. Telecommunicator Continuing Education and Quality Assurance (TQA) Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions	**15.00**	**20**
Review of Telecommunicators total:	**55.00**	**100**

Item 432 - Credit for Dispatch Circuits (3 points)

The third item reviewed is Item 432 “Credit for Dispatch Circuits (CDC)”. This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A “Dispatch Circuit” is defined in NFPA 1221 as “A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency”. All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. “Alarms” are defined in this Standard as “A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency”.

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

Item 432 “Credit for Dispatch Circuits (CDC)” = 2.91 points

Fire Department

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

	Earned Credit	Credit Available
513. Credit for Engine Companies	**6.00**	6
523. Credit for Reserve Pumpers	**0.50**	0.5
532. Credit for Pumper Capacity	**3.00**	3
549. Credit for Ladder Service	**3.48**	4
553. Credit for Reserve Ladder and Service Trucks	**0.00**	0.5
561. Credit for Deployment Analysis	**5.43**	10
571. Credit for Company Personnel	**11.58**	15
581. Credit for Training	**3.48**	9
730. Credit for Operational Considerations	**2.00**	2
Item 590. Credit for Fire Department:	**35.47**	**50**

Basic Fire Flow

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 2500 gpm.

Item 513 - Credit for Engine Companies (6 points)

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **2 engine companies**

a) **1 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.

b) **2 engine companies** to support a Basic Fire Flow of 2500 gpm.

c) **2 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are **2 engine companies** in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

Item 513 "Credit for Engine Companies (CEC)" = 6.00 points

Item 523 - Credit for Reserve Pumpers (0.50 points)

The item is Item 523 "Credit for Reserve Pumpers (CRP)". This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

Item 523 "Credit for Reserve Pumpers (CRP)" = 0.50 points

Item 532 – Credit for Pumper Capacity (3 points)

The next item reviewed is Item 532 "Credit for Pumper Capacity (CPC)". The total pump capacity available should be sufficient for the Basic Fire Flow of 2500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

Item 532 "Credit for Pumper Capacity (CPC)" = 3.00 points

Item 549 – Credit for Ladder Service (4 points)

The next item reviewed is Item 549 "Credit for Ladder Service (CLS)". This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **0 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **1 service companies** in service.

Item 549 "Credit for Ladder Service (CLS)" = 3.48 points

Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)

The next item reviewed is Item 553 "Credit for Reserve Ladder and Service Trucks (CRLS)". This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

Item 553 "Credit for Reserve Ladder and Service Trucks (CRLS)" = 0.00 points

Item 561 – Deployment Analysis (10 points)

Next, Item 561 "Deployment Analysis (DA)" is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.*

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

Item 561 "Credit Deployment Analysis (DA)" = 5.43 points

Item 571 – Credit for Company Personnel (15 points)

Item 571 "Credit for Company Personnel (CCP)" reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, "Kelley" days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRS recognizes **11.33 on-duty personnel** and an average of **0.75 on-call personnel** responding on first alarm structure fires.

Item 571 "Credit for Company Personnel (CCP)" = 11.58 points

Item 581 – Credit for Training (9 points)

Training	Earned Credit	Credit Available
A. Facilities, and Use For maximum credit, each firefighter should receive 18 hours per year in structure fire related subjects as outlined in NFPA 1001.	11.8	35
B. Company Training For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.	2.08	25
C. Classes for Officers For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.	6.01	12
D. New Driver and Operator Training For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.	2.50	5
E. Existing Driver and Operator Training For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.	3.75	5
F. Training on Hazardous Materials For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.	1.00	1
G. Recruit Training For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.	3.75	5
H. Pre-Fire Planning Inspections For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches.	7.65	12

Item 580 "Credit for Training (CT)" = 3.48 points

Item 730 – Operational Considerations (2 points)

Item 730 "Credit for Operational Considerations (COC)" evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

Operational Considerations	Earned Credit	Credit Available
Standard Operating Procedures The department should have established SOPs for fire department general emergency operations	**50**	**50**
Incident Management Systems The department should use an established incident management system (IMS)	**50**	**50**
Operational Considerations total:	**100**	**100**

Item 730 "Credit for Operational Considerations (COC)" = 2.00 points

Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

	Earned Credit	Credit Available
616. Credit for Supply System	**25.64**	30
621. Credit for Hydrants	**2.97**	3
631. Credit for Inspection and Flow Testing	**2.80**	7
Item 640. Credit for Water Supply:	**31.41**	**40**

Item 616 – Credit for Supply System (30 points)

The first item reviewed is Item 616 "Credit for Supply System (CSS)". This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

Item 616 "Credit for Supply System (CSS)" = 25.64 points

Item 621 – Credit for Hydrants (3 points)

The second item reviewed is Item 621 "Credit for Hydrants (CH)". This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 330 hydrants in the graded area.

620. Hydrants, - Size, Type and Installation	Number of Hydrants
A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets	325
B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel	0
C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch	5
E./F. Flush Type, Cistern, or Suction Point	0

Item 621 "Credit for Hydrants (CH)" = 2.97 points

Item 630 – Credit for Inspection and Flow Testing (7 points)

The third item reviewed is Item 630 "Credit for Inspection and Flow Testing (CIT)". This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants.*

Frequency of Inspection (FI): Average interval between the 3 most recent inspections.

Frequency	Points
1 year	30
2 years	20
3 years	10
4 years	5
5 years or more	No Credit

Note: The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

Total points for Inspections = 0.40 points

Frequency of Fire Flow Testing (FF): Average interval between the 3 most recent inspections.

Frequency	Points
5 years	40
6 years	30
7 years	20
8 years	10
9 years	5
10 years or more	No Credit

Total points for Fire Flow Testing = 2.40 points

Item 631 "Credit for Inspection and Fire Flow Testing (CIT)" = 2.80 points

Divergence = -1.52

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

Community Risk Reduction

	Earned Credit	Credit Available
1025. Credit for Fire Prevention and Code Enforcement (CPCE)	**2.01**	2.2
1033. Credit for Public Fire Safety Education (CFSE)	**2.09**	2.2
1044. Credit for Fire Investigation Programs (CIP)	**1.07**	1.1
Item 1050. Credit for Community Risk Reduction	**5.17**	**5.50**

Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)	Earned Credit	Credit Available
Fire Prevention Code Regulations (PCR) Evaluation of fire prevention code regulations in effect.	10.00	10
Fire Prevention Staffing (PS) Evaluation of staffing for fire prevention activities.	7.56	8
Fire Prevention Certification and Training (PCT) Evaluation of the certification and training of fire prevention code enforcement personnel.	3.08	6
Fire Prevention Programs (PCP) Evaluation of fire prevention programs.	15.90	16
Review of Fire Prevention Code and Enforcement (CPCE) subtotal:	36.54	40

Item 1033 – Credit for Public Fire Safety Education (2.2 points)	Earned Credit	Credit Available
Public Fire Safety Educators Qualifications and Training (FSQT) Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction.	10.00	10
Public Fire Safety Education Programs (FSP) Evaluation of programs for public fire safety education.	28.00	30
Review of Public Safety Education Programs (CFSE) subtotal:	38.00	40

Item 1044 – Credit for Fire Investigation Programs (1.1 points)	Earned Credit	Credit Available
Fire Investigation Organization and Staffing (IOS) Evaluation of organization and staffing for fire investigations.	8.00	8
Fire Investigator Certification and Training (IQT) Evaluation of fire investigator certification and training.	5.50	6
Use of National Fire Incident Reporting System (IRS) Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation.	6.00	6
Review of Fire Investigation Programs (CIP) subtotal:	19.50	20

Summary of PPC Review
for
San Luis FPSA

FSRS Item	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	**2.10**	**3**
422. Credit for Telecommunicators	**2.20**	**4**
432. Credit for Dispatch Circuits	**2.91**	**3**
440. Credit for Emergency Communications	**7.21**	**10**
Fire Department		
513. Credit for Engine Companies	**6.00**	**6**
523. Credit for Reserve Pumpers	**0.50**	**0.5**
532. Credit for Pumper Capacity	**3.00**	**3**
549. Credit for Ladder Service	**3.48**	**4**
553. Credit for Reserve Ladder and Service Trucks	**0.00**	**0.5**
561. Credit for Deployment Analysis	**5.43**	**10**
571. Credit for Company Personnel	**11.58**	**15**
581. Credit for Training	**3.48**	**9**
730. Credit for Operational Considerations	**2.00**	**2**
590. Credit for Fire Department	**35.47**	**50**
Water Supply		
616. Credit for Supply System	**25.64**	**30**
621. Credit for Hydrants	**2.97**	**3**
631. Credit for Inspection and Flow Testing	**2.80**	**7**
640. Credit for Water Supply	**31.41**	**40**
Divergence	**-1.52**	--
1050. Community Risk Reduction	**5.17**	**5.50**
Total Credit	**77.74**	**105.5**

Final Community Classification = 03/3X

PPC is a registered trademark of Insurance Services Office, Inc.

Archived: Thursday, May 11, 2017 8:20:06 AM
From: Hank Green
To: Tadeo A. DeLaHoya; Fire Department
Cc: Ralph Velez; Kay Macuil; Eulogio Vera; Craig Higgins; Monica Ruiz; Andrea Catania; Jenny Torres; Laura I. Herrera
Subject: Insurance Services Office (ISO) Public Protection Classification
Importance: Normal
Attachments:
2017-04-24 ISO rating.pdf

To Tadeo and the women and men of the City of San Luis Fire Department,

The Insurance Services Office (ISO) visited the City of San Luis earlier this year to evaluate the Fire Department on its ability to fight fires. Their rating system evaluates and quantifies ALL aspects which would affect the success, abilities and timeliness of our services and response. They evaluated the capabilities of our apparatus, the number of apparatus, equipment carried on this apparatus, personnel training hours, number of personnel on duty, number of personnel who responded to our structure fires, our automatic aid and mutual aid agreements, call for service processing times, station alerting systems, response times, redundant alerting systems, radio systems, Mobile Data Computers, water system layout, interconnection of water zones or grids, sustained water delivery, water pressure, location of hydrants, testing and exercising of our fire hydrants, edition of adopted fire code (recency), fire code enforcement, construction plans review, construction site inspections and annual commercial building inspections.

Attached is the most recent ISO rating of the City of San Luis Fire Department; their Public Protection Classification (PPC). This rating is indicative of the collaborative efforts, years of hard work, investment in equipment and diligence by a variety of people and departments to improve the ability of the City of San Luis Fire Department to provide fire suppression services to our community.

This rating (**3/3X**, up from 4/4X) represents the return on the investments made by the City of San Luis to improve the safety of its Citizens and to better our community. Projects to improve the capacity, pressure and duration of our water system and investments, upgrades and partnerships that resulted in the state of the art communications, station alerting, graphic information systems (GIS) and maps, utilization of digital records retention systems, computer aided dispatching systems, investments in new apparatus and maintaining/retaining reserve fire apparatus has now been proven prudent and beneficial.

I am extremely proud of the women and men of the City of San Luis Fire Department. I cannot adequately express their dedication to rise to the challenge of raising the professionalism and abilities of both the City of San Luis Fire Department and themselves; this rating would have been impossible to achieve, were it not for them. This rating exemplifies and captures their efforts over the past 8 to 10 years and their dedication to providing competent, efficient and professional level services to the Citizens and community of San Luis. The personnel of the City of San Luis Fire Department are truly the face of our Fire Department, the ones who stand ready to protect our Citizens and their Property 24 hours a day, nights, weekends and holidays. They have embraced the Fire Department's Mission, Vision, Values and Goals: **Provide safety and security for lives and property in our community** (Our MISSION STATEMENT), **To provide high quality, timely and compassionate services to those we serve** (the GOAL of the City of San Luis Fire Department), **To exceed the community's needs and expectations** (the VISION of the San Luis

Fire Department) and dedicate themselves and their actions and decisions to **that which is best for our community** (second only to Firefighter Safety considerations).

I cannot minimize the role played by the City of San Luis Police Department's Public Safety Communication Center and City of San Luis Public Works Department. They are indeed the unseen components of our support system which allows the Firefighters of the City of San Luis Fire Department to quickly and efficiently respond to fire emergencies and insure our most needed commodity to suppress fire, is readily available.

I am honored to represent the personnel of the City of San Luis Fire Department and grateful for the support of the Mayor, City Council, City Administration, the SLPD Public Safety Communication Center staff and the San Luis Public Works staff to achieve this rating.

Be Safe
Hank

Hank Green, EFO, CPM
Fire Chief
City of San Luis Fire Department
P.O. Box 445
1165 North McCain Avenue
San Luis, AZ 85349-0445
(928) 341-8550
(928) 627-1426 fax
(928) 446-1535 cell
hgreen@cityofsanluis.org

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information exempt from disclosure under applicable law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by email and destroy all copies of the original message and attachments.

EXECUTIVE SUMMARY:

Fire Academy Training by the City of San Luis Fire Department:

I have attached a short paper which details my findings. The conclusion within this paper is that we have an adequate pool of applicants for Firefighter-EMTs. Our challenge is to recruit adequate numbers of Firefighter-Paramedics. More specifically, recruitment of Firefighter-Paramedics is a problem because we cannot retain our Firefighter-Paramedics and therefore our investment in their training.

To address the training programs needed, their associated fiscal impacts and time needed to reap the harvest of training, education and certification provided by SLFD would also need to include the associated time and investment for Paramedic (CEP) training. This information was not available at the time of my report, but simply stated, adds an additional $10,000 to the costs included in the attached report and an additional 12 to 16 months of school.

My recommendation, as stated in the attached report, is to continue to recruit needed personnel from the existing and growing, regional labor pool AND to invest in program(s) which;

1. Specifically target our ability to attract and recruit trained, qualified and certificated candidates for our vacant positions. This program might include incentive bonuses for desired certifications, abilities or education (sign on bonuses, relocation bonus, etc.) such as Paramedic, Fire Chief, Emergency Management, etc., and,
2. Retention bonuses paid to existing employees who possess the skills and certifications we desire. This bonus would require a specific commitment to continue to work for SLFD from the time of receipt of the bonus. Should they choose to leave our employment voluntarily before the term of the contract, they would be required to repay the bonus. This would stabilize the exit of our trained for other jobs and protect our investment in employee education.
3. Establish a contract between any existing employees, similar to the one mentioned above, which would require a specific time of continued employment after certification, based upon the cost of training. Again, identical to the item listed above, should they choose to leave SLFD, they would be required to repay our investment in their education.

SLFD FIRE ACADEMY AND THE TIMELY RECRUITMENT OF FIREFIGHTERS

At the November 1, 2017 City Council Work Session, the topic of employee recognition, retention, succession planning and recruitment was placed by Council Member Africa Luna-Carrasco.

During the presentation by Human Resources Director Olivia Jenkins, Mayor Gerardo Sanchez spoke to the point of six Firefighters being recruited by the City of Yuma and spoke on the impact of emergency services by these persons leaving and the difficulty of timely recruitment and replacement of these personnel. I explained the recruitment process for Firefighter-EMTs/Firefighter-Paramedics and its negative impacts upon service delivery.

Mayor Sanchez tasked Me to research the possibilities of the City of San Luis and the Fire Department providing the training to become a Firefighter I & II and EMT to increase the candidate pool and hopefully reduce recruitment and hiring times.

Here are the findings of our research into fiscal impacts of Firefighter I & II and Firefighter-EMT training options.

Option #1 STATUS QUO

Continued reliance on Firefighter-EMT/Firefighter-Paramedic candidates being trained by other than SLFD (AWC Fire Academy or another Fire Department.

Estimated Cost for Option #1: No costs incurred by San Luis or SLFD.

Option #2:

Direct contract with AWC to provide the Fire Academy training and certifications.

30 Credits (15 credits per semester)
$ 82.00 per credit
$ 82.00 x 15 = $ 1,230 per semester, two semesters

- **($2,460 per student)**

Lab fees to cover PPE, SCBA, etc.

- **($600 per student)**

$3,060 per student

Estimated Cost for Option #2: $36,720

Option #3:

AWC provides program certification, college credit and coordinates certification process.
Negotiated cost per student.
Fees to cover credits would remain; projected to be much less than $ 2,460.
Lab fees for use of AWC PPE would be less ($600).
SLFD provides instructors.

- **525 hours lead Instructor**
  - **$25.00/hour = $13,125**
- **173 hours for skills instruction**
- **4 additional Instructors**
  - **$25.00/hour x 4 = $17,300**

SLFD provides access to SCBAs

- **No cost**

Estimated Cost for Option #3: $30,425

Option #4:

SLFD assumes all responsibility and control for Fire Academy.

Assumed: 7 hour days
12 weeks: Fire Academy
3 weeks: EMT Academy
525 hours
Academy size of 12 (projected)

SLFD submits accreditation application to ACFSE

- **No cost**
- **No Hazardous-Materials Instructors on staff at SLFD.**
- **No EMT Instructors on staff at SLFD**
- **Requires outside Instructors or Certification by ACFSE and AzDHS-BEMSTS.**

SLFD provides instructors.

- **525 hours lead Instructor**
  - **$25.00/hour = $13,125**
- **173 hours for skills instruction**
- **4 additional Instructors**
  - **$25.00/hour x 4 = $17,300**

SLFD purchased/provides PPE and uniforms

- **Estimated at $10,000 per student**
- **$120,000 (12 students)**

SLFD provides access to SCBAs

- **No cost**

SLFD Fire & EMT Academy

Lead Instructor:	12,125
Skills Instructor:	17,300
PPE:	120,000

Estimated Cost for Option #4: $149,425

EVALUATION

- All four options provide Firefighter-EMTs for hiring consideration at SLFD.
- The least costly, to the City of San Luis and SLFD, is to continue to rely on AWC or other training agency to provide candidates for hire by SLFD.

CONCLUSION

- Existing Firefighter-EMT training programs provide a sufficient pool of qualified applicants/candidates for Firefighter-EMTs.
- None of these training options addresses the issue of our ability to recruit Firefighter-Paramedics.
- None of these training options addresses the time constraints to recruit Firefighter-EMTs/Firefighter-Paramedics, specifically, none of these training options address our primary need and identified short fall; an insufficient pool of Firefighter-Paramedics.

RECOMMENDATIONS

Actions resulting in fiscal impacts; requiring no budget authority:

- Institute a process of continuous advertisement, recruitment and acceptance of applications for Firefighter-EMT (Minimal fiscal impact)
- Consider annual candidate physical ability testing (CPAT) in April or May every year. This testing and timing will set the stage for written testing, interviews, medical screening and background checks as soon as possible; upon official adoption of annual budget and personnel authorization (Minimal fiscal impact)

Actions resulting in fiscal impacts; requiring budget authority:

- Continue to fund periodic Paramedic training programs for existing EMTs. (Nominal fiscal impact)
- Establish an education/training contract for SLFD sponsored CEP students. This establish would establish a reasonable expectation of continued employment with SLFD for three years upon completion of the training program AND successful certification as a CEP. The calculated fiscal impacts of the training program would be identified in the contract and is to be repaid by the employee in full upon resignation prior to execution of the terms of the contract. (No fiscal impact)
- Establish a program for the retention of existing Firefighter-Paramedics. Similar to the education/training contract, this program would stabilize our existing work force of Firefighter-Paramedics and establish a reasonable expectation of continued employment with SLFD; two years is the proposed term of the contract, paid to the employee in one lump sum and to be repaid in full, upon resignation. (Nominal fiscal impacts)

- Establish sign-on/recruitment contracts for Firefighter-Paramedics. Similar to the previous contracts, this contract would establish a reasonable expectation of continued employment with SLFD; paid to the employee in two installments. The first payment upon hire and the second payment upon successful completion of probation. The recruitment incentive would be repaid, in full, should the employee resign prior to completion of their second year of employment with SLFD. (Minimal fiscal impact)
- Retention contracts would continue or initiated as needed, to stabilize numbers of Firefighter-Paramedics at SLFD and minimize the exit by Firefighter-Paramedics seeking other employment.
- Recruitment contracts and incentives would be initiated, when numbers of SLFD Firefighter-CEPs are not sufficient to sustain service delivery needs.

PURCHASE OF PORTABLE RADIOS

Portable radios have been purchased, delivered and are currently being programmed by YRCS personnel.

These radios will be put into service as soon as delivered from YRCS, following orientation and training. SLFD will need to purchase the radio to SCBA interface cabling, to allow the direct connection of these radios to the SCBA's integrated microphone.

As stated when presented for authorization of this purchase and lease contract with Motorola, these radios are state of the art, will be paid off within seven years and have a service and product support of a minimum of ten years.

IMAGE TREND ELECTRONIC PATIENT CARE REPORTS (ePCRs)
Image Trend software and required tablets were purchased, installed, initialized and put into service on October 16, 2017.

Image Trend is the software reporting format utilized by the Arizona State Department of Health Services, Bureau of Emergency Medical Services & Trauma System to review treatment outcomes, Quality Improvement and Assurance and obtain statewide data and statistics.

Image Trend allows our billing service to obtain copies of our incident reports for development and submittal of invoices to patients and insurance companies through a secure portal and also allows YRMC Emergency Department personnel to access and review incident reports, also through a secure portal. Previously, copies of incident reports were delivered to our billing service at Somerton-Cocopah Fire Department or YRMC by our staff, to insure compliance with Federal HIPPA regulations.

LEXIPOL

LEXIPOL is a consulting service who works with Fire Departments and other Public Safety agencies to assure department policies are in accordance with Federal and State regulations and laws, do not directly conflict with these regulations and also suggests new policies for inclusions in local policy manuals, based upon best practices of the Fire Service.

SLFD initiated this service in late 2017 and has been working through the process of converting our existing “Department Guidelines” to their format.

As these policies are completed, all personnel of SLFD will have access to them through a web based system for review. SLFD Officers and Administrative Staff have the authority to edit and update these policies, as would be appropriate.

As the “new” policies are reviewed, validated, completed and indexed into the SLFD policy manual, LEXIPOL will begin a process of “daily training bulletins”, or DTBs. DTBs will be sent to all SLFD personnel’s department e-mail address. These DTBs will prompt them to access and review a newly published or presented Policy. Upon completion of the review, they may be prompted to take a short quiz, but very simply, their action of responding to the DTB will serve as acknowledgment of awareness of the Policy.

ELECTRO MAGNETIC PULSE DISRUPTION OF PUBLIC SAFETY RADIO SERVICES

At the request of Mayor Sanchez, I contacted Eddie Carrera, Assistant Director for YRCS at the City of Yuma's Information Technology Services (ITS).

He indicated that if the disruption were the result of a solar flare or some other natural phenomenon, our equipment is such that they would initiation an evaluation and restoration process to reconnect the remotely located components of our communication system. If the disruption were of the result of nuclear attack such as a neutron bomb or thermonuclear weapon, then all bets are off; humanity would be killed and the infrastructure would be left behind with nobody to operate it.

AGENDA ITEM REVIEW FORM

Work Session **2.D.**

Meeting Date: 02/07/2018

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding disposal of obsolete portable radios. **(Hank Green, Fire Chief)**

SUMMARY:

November of 2017, San Luis City Council authorized a multi-year contract for the purchase of 27 portable radios for the City of San Luis Fire Department. As was stated then, I reported that these radios had reached their service life and would no longer be supported by Motorola for parts and accessories. I am requesting that the City of San Luis and the City of San Luis Fire Department dispose of these radios by: • Assigning four radios to our Public Safety Communication Center (SLPSCC) for use by our communication personnel as an emergency backup radio, should our system experience a temporary failure. These radios will supplement radios already in the SLPSCC and while they will still not be supported for maintenance and accessories, we believe that being in a desktop charger in the climate controlled setting will stretch out their service life, compared to being front line fire radios and in and out of vehicles. Should they need to be replaced, we can defer the purchase to another year. • Donate the balance (estimated to be about 20 radios) of the SLFD radios to AWC's Fire Academy Program. Presently the Fire Academy uses "job com" type radios (CB radios) for communication training, fire ground simulations, and coordination of live fire training evolutions. I have been in contact with the YRCS Manager and raised this subject to the YRCS Executive Board for consideration. The YRCS Manager has assured me that it is possible to re-program these radios in such a manner that they would not create a load on the YRCS system. When asked by an Executive Board member regarding any trade-in or resale value of these obsolete radios, the YRCS manager stated that they had been offered a bid of $100.00 per radio; to include the radio, any and all accessories (leather holster, belt clip, battery, spare battery, desktop charger, remote microphone, etc.). It is my opinion that donating these radio to AWC's Fire Academy is the best option considering that if these radios were disposed of through a San Luis surplus auction, they may be reprogrammed by a technically competent geek and could interfere with our radio system. With Council approval, and upon delivery, training, and activation of the newly purchased radios, I would proceed with the reprogramming and presentation to AWC's Fire Academy.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$0.00
BUDGETED AMOUNT:	$0.00
AVAILABLE AMOUNT TO TRANSFER:	$0.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There are no fiscal costs associated with this agenda item.

AGENDA ITEM REVIEW FORM

Work Session **2.E.**

Meeting Date: 02/07/2018

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff regarding the TischlerBise Proposal for Development Fee Study under A.R.S. §9-463.05. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

A.R.S. §9-463.05 (D)(3) requires cities to update the land use assumptions and infrastructure improvement plans every five (5) years. The last San Luis Land Use Assumptions and Infrastructure Improvements Plans were updated May of 2014. The studies to produce these documents take time and they must be in place to make statutory deadlines for public hearings. In 2014, San Luis joined with other cities in Yuma County who needed the studies done and hired TischlerBise.

Land use assumptions and infrastructure improvements plans are the basis for charging development fees. Development fees are the fees in the city building applications which are to help defray the costs of infrastructure related to growth. Under A.R.S. §9-463.05(D)(3), qualified professionals using generally accepted engineering and planning practices must develop these studies. Under A.R.S. §9-463.05 (E) the infrastructure improvements plan must include:

1. A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.

2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.

3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.

5. The total number of projected service units necessitated by and attributable to new development in the

service area based on the approved land use assumptions and calculated under generally accepted engineering and planning criteria.

6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.

7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.

Staff is recommending TischlerBise do the study. They are familiar with San Luis, having done the study in 2014. There may be travel savings because other cities in Yuma County have already hired the firm to do their studies, which are also due for 2019. For these reasons, staff requests that formal bidding be waived as is allowed under San Luis City Code-Purchasing §36.01(H). TischlerBise's Proposal is for $66,540.00.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$66,540.00
BUDGETED AMOUNT:	TBD
AVAILABLE AMOUNT TO TRANSFER:	TBD
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	TBD

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

ARS §9-463.05(A) provides in part:

A municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, **including the costs of** infrastructure, improvements, real property, engineering and architectural services, financing and **professional services required for the preparation or revision of a development fee.**

Attachments

TischlerBise Proposal

ARS 9-463-05

TischlerBise
FISCAL | ECONOMIC | PLANNING



Proposal for Development Fee Study

City of San Luis, Arizona

January 20, 2018

Table of Contents

Section 1: Cover Letter 1

Section 2: Firm Experience and Expertise 3

Section 3: Staff Qualifications and Experience 11

Section 4: Project Understanding and Approach 15

Section 5: Project Schedule 23

Section 6: Fee Schedule 24

Section 1: Cover Letter

January 22, 2018

Ms. Kay Macuil, Esq., City Attorney
City of San Luis
1090 E. Union Street
San Luis, AZ 85349

Ms. Macuil,

TischlerBise is pleased to submit the enclosed proposal to provide an update to the City's Development Fee Study. We feel that TischlerBise is ideally suited to undertake this project based on our extensive national and Arizona development fee experience, which includes several engagements with the City of San Luis. There are several points we would like to note that make our qualifications unique:

1. **Depth of Experience.** TischlerBise has been in business now for forty years. Our firm specializes in fiscal/economic impact analysis, development fees and infrastructure financing strategies, and market analysis. consulting firm. Our qualified team of six professionals bring an unparalleled depth of experience to this assignment. **We have prepared over 900 development fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise development fee methodology has never been challenged in a court of law.

2. **Technical Knowledge of Land Use Planning and Local Government Finance.** The City requires consulting expertise in the areas of infrastructure planning/finance, land use planning and growth management in the State of Arizona, as well as in local government finance. **Many communities overlook the fact that development fees are a land use regulation.** The TischlerBise team will apply years of development fee experience within the context of overall City financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.

3. **Arizona Experience.** TischlerBise has prepared more development fees in the State of Arizona than any other firm. We also worked with the Arizona League of Cities and Towns in analyzing and suggesting amendments to SB 1525 which has dramatically changed Arizona's development fee enabling legislation.

As the President of TischlerBise, I have the authority to negotiate and contractually bind the firm. We look forward to the possibility of working again with the City of San Luis and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,



L. Carson Bise II, AICP, President
TischlerBise
4701 Sangamore Road S240
301.320.6900 x12
carson@tischlerbise.com

Section 2: **Firm Experience and Expertise**

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and is headquartered in Bethesda, Maryland. The firm's legal address is:

Principal Office

L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f)
carson@tischlerbise.com

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for forty years. In this time, we have prepared over **700 fiscal/economic impact evaluations and over 900 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

Arizona Experience

An important factor to consider related to this work effort is our relevant experience working in the State of Arizona. TischlerBise has unsurpassed experience preparing development fees and infrastructure improvements plans in the State of Arizona, particularly with Arizona's new development fee legislation, SB 1525. **We have completed or are currently engaged with the following Arizona communities to conduct SB 1525-related updates and analyses:**

- Apache Junction *
- Avondale
- Buckeye*#
- Casa Grande*
- Cave Creek*
- Coolidge*
- Eloy*
- Flagstaff*
- Gilbert*#
- Glendale*
- Goodyear*
- Maricopa*
- Payson
- Pinetop-Lakeside*
- Queen Creek*
- Safford
- Sedona*
- Show Low*
- Sierra Vista*
- San Luis
- Somerton*#
- Wellton
- Yuma*#

**Indicates multiple engagements*
#Indicates repeat client currently updating SB 1525 fee study

TischlerBise National Experience

TischlerBise is the national leader in advancing the "state of the practice." For example, TischlerBise pioneered development fees by housing size and/or bedroom count, tiered transportation fee schedules, techniques for mitigating high fees for nonresidential development, and integrating transportation impact fees as part of an overall funding strategy. While every community is unique, this national experience provides invaluable perspective for our clients. A summary of our national development fee experience is shown below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Apache County	◆												
AZ	Apache Junction		◆					◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆			◆		◆		◆	◆	
AZ	Bullhead City		◆					◆		◆			◆	
AZ	Camp Verde	◆						◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆						◆		◆	
AZ	Casa Grande		◆	◆				◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆					◆	◆		◆	
AZ	Coolidge		◆	◆			◆	◆	◆	◆			◆	
AZ	Dewey-Humboldt		◆					◆	◆	◆		◆	◆	
AZ	El Mirage			◆	◆			◆	◆	◆			◆	
AZ	Eloy			◆	◆			◆		◆		◆	◆	
AZ	Flagstaff	◆	◆					◆	◆	◆		◆	◆	
AZ	Gilbert		◆		◆			◆	◆			◆		
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Goodyear		◆	◆	◆			◆	◆	◆		◆		
AZ	Holbrook			◆	◆		◆							
AZ	Lake Havasu City		◆											
AZ	Maricopa	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Navajo County	◆	◆						◆					
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆	◆		
AZ	Pinal County	◆	◆					◆		◆				
AZ	Pinetop-Lakeside		◆					◆		◆	◆		◆	
AZ	Prescott	◆												

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	***Queen Creek***		◆	◆	◆			◆	◆		◆	◆	◆	
AZ	***Safford***			◆	◆									
AZ	***San Luis***		◆	◆	◆	◆		◆	◆	◆				
AZ	***Scottsdale***			◆	◆									
AZ	***Sedona***		◆			◆		◆		◆			◆	
AZ	***Show Low***	◆	◆	◆	◆			◆		◆		◆		
AZ	***Sierra Vista***		◆					◆	◆	◆	◆	◆		
AZ	***Somerton***		◆	◆	◆	◆		◆	◆	◆				
AZ	***Springerville***	◆		◆	◆									
AZ	***Surprise***		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	***Taylor***	◆	◆					◆	◆	◆			◆	
AZ	***Tolleson***	◆	◆	◆	◆	◆		◆	◆				◆	
AZ	***Tucson***		◆											
AZ	***Wellton***		◆	◆	◆	◆		◆	◆	◆				
AZ	***Yuma***		◆	◆		◆		◆	◆	◆	◆		◆	
CA	Avenal		◆	◆		◆	◆	◆	◆	◆		◆		
CA	Banning		◆					◆	◆	◆			◆	
CA	Butte County		◆					◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆				◆				
CA	Clovis			◆										
CA	Corcoran			◆	◆			◆		◆			◆	
CA	El Centro							◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆		◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆				◆		◆	◆			
CA	Hemet		◆			◆		◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆												
CA	Mammoth Lakes		◆			◆		◆		◆	◆		◆	
CA	Maywood	◆												
CA	National City							◆	◆	◆		◆		
CA	Rancho Cucamonga									◆				
CA	Suisun City		◆							◆			◆	
CA	Temecula		◆	◆	◆			◆		◆	◆	◆	◆	
CA	Tulare		◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	
CA	Visalia									◆		◆	◆	
CO	Arapahoe County		◆											
CO	Boulder		◆				◆	◆	◆	◆	◆	◆		

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
CO	Castle Rock		◆			◆	◆	◆	◆	◆		◆		
CO	Colorado Springs		◆											
CO	Eaton			◆	◆		◆		◆	◆		◆		
CO	Erie		◆				◆		◆	◆		◆		
CO	Evans		◆											
CO	Fort Collins		◆											
CO	Greeley		◆	◆				◆	◆					
CO	Johnstown		◆				◆	◆	◆	◆	◆	◆		
CO	Larimer County		◆											
CO	Longmont		◆					◆				◆		
CO	Louisville	◆	◆				◆		◆	◆	◆	◆		
CO	Mead		◆				◆		◆			◆		
CO	Montezuma County		◆											
CO	Pitkin County		◆											
CO	Pueblo		◆											
CO	Steamboat Springs		◆				◆	◆	◆	◆		◆		
CO	Thornton		◆				◆	◆	◆	◆		◆		
CO	Vail		◆											
FL	Islamorada								◆	◆			◆	
FL	Manatee County		◆					◆	◆	◆	◆		◆	◆
FL	Manatee County Schools													◆
FL	Miami	◆						◆	◆	◆	◆		◆	◆
FL	Naples	◆												
FL	North Miami	◆		◆	◆			◆	◆	◆	◆	◆	◆	
FL	Parkland							◆		◆				
FL	Pasco Co. School Board													◆
FL	Port St. Lucie									◆			◆	
FL	Punta Gorda		◆					◆	◆	◆		◆	◆	
FL	South Miami		◆							◆				
FL	Seminole Co. Schools													◆
FL	Stuart		◆					◆	◆	◆			◆	
FL	West Miami			◆				◆		◆			◆	
GA	Effingham County		◆	◆	◆			◆		◆		◆		
GA	Gordon County	◆							◆	◆		◆		
GA	Henry County		◆											
GA	Roswell		◆						◆	◆		◆		

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
ID	Hailey		◆	◆	◆			◆	◆	◆	◆	◆	◆	
ID	Hayden		◆					◆		◆				
ID	Post Falls	◆	◆					◆		◆				
ID	Sandpoint		◆						◆	◆	◆			
ID	Shoshone Co. Fire Dept								◆					
ID	Victor		◆					◆	◆	◆				
LA	Covington			◆	◆									
MD	Carroll County					◆			◆	◆		◆	◆	◆
MD	Charles County		◆							◆				◆
MD	Cecil County		◆					◆	◆				◆	
MD	Dorchester County	◆						◆						◆
MD	Easton	◆	◆					◆	◆	◆			◆	
MD	Frederick		◆											
MD	Frederick County		◆					◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆					◆		◆			◆	
MD	Hampstead				◆			◆		◆				
MT	Belgrade	◆	◆	◆	◆				◆	◆				
MT	Bozeman		◆	◆	◆				◆					
MT	Flathead County		◆						◆					
MT	Florence School District													◆
MT	Gallatin County	◆	◆						◆					
MT	Gallatin Co. Fire Districts								◆					
NC	Orange County									◆	◆			◆
NC	Pasquotank													◆
ND	Minot											◆	◆	
NM	Las Cruces			◆	◆									
NV	North Las Vegas	◆							◆					
NV	Nye County		◆			◆		◆	◆	◆				
NV	Washoe County		◆											
OH	Delaware							◆	◆	◆			◆	
OH	Lebanon		◆							◆				
OH	Pickerington	◆	◆					◆		◆			◆	
OH	Sunbury							◆					◆	
RI	East Greenwich								◆	◆	◆		◆	◆
RI	Middletown			◆				◆	◆	◆			◆	◆
UT	Mapleton			◆	◆	◆			◆	◆	◆			

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
UT	North Logan	◆	◆	◆	◆					◆	◆			
UT	Pleasant Grove	◆	◆	◆	◆			◆	◆	◆				
UT	Sandy City		◆			◆		◆	◆		◆			
UT	Spanish Fork	◆		◆	◆	◆				◆				
UT	West Jordan		◆	◆	◆	◆		◆	◆	◆				
VA	Stafford County		◆											
VA	Suffolk			◆	◆									
WV	Jefferson County							◆	◆	◆			◆	◆
WY	Casper	◆	◆						◆	◆				
WY	Cheyenne		◆					◆	◆	◆			◆	◆

Project Examples/References

The following project descriptions demonstrate our team's recent and vast experience with assignments similar to the scope of services required by the City of San Luis.

City of Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
Project Contact: George Flores, Development Services Director
Phone: (623) 349-6209
E-mail: gflores@buckeyeaz.gov
Date of Performance: 2013 and 2017
TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

TischlerBise is completing an update to the City's SB1525 compliant development fees we completed in 2013. This study includes an update to parks and recreation, library, street, police, fire, water, and wastewater development fees. **Due to Buckeye's acquisition of Global Water, and the complexity of existing development agreements related to this acquisition, Buckeye accelerated its update process.** To account for development agreements related to water and wastewater service throughout Buckeye, which often vary within individual Community Master Plan Areas and 208 Areas, **TischlerBise and Buckeye staff are designing a GIS-based development fee schedule to accurately assess fees at the parcel level.** Buckeye's current (four) water and wastewater service areas are projected to increase to approximately ten to twenty service areas for each type of infrastructure – Buckeye's water and wastewater development agreements do not usually have similar geographic boundaries.

City of Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
Project Contact: Andrew McGarvie, Assistant City Engineer
Phone: (928) 373-5000 Ext. 3044
E-mail: Andrew.mcgarvie@yumaaz.gov
Date of Performance: 2000, 2005, 2011, and 2017
TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

TischlerBise is completing an update to the City's SB1525 compliant development fees, we completed in 2011. This study includes an update to parks and recreation, library, police, fire, and transportation development fees (**this is the fourth time the City has engaged TischlerBise).** The scope of this work effort included developing land use assumptions for the service area(s) where development fees were to be assessed, determining eligible infrastructure projects under the new definition of "necessary public services," and calculating Infrastructure Improvement Plans. As part of this update, TischlerBise examined the feasibility of implementing a tiered transportation development fee structure that is designed to encourage development in the downtown area. Ultimately, the City and TischlerBise agreed this was not a supportable option for a variety of reasons.

City of Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
Project Contact: David Vaca, CIP Manager
Phone: (623) 333-1000
E-mail: dvaca@avondale.org
Date of Performance: 2002 and 2013
TischlerBise Staff: Carson Bise, AICP, Julie Herlands, AICP, and Ben Griffin

The City of Avondale contracted with TischlerBise midway through their SB1525 compliance fee study in 2013 after parting ways with their contracted consulting firm. Since TischlerBise has a substantial staff devoted to its development fee practice, we were able the immediately bring the necessary resources to bear in order salvage the work effort and successfully compete the assignment in order to meet the City's deadline. This study included preparing Infrastructure Improvements Plan and associated development fees for the following necessary public services: General Government, Library, Parks and Recreational, Fire, Police, Streets, Water and Wastewater.

City of Tempe, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
Project Contact: Julie Hietter, Public Works Manager
Phone: (480) 350-8371
E-mail: julie_hietter@tempe.gov
Date of Performance: 2014 and 2017
TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

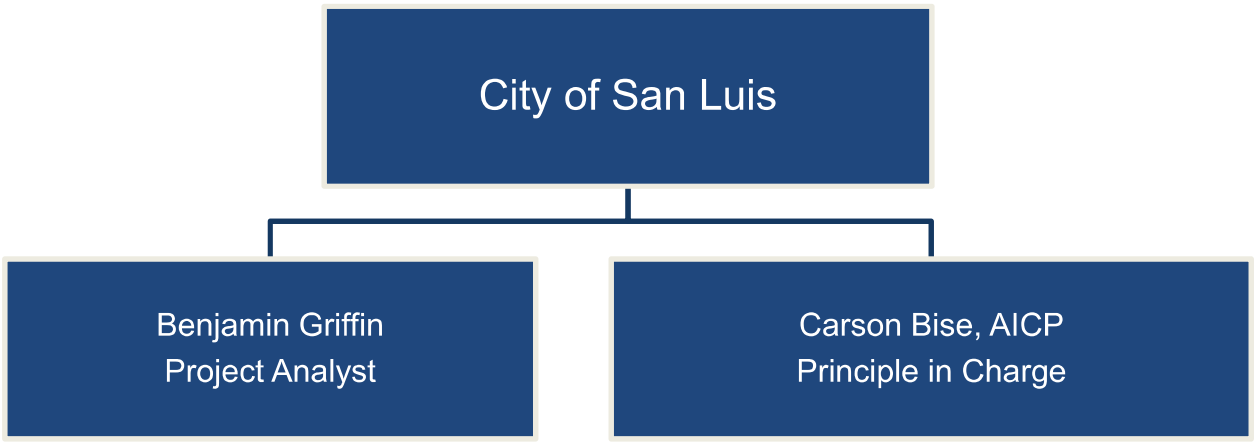
The City of Tempe hired TischlerBise in 2013 to prepare SB1525 compliant Land Use Assumptions, Infrastructure Improvements Plan and Development Fee Study for Police, Libraries, Streets, Fire and Parks. As part of this effort, TischlerBise prepared several iterations of the fees (e.g., plan-based versus incremental expansion) for the City's consideration. A primary consideration as part of this assignment was the City ability to fund the operating expenses associated with various planned facilities. TischlerBise also prepared the residential fees using a progressive fee structure (e.g., fees vary by size of house),

which helps with housing equity and affordability issues. **TischlerBise was recently retained to update the Streets fees as well as redo the existing Water and Wastewater development fees**.

Section 3: **Staff Qualifications and Experience**

Consulting Team Roles and Responsibilities

To successfully navigate your Infrastructure Improvements Plan and Development Fee Study, the consultant must possess specific, detailed and customized knowledge of not only the technical analysis, but the context of the development fee structures and implementation in achieving City fiscal, economic, transportation and land use policies goals. Our proposed Project Team of Carson Bise, AICP and Benjamin Griffin has unsurpassed experience performing projects requiring the same expertise as that needed to serve the City of San Luis. Our Project Team brings over 35 years of development fee calculation, infrastructure finance, demographic and market analysis, and development fee implementation experience to the City's assignment. In summary, our Principal in Charge and Project Manager are considered national thought leaders in the areas of impact fees, exactions, infrastructure finance, impact fee program administration, and implementation. The organizational chart below shows our project team for this assignment.



Carson Bise, AICP, President of TischlerBise, will serve as Principal-In-Charge and coordinate our Project Team's interaction with the City of San Luis to ensure that all work is completed properly, on time, and within budget. He will work closely with Benjamin Griffin, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Benjamin Griffin, Senior Fiscal/Economic Analyst, has been selected as Project Manager for this project because of his substantial experience preparing development fees and financing strategies, as well as his strong project management skills. Mr. Griffin will be responsible for controlling the work in progress, providing feedback to project team members and staff, and will be responsible for the technical requirements of the project. Mr. Griffin has been with TischlerBise for five years and is the Project Manager for our current Land Use Assumptions, IIP and Development Fee studies in Casa Grande, Tempe and Buckeye.

Consulting Team Resumes

L. Carson Bise, II, AICP, President

Mr. Bise has 25 years of fiscal, economic and planning experience, and **has conducted fiscal and infrastructure finance evaluations in 37 states.** Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 250 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. In his seven years as a planner at the local government level he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners* published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards* also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Town of Camp Verde, Arizona – *Impact Fee Study*
- City of Coolidge, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Eloy, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Flagstaff, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Town of Payson, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Town of Pinetop-Lakeside, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Safford, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of San Luis, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Somerton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Town of Wellton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Avenal, California – *Impact Fee Study*

- City of National City, California – *Impact Fee Study*
- City of Temecula, California – *Impact Fee Study*
- City of Tulare, California – *Impact Fee Study*
- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- City of Evans, Colorado – *Impact Fee Study*
- City of Greeley, Colorado – *Impact Fee Study*
- City of Longmont, Colorado – *Impact Fee Study*
- City of Louisville, Colorado – *Impact Fee Study*
- City of Steamboat Springs, Colorado – *Impact Fee Study*
- City of Thornton, Colorado – *Impact Fee Study*
- Town of Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- City of North Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- City of Hagerstown, Maryland – *Impact Fee Study*
- Town of Hampstead, Maryland – *Impact Fee Study*
- City of Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Gallatin Canyon/Big Sky, Montana – *Capital Improvement and Funding Plan*
- City of Great Falls, Montana – *Impact Fee Feasibility Study*
- City of Las Cruces, New Mexico – *Water and Sewer Impact Fee Study*

EDUCATION

M.B.A., Economics, Shenandoah University
B.S., Geography/Urban Planning, East Tennessee State University
B.S., Political Science/Urban Studies, East Tennessee State University

PUBLICATIONS

- "Next Generation Transportation Impact Fees," American Planning Association, Planners Advisory Service.
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.

Benjamin Griffin, Senior Fiscal/Economic Analyst

Benjamin Griffin is a Senior Fiscal and Economic Analyst at TischlerBise and has 6 years of experience, specializing in development fees, fiscal impact analysis and economic development planning. Prior to

joining TischlerBise, Mr. Griffin worked on real estate and economic development projects for the New Orleans Business Alliance. During this time, he conducted field surveys to determine the economic health of key retail corridors, researched real estate development projects, and analyzed economic development initiatives. Prior to his real estate and economic development experience, Mr. Griffin worked with the New Orleans Redevelopment Authority, where he gained experience in performance-based funding sources, title clearance, and GIS. This position provided practical experience with issues concerning the redevelopment process, title clearance of properties received and acquired through various means, and analysis of property data for redevelopment projects. Mr. Griffin also possesses professional experience with the Jefferson Parish Planning Department, where he worked in the Current Planning Division.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Maricopa, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Tempe, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- City of Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinal County, Arizona – *Development Fee Study*
- City of Lemoore, California – *Development Fee Study*
- City of Tulare, California – *Development Fee Study*
- City of Boulder, Colorado – *Impact Fee Study*
- City of Durango, Colorado – *Housing and Transit Linkage Fees*
- City of Erie, Colorado – *Impact Fee Study*
- City of Louisville, Colorado – *Development Fee Study*
- Town of Mead, Colorado – *Impact Fee Study*
- City of Coral Gables, Florida – *Impact Fee Study*
- Village of Islamorada, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- Manatee County School District, Florida – *Impact Fee Study*
- City of Covington, Louisiana – *Impact Fee Study*
- City of Sandy, Utah – *Impact Fee Study*
- City of West Jordan, Utah – *Impact Fee Study*

EDUCATION

Master of Urban and Regional Planning, Economic Development, University of New Orleans
Bachelor of Business Administration, Finance, University of Mississippi

Section 4: **Project Understanding and Approach**

Project Approach

Development fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the City. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development. In practice, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating development fees and how those methods can be applied.

Plan-Based Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate a development fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized arterial roadway is an example.

Incremental Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An

incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.

Growth Projections and Demographic Trends. Projecting future residential and nonresidential development is more difficult now than in the past due to the lingering effects of the Great Recession. This is compounded by shifting trends in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the IIP and development fee calculations.** This includes both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase the City's financial exposure, if projected development fee revenue is less than expected.

Work Scope

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss City staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City of San Luis
- Review and refine work plan and schedule
- Discuss current and previous work efforts related to this topic
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any major relevant policy issues

Meetings:

One (1) on-site visit to meet with City project management team/City staff as appropriate.

Deliverables:

Data request memorandum.

TASK 2: DEVELOP LAND USE ASSUMPTIONS

TischlerBise will review and update annual projections of population, employment, housing, commercial, industrial and other nonresidential square footage data for at least fifteen (15) years for utilities and ten (10) year for all other development fee categories. The Consultant will prepare a memorandum discussing the recommended land use projections (Land Use Assumptions Document) that will serve as the basis for the IIP and development impact fee schedule. TischlerBise will prepare a plan that includes

projections of changes in land uses, densities, intensities, and population for a specific service area. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings:

Discussions with the Department of Planning and Zoning will be held as part of Task 1, as well as conference calls as needed.

Deliverables:

TischlerBise will prepare a draft technical memorandum discussing the recommended Land Use Assumptions. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Development Fee Report.

TASK 3: ASCERTAIN DEMAND FACTORS AND LEVELS-OF-SERVICE FOR "NECESSARY PUBLIC SERVICES"

Communities in Arizona may assess development fees for "necessary public services" which have a useful life of more than three years and that are owned and operated on behalf of the City and within the incorporated boundary.

There are several important subtasks that are outlined below:

- **Proportionate Share** – Determine the proportionate share of the cost of "necessary public services," based on service units needed to provide such services to new development.
- **Determine Existing Levels-of-Service** – The costs for the "necessary public services" required to serve new development are based on the same level-of-service being provided to existing development in the service area. We will determine the existing level-of-service by conducting onsite interviews, evaluating the appropriate studies, and analyzing relevant local data. These onsite interviews will also include discussions about and defining of the infrastructure components to be included in the IIP and development fees.
- **Determine Service Areas** – Specify the area(s) within the City's boundaries in which development will be served by the "necessary public services" or facility expansions and that a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the IIP.

The above subtasks will enable us to ensure that three important development fee requirements are met, collectively referred to as rational nexus requirements: demonstration of impact, benefit, and proportionality.

Meetings:

Two (2) meetings with City staff to discuss capital facility needs and levels-of-service.

Deliverables:

Technical Memorandum Discussing Recommended Service Areas by Fee Category (if applicable).

TASK 4: IDENTIFY CAPITAL NEEDS AND COSTS

This task will determine the relevant capital needs and costs due to growth.

1) **Long-Range Capital Need** – TischlerBise will focus on relevant documents such as the General Plan, any relevant master plans, the current Capital Improvements Plan, and other mapping and data that is available. Discussions will aim not only to understand the specific costs, but also to assess the size and scope of projects and whether capital facility needs are due to normal replacement, catch-up, or new demand.
2) **Service Units** – TischlerBise will define the standardized measures of consumption, use, or generation attributable to an individual unit of development for each category of "necessary public services" or facility expansions.
3) **Review Cost Estimates** – TischlerBise will review the costs of infrastructure improvements, real property, financing, engineering, and architectural services associated with the "necessary public services" to be included in the IIP and development fees.
4) **Financing Costs** – TischlerBise will identify projected interest charges and other financial costs which are to be used for repayment of principal and interest of debt used to finance construction of "necessary public services" identified in the IIP.
5) **Identify Ineligible Costs** – TischlerBise will identify costs that are not eligible for inclusion in the IIP and development fees. Ineligible costs include projects not included in the IIP; repair, maintenance, or operation of existing facilities; projects which serve existing development in order to meet stricter regulatory requirements; projects which provide a higher level-of-service to existing development; and administrative, maintenance, and operating costs.

As part of calculating the fee, costs for infrastructure improvements, real property, financing, engineering, and architectural services will be considered. TischlerBise will consider all of these components in developing an equitable allocation of costs.

Meetings:

Two (2) meetings with City staff.

Deliverables:

See Task 7.

TASK 5: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of "credits" is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the development fee study.

Deliverables:

Memoranda as appropriate. See Task 10.

TASK 6: DISCUSS PRELIMINARY METHODOLOGIES AND POLICY OPTIONS

The requirement that development fees be based on an IIP does not equate to a requirement that only the plan-based methodology can be used in the calculations. The IIP can reflect the past capacity investments in infrastructure that will be repaid by new development with development fee revenue. Likewise, the City can plan to provide new development the same level-of-service being currently provided to existing development.

TischlerBise will evaluate different allocation methodologies for each IIP and development fee component to determine which methodology is the most appropriate measure of the demand created by new development. These methodologies include:

Cost Recovery Methodology – This methodology is best suited for infrastructure which has already been built and has excess capacity available to be utilized for new development.

Incremental Expansion Methodology – Under this approach, new development will receive the current level-of-service being provided to existing development by the existing inventory of infrastructure.

Plan-Based Methodology – This methodology primarily evaluates the CIP for new development's proportionate share of planned capital projects. It is important to note, however, that CIP's are often fiscally constrained and may not reflect the true requirements of new development. TischlerBise will therefore also evaluate master plans for different categories of infrastructure.

This comprehensive approach and consideration of alternative methodologies will allow maximization of the development fees. TischlerBise to prepare draft levels-of-service tables and methodology recommendations for each infrastructure category and component. We will discuss this information with City staff to ensure understanding and acceptance. Policy alternatives will be discussed as appropriate. This should help ensure "sign-off" and prevent time delays in finalizing the analysis.

Meetings:

One (1) meeting with City staff and elected officials (if desired) to discuss and explain the preliminary findings, assumptions, and results.

Deliverables:

TischlerBise will prepare a "story board" for staff review and comment detailing proposed levels-of-service, cost estimates, service areas, credits and recommended calculation methodologies.

TASK 7: PREPARE DRAFT INFRASTRUCTURE IMPROVEMENT PLAN (IIP)

In this task, TischlerBise's qualified professionals will prepare an IIP using generally accepted engineering and planning practices for each "necessary public service" for which a development fee can be assessed. Development of the IIP will include the following subtasks:

- **Reserve Capacity** – The IIP will identify infrastructure capacity to be reserved to serve future development.

- **Description of Existing Necessary Public Services in the Service Area(s)** – The IIP will include a description of the existing "necessary public services" in the service area(s) and the costs to upgrade, update, improve, expand, correct, or replace those services to meet existing needs and usage and stricter safety, efficiency, environmental, and regulatory standards.
- **Analysis of Total Capacity** – The IIP will identify the current usage and commitments for usage of capacity of the existing "necessary public services."
- **Description of "Necessary Public Services" Attributable to New Development** – The IIP will describe all parts of the "necessary public services" of facility expansions and their costs necessitated by and attributable to development in the service area(s) based on the approved land use assumptions. Cost forecasts will include the costs of infrastructure improvements, real property, financing, engineering, and architectural services.
- **Equivalency/Conversion Table** – The IIP will include a table establishing the specific level or quantity of use, consumption, or generation of a service unit for each category of "necessary public services" or facility expansions. The table will include the ratio of a service unit to various types of residential, commercial, and industrial land uses.
- **Projected Service Units** – The IIP will include the total number of projected service units necessitated by and attributable to new development in the service area(s), based on the approved land use assumptions.
- **Projected Demand for Necessary Public Services** – The IIP will include a ten-year projection of the demand for "necessary public services" or facility expansions required by new service units.
- **Forecast of Non-Development Fee Revenues from New Service Units** – The IIP will forecast revenues other than development fees generated by new service units, such as state-shared revenue, highway user revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes, and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions. This subtask will include a plan to include these contributions in determining the extent of the burden created by new development.

These subtasks will result in a written plan that identifies each "necessary public service" or facility expansion that is to be the subject of a development fee and complies with the requirements of State law.

Meetings:

None.

Deliverables:

Draft Infrastructure Improvement Plan.

TASK 8: CONDUCT FUNDING AND CASH FLOW ANALYSIS; ESTIMATE ANNUAL OPERATING COSTS

In order to prepare a meaningful IIP, it is important to evaluate the anticipated funding sources. In this task, TischlerBise will prepare a ten-year cash flow analysis. This calculation will allow the City to better

understand the revenue potential of the development fees and the amount which would be needed if the fees were discounted. It will also provide a good understanding of the cash flow needed to cover the infrastructure costs for new development. The cash flow analysis will indicate whether additional funds might be needed or whether the IIP might need to be altered. This could also affect the total credits calculated in the previous task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs. Development fee revenues can only be spent on capital projects that add capacity. Operating and maintenance costs associated with these capital improvements will have to be funded from other revenue sources, mostly likely from the General Fund. To estimate the annual operational and maintenance costs of the projected infrastructure, TischlerBise will utilize several data sources, including:

- Most recently adopted operating budget.
- Most recently adopted CIP.
- Capital project/program submittal sheets from departments.

Meetings:

None.

Deliverables:

See Task 10.

TASK 9: COMPLETE DEVELOPMENT FEE METHODOLOGY AND CALCULATIONS

The completion of the previous task will enable the development fee methodology and calculations to be finalized. TischlerBise will calculate the maximum justifiable fee for commercial, residential, and industrial development that can be charged and conform to fee requirements.

Meetings:

None.

Deliverables:

Draft Development Fee Report.

TASK 10: PREPARE FINAL LAND USE ASSUMPTIONS, IIP AND DEVELOPMENT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a written report for the City that summarizes the need for development fees for the “necessary public services” category and the relevant methodologies employed, as well as documentation for all assumptions and cost factors. The report will include at a minimum the following information:

- Executive Summary.
- A detailed description of the methodologies used during the study.
- A detailed description of all level-of-service standards and cost factors used and accompanying rationale.
- An IIP spanning a maximum ten-year planning horizon (15-year for utilities), listing projects, costs, timing, and financing.
- A detailed schedule of all proposed fees listed by land use type and activity.

- Other information which adequately explains and justifies the resulting recommended fee schedule.
- A ten-year cash flow analysis of development fees and estimate of operating costs.

Meetings:

Two (2) presentations/worksessions with the City Council to present and discuss final and Use Assumptions, Development Fee Report and IIP as part of the legislatively required adoption process.

Deliverables:

Final Land Use Assumptions, IIP and Development Fee Report and presentation materials for meetings.

Section 5: **Project Schedule**

The table below indicates our proposed schedule for this assignment. Given that both TischlerBise and the City have navigated an SB1525 fee study previously, we have found with other clients, the second update doesn't take as long given the previous experience under the new law. Completion of the Final Reports in by late September should provide enough lead time for a timely adoption.

PROPOSED SCHEDULE- LAND USE ASSUMPTIONS, IIP AND DEVELOPMENT FEE STUDY

Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation	February, 2018	1	Data Request Memorandum
Task 2: Develop Land Use Assumptions	February - March, 2018	1*	Land Use Assumptions Document
Task 3: Ascertain Demand Factors and Levels-of-Service for "Necessary Public Services"	March - April, 2018	2	Technical Memorandum Discussing Recommended Service Areas by Fee Category
Task 4: Identify Capital Needs and Costs	March - June, 2018	2*	See Task 7
Task 5: Determine Need for Credits	June, 2018	0	See Task 10
Task 6: Discuss Preliminary Methodologies and Policy Options	June, 2018	1	"Storyboard" Presention Outlining Preliminary Methodologies and Policy Options
Task 7: Prepare Draft Infrastructure Improvement Plan	June - July, 2018	0	Draft Infrastructure Improvement Plan
Task 8: Conduct Funding and Cash Flow Analysis; Estimate Annual Operating Costs	July, 2018	0	See Task 10
Task 9: Complete Development Fee Methodologies and Calculations	August, 2018	0	Draft Development Fee Report
Task 10: Prepare Final Land Use Assumptions, IIP and Development Fee Report	September, 2018	3	Final Land Use Assumptions, IIP and Development Fee Reports

*In several cases it is assumed meetings are held with multiple departments over one (1) trip.

Section 6: **Fee Schedule**

The table below indicates the fixed fee consulting costs for this assignment. TischlerBise invoices monthly on a percentage complete basis.

PROPOSED FEE - DEVELOPMENT FEE STUDY				
Project Team Member:	**Bise**	**Griffin**	**Total**	
Hourly Rate*	**$200**	**$165**	**Hours**	**Cost**
Task 1: Project Initiation	8	8	16	$2,920
Task 2: Develop Land Use Assumptions	6	32	38	$6,480
Task 3: Ascertain Demand Factors and Levels-of-Service for "Necessary Public Services"	8	36	44	$7,540
Task 4: Identify Capital Needs and Costs	12	48	60	$10,320
Task 5: Determine Need for Credits	4	8	12	$2,120
Task 6: Discuss Preliminary Methodologies and Policy Options	16	20	36	$6,500
Task 7: Prepare Draft Infrastructure Improvement Plan	8	60	68	$11,500
Task 8: Conduct Funding and Cash Flow Analysis; Estimate Annual Operating Costs	4	16	20	$3,440
Task 9: Complete Development Fee Methodologies and Calculations	6	32	38	$6,480
Task 10: Prepare Final Land Use Assumptions, IIP and Development Fee Report	12	24	36	$6,360
Subtotal	***76***	***276***	***352***	***$60,740***
Expenses:				***$5,800***
Total Cost:				**$66,540**

TischlerBise

FISCAL | ECONOMIC | PLANNING

Principal Office
4701 Sangamore Road, Suite S240 |
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f) |
carson@tischlerbise.com



Arizona Revised Statutes Annotated
Title 9. Cities and Towns
Chapter 4. General Powers
Article 6.2. Municipal Subdivision Regulations (Refs & Annos)

A.R.S. § 9-463.05

§ 9-463.05. Development fees; imposition by cities and towns; infrastructure improvements plan; annual report; advisory committee; limitation on actions; definitions

Effective: January 1, 2012

Currentness

A. A municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan.

B. Development fees assessed by a municipality under this section are subject to the following requirements:

1. Development fees shall result in a beneficial use to the development.

2. The municipality shall calculate the development fee based on the infrastructure improvements plan adopted pursuant to this section.

3. The development fee shall not exceed a proportionate share of the cost of necessary public services, based on service units, needed to provide necessary public services to the development.

4. Costs for necessary public services made necessary by new development shall be based on the same level of service provided to existing development in the service area.

5. Development fees may not be used for any of the following:

(a) Construction, acquisition or expansion of public facilities or assets other than necessary public services or facility expansions identified in the infrastructure improvements plan.

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

(b) Repair, operation or maintenance of existing or new necessary public services or facility expansions.

(c) Upgrading, updating, expanding, correcting or replacing existing necessary public services to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.

(d) Upgrading, updating, expanding, correcting or replacing existing necessary public services to provide a higher level of service to existing development.

(e) Administrative, maintenance or operating costs of the municipality.

6. Any development for which a development fee has been paid is entitled to the use and benefit of the services for which the fee was imposed and is entitled to receive immediate service from any existing facility with available capacity to serve the new service units if the available capacity has not been reserved or pledged in connection with the construction or financing of the facility.

7. Development fees may be collected if any of the following occurs:

(a) The collection is made to pay for a necessary public service or facility expansion that is identified in the infrastructure improvements plan and the municipality plans to complete construction and to have the service available within the time period established in the infrastructure improvement plan, but in no event longer than the time period provided in subsection H, paragraph 3 of this section.

(b) The municipality reserves in the infrastructure improvements plan adopted pursuant to this section or otherwise agrees to reserve capacity to serve future development.

(c) The municipality requires or agrees to allow the owner of a development to construct or finance the necessary public service or facility expansion and any of the following apply:

(i) The costs incurred or money advanced are credited against or reimbursed from the development fees otherwise due from a development.

(ii) The municipality reimburses the owner for those costs from the development fees paid from all developments that will use those necessary public services or facility expansions.

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

(iii) For those costs incurred the municipality allows the owner to assign the credits or reimbursement rights from the development fees otherwise due from a development to other developments for the same category of necessary public services in the same service area.

8. Projected interest charges and other finance costs may be included in determining the amount of development fees only if the monies are used for the payment of principal and interest on the portion of the bonds, notes or other obligations issued to finance construction of necessary public services or facility expansions identified in the infrastructure improvements plan.

9. Monies received from development fees assessed pursuant to this section shall be placed in a separate fund and accounted for separately and may only be used for the purposes authorized by this section. Monies received from a development fee identified in an infrastructure improvements plan adopted or updated pursuant to subsection D of this section shall be used to provide the same category of necessary public services or facility expansions for which the development fee was assessed and for the benefit of the same service area, as defined in the infrastructure improvements plan, in which the development fee was assessed. Interest earned on monies in the separate fund shall be credited to the fund.

10. The schedule for payment of fees shall be provided by the municipality. Based on the cost identified in the infrastructure improvements plan, the municipality shall provide a credit toward the payment of a development fee for the required or agreed to dedication of public sites, improvements and other necessary public services or facility expansions included in the infrastructure improvements plan and for which a development fee is assessed, to the extent the public sites, improvements and necessary public services or facility expansions are provided by the developer. The developer of residential dwelling units shall be required to pay development fees when construction permits for the dwelling units are issued, or at a later time if specified in a development agreement pursuant to § 9-500.05. If a development agreement provides for fees to be paid at a time later than the issuance of construction permits, the deferred fees shall be paid no later than fifteen days after the issuance of a certificate of occupancy. The development agreement shall provide for the value of any deferred fees to be supported by appropriate security, including a surety bond, letter of credit or cash bond.

11. If a municipality requires as a condition of development approval the construction or improvement of, contributions to or dedication of any facilities that were not included in a previously adopted infrastructure improvements plan, the municipality shall cause the infrastructure improvements plan to be amended to include the facilities and shall provide a credit toward the payment of a development fee for the construction, improvement, contribution or dedication of the facilities to the extent that the facilities will substitute for or otherwise reduce the need for other similar facilities in the infrastructure improvements plan for which development fees were assessed.

12. The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.

13. If development fees are assessed by a municipality, the fees shall be assessed against commercial, residential and industrial development, except that the municipality may distinguish between different categories of residential, commercial and industrial development in assessing the costs to the municipality of providing necessary public services to new development and in determining the amount of the development fee applicable to the category of development. If a municipality agrees to waive any of the development fees assessed on a development, the municipality shall reimburse the appropriate development fee accounts for the amount that was waived. The municipality shall provide notice of any such waiver to the advisory committee established pursuant to subsection G of this section within thirty days.

14. In determining and assessing a development fee applying to land in a community facilities district established under title 48, chapter 4, article 6,[1] the municipality shall take into account all public infrastructure provided by the district and capital costs paid by the district for necessary public services and shall not assess a portion of the development fee based on the infrastructure or costs.

C. A municipality shall give at least thirty days' advance notice of intention to assess a development fee and shall release to the public and post on its website or the website of an association of cities and towns if a municipality does not have a web site a written report of the land use assumptions and infrastructure improvements plan adopted pursuant to subsection D of this section. The municipality shall conduct a public hearing on the proposed development fee at any time after the expiration of the thirty day notice of intention to assess a development fee and at least thirty days before the scheduled date of adoption of the fee by the governing body. Within sixty days after the date of the public hearing on the proposed development fee, a municipality shall approve or disapprove the imposition of the development fee. A municipality shall not adopt an ordinance, order or resolution approving a development fee as an emergency measure. A development fee assessed pursuant to this section shall not be effective until seventy-five days after its formal adoption by the governing body of the municipality. Nothing in this subsection shall affect any development fee adopted before July 24, 1982.

D. Before the adoption or amendment of a development fee, the governing body of the municipality shall adopt or update the land use assumptions and infrastructure improvements plan for the designated service area. The municipality shall conduct a public hearing on the land use assumptions and infrastructure improvements plan at least thirty days before the adoption or update of the plan. The municipality shall release the plan to the public, post the plan on its website or the website of an association of cities and towns if the municipality does not have a website, including in the posting its land use assumptions, the time period of the projections, a description of the necessary public services included in the infrastructure improvements plan and a map of the service area to which the land use assumptions apply, make available to the public the documents used to prepare the assumptions and plan and provide public notice at least sixty days before the public hearing, subject to the following:

1. The land use assumptions and infrastructure improvements plan shall be approved or disapproved within sixty days after the public hearing on the land use assumptions and infrastructure improvements plan and at least thirty days before the public hearing on the report required by subsection C of this section. A municipality shall not adopt an ordinance, order or resolution approving the land use assumptions or infrastructure improvements plan as an emergency measure.

2. An infrastructure improvements plan shall be developed by qualified professionals using generally accepted engineering and planning practices pursuant to subsection E of this section.

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

3. A municipality shall update the land use assumptions and infrastructure improvements plan at least every five years. The initial five year period begins on the day the infrastructure improvements plan is adopted. The municipality shall review and evaluate its current land use assumptions and shall cause an update of the infrastructure improvements plan to be prepared pursuant to this section.

4. Within sixty days after completion of the updated land use assumptions and infrastructure improvements plan, the municipality shall schedule and provide notice of a public hearing to discuss and review the update and shall determine whether to amend the assumptions and plan.

5. A municipality shall hold a public hearing to discuss the proposed amendments to the land use assumptions, the infrastructure improvements plan or the development fee. The land use assumptions and the infrastructure improvements plan, including the amount of any proposed changes to the development fee per service unit, shall be made available to the public on or before the date of the first publication of the notice of the hearing on the amendments.

6. The notice and hearing procedures prescribed in paragraph 1 of this subsection apply to a hearing on the amendment of land use assumptions, an infrastructure improvements plan or a development fee. Within sixty days after the date of the public hearing on the amendments, a municipality shall approve or disapprove the amendments to the land use assumptions, infrastructure improvements plan or development fee. A municipality shall not adopt an ordinance, order or resolution approving the amended land use assumptions, infrastructure improvements plan or development fee as an emergency measure.

7. The advisory committee established under subsection G of this section shall file its written comments on any proposed or updated land use assumptions, infrastructure improvements plan and development fees before the fifth business day before the date of the public hearing on the proposed or updated assumptions, plan and fees.

8. If, at the time an update as prescribed in paragraph 3 of this subsection is required, the municipality determines that no changes to the land use assumptions, infrastructure improvements plan or development fees are needed, the municipality may as an alternative to the updating requirements of this subsection publish notice of its determination on its website and include the following:

(a) A statement that the municipality has determined that no change to the land use assumptions, infrastructure improvements plan or development fee is necessary.

(b) A description and map of the service area in which an update has been determined to be unnecessary.

(c) A statement that by a specified date, which shall be at least sixty days after the date of publication of the first notice, a person may make a written request to the municipality requesting that the land use assumptions, infrastructure improvements plan or development fee be updated.

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

(d) A statement identifying the person or entity to whom the written request for an update should be sent.

9. If, by the date specified pursuant to paragraph 8 of this subsection, a person requests in writing that the land use assumptions, infrastructure improvements plan or development fee be updated, the municipality shall cause, accept or reject an update of the assumptions and plan to be prepared pursuant to this subsection.

10. Notwithstanding the notice and hearing requirements for adoption of an infrastructure improvements plan, a municipality may amend an infrastructure improvements plan adopted pursuant to this section without a public hearing if the amendment addresses only elements of necessary public services in the existing infrastructure improvements plan and the changes to the plan will not, individually or cumulatively with other amendments adopted pursuant to this subsection, increase the level of service in the service area or cause a development fee increase of greater than five per cent when a new or modified development fee is assessed pursuant to this section. The municipality shall provide notice of any such amendment at least thirty days before adoption, shall post the amendment on its website or on the website of an association of cities and towns if the municipality does not have a website and shall provide notice to the advisory committee established pursuant to subsection G of this section that the amendment complies with this subsection.

E. For each necessary public service that is the subject of a development fee, the infrastructure improvements plan shall include:

1. A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.

2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.

3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.

5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.

6. The projected demand for necessary public services or facility expansions required by new service units for a period not to

exceed ten years.

7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.

F. A municipality's development fee ordinance shall provide that a new development fee or an increased portion of a modified development fee shall not be assessed against a development for twenty-four months after the date that the municipality issues the final approval for a commercial, industrial or multifamily development or the date that the first building permit is issued for a residential development pursuant to an approved site plan or subdivision plat, provided that no subsequent changes are made to the approved site plan or subdivision plat that would increase the number of service units. If the number of service units increases, the new or increased portion of a modified development fee shall be limited to the amount attributable to the additional service units. The twenty-four month period shall not be extended by a renewal or amendment of the site plan or the final subdivision plat that was the subject of the final approval. The municipality shall issue, on request, a written statement of the development fee schedule applicable to the development. If, after the date of the municipality's final approval of a development, the municipality reduces the development fee assessed on development, the reduced fee shall apply to the development.

G. A municipality shall do one of the following:

1. Before the adoption of proposed or updated land use assumptions, infrastructure improvements plan and development fees as prescribed in subsection D of this section, the municipality shall appoint an infrastructure improvements advisory committee, subject to the following requirements:

(a) The advisory committee shall be composed of at least five members who are appointed by the governing body of the municipality. At least fifty per cent of the members of the advisory committee must be representatives of the real estate, development or building industries, of which at least one member of the committee must be from the home building industry. Members shall not be employees or officials of the municipality.

(b) The advisory committee shall serve in an advisory capacity and shall:

(i) Advise the municipality in adopting land use assumptions and in determining whether the assumptions are in conformance with the general plan of the municipality.

(ii) Review the infrastructure improvements plan and file written comments.

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

(iii) Monitor and evaluate implementation of the infrastructure improvements plan.

(iv) Every year file reports with respect to the progress of the infrastructure improvements plan and the collection and expenditures of development fees and report to the municipality any perceived inequities in implementing the plan or imposing the development fee.

(v) Advise the municipality of the need to update or revise the land use assumptions, infrastructure improvements plan and development fee.

(c) The municipality shall make available to the advisory committee any professional reports with respect to developing and implementing the infrastructure improvements plan.

(d) The municipality shall adopt procedural rules for the advisory committee to follow in carrying out the committee's duties.

2. In lieu of creating an advisory committee pursuant to paragraph 1 of this subsection, provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees. An audit pursuant to this paragraph shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan. The audit shall review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee. The municipality shall post the findings of the audit on the municipality's website or the website of an association of cities and towns if the municipality does not have a website and shall conduct a public hearing on the audit within sixty days of the release of the audit to the public.

H. On written request, an owner of real property for which a development fee has been paid after July 31, 2014 is entitled to a refund of a development fee or any part of a development fee if:

1. Pursuant to subsection B, paragraph 6 of this section, existing facilities are available and service is not provided.

2. The municipality has, after collecting the fee to construct a facility when service is not available, failed to complete construction within the time period identified in the infrastructure improvements plan, but in no event later than the time period specified in paragraph 3 of this subsection.

3. For a development fee other than a development fee for water or wastewater facilities, any part of the development fee is not spent as authorized by this section within ten years after the fee has been paid or, for a development fee for water or waste water facilities, any part of the development fee is not spent as authorized by this section within fifteen years after the fee has been paid.

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

I. If the development fee was collected for the construction of all or a portion of a specific item of infrastructure, and on completion of the infrastructure the municipality determines that the actual cost of construction was less than the forecasted cost of construction on which the development fee was based and the difference between the actual and estimated cost is greater than ten per cent, the current owner may receive a refund of the portion of the development fee equal to the difference between the development fee paid and the development fee that would have been due if the development fee had been calculated at the actual construction cost.

J. A refund shall include any interest earned by the municipality from the date of collection to the date of refund on the amount of the refunded fee. All refunds shall be made to the record owner of the property at the time the refund is paid. If the development fee is paid by a governmental entity, the refund shall be paid to the governmental entity.

K. A development fee that was adopted before January 1, 2012 may continue to be assessed only to the extent that it will be used to provide a necessary public service for which development fees can be assessed pursuant to this section and shall be replaced by a development fee imposed under this section on or before August 1, 2014. Any municipality having a development fee that has not been replaced under this section on or before August 1, 2014 shall not collect development fees until the development fee has been replaced with a fee that complies with this section. Any development fee monies collected before January 1, 2012 remaining in a development fee account:

1. Shall be used towards the same category of necessary public services as authorized by this section.

2. If development fees were collected for a purpose not authorized by this section, shall be used for the purpose for which they were collected on or before January 1, 2020, and after which, if not spent, shall be distributed equally among the categories of necessary public services authorized by this section.

L. A moratorium shall not be placed on development for the sole purpose of awaiting completion of all or any part of the process necessary to develop, adopt or update development fees.

M. In any judicial action interpreting this section, all powers conferred on municipal governments in this section shall be narrowly construed to ensure that development fees are not used to impose on new residents a burden all taxpayers of a municipality should bear equally.

N. Each municipality that assesses development fees shall submit an annual report accounting for the collection and use of the fees for each service area. The annual report shall include the following:

1. The amount assessed by the municipality for each type of development fee.

2. The balance of each fund maintained for each type of development fee assessed as of the beginning and end of the fiscal year.

3. The amount of interest or other earnings on the monies in each fund as of the end of the fiscal year.

4. The amount of development fee monies used to repay:

(a) Bonds issued by the municipality to pay the cost of a capital improvement project that is the subject of a development fee assessment, including the amount needed to repay the debt service obligations on each facility for which development fees have been identified as the source of funding and the time frames in which the debt service will be repaid.

(b) Monies advanced by the municipality from funds other than the funds established for development fees in order to pay the cost of a capital improvement project that is the subject of a development fee assessment, the total amount advanced by the municipality for each facility, the source of the monies advanced and the terms under which the monies will be repaid to the municipality.

5. The amount of development fee monies spent on each capital improvement project that is the subject of a development fee assessment and the physical location of each capital improvement project.

6. The amount of development fee monies spent for each purpose other than a capital improvement project that is the subject of a development fee assessment.

O. Within ninety days following the end of each fiscal year, each municipality shall submit a copy of the annual report to the city clerk and post the report on the municipality's website or the website of an association of cities and towns if the municipality does not have a website. Copies shall be made available to the public on request. The annual report may contain financial information that has not been audited.

P. A municipality that fails to file the report and post the report on the municipality's website or the website of an association of cities and towns if the municipality does not have a website as required by this section shall not collect development fees until the report is filed and posted.

Q. Any action to collect a development fee shall be commenced within two years after the obligation to pay the fee accrues.

R. A municipality may continue to assess a development fee adopted before January 1, 2012 for any facility that was financed before June 1, 2011 if:

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.

2. After August 1, 2014, any development fees collected under this subsection are used solely for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

S. Through August 1, 2014, a development fee adopted before January 1, 2012 may be used to finance construction of a facility and may be pledged to repay debt service obligations if:

1. The facility that is being financed is a facility that is described under subsection T, paragraph 7, subdivisions (a) through (g) of this section.

2. The facility was included in an infrastructure improvements plan adopted before June 1, 2011.

3. The development fees are used for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued to finance construction of the necessary public services or facility expansions identified in the infrastructure improvement plan.

T. For the purposes of this section:

1. "Dedication" means the actual conveyance date or the date an improvement, facility or real or personal property is placed into service, whichever occurs first.

2. "Development" means:

(a) The subdivision of land.

(b) The construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure that adds or increases the number of service units.

(c) Any use or extension of the use of land that increases the number of service units.

3. "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise new necessary public service in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development.

4. "Final approval" means:

(a) For a nonresidential or multifamily development, the approval of a site plan or, if no site plan is submitted for the development, the approval of a final subdivision plat.

(b) For a single family residential development, the approval of a final subdivision plat.

5. "Infrastructure improvements plan" means a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee and otherwise complies with the requirements of this section, and may be the municipality's capital improvements plan.

6. "Land use assumptions" means projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality.

7. "Necessary public service" means any of the following facilities that have a life expectancy of three or more years and that are owned and operated by or on behalf of the municipality:

(a) Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities.

(b) Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.

(c) Storm water, drainage and flood control facilities, including any appurtenances for those facilities.

(d) Library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances.

(e) Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

(f) Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.

(g) Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.

(h) Any facility that was financed and that meets all of the requirements prescribed in subsection R of this section.

8. "Qualified professional" means a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience.

9. "Service area" means any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the infrastructure improvements plan.

10. "Service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated pursuant to generally accepted engineering or planning standards for a particular category of necessary public services or facility expansions.

Credits

Added by Laws 1982, Ch. 187, § 2. Amended by Laws 1988, Ch. 320, § 1; Laws 1991, Ch. 273, § 1; Laws 2001, Ch. 378, § 1; Laws 2005, Ch. 215, § 1; Laws 2007, Ch. 136, § 1; Laws 2009, 3rd S.S., Ch. 7, § 5, eff. Jan. 1, 2010; Laws 2011, Ch. 243, § 1, eff. Jan. 1, 2012.

Footnotes

[1] Section 48-701 et seq.

A. R. S. § 9-463.05, AZ ST § 9-463.05

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

Current through the First Regular Session of the Fifty-Third Legislature (2017)

End of Document

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

Notes Of Decisions (36)

Construction and application

"Necessary," in statute granting municipalities the authority to impose development fees for necessary public services, is an elastic term that can be applied on a case-by-case basis to the needs of individual communities; accordingly, a service is a "necessary" public service depends on whether it is rationally related to the implementation of powers specifically granted to the municipality. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

When construing what is a necessary public service, for purposes of statute granting municipalities the authority to impose development fees for necessary public services, a court should adopt an approach sufficiently flexible to preserve the broad powers of municipal governments to respond to the needs of the diverse communities they serve, while preserving the ability of the courts to enforce the statute according to its intended meaning. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

City consultant's assertion that city would not use sales and other taxes from improvements to pay growth-related infrastructure costs that were to be funded by impact fee revenue, was admissible to show consultant's state of mind as he created plan subsequently adopted by city, at administrative review hearing held to determine if there was sufficient evidence to support city's decision to impose development impact fee ordinances. Home Builders Ass'n of Cent. Arizona v. City of Goodyear (App. Div.1 2009) 223 Ariz. 193, 221 P.3d 384 . Zoning And Planning 1657

Trial court's determination that city complied with statutory requirement that the impact fees bore a reasonable relationship or were roughly proportionate to the burden imposed by the new development, was implicit in its conclusion that city used only growth related costs in calculating its impact fees and offset all other funding sources or revenue sources that would pay for capital improvements including grants and state shared revenues, in home builders association's action seeking declaration that impact fee ordinances were illegal. Home Builders Ass'n of Cent. Arizona v. City of Goodyear (App. Div.1 2009) 223 Ariz. 193, 221 P.3d 384 . Zoning And Planning 1725

Fire districts, unlike municipalities, do not have the power to impose development fees. Northwest Fire Dist. v. U.S. Home of Arizona Const. Co. (2007) 215 Ariz. 492, 161 P.3d 535 . Zoning And Planning 1382(4)

Statute stating that a "municipality shall provide credit toward the payment of a development fee for the required dedication of public sites and improvements provided by the developer for which that development fee is assessed" is intended to prevent the governmental authority from imposing a double burden on the developer and does not indicate a legislative intent to permit a city to charge a development fee notwithstanding the existence of a development agreement that provides to the contrary. Home Builders Ass'n of Central Arizona v. City of Maricopa (App. Div.2 2007) 215 Ariz. 146, 158 P.3d 869 . Zoning And Planning 1382(4)

Development agreement statute stating that "[t]he municipality shall provide credit toward the payment of a development fee for the required dedication of public sites and improvements provided by the developer for which that development fee is assessed" did not apply to allow newly incorporated city, as county's successor-in-interest, to impose additional fees on developers who had entered into development agreements with county. Home Builders Ass'n of Central Arizona v. City of Maricopa (App. Div.2 2007) 215 Ariz. 146, 158 P.3d 869 . Zoning And Planning 1382(4)

Capital financing costs for schools were not "costs to the municipality" associated with providing "necessary public services" to development, as purported statutory basis for general law city to voluntarily finance capital costs for additional schools through a development fee on residential development, because city lacked any constitutional or statutory

authority over, or responsibility for, public school matters. Home Builders Ass'n of Central Arizona v. City of Apache Junction (App. Div.2 2000) 198 Ariz. 493, 11 P.3d 1032 , review denied, on remand 2002 WL 34075425 . Zoning And Planning 1382(4)

Fact that counties but not cities were expressly limited by statute as to the matters for which they could assess development fees did not allow for an expansion, by inference, of the "necessary public services" which cities could finance through development fees. Home Builders Ass'n of Central Arizona v. City of Apache Junction (App. Div.2 2000) 198 Ariz. 493, 11 P.3d 1032 , review denied, on remand 2002 WL 34075425 . Zoning And Planning 1382(4)

"Costs to the municipality," within meaning of statute allowing a municipality to assess development fees to offset costs to the municipality associated with providing necessary public services to a development, must be caused by the direct provision of necessary public services by the municipality. Home Builders Ass'n of Central Arizona v. City of Apache Junction (App. Div.2 2000) 198 Ariz. 493, 11 P.3d 1032 , review denied, on remand 2002 WL 34075425 . Zoning And Planning 1382(4)

A community facilities district's statutory authority to construct public school facilities did not authorize city to impose a development fee on residential development to finance capital costs for additional schools. Home Builders Ass'n of Central Arizona v. City of Apache Junction (App. Div.2 2000) 198 Ariz. 493, 11 P.3d 1032 , review denied, on remand 2002 WL 34075425 . Zoning And Planning 1382(4)

Rational basis

Cultural facilities development fee imposed by city bore a rational relationship to city's municipal powers, as required in order for such development fee to be authorized by development fees statute, as the city had the power to develop and fund tourism-related improvements, which included cultural facilities. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

Before a municipality is authorized by statute to impose a development fee, the public service funded by the fee must be rationally related to the powers granted to a municipality, and the service must be one that traditionally has been provided or lawfully forecast pursuant to statutes governing municipal planning. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

A challenge to the reasonable relationship requirement in the development fees statute could be premised upon a municipality's failure to actually account, in some meaningful way, for future revenues to be paid by a development property owner and applied to the growth-related capital costs on which impact fees were calculated, but a city need only demonstrate some rational basis for setting the amount of the fee in order to avoid it being clearly erroneous, arbitrary, and wholly unwarranted. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

Reasonableness of city's development fee was not before trial court, and remand on that issue was unwarranted, where developer did not offer any evidence on reasonableness of fee or challenge amount of fee at trial, but based argument on lack of concrete benefit conferred by fee. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (1997) 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Appeal And Error 1178(1)

Municipality is not required to have specific plans that must yield specific results to specific development within given period of time before it may assess development fees; only requirement is that municipality have some basis for fee that withstands clearly erroneous, arbitrary, and wholly unwarranted test. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (App. Div.1 1993) 179 Ariz. 5, 875 P.2d 1310 , review granted, cause remanded, supplemented 183 Ariz. 243, 902 P.2d 1347 , opinion approved in part 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Zoning And Planning 1382(4)

Development fees are not subject to restrictive special-assessment-like standards requiring specific and definite plans and direct benefit from fees; municipality need only show some rational basis for setting amount of fee for it to avoid being clearly erroneous, arbitrary, and wholly unwarranted. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (App. Div.1 1993) 179 Ariz. 5, 875 P.2d 1310 , review granted, cause remanded, supplemented 183 Ariz. 243, 902 P.2d 1347 , opinion approved in part 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Zoning And Planning 1104

Evidence was sufficient to establish that ordinance authorizing water resource development fee would result in beneficial use based on plans to develop new water supplies to support new development, though remand was required to determine whether fee bore reasonable relationship to burden placed on municipality. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (App. Div.1 1993) 179 Ariz. 5, 875 P.2d 1310 , review granted, cause remanded, supplemented 183 Ariz. 243, 902 P.2d 1347 , opinion approved in part 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Zoning And Planning 1663 ; Zoning And Planning 1724

Development fee meets reasonable relationship requirement so long as fee bears reasonable relationship to method of obtaining beneficial use; fact that municipality may spend fees on projects not originally planned does not invalidate calculation. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (App. Div.1 1993) 179 Ariz. 5, 875 P.2d 1310 , review granted, cause remanded, supplemented 183 Ariz. 243, 902 P.2d 1347 , opinion approved in part 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Zoning And Planning 1382(4)

Purpose

The requirement of a nexus between the amount of the fee and the burden imposed, in statute granting municipalities the authority to impose development fees for necessary public services, indicates legislative intent to limit the imposition of the fee to actual services provided, or to be provided, by the municipality. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

Discriminatory assessment

Enforcing development agreements between developers and city, as county's successor-in-interest, which did not allow city to impose additional development fees did not violate statutory prohibition precluding city from assessing development fees in a non-discriminatory manner, as agreements between developers and county pre-existed the city's fee schedule. Home Builders Ass'n of Central Arizona v. City of Maricopa (App. Div.2 2007) 215 Ariz. 146 , 158 P.3d 869 . Zoning And Planning 1382(4)

Ordinance authorizing water resource development fee did not assess fee in discriminatory manner, though fees would place additional burden upon new developments, where there was no allegation of discrimination in way fee was imposed. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (App. Div.1 1993) 179 Ariz. 5, 875 P.2d 1310 , review granted, cause remanded, supplemented 183 Ariz. 243, 902 P.2d 1347 , opinion approved in part 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Zoning And Planning 1104

Taking

Statutory prohibition against issuance of injunction to prevent enforcement of public statute by officers of law for public benefit did not deprive trial court of authority to issue injunction to prevent city and State from diverting and channeling excess storm water into terminal basin beyond its retention capacity; residents were not seeking to enjoin enforcement of public statutes authorizing city and State to construct drainage channels, manage retention basins, and other drainage components relating to storm water management, but instead sought to enjoin city and State from allegedly exceeding

their statutory authority by negligently managing system, knowingly breaching terminal basin's retention capacity, and using their properties as "ad hoc" overflow relief for basin without just compensation. Boruch v. State ex rel. Halikowski (App. Div.1 2017) 242 Ariz. 611, 399 P.3d 686 . Courts 4

Development fee charged by city as condition to issuance of building permit was "regulatory fee" akin to land-use regulation implicating eminent domain, rather than "tax" not subject to takings clause; fee was for express purpose of providing future water to subject property and, thus, was to be used to benefit property on which fee was imposed, rather than for general revenue, and extent of property's need for future water was directly related to new development. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (App. Div.1 1995) 183 Ariz. 243, 902 P.2d 1347 , review granted, opinion approved in part 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Eminent Domain 2.10(7)

Necessary public services

Cultural facilities were existing necessary public services that city traditionally had provided to its residents, for purposes of determining whether cultural facilities development fee imposed by city was authorized by development fees statute, where city had been imposing a cultural facilities development fee for more than a decade to maintain existing cultural facilities, including a historical museum, an art museum and a youth museum. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

Special assessment

Even if fire district's facilities benefit assessment were similar in nature to development fees, which municipalities were statutorily authorized to impose, fire district was authorized to impose assessment under statute governing powers and duties of fire districts; legislature intended to allow fire district to assess fees on those who benefited from district's facilities. Northwest Fire Dist. v. U.S. Home of Arizona Const. Co. (App. Div.2 2006) 213 Ariz. 489, 143 P.3d 1030 , review granted, vacated 215 Ariz. 492, 161 P.3d 535 . Municipal Corporations 406(2)

Development fees are generally considered "regulatory fees" if they are reasonably related to needs created by new development and are used to benefit land on which they are imposed, but are considered "taxes" if fees are not related to new development and are used to benefit other property. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (App. Div.1 1995) 183 Ariz. 243, 902 P.2d 1347 , review granted, opinion approved in part 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Zoning And Planning 1382(4)

"Development fees" are distinguishable from "special assessments," which are not subject to takings analysis; development fees are imposed by government upon property owners who wish to develop their land, while special assessments are generally imposed only after affected property owners have petitioned for creation of improvement district and, moreover, development fees are condition on ability to develop one's property and are directly necessitated by needs created by new development, while special assessments are neither conditions on development nor necessarily caused by new development. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (App. Div.1 1995) 183 Ariz. 243, 902 P.2d 1347 , review granted, opinion approved in part 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Eminent Domain 2.10(7)

Benefit to development

A municipality is not required by the development fees statute to have specific plans that must, by necessity, yield specific results to a specific development within a given period of time before it may assess development fees. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

Municipalities are entitled to deference concerning whether a development fee will result in a beneficial use, for purposes of statute authorizing development fees. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1625

Development fee imposed by city on all new real estate developments conferred sufficient benefit on potential developments, as required by enabling statute, to extent fee would be used to acquire new water supplies so that city could demonstrate adequate future water supply under Groundwater Management Act, as necessary to approve new developments. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (1997) 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Zoning And Planning 1382(4)

Requirement of development fee statute that fee result in benefit to developer did not include requirement that benefit be based on "locked in" or unchangeable concrete and immediate plans; statute required only that municipality develop plans indicating good faith intent to use fees to provide services within reasonable time. Home Builders Ass'n of Cent. Arizona v. City of Scottsdale (1997) 187 Ariz. 479, 930 P.2d 993 , certiorari denied 117 S.Ct. 2512, 521 U.S. 1120, 138 L.Ed.2d 1015 . Zoning And Planning 1382(4)

Injunctions

Statutory prohibition against issuance of injunction to prevent exercise of public or private office in lawful manner by person in possession did not deprive trial court of authority to issue injunction to prevent city and State from diverting and channeling excess storm water into terminal basin to level that exceeded basin's retention capacity; residents alleged that city and State were unlawfully, in unreasonable and arbitrary manner, exceeding their statutory authority to construct drainage channels, manage retention basins, and other drainage components relating to storm water management, by diverting excess storm water into basin, despite knowledge that basin lacked effective emergency overflow relief during heavy storm, which caused excess contaminated storm water to flood residents' properties, in manner constituting trespass. Boruch v. State ex rel. Halikowski (App. Div.1 2017) 242 Ariz. 611, 399 P.3d 686 . Municipal Corporations 715 ; States 21(1)

Sufficiency of evidence

Cultural facilities development fee imposed by city complied with beneficial use and reasonable relationship requirements of development fees statute, though city did not have a specific plan for the use of the fee, where city's master plan stated that the purpose of the fee was to enhance the city's historical and artistic legacy, city paid an independent consultant to determine the projected impact of new development on the demand for city's cultural facilities, study determined the maximum cost per dwelling unit of maintaining existing cultural facilities, ordinance set the cultural facilities development fee at a level slightly below the level recommended by the study, finding by city that growth was increasing demand for cultural facilities was supported by some evidence, and city considered other sources of future revenue to ensure the burden of the fee was proportional to the benefit. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610 , review denied. Zoning and Planning 1382(4)

Evidence that city tried to separate forecasted capital costs strictly related to growth from other projected capital costs, and that other revenues to be paid by property owners were considered in calculating impact fees for new development, was sufficient to support finding that city met its duty to consider relevant future revenues, and to ensure that new impact fees reasonably related to the burden of necessary growth-related improvements, even if it did not offset anticipated sales and property taxes to be collected from improvements, in action by home builders association seeking declaration that impact fee ordinances were illegal. Home Builders Ass'n of Cent. Arizona v. City of Goodyear (App. Div.1 2009) 223 Ariz. 193, 221 P.3d 384 . Zoning And Planning 1382(4)

Review

If a municipality can show that its plans, calculations and predictions are not clearly erroneous, arbitrary, and wholly unwarranted, courts will defer to its judgment and uphold a development fee ordinance as satisfying the broad requirements of the development fee statute. Home Builders Ass'n of Cent. Arizona v. City of Mesa (App. Div.1 2010) 226 Ariz. 7, 243 P.3d 610, review denied. Zoning and Planning 1632

 © 2018 Thomson Reuters. No claim to original U.S. Government Works.

AGENDA ITEM REVIEW FORM

Work Session **2.F.**

Meeting Date: 02/07/2018

Department Head: Richard Jessup, Acting Chief of Police, Police Department

Submitted By: Miguel Alvarez, Lieutenant, Police Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding authorization to purchase two (2) police canines for the San Luis Police Department Canine Unit. (CONTINUED ITEM FROM REGULAR COUNCIL MEETING HELD JANUARY 10, 2018) (**Richard Jessup, Acting Chief of Police**)

SUMMARY:

The San Luis Police Department is seeking approval to purchase two police canines (K9), for the purpose of retiring its two in-service police canines that have reached retirement age (8 years of service) and are experiencing medical problems related to aging. Three (3) quotes have been received and reviewed by Police Administration. The one time expense for the purchase of two (2) K-9's is $20,000.00. Adlerhorst International, LLC from Jurupa Valley, California met all of the service needs established by the San Luis Police Department Administration upon the inquiry of cost quotes to purchase two K-9's.

Adlerhorst International, LLC from Jurupa Valley, California provided a contract quote of **$20,250.00.** We also contacted Vohne Liche Kennels, Inc. from Denver, Indiana which provided a contract quote of $20,000.00, and International Canine Exchange Inc. from Portsmouth, Rhode Island which a quote of $19,500.00. Under San Luis City Code-Purchasing Section 36.01(D) for purchasing in this amount requires three (3) quotes which are provided. The contracted service was not approved in the budget for Fiscal Year 2017-2018.

After reviewing the three (3) quotes, Adlerhorst International, LLC purchase quote was determined to be the most warranty accessible.

Exclusive critical determining factors for proposing the acceptance of Adlerhorst International, LLC quote are listed as follows:

1. Seller is conveniently situated within driving distance, which can better accommodate any warranty issues within a 24 hour time period, where other sellers may take up to one (1) to three (3) weeks to settle any warranty issues.

2. New K-9's will be hand picked by experienced San Luis Police Department K9 handlers.

Due to the above-listed reasons, the San Luis Police Department is requesting for Council to waive the formal purchase procedures for the lowest responsive quote, as permitted in the San Luis City Code-Purchasing Section 36.01 (H) and purchase from Adlerhorst International, LLC.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTION TO STAFF ONLY, NO ACTION.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$20,250.00
BUDGETED AMOUNT:	No
AVAILABLE AMOUNT TO TRANSFER:	$20,250.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-90000-118 Capital outlay - Auction and Equipment $20,250.00

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

Accounts used to transfer budget are listed below:

250-181-60035.118 Minor Tools - Auction $10,250.00
250-181-60040.118 Miscellaneous - Auction $ 10,000.00

Payment Account:250-181-90000.118 - Capital Outlay -Auction Equipment

If we exceed budgeted total amount, we will transfer funds from operational budget to cover the additional funds.

Attachments

Adlerhorst Internationsl, LLC
Vohne Linhe Kennels, Inc.
Intenational Canine Exchange

Dog Prices

Police Service Dogs:	
German Shepherd – Titled or equivalent training	$10,000
Belgian Malinois – Titled or equivalent training	$10,000
Single Purpose Detection Dog	$8,000
Untitled dogs, other breeds or any special requirements for your agency	Call

Canine Surcharge:
Security and Shipping Surcharge $250

Because of rising prices due to the security and shipping of our canines from Europe into the United States, we are charging a Canine Surcharge for every dog.

Contact

Adlerhorst International, LLC
3951 Vernon Ave
Jurupa Valey, CA 92509
(951) 685-2430

Contact
About

- Proposal
- Partial Customer List
- Our Staff

- California Sales Tax

Follow Us

-

Other Pages

- Mailing List
- Articles
- Event Photo Gallery
- Resource Links
- Terms and Conditions



Copyright © 2017 Adlerhorst International, LLC.

Web Development by Joshua Sloan

DEA License PA:0232520 -- Explosive License #ESO8290001

Vohne Liche Kennels, Inc.
7953 N Old Rt 31
Denver, IN 46926

Cost Quote

Date	Estimate #
11/1/2017	7548

Bill To	Ship To
San Luis Police Department 1030 Union St San Luis, AZ 85349	

P.O. No.	Terms	Due Date	VLK Rep		Contact #
	Net 30	12/1/2017	LAP		

Description	Qty	Rate	Total
Dual Purpose Pre-trained Narcotic Dog, Untitled Guarantee:Effective from day of purchase. 100% Health for 6 months, Skeletal 12 months. If any genetic or hereditary problem is found during time of guarantee K-9 will be replaced. A vet report stating diagnosis must accompany K-9 on return . Trainability 3 months, Compatibility 3 months.	2	10,000.00	20,000.00T
TAX ID # 35-2148814			0.00

This estimate is good for ninety days. Thank you for your inquiry.

(765) 985-2274 Phone
(765) 985-2595 Fax
www.vohneliche.com

Subtotal	$20,000.00
Sales Tax (0.0%)	$0.00
Total USD	$20,000.00

International Canine Exchange Inc.

QUOTE

160 Willow Ln.
Portsmouth, RI 02871
401-640-0626
k9instincts@cox.net

Bill To

San Luis Police Department
1030 Union St
San Luis, AZ 85349
USA

Quote # 20171023 **Date** 11-16-2017
Account # 20171044 **Valid Until** 12-31-2017

SKU	Description	QTY	Price	T	Total
	K9 - Dual Purpose K9 candidate each k9 will come with a current vaccination record, xrays. a one year genetic medical warranty. Each K9 will be guaranteed to complete the certifying traning class, if a k9 is determined to have a reason not to be able to be certified by the certifying trainers a replacement k9 will be supplied.	1	$9,750.00	N	$9,750.00
	Terms - A Purchase Order must be supplied to start proceurment process. price is subject to change after 30 days from date of this quote. Payment- via check , wire transfer made withing 15 days of taking possesion of k9(s)	1	$0.00	N	$0.00
	Terms - quote is subject to change after 12-31-17	1	$0.00	N	$0.00

Subtotal	**$9,750.00**
Total	**$9,750.00**

AGENDA ITEM REVIEW FORM

Work Session **2.G.**

Meeting Date: 02/07/2018

Department Head: Richard Jessup, Acting Chief of Police, Police Department

Submitted By: Miguel Alvarez, Lieutenant, Police Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Resolution No. 2029. 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 #170436-01, Operation Stonegarden Grant Program Award-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. **(Richard Jessup, Acting Chief of Police)**

SUMMARY:

The City of San Luis Police Department has been awarded $343,575.00 for overtime and $20,000.00 for mileage under FFY 2017 Operation Stonegarden Program Award # 170436-01. The adoption of this resolution will support the border patrol mission by allowing police officers to stop or prevent the egression of drug and undocumented persons smuggling and the nexus to terrorism.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTION TO STAFF ONLY, NO ACTION.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	363,575.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Special Rev-Public Safety PD OT 250-181-50010.162 Gas/Oil 250-181-70005.162

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

The San Luis Police Department will receive #$ 363,575.00 in Overtime and Mileage as reimbursements. Accounts numbers:250-181-50010.162 (Special Rev-Public Safety, Police Department- **Overtime** -DOHS OPSG 170436-01 and 250-181-70005.162 (Special Rev-Public Safety, Police Department-**Gas/Oil** -DOHS OPSG 170436-01.

Attachments

Resolution NO. 2029

2017 OPSG Award Letter

Subrecipient Agreement

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2029

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR OVERTIME AND MILEAGE BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIENT AGREEMENT OPREATION 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 desires to increase police presence within out city limits to support the United States Border Patrol mission by allowing police officers to stop or prevent the egression of drug, undocumented persons smuggling, and the nexus to terrorism;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Overtime and Mileage and Employee Related Expenses to enhance border security throughout the City of San Luis;

WHEREAS, the Arizona Department of Homeland Security has prepare an Intergovernmental Agreement which provides for all 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 17-AZDOHS-OPSG-170436-01" and the grant application titled OPSG Overtime and Mileage" both Attached to this resolution are 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 13th day of February, 2018.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

January 8, 2018

Acting Chief Richard Jessup
San Luis Police Department
PO Box 3720
San Luis, AZ 85349

Subject: FFY 2017 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **170436-01**
Project Title: **OPSG Overtime and Mileage**

Dear Acting Chief Jessup:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) 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 **Acting Chief.** The grant performance period is **January 8, 2018 through December 31, 2018.** 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 Grant Programs, Operation Stonegarden Grant Program, Grant Award Information and then FFY 2017. 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. Financial Forms - go to www.azdohs.gov , click on Grant Programs, Operation Stonegarden Grant Program, Grant Award Information and then FFY 2017. Download this Excel document
3. NIMS Compliance Certification - go to www.azdohs.gov, click on Grant Programs, Operation Stonegarden Grant Program, Grant Award Information and then FFY 2017. Download this document
4. OPSG Budget Detail (enclosed)
5. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed 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 April 30, 2018 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until January 8, 2018.

- 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 must have a single audit or program specific audit conducted for that year. Subrecipients shall submit their annual Single or program specific 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 or program specific audit. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the Single or program specific audit or statement has been received and, if

applicable, an approved action plan for compliance has been completed.

- All travel associated in support of this award must comply with the State of Arizona Accounting Manual (SAAM) Travel Policies, found at: https://gao.az.gov/publications/SAAM. This includes maximum lodging, meals, parking and incidental expense reimbursement rates.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase.
- AZDOHS reserves the right to request additional documentation at any time.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of $21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-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: Lt. Miguel Alvarez

Enclosures: OPSG Budget Detail, EHP Designation Letter

FY 2017 Operation Stonegarden Grant Program
Overtime - Budget Detail
Agency: San Luis Police Department
Grant#: 170436-01

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
$343,575	$20,000		$363,575

Project Point of Contact

MIGUEL ALVAREZ — Print Name
Signature
1/22/18 — Date

Strategic Planner or Assistant Director Planning & Preparedness

William D. Seltzer — Print Name
Signature
Date

This form is to be signed and returned.

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME/MILEAGE

17-AZDOHS-OPSG-_____

Enter Subrecipient Agreement number above (e.g., 170XXX-XX)

Between

The Arizona Department of Homeland Security
And

_____

Enter the name of the Subrecipient Agency above

DUNS Number _____

Enter the DUNS Number above

WHEREAS, A.R.S. section 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

_____

Enter the name of the Subrecipient Agency above

(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. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **January 8, 2018** and shall terminate on **December 31, 2018**. 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 **$**_____ (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-2017-SS-00033-S01 and CFDA #97.067:

a) Provide up to **$**_____ to the Subrecipient for services provided under Paragraph III. **Enter Funded Amount above**

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. section 35-214 and section 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific 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 in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall 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 or program specific audit.

d) 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 applicable 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*.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

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 FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

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 applicable 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, and 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 its own procurement rules/policies and must also comply with Federal procurement rules/policies 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.*

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 included and approved in your application and/or approved through the DEMA/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. The Subrecipient agrees to:

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

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs

(DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal 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. section 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. section 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. The 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 applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

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, and 2 CFR 200 Part 180 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) calendar 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) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) 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)

d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar 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).

e) 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.

f) 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) calendar** days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

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 by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 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. section 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. section 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. section 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. section 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. section 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. section 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. section 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. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 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. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

Article N - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 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, or OMB Standard Form 424D Assurances – Construction Programs as applicable. 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. section 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. sections 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. section 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. section 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 section 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-access-people-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. section 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. section 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. section 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. section 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 section 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 section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 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 Subrecipients 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 Subrecipients 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.

Article AI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AJ – National Environmental Policy Act
All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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. section 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. section 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) calendar 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. section 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:

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	FOR AND BEHALF OF THE
Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	Gilbert M. Orrantia
Print Name & Title Above	Director
Enter Date Above	Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

AGENDA ITEM REVIEW FORM

Work Session **2.H.**

Meeting Date: 02/07/2018

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a proposed resolution. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing alcohol permit fees, special alcohol permit fees and facility fees and repealing any conflicting provisions. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

The Parks & Recreation staff would like to seek direction regarding the proposed resolution allowing the department to charge the community specific fees to consume beer and/or wine at a park ramada or city approved facility. This notice has been posted for the required 60 days on our City of San Luis website advising our community of the city considering possibly establishing a permit fee for alcohol in public parks and other city facilities to help cover the cost of administering the program. This proposed fee is in line with similar fees charged by the Cities of Somerton and Yuma. It would be for permits for the personal use of alcoholic beverages by small groups for events at the ramada in the city parks or facilities and would not be transferable. It would not be for the sale or large distribution of alcoholic beverages. A Special Alcohol Permit application process would apply for those requesting to bring a keg of beer to their event. All these provisions have been passed by City Council on January 24, 2018, in Ordinance 378, and will become effective on February 23, 3018. The proposed fees are:

Alcohol Permit			
Individual & Non-Profit Groups		**Commercial**	
Residents	Non-Resident	Residents	Non-Residents
$15.00	$20.00	$25.00	$30.00

Special Alcohol Permit			
Individual & Non-Profit Groups		**Commercial**	
Residents	Non-Resident	Residents	Non-Residents
$15.00	$20.00	$25.00	$30.00

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

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

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

There is no fiscal impact associated with this item.

Attachments

Resolution for Alcohol Permit & Facility Fees

Proposed Resolution

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING ALCOHOL PERMIT FEES, SPECIAL ALCOHOL PERMIT FEES AND FACITLITY FEES AND REPEALING ANY CONFLICTING PROVISIONS.

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

Section 1. There shall be a fee for an Alcohol Permit for the consumption of Beer and Wine in conjunction with a city park ramada reservation or facility rental.

Section 2. There shall be a fee for a Special Alcohol Permit to allow for kegs of Beer in conjunction with a city park ramada reservation or facility rental and an Alcohol Permit.

Section 3. At the time of applying for Alcohol Permits and Special Alcohol Permits, Applicants must present proof of residency within the city limits of the City of San Luis, Arizona in order to receive the resident's discount.

Section 4.Acceptable proof of residency are current utility bills, rent receipts, or documents of similar reliability in demonstrating Applicant is currently residing or doing business within the city limits of the City of San Luis, Arizona.

Section 5. The fee for an Alcohol Permit, the fee for a Special Alcohol Permit and the fees for facilities designated as eligible for alcohol permits are set as follows:

Alcohol Permit			
Individual & Non-Profit Groups		**Commercial**	
Residents	Non-Resident	Residents	Non-Residents
$15.00	$20.00	$25.00	$30.00

Special Alcohol Permit			
Individual & Non-Profit Groups		**Commercial**	
Residents	Non-Resident	Residents	Non-Residents
$15.00	$20.00	$25.00	$30.00

Section 6. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

Section 7. The Director of the Department of Parks and Recreation and the City Manager or designee of the City Manager are hereby authorized and directed to take any and all actions as may be necessary to put this resolution into effect.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this ____day of _____, 20___.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney