



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 6:45 p.m., Wednesday, June 5, 2019. 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 Sesión de Trabajo a las 6:45 p.m., el día Miércoles, 5 de Junio del 2019. 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 que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AMENDED AGENDA

6/4/2019

AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
June 5, 2019
6:45 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 followed by discussion on any and all matters regarding the San Luis 2040 General Plan Update process. **(Martin Scribner, Matrix Design Group, Inc.)**
 2. B. Discussion and possible directions to staff on any and all matters regarding an Intergovernmental Agreement between the City of San Luis and the City of Phoenix to access Transaction Privilege Tax data supplied by the Arizona Department of Revenue. **(Monica Castro, Director of Finance)**
 2. C. Discussion and possible directions to staff on any and all matters regarding the approval of Lighting and Retention Basin Assessment Districts Budget for Fiscal Year 2019-2020. **(Carlos Cortes, Assistant Director of Finance)**
 2. D. Discussion and possible directions to staff on any and all matters regarding the purchase of 17 Mobile Data Computers (MDCs) with associated hardware to be purchased using funding approved by an Intergovernmental Agreement under Subrecipient Agreement Number 180436-02, Operation Stonegarden Grant Program Award. **(Richard Jessup, Chief of Police)**
 2. E. Discussion and possible directions to staff on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks presentation during the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks & Recreation)**
 2. F. Discussion and possible directions to staff on any and all matters regarding the waiving of formal purchase procedures under City Code-Purchasing Section 36.01(H) for the rental of inflatable slides from Poly's Party Rentals for the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks and Recreation)**
 2. G. Discussion and possible directions to staff on any and all matters regarding updates on the San Luis Senior Center and the collaboration with the Western Arizona Council of Governments (WACOG). **(Lizandro Galaviz, Parks and Recreation Director and Aracely De La Hoya, Senior Services Manager)**

- 2. H.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2076. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within an area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
- 2. I.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2077. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services Improvement District of operating and maintaining certain retention basins within the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
- 2. J.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2078. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention to provide the Enhanced Municipal Services of maintaining and repairing certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures within the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
- 2. K.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2079. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries and underground conduit incident to the installation of street lights for lighting public streets within the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
- 2. L.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2080. A resolution of the Mayor and City Council of the City of San Luis Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Bienestar 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
- 2. M.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2081. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures for the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**
- 2. N.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2082. A resolution of the Mayor and City Council of the City of San Luis, Arizona ordering and declaring the formation of Bienestar Estates 10 Community Facilities District (City of San Luis, Arizona). **(Jose A. Guzman, Director of Planning & Zoning)**

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: 06/05/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Presentation followed by discussion on any and all matters regarding the San Luis 2040 General Plan Update process. **(Martin Scribner, Matrix Design Group, Inc.)**

SUMMARY:

The City of San Luis has started the planning process for the general plan update.

A General Plan is a policy document that details the vision and goals for the City of San Luis and outlines the steps necessary to achieve that vision. This plan guides future decisions regarding the physical, social, and economic character of the city.

The General Plan Update San Luis 2040 process will be implemented with the assistance of Matrix Design Group, Inc.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

San Luis 2040 Fact Sheet

ARIZONA STATE REQUIREMENTS



Every incorporated municipality in Arizona is required to prepare, adopt, and maintain a general plan as the jurisdiction's guide for future decisions concerning land use and resource management.

Arizona State Law — Arizona Revised Statutes (ARS)

ARS Title 9, Chapter 4, Article 6 requires that communities update their general plan every 10 years. For cities with a population over 50,000, the state requires the general plan to include 17 elements and may include additional optional elements. Although the City of San Luis's population is currently under 50,000, it is expected to exceed that threshold within the next ten years.

The plan is broken down by these elements, which are specific sections of the General Plan that discuss a particular planning topic such as land use, transportation, housing, energy, etc. An element may be an entire chapter or a subsection of a larger chapter. The elements proposed for the City of San Luis's General Plan are shown inside this brochure.



WHAT IS A GENERAL PLAN?

The City of San Luis's General Plan is an official planning policy document designed to serve as the jurisdiction's "local constitution" or "blueprint" for future growth and will help guide decision-makers regarding future development. This update is referred to as the "San Luis 2040 General Plan."

A general plan has three defining features, as follows:

GENERAL.

As the name implies, a general plan provides general guidance that will be used to direct future land use and resource decisions.

COMPREHENSIVE.

A general plan covers a wide range of topics, including land use, housing, circulation, public services, recreation, natural and cultural resources among many others.

LONG-RANGE.

General plans provide guidance on reaching a vision 20 years into the future or more.

The pyramid below graphically illustrates the General Plan in comparison to other planning tools. The General Plan is a broad policy document that serves as the foundation for the other planning tools, which get more specific and regulatory as you move up the pyramid.





BUILT ENVIRONMENT

A well-designed built environment is the foundation of an attractive and healthy community. San Luis residents and visitors engage with the built environment on a daily basis, whether it is sitting in their home or traveling to and from various destinations. The General Plan sets the baseline for future growth and development in the built environment that influences daily life.

Land Use. This element will cover future land use types and distribution of uses throughout the City, as well as the density and intensity of development.

Growth Areas. Proactively plans growth for areas that are foreseen to contain high development potential during the next 10–20 years.

Circulation. This element envisions an integrated transportation network throughout the City of San Luis by 2040, including roads and highways, public transit, pedestrian routes, and aviation.

Bicycling. This element establishes a complete bicycling network that fosters a safe and comfortable experience for bicyclists, both for recreation and as a mode of transportation.

Housing. Contains guidance for greater housing diversity in future development that responds to local housing conditions, and meets the needs of all current and future residents.

Public Buildings. Establishes standards for the City of San Luis's current and future public buildings to express San Luis's character and set an example of best practices.

Cost of Development. This element details fiscal responsibilities for the City and developers, including general fund, impact fees, capital improvement program and municipal bond expenditures that ensure adequate infrastructure and maintenance.



PEOPLE AND COMMUNITY

The City of San Luis's people and community make the City an enjoyable place to call home. The General Plan guides future investment into the community to foster a high quality of life and support its residents.

Safety. This element supports a safe and comfortable community through the provision of police, fire, and emergency medical services.

Recreation. This element seeks to provide enhanced recreational opportunities for all residents to foster a healthy, enjoyable community.

Public Services and Facilities. Provides a comprehensive look at the supply and demand of public utilities and assesses future opportunities to expand services as the City of San Luis grows.

Conservation, Rehabilitation, and Redevelopment. This element helps guide new development, redevelopment, and investment to enhance, revitalize, and protect existing neighborhoods.

Economic Development*. Establishes sound economic policies needed to help develop a sustainable future that results in quality jobs and a diverse, innovative, competitive, entrepreneurial, and sustainable local economy.

Arts and Culture*. This element supports and protects San Luis's rich culture, while generating economic development and tourism.

* Elective Element



RESOURCE MANAGEMENT & NATURAL SYSTEMS

The City of San Luis is flush with natural beauty and relies on the surrounding natural systems to sustain a livable community. This General Plan helps manage and balance protection of vital natural resources with the needs and demand of development.

Environmental Planning. Integrating environmental resource considerations into community planning will help balance urbanization with environmental protection, maintaining a healthy and sustainable community.

Open Space. This element is intended to protect San Luis's natural beauty and ensure adequate open space is preserved for the benefit of existing and future residents and visitors.

Neighborhood Preservation & Revitalization. Preserving and revitalizing neighborhoods helps maintain stability and the defining characteristics that make San Luis a unique place.

Water Resources. Conserving and protecting water resources is a critical component in sustaining San Luis's economic base and livability.

Energy. This element includes both energy conservation to reduce demand and renewable energy generation to increase supply to support all around energy efficiency.

Conservation. Natural resource conservation is important to ensure that the natural environment experiences minimal impacts as San Luis continues to grow and develop.

THE PLANNING PROCESS

The General Plan process is extensive and ongoing, allowing numerous opportunities for the community to participate and provide ideas. The process will take approximately 18 months to complete and will culminate with a public vote in November 2020 for ratification.

The San Luis 2040 General Plan will be guided by:

- **City staff**
- **Steering Committee**
- **City Council**
- **Stakeholders**
- **Residents**

There are seven parts to the San Luis 2040 General Plan planning process described below.

1. PROJECT MANAGEMENT

Project Management as an ongoing part of the process that lays the foundation for a successful execution of the general plan, including the project schedule, project branding, and upkeep of the project website.

2. PUBLIC PARTICIPATION AND COMMUNICATION

Public participation and communication is also an ongoing part of the process and is key to the success of this general plan. A Public Participation Plan was adopted, which provides guidance on engaging members of the public in the general plan process. As a result of the Public Participation Plan, a project logo and this fact sheet were prepared to spread awareness and provide information on the general plan update.

3. COMMUNITY ASSESSMENT

The third part of the process includes a community assessment and data analysis, which will result in a summary of current situation in San Luis. This provides a snapshot of the existing conditions and trends that are influencing San Luis today. This information will be used to better understand the issues and opportunities facing the City, allowing stakeholders and decision makers to formulate solutions

that will be addressed in the general plan. The topics presented in the assessment can include associated maps or visual representations to provide a quick reference and user-friendly tool.

4. VISIONING AND SCENARIO PLANNING

As part of the public engagement process, residents will have the opportunity to express their values, vision, and goals through a series of four community workshops. This assessment activity will be done through various visioning and scenario planning exercises, in which residents will have an opportunity to consider various growth alternatives and provide their input. The workshop results will provide an understanding on how to address residents' preferences on growth, transportation and environmental issues through the general plan process.

5. PLAN DOCUMENT DEVELOPMENT

Based on information gathered through the first four parts of the process, a draft General Plan will be produced and distributed for public review, which will contain the goals and policies that will guide future development within the city. The draft General Plan will also feature implementation measures that will ensure the identified policies are carried out. The public will have the opportunity for review and to provide their comments.

6. PUBLIC HEARINGS

Following the public review period, the Planning and Zoning Commission will hear public comment and consider the plan for recommendation to City Council. Any comments will be addressed to produce the final General Plan, which will be brought to the City Council for a final public hearing and adoption.

7. VOTER RATIFICATION

Once the General Plan is adopted by City Council, the approved Plan will be forwarded to the City Clerk and scheduled for a public vote, which is tentatively scheduled for November 2020.

COMMUNITY ENGAGEMENT

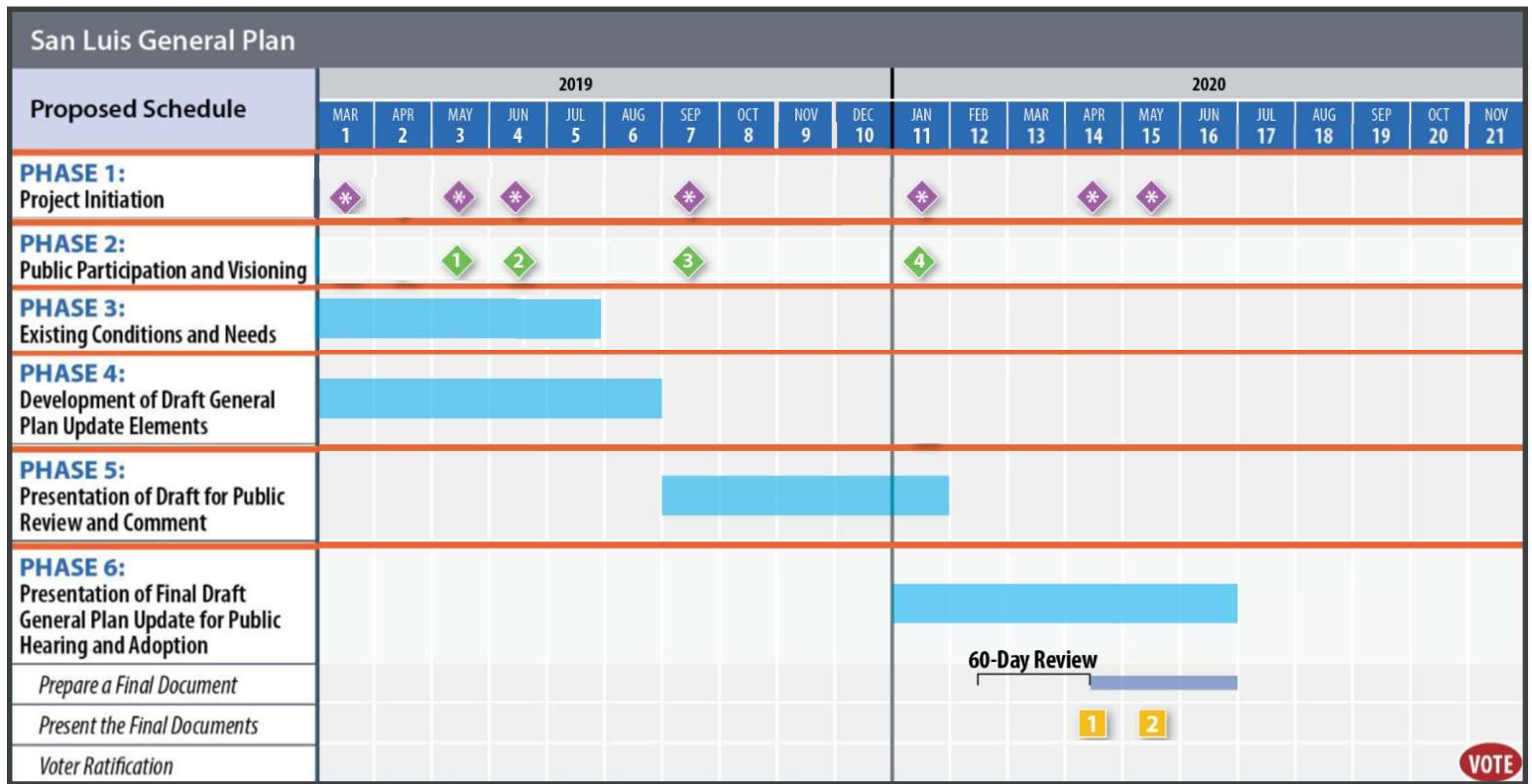
One of the most important aspects of a General Plan is community engagement. Through a coordinated public outreach effort, community engagement will help create a community-based plan that builds consensus and obtains buy-in and support for implementation efforts. The outreach effort will be guided by a Public Participation Plan which can be viewed and downloaded at www.sanluisaz.gov.

This Public Participation Plan details engagement activities throughout the process. The purpose of the Public Participation Plan is to involve all members of the community to enable continuous and constructive communication with the project team.

OUTREACH COMPONENTS

The public outreach includes various opportunities for the community to be involved. Some of the components include:

- **Advisory Committee**
- **Project Branding**
- **Stakeholder Interviews**
- **Workshops**
- **Focus Groups**
- **Media Relations**
- **Informational Brochures**
- **Project Website**
- **E-Updates (eBlasts)**
- **Social Media**
- **Online Surveys**
- **Current Conditions Assessment**
- **Public Hearings**



PROJECT SCHEDULE

The process for updating the General Plan will be conducted in three phases, and will take approximately 18 months to complete. The following schedule illustrates the anticipated timing of activities throughout the update process.

Public Meetings:

- 1 Workshop #1
- 2 Workshop #2
- 3 Workshop #3
- 4 P&Z Draft Plan Presentation (Workshop #4)
- ✳ Staff and Steering Committee Meetings
- 1 P&Z Hearing
- 2 Council Hearing

FOR MORE INFORMATION CONTACT:



Jose A. Guzman,
Project Manager
City of San Luis

928.341.8563
jaguzman@cityofsanluis.org





AGENDA ITEM REVIEW FORM

Work Session

2.B.

Meeting Date: 06/05/2019

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Monica Castro, Director of Finance, Finance Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding an Intergovernmental Agreement between the City of San Luis and the City of Phoenix to access Transaction Privilege Tax data supplied by the Arizona Department of Revenue. **(Monica Castro, Director of Finance)**

SUMMARY:

The city of Phoenix has a reporting tool available for cities and towns to view Transaction Privilege Tax (TPT) information in a format not available to Arizona Department of Revenue (DOR). This Business Intelligence (BI) tool allows users to drill down, sort, filter, in addition to other valuable features. Having this information available in this format will allow us to better investigate and analyze the revenues coming in from the taxable businesses in our community.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$2,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	\$2,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-750-70025 \$670, 100-135-80000 \$670 100-120-80000 \$660

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

These reporting will benefit Finance, Billing and Collections and Economic Development. Accordingly all three departments have agreed to contribute part of the cost so that we can implement this tool before the end of the fiscal year. Afterwards there is an annual maintenance fee of \$300.

Attachments

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SAN LUIS
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into this _____ day of _____, 2018, pursuant to Arizona Revised Statutes (ARS) §11-952, between the **CITY OF SAN LUIS** acting by and through its city council and the **CITY OF PHOENIX (“PHOENIX”)**, acting by and through its City Council. ARS. §42-6001 establishes that the Arizona Department of Revenue (DOR) will collect and administer municipal privilege, transaction and use taxes (“Taxes”) for all Arizona cities and towns. As part of their administration of the Taxes, DOR shall provide each city or town access to data covering the amount of Taxes reported and the amount of Taxes distributed to that specific city and town. The purpose of this Agreement is to provide PHOENIX the mechanism to allow other cities and towns to cooperatively use the PHOENIX hosted and developed municipal tax dashboards on the PHOENIX Business Intelligence system (“System”).

RECITALS

1. CITY OF SAN LUIS is authorized by _____, and the SAN LUIS Tax Code Section Sec. ___-510 to enter into this Agreement.
2. PHOENIX is authorized by City Charter, Chapter 2, Section 2, and PHOENIX Tax Code Sec. 14-510 to enter into this Agreement.

3. This Agreement establishes the structure whereby other cities and towns access the System, reimburse PHOENIX for its cost of investment in the System, and share the costs of future continued cooperative use of the System.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

I. SCOPE OF AGREEMENT

1. System is already in place with dashboards providing municipal tax data furnished by DOR.

2. SAN LUIS agrees that PHOENIX will maintain and administer the System.

3. PHOENIX will provide System availability during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays.

4. External users will have a City of Phoenix Active Directory account created for access to the dashboards. This requires that external users have the appropriate background checks from their organizations that meet or exceed screening requirements established by ARS §41-4401.

5. Support services will be provided via telephone helpline during the hours of 7 a.m. – 5 p.m. (MST), Monday-Friday, excluding holidays. Users will report system errors to Support Services.

6. Outages due to scheduled or emergency network, software and/or

hardware maintenance will be broadcast to authorized users when possible in advance via email. All reasonable attempts will be made to get the System diagnosed and operational within twenty-four (24) hours.

7. PHOENIX will allow SAN LUIS to only use System to access SAN LUIS Taxes data supplied by DOR.

8. SAN LUIS will be billed by and shall reimburse PHOENIX, in advance of its access to SAN LUIS data, the sum of \$2,000.00 as its share of the cost for the System.

9. SAN LUIS will be billed \$375.00 annually as its share for the operational cost of cooperative used of the System, which shall be due thirty (30) days from the invoice date.

10. All activities relating to the provisions set forth in this Agreement are to be coordinated between the municipal tax officers or their designees.

11. Any failure of the System resulting from negligence by SAN LUIS is a breach this Agreement.

12. Municipal tax data hosted by PHOENIX and presented in the System is confidential information and may not be distributed or copied except as permitted by ARS §42-2003. The data sources are furnished by the DOR and are considered confidential information as defined in ARS §42-2001. PHOENIX does not control and cannot guarantee the relevance, timeliness, or accuracy of this data and provides no

warranty, expressed or implied, as to the accuracy, reliability or completeness of furnished data. Sample data types include, but may not be limited to:

Reports	Description
New License Report	Demographic information about taxpayers that have completed a Joint Tax Application with DOR, that have a location or expect to have taxable activity within that city/town.
License Update Report	Demographic information for Taxpayers that have had a change made to their account and have a location or have that city's/town's region code on their profile.
City Payment Journal Detail Report	Detailed information about money that is distributed to the city/town, including the taxpayer, business code and period covered for each distribution.
No Money Report	Detailed information about a taxpayer that has filed a net zero return for that city/town or has not paid any money for the return for the period covered by GL Accounting month.
Deduction Report	Detailed information about deductions that taxpayers have taken for activity within the city/town. The report will reflect the deductions taken for each location and each business code for the city.
Fund Distribution Report	Detailed information about money that is distributed to the city/town at the Fund Level, including the taxpayer, location code, business code and tax period covered for each distribution.

13. The System supports five TPT Simplification dashboards listed below:

	Dashboard Description
Centralized Payment Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town (City Payment Journal Detail from DOR) by DOR, including the taxpayer, business code and tax period covered for each distribution.
Centralized	This dashboard provides visualization and detailed demographic

License Analysis	information (License Update Report and New License Report from DOR) for taxpayers that have a taxable location in Arizona.
Centralized Fund Analysis	This dashboard provides visualization and detailed information about money that is distributed to a city/town at the Fund Level (Fund Distribution Report from DOR), including the taxpayer, location code, business code and period covered for each distribution.
Centralized Deduction Analysis	This dashboard provides visualization and detailed information about deductions (Deduction Report from DOR) that taxpayers have taken on their returns. The report reflects deductions taken for each location and each business code by jurisdiction.
Centralized No Payment Analysis	This dashboard provides visualization and detailed information about a) taxpayers that have filed a no activity/zero return b) taxpayers that have not filed a return for a location for a city and c) taxpayers that have filed a return but failed to remit payment. The source is the No Money Report from DOR.

14. The System supports the three user security models listed below. Each subscribing city/town will select one of the three security profiles below for each user that they designate for System access. SAN LUIS acknowledges that each individual user should be assigned the lowest level of security needed depending on their job duties. SAN LUIS also acknowledges that information obtained from DOR, and displayed by Phoenix, is confidential information and may only be disclosed as authorized by ARS § 42-2003. Should PHOENIX become aware of unauthorized use or disclosure of confidential information, all users shall be revoked and this agreement shall terminate upon notice to SAN LUIS.

Security Model	Security Model Description
Restricted	This role for management staff allows access to the summary level data view for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Mid-Level	This role for accounting staff allows access to the summary and detail level data views for financial dashboards (Centralized Payment Analysis and Centralized Fund Analysis) for the user's jurisdiction.
Full Access	This role for audit/enforcement/supervisory user staff allows access to the summary and detail level data views for financial dashboards (Centralized Fund Analysis) for the user's jurisdiction and access to the Centralized Payment Analysis, Centralized License Analysis, Centralized Deduction Analysis, and No Payment Analysis dashboards for any jurisdiction, subject to pre-existing limitations outside of this Agreement.

II. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective on the date of execution and shall continue in full force and effect until it is terminated either by mutual agreement of the parties or by either party giving the other at least thirty (30) calendar days advance written notice of termination of the Agreement, which notice shall specify the date of termination.

2. SAN LUIS or PHOENIX may cancel this Agreement at any time without penalty or further obligation. No pro-rata refund will be returned.

3. This Agreement is subject to the cancellation provisions of ARS §38-511.

4. Cancellation pursuant to either Paragraphs 2 or 3 above shall be effective when written notice from the chief executive officer of one city/town is received by the other party to this Agreement, unless the notice specifies a later time.

5. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) whether direct or indirect (hereinafter collectively referred to as "Claims") arising out of System use, 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.

6. SAN LUIS and PHOENIX both have an intergovernmental agreement with the State of Arizona whereby each obtains taxpayer information from the State subject to the conditions set forth in the intergovernmental agreement, including those pertaining to confidentiality as defined in ARS §42-2001, and that confidential information may not be disclosed except as provided by statute, ARS §42-2001(B). To the extent that information being utilized by SAN LUIS and hosted by PHOENIX may have been obtained initially from the State, each agrees to abide by the terms and conditions set forth in their respective intergovernmental agreements with the State of Arizona.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

CITY OF SAN LUIS

Attn:

CITY OF PHOENIX

Finance Department, Tax Division

Attn: Tax Administrator

251 W. Washington Street, 9th Floor

Phoenix, AZ 85003

8. This Agreement contains the entire understanding between the parties, and no statements, promises or inducements made by either party, their agents or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each party hereto.

9. The failure to exercise any right, power or privilege under this Agreement shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege.

10. In the event that any provision, or any portion of any provision, of this Agreement is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall have no effect on the remaining portion of any provision or any other provision which can be given effect without the invalid provision and to this end the provisions of this Agreement shall be deemed to be severable.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF PHOENIX
a municipal corporation
ED ZUERCHER, City Manager

CITY OF SAN LUIS
a municipal corporation
NAME, City Manager

By _____
ED ZUERCHER

By _____
NAME

ATTEST:

ATTEST:

City Clerk

Clerk

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF PHOENIX

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF SAN LUIS

City Attorney

City Attorney



AGENDA ITEM REVIEW FORM

Work Session

2.C.

Meeting Date: 06/05/2019

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Carlos Cortes, Assistant Director of Finance, Finance Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the approval of Lighting and Retention Basin Assessment Districts Budget for Fiscal Year 2019-2020. **(Carlos Cortes, Assistant Director of Finance)**

SUMMARY:

These assessment districts were formed to provide street lighting and retention basin maintenance services in the developments. The County of Yuma requires City Council's approval for the budget in order to levy the assessments. The amounts are based on the estimated cost the city will incur to provide these services.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$392,160.00
BUDGETED AMOUNT:	\$392,160.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	808-880-40600 Assessments Property Tax

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

The Amounts are included in the proposed fiscal budget 2019.

Attachments

ASSESSMENTS FY2020

**CITY OF SAN LUIS
FY 2020 IMPROVEMENT DISTRICT BUDGET SCHEDULE
ENHANCED MUNICIPAL SERVICES**

DISTRICT NAME	ACRES	Maintenance	Street Lighting	Total Assessment
Bienestar 7A	1.00	\$ 13,380	2,429	\$ 15,809
Bienestar 7B	1.50	10,005	3,605	13,610
Las Quintas I - Ph I	1.00	8,225	2,226	10,451
Las Quintas I - Ph II	1.50	11,850	1,418	13,268
Las Quintas II	1.90	21,695	1,786	23,481
Los Portales 4 - Ph 5	0.75	7,330	1,536	8,866
Rancho los Oros	1.50	17,095	5,966	23,061
Rio Sereno	0.75	10,010	2,226	12,236
Los Olivos	1.75	22,545	4,806	27,351
Bienestar 8A	1.65	19,360	3,442	22,802
Bienestar 8B	1.65	23,775	5,161	28,936
Las Brisas	1.00	7,240	2,482	9,722
Frontera Estates II	1.00	15,615	3,745	19,360
Bienestar 9A Ph I	3.25	28,800	7,109	35,909
Bienestar 9A Ph II	1.00	17,700	1,489	19,189
Bienestar 9B	5.20	50,680	16,496	67,176
Industrial Park - Magrino	-	-	3,155	3,155
Industrial Park - Sam Group	-	-	1,058	1,058
Santa Cecilia I	1.10	12,500	2,905	15,405
Santa Cecilia II	1.43	18,635	2,681	21,316
	29	\$ 316,440	\$ 75,720	\$ 392,160

CITY OF SAN LUIS
Retention Basin Assessments
Parks Department - Budget FY 2020
Estimated Amounts per Acre

<u>Requirement</u>	
Labor	
1 Maintenance Specialist for 26 acres a year Per Budget Salary Schedule	\$ 40,137
	Labor Allocation per acre
Maintenance / Other	Unit Cost 12 mo
Sprinklers (4 - 6 per month)	\$ 50 \$ 600
Rye Seeds	
- Summer & Summer	3.48 \$ 320 \$ 2,230
Fertilizer - 3 times a year	
Purchased by Tons/ cost per Lb	
43,560 SQF per acre	3.3 30.00 \$ 297
13,200 per 50 pounds	
	Total Maintenance/Other per Acre
Minor Tools & Equipment	
Maintenance/other	\$ 900
Tools & Equipment - Blower	1,100
Tools & Equipment - Weedeater	1,100
	<u>\$ 3,100</u>
	Total minor Tools and Equipment per Acre
Fuel & Diesel	
\$ 70 Dlls per week (52)	<u>\$ 3,640</u>
	Total Fuel & Diesel Rate per Acre
	Total Maintenance per Acre

<u>DISTRICT NAME</u>	<u>Total</u>					
	<u>Acres</u>	<u>Labor</u>	<u>Water Bill</u>	<u>Maintenance</u>	<u>Streetlights</u>	<u>Total</u>
Bienestar 7A	1.00	1,387.38	10,020	13,380	2,429	15,809
Bienestar 7B	1.50	2,081.08	4,965	10,005	3,605	13,610
Las Quintas I - Ph I	1.00	1,387.38	4,865	8,225	2,226	10,451
Las Quintas I - Ph II	1.50	2,081.08	6,810	11,850	1,418	13,268
Las Quintas II	1.90	2,636.03	15,310	21,694	1,786	23,481
Los Portales 4 - Ph 5	0.75	1,040.54	4,810	7,330	1,536	8,866
Rancho los Oros	1.50	2,081.08	12,055	17,095	5,966	23,061
Rio Sereno	0.75	1,040.54	7,490	10,010	2,226	12,236
Los Olivos	1.75	2,427.92	16,665	22,545	4,806	27,351
Bienestar 8A	1.65	2,289.18	13,815	19,359	3,442	22,801
Bienestar 8B	1.65	2,289.18	18,230	23,774	5,161	28,936
Las Brisas	1.00	1,387.38	3,880	7,240	2,482	9,722
Frontera Estates II	1.00	1,387.38	12,255	15,615	3,745	19,360
Bienestar 9A Ph I	3.25	4,509.00	17,880	28,801	7,109	35,910
Bienestar 9A Ph II	1.00	1,387.38	14,340	17,700	1,489	19,189
Bienestar 9B	5.20	7,214.39	33,205	50,678	16,496	67,175
Industrial Park - Magrino	-	-	-	-	3,155	3,155
Industrial Park - Sam Group	-	-	-	-	1,057	1,057
Santa Cecilia I	1.10	1,526.12	8,805	12,501	2,905	15,406
Santa Cecilia II	1.43	1,983.96	13,830	18,635	2,681	21,316

Totals 28.93 40,137.00 \$ 219,230 \$ 316,442 \$ 75,719 \$ 392,161

SUMMARY

Labor	40,137					
Maintenance / Other	90,472		Tools	3,100		\$ 321,650
Tools & Equipment	3,100		Direct Maint	\$ 23,600		\$ 70,511
Fuel & Diesel	3,640		Water	219,230		
			Allocation - Parks	70,510		
Total Summary	<u>\$ 137,349</u>		Electricity	75,720		
				<u>\$ 392,160</u>		

CITY OF SAN LUIS
 PARKS DEPARTMENT
 WATER BILLS / RETENTION BASIN ACCOUNTS

ASSESSMENT DISTRICTS			Estimation FY 2019											
No Cta	NAME	ADDRESS	JUL	AUG	SEP	NOV	DEC	JAN	Feb	Mar	est 3mo	Usage	Total Budget	
130811-001	Rancho Los Oros	1341 LOS PORTALES AVE	373.23	533.19	395.95	460.58	353.44	392.99	305.63	281.73	1,141.11	4,564.44	4,565.00	4,565
131031-001	Rancho Los Oros	1383 LOS PORTALES AVE	316.54	289.98	355.52	388.27	299.13	299.13	232.43	252.80	905.96	3,623.84	3,625.00	3,625
131331-001	Rancho Los Oros	1425 LOS PORTALES AVE	275.23	396.24	376.77	389.45	259.00	332.49	313.01	269.04	965.89	3,863.57	3,865.00	3,865
15990-001	Rio Sereno	283 E VIRGINIA ST	497.18	549.13	587.79	467.67	334.25	318.33	285.55	278.78	1,217.74	4,870.97	4,870.00	4,870
15991-001	Rio Sereno	247 E NANCY ST	256.34	223.88	207.63	207.63	207.63	207.63	207.63	207.63	654.29	2,617.15	2,620.00	2,620
16991-001	Las Quintas I - Ph I	1497 N 9 TH AVE	434.01	578.35	511.64	384.14	371.44	365.25	362.29	314.78	1,216.46	4,865.84	4,865.00	4,865
16992-001	Las Quintas I - Ph II	1569 N NYDIA AVE	773.43	1,032.57	862.57	207.63	207.63	207.64	207.63	776.39	2,325.00	6,808.12	6,810.00	6,810
17999-001	Bienestar 7A	1429 N 9TH AVE	762.52	972.07	1,454.93	978.56	684.88	807.97	557.97	439.91	2,504.17	10,016.69	10,020.00	10,020
65332-001	Los Portales	285 RIO SONORA ST	457.62	521.38	588.08	414.83	364.07	324.52	307.69	299.73	1,202.29	4,809.16	4,810.00	4,810
90008-001	Bienestar 7B	1245 N CABELLO AVE	408.93	472.98	561.23	370.56	342.52	483.01	473.57	301.79	1,241.16	4,964.63	4,965.00	4,965
90014-001	Los Olivos	1544 E LOS OLIVOS DR	2,045.21	2,034.59	1,871.37	2,113.97	973.84	918.05	859.03	603.43	4,166.04	16,664.15	16,665.00	16,665
90022-001	Bienestar 8A	331 N FIGUEROA DR	2,239.41	1,889.38	1,413.61	824.49	779.04	832.17	714.12	469.63	3,454.22	13,816.87	13,815.00	13,815
90043-001	Bienestar 8B	1735 SAN PEDRO ST	947.86	1,201.98	1,315.32	1,361.65	560.04	350.49	320.38	472.10	2,393.00	9,572.01	9,570.00	9,570
90044-001	Bienestar 8B	2029 E SN PEDRO ST	676.93	815.34	1,180.45	1,224.41	733.30	432.25	477.40	441.11	2,164.38	8,657.51	8,660.00	8,660
90050-001	Frontera States	928 E WASHINGTON LN	1,226.19	1,240.06	1,187.22	1,604.85	1,006.89	779.92	580.41	542.04	3,063.37	12,253.49	12,255.00	12,255
90052-001	Bienestar 9A	3751 E UDALL LN	1,655.62	1,955.19	1,719.66	3,084.12	1,535.79	813.58	557.09	705.55	4,469.54	17,878.16	17,880.00	17,880
90057-001	Las Brisas	1422 N SOL AVE	389.15	455.56	410.70	382.96	256.04	278.78	230.66	221.22	970.11	3,880.44	3,880.00	3,880
90065-001	CITY OF SAN LUIS - 9B	216 N FRANK SANDOVAL CT	1,272.81	1,200.00	1,131.15	1,729.11	946.98	514.01	646.82	645.93	2,945.84	11,783.36	11,785.00	11,785
90066-001	CITY OF SAN LUIS - 9B	3415 E JANET NAPOLITANO BLVD	2,148.22	2,219.63	2,109.26	3,356.24	1,717.31	854.31	1,147.37	1,169.81	5,354.09	21,416.35	21,420.00	21,420
24342-002	Bienestar 9A Ph2	4015 E Los Olivos	1,773.68	1,559.10	1,694.28	1,954.60	1,244.78	687.55	474.16	542.04	3,658.19	14,632.76	14,340.00	14,340
90080-002	Sta Cecilia I	3809 Ortega				957.90	656.56	766.64	719.72	695.55	4,402.41	8,804.82	8,805.00	8,805
90082-002	Sta Cecilia II	4027 Ortega						207.63	207.63	2,644.89	1,020.05	4,080.20	13,830	13,830
90075-002	Las Quintas II	1530 N QUINTERO AVE	1,331.26	1,585.97	1,391.17	1,050.87	660.39	667.19	586.32		4,052.52	12,157.56	12,160.00	12,160
90076-002	Las Quintas II	1690 N QUINTERO AVE	249.85	264.90	254.87	271.10	262.54	272.58	265.20		1,049.43	3,148.28	3,150.00	3,150
TOTAL Utility Exps			20,511.22	20,140.60	19,935.13	21,905.72	13,178.00	9,512.52	8,786.68			209,750.36	219,230	219,230
Retention Basin / Improv. Distrits - Assessment			17,156.43	18,581.50	18,240.85	19,951.12	11,933.22	9,512.52	8,786.68			209,750.36		219,230
Total (-) Assessment (=) Parks Water Expenses			3,354.79	1,559.10	1,694.28	1,954.60	1,244.78	-	-			-		-

CITY OF SAN LUIS
Assessment Districts - Budget 2019 -2020
Street Lighting

DISTRICT	Light Type	Maintenanc	Cost / Unit	Monthly Cost	Surcharge	Total Annual Cost
BIENESTAR 7A	100 W	18	\$6.320	\$113.76	10.99	\$1,497
	150 W	2	\$8.820	\$17.64	1.70	\$232
	POLES	20	\$2.660	\$53.20	5.14	\$700
						\$2,429
BIENESTAR 7B	100 W	25	\$6.320	\$158.00	15.26	\$2,079
	150 W	5	\$8.820	\$44.10	4.26	\$580
	POLES	27	\$2.660	\$71.82	6.94	\$945
						\$3,605
LAS QUINTAS I - Ph1	100 W	15	\$6.320	\$94.80	9.16	\$1,247
	150 W	3	\$8.820	\$26.46	2.56	\$348
	POLES	18	\$2.660	\$47.88	4.63	\$630
						\$2,226
LAS QUINTAS I - Ph2	100 W	12	\$6.320	\$75.84	7.33	\$998
	POLES	12	\$2.660	\$31.92	3.08	\$420
						\$1,418
*** LAS QUINTAS II	41 W	25	\$2.790	\$69.75	6.74	\$918
Type/Leds	POLES	23	\$2.870	\$66.01	6.38	\$869
						\$1,786
LOS PORTALES 4& 5	100 W	13	\$6.320	\$82.16	7.94	\$1,081
	POLES	13	\$2.660	\$34.58	3.34	\$455
						\$1,536
RANCHO LOS OROS	100 W	44	\$6.320	\$278.08	26.86	\$3,659
	150 W	6	\$8.820	\$52.92	5.11	\$696
	POLES	46	\$2.660	\$122.36	11.82	\$1,610
						\$5,966
RIO SERENO	100 W	15	\$6.320	\$94.80	9.16	\$1,247
	150 W	3	\$8.820	\$26.46	2.56	\$348
	POLES	18	\$2.660	\$47.88	4.63	\$630
						\$2,226
LOS OLIVOS	100 W	34	\$6.320	\$214.88	20.76	\$2,828
	250 W	5	\$11.460	\$57.30	5.54	\$754
	POLES	35	\$2.660	\$93.10	8.99	\$1,224
						\$4,806
BIENESTAR 8A	100 W	25	\$6.320	\$158.00	15.26	\$2,079
	250 W	3	\$11.460	\$34.38	3.32	\$452
	POLES	26	\$2.660	\$69.16	6.68	\$910
						\$3,442
BIENESTAR 8B	100 W	37	\$6.320	\$233.84	22.59	\$3,077
	250 W	5	\$11.460	\$57.30	5.54	\$754
	POLES	38	\$2.660	\$101.08	9.76	\$1,330
						\$5,161

CITY OF SAN LUIS
Assessment Districts - Budget 2019 -2020
Street Lighting

	LAS BRISAS	100 W	21	\$6.320	\$132.72	12.82	\$1,746
		250 W	0	\$11.460	\$0.00	-	\$0
		POLES	21	\$2.660	\$55.86	5.40	\$735
							\$2,482
	FRONT. ESTATES 2	100 W	20	\$6.320	\$126.40	12.21	\$1,663
		250 W	8	\$11.460	\$91.68	8.86	\$1,206
		POLES	25	\$2.660	\$66.50	6.42	\$875
							\$3,745
	BIENESTAR 9A PH 1	100 W	35	\$6.320	\$221.20	21.37	\$2,911
		250 W	16	\$11.460	\$183.36	17.71	\$2,413
		POLES	51	\$2.660	\$135.66	13.10	\$1,785
							\$7,109
	*** BIENESTAR 9A Ph II	41 W	21	\$2.790	\$58.59	5.66	\$771
	Type/Leds	POLES	19	\$2.870	\$54.53	5.27	\$718
							\$1,489
	BIENESTAR 9B	100 W	94	\$6.320	\$594.08	57.39	\$7,818
		250 W	29	\$11.460	\$332.34	32.10	\$4,373
		POLES	94	\$2.660	\$250.04	24.15	\$3,290
		POLES	29	\$ 2.66	\$77.14	7.45	\$1,015
							\$16,496
	Industrial Park - Magrino	150 W	21	\$8.820	\$185.22	17.89	\$2,437
		POLES	19	\$2.870	\$54.53	5.27	\$718
							\$3,155
	Industrial Park - Sam Group	150 W	7	\$8.820	\$61.74	5.96	\$812
		POLES	7	\$2.660	\$18.62	1.80	\$245
							\$1,057
	*** Santa Cecilia I	100 W	39	\$2.790	\$108.81	10.51	\$1,432
	Type/Leds	POLES	39	\$2.870	\$111.93	10.81	\$1,473
							\$2,905
	*** Santa Cecilia II	100 W	36	\$2.790	\$100.44	9.70	\$1,322
	Type/Leds	POLES	36	\$2.870	\$103.32	9.98	\$1,360
							\$2,681

GRAND TOTAL: \$75,719



AGENDA ITEM REVIEW FORM

Work Session

2.D.

Meeting Date: 06/05/2019

Department Head: Richard Jessup, 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 the purchase of 17 Mobile Data Computers (MDCs) with associated hardware to be purchased using funding approved by an Intergovernmental Agreement under Subrecipient Agreement Number 180436-02, Operation Stonegarden Grant Program Award. **(Richard Jessup, Chief of Police)**

SUMMARY:

The City of San Luis Police Department has been awarded \$60,000.00 for 12 Mobile Data Computers (MDCs) under the Fiscal Year 2019 Operation Stonegarden Program Award under Subrecipient Agreement Number 180436-02 .

The Mobile Data Computers will be specifically used to support Operation Stonegarden. During the times of the operation, officers will maintain vigilance in high traffic areas along the border and employ methods to assist in deterring illicit cross-border traffic in areas predetermined and identified by the City of San Luis Police Department to include areas between the United States-Mexico border, Cesar Chavez Boulevard, Avenue B, Avenue H, the levee and County 21½, Highway 95 and Arizona 195.

The San Luis Police Department is requesting to purchase 17 Mobile Data Computers and hardware from Mobile Concepts Technology (MCT) for the amount of **\$58,998.50**. Mobile Concepts Technology is under the National Association of State Procurement Officers Contract # ADSP018-183112 which will be in accordance with the San Luis City Code-Purchasing § 36.09, Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	\$60,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-90000 Special Revenue-Public Safety, PD: Capital Outlay/Equipment

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

The San Luis Police Department will receive \$41944.97 for equipment in the form of reimbursements through AZDOHS .

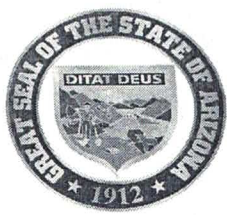
Account number 250-181-90000 Special Revenue-Public Safety, PD: Capital Outlay/Equipment.

Attachments

Award Letter

Subrecipient Agreement

Quote



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2018

Chief Richard Jessup
San Luis Police Department
PO Box 3720
San Luis, AZ 85349

Subject: FFY 2018 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **180436-02**
Project Title: **OPSG Equipment**

Dear Chief Jessup:

The OPSG Budget/Narrative Application 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 Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$60,000**. The grant performance period is **January 1, 2019 through December 31, 2019**. 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). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2018:

1. Two Subrecipient Agreements - 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 - Download this Excel document
3. NIMS Compliance Certification - Download this Excel 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, 2019 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. 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.

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 2018 Operation Stonegarden Grant Program

Budget Detail - Equipment

Agency: San Luis Police Department

Grant#: 180436-02

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subrecipient agrees to the funding shown here:

EQUIPMENT

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Mobile Data Computer	04HW-01-MOBL	12	\$5,000	\$60,000	
					\$60,000

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or

Assistant Director Planning & Preparedness

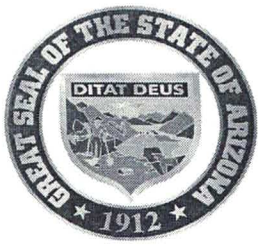
William D. Seltzer

Print Name

Signature

Date

This form is to be signed and returned.



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2018

Dear OPSG Stakeholder:

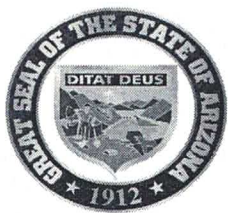
The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

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



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

December 27, 2018

Chief Richard Jessup
San Luis Police Department
PO Box 3720
San Luis, AZ 85349

Subject: FFY 2018 Operation Stonegarden Grant Program Award
Subrecipient Agreement Number: **180436-02**
Project Title: **OPSG Equipment**

Dear Chief Jessup:

The OPSG Budget/Narrative Application 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 Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$60,000**. The grant performance period is **January 1, 2019 through December 31, 2019**. 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). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS. Go to www.azdohs.gov, Grant Programs, Operation Stonegarden Grant Program, Grant Award Information, FFY 2018:

1. Two Subrecipient Agreements - 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 - Download this Excel document
3. NIMS Compliance Certification - Download this Excel 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, 2019 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. 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.

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

**SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT**

18-AZDOHS-OPSG-_____
(Enter Subrecipient Agreement number above (e.g., 180XXX-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

(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 1, 2019 and shall terminate on December 31, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG Equipment**" and funded at \$ _____ (as may have been modified by the award letter).
(Enter funded award amount above)

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

- a) Provide up to \$ _____ to the Subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov.

Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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 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.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients 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 Department of Homeland Security (DHS)/Federal Emergency Management Agency (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.

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. This includes internal personnel hired on backfill/overtime to deliver training. 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. See Travel Costs below.

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, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse 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://qao.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 via the Noncompetitive Procurement Request Form. 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.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

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. Any equipment lost, damaged or stolen shall be replaced by

the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. 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.
 - b. 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.
 - a. 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.
 - b. 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.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

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 Subrecipient 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 200.213 which provide protection against waste, fraud, and abuse by debarment 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. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. 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.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. 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 with requests 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 period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance 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 - 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 B – 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 C - 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 D - 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 E - 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 F - 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 G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - 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 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - 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 J - 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 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - 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 L - 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 M - 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 N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - 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 P - 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 C.F.R. Part 21 and 44 C.F.R. 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 Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - 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 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 - 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 U - 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 V - 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 W - 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.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - 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 Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – 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 AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) 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.

Article AC - 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 related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - 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 AE - 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 AF - 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 AG - 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 Executive Order 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 AH - 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 AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - 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 AL - 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 from 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 AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - 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).

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 DHS 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).

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 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

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

13669 South 37th Place
Phoenix, AZ 85044

Name/Address
San Luis Police Department Lt. Miguel Alvarez 1030 E. Union Street San Luis, Arizona 85349

Date	Estimate No.	Project
03/27/19	1252	

Item	Description	Quantity	Cost	Total
CF-33LE-06VM	PANASONIC : Public Sector Specific,Win10 Pro,Core i5-7300U,12in Touch+Digitizer,8GB,256GB SSD,Intel a/b/g/n/ac,TPM 2.0,BT,Dual Pass (Upper:WWAN/Lower:dGPS),4G LTE Multi Carrier (EM7455),dGPS,Webcam,8MP Cam,Contactless SmartCard,2D Bar Laser(N6603),Toughbook Preferred	17	2,550.00	43,350.00T
CF-VVK331M	PANASONIC : 33 Vehicle Dock Adapter (VDA) Bundle-dual pass.For CF-33.Includes Lite Keyboard.USB 2.0, Dual RF, Docking Connector, Key Lock, Tablet Release with Lock/Unlock, Keyboard Release.VDA fits in any Gamber-Johnson/Havis 31 Vehicle Dock.Coil cable not included.	19	465.00	8,835.00T
CF-VST332U	PANASONIC : Rotating Hand Strap for CF-33.Not compatible with 33 Vehicle Tablet Dock when using CF-33 with both Long Life Battery and Rotating Hand Strap.Includes stylus pen holder and kickstand.	17	70.50	1,198.50T
7110-1214	PANASONIC-Gamber Johnson stiffner for use with GJ laptop 2 in 1 vehicle docks for CF-33. AZ State Sales Tax	17	35.00 9.30%	595.00T 5,020.00
NASPO Contract # ADSP018-183112 NASPO			Total	\$58,998.50



AGENDA ITEM REVIEW FORM

Work Session

2.E.

Meeting Date: 06/05/2019

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 contract with Lantis Productions, Inc., for a fireworks presentation during the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

The City of San Luis, Parks & Recreation Department, has been working with Lantis Productions, Inc., for many years in using their services for the fireworks presentation at the 4th of July event. For over 10 years, Lantis has provided us with exceptional service and has helped make our event a memorable one for all of our residents. Lantis has been in the business since 1945 and has a national reputation. Pyrotechnics, by their very nature, are explosive and extremely dangerous devices which should only be handled by trained and experienced professionals. The City of San Luis knows of Lantis Productions, Inc., and has a long-standing proven track record with them. The amount that is being spent is less than \$35,000.00 and is within the range of the San Luis City Code-Purchasing Section 36.01(D). This section provides in part that a written explanation can be maintained with the purchasing documents explaining why quotes were not obtained. Because this is a unique and dangerous service and it would be unwise to deal with an unknown provider. This is why staff would like to inform the city council the reason why Parks & Recreation is not seeking three (3) quotes for fireworks providers with the purchasing documents.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Final version of the contract to be provided by the time of the Regular Meeting on June 12, 2019

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$20,400.00
BUDGETED AMOUNT:	Budgeted for Fiscal Year 2020
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Special Services - 100-145-80005

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

Fiscal impact as described above. This expense was budgeted within the Recreation Department budget for Fiscal Year 2020 which is currently in progress.

Attachments

Fireworks Contract

Fireworks Invoice - 2019 Four of July

Purchasing Code 36.01 (D) MEMO

50%/50%

Show: 19060

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on March 20, 2019 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and San Luis of Arizona (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of Twenty Thousand Four Hundred and No/100 (\$20,400.00) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract	\$ 10,200.00
2. Due ten days prior to the show	\$ 10,200.00
Total:	\$ 20,400.00

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 4, 2018. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only, the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Arizona. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on March 20, 2019 at Fairfield, UT.

Lantis Productions Inc.

by: 

Kenneth L. Lantis, President

CLIENT

Executed on behalf of _____ this day of _____, 2019
at,

by: _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show 19060

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: San Luis

Billing Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

Show Date: July 4, 2019 Approximate Time: 10:30 PM Length of Show: 20 min

Show Location: Joe Orduno Park
 965 North Park Ave.
 San Luis, Arizona 85349

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2ND Alternate

Louie Galaviz

Angel Ramirez

Name

Name

P.O. Box 1170

P.O. Box 1170

Address

Address

San Luis, Arizona 85349

San Luis, Arizona 85349

City, State, Zip

City, State, Zip

Phone Office 928-341-8535

Phone Office 928-446-1535

Home _____

Home _____

Cell 928-919-8613 _____

Cell _____

Specific Address of Display Site:

Joe Orduno Park
965 North Park Ave.
San Luis, Arizona 85349

Routing to Location from Major Highway:

1-8 to 16th street. Take a left on 16th St. to Ave B. Take left on Ave B- all the way to San Luis. Take left on Juan Sanchez Blvd. Take Left into Joe Orduno Park.

Extremely Important Nearest Airport:

Yuma International Airport

Approximate Distance: 20 miles Miles

Additional Comments. _____ Use: reverse side if needed.

INSURANCE CERTIFICATE REQUISITION
Lantis Productions Inc

Show: 19060

Client Name: San Luis

Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

Display Date: July 4, 2019

Approximate Time: 10:30 PM

Location of Display: Joe Orduno Park
965 North Park Ave.
San Luis, Arizona 85349

Exact Names of those to be insured: City of San Luis

Name of Site Property Owner: City of San Luis

Insurance Certificate is to be issued to: City of San Luis

Title: Parks & Rec Director Phone: 928-341-8535

Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA
Lantis Productions Inc.

Show: 19060

Dear Customer: San Luis

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.



LANTIS
Fireworks & Lasers

Lantis Fireworks & lasers

P.O. Box 491
Draper, Utah 84020
801-768-2255 fax 801-768-2433

Invoice No. **19060**

INVOICE

Customer

Name San Luis
Address 965 North park Ave
City San Luis State AZ Zip 85349
Phone 928.341.8535

Date 3/20/2019
Order No. _____
Rep Kaiden
FOB _____

Qty	Description	Unit Price	TOTAL
1	Display Show	\$20,400.00	\$20,400.00
<p style="color: red; text-align: center;">Please reference the invoice number when making your payment.</p> <p style="color: red; text-align: center;">Thank you!!!!</p>			

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$20,400.00
Shipping & Handling	\$0.00
Taxes	State
TOTAL	\$20,400.00

Office Use Only

Thank You

Date: April 2, 2018

To: Monica Castro, Finance Director
Angelica Cifuentes, Purchasing Agent

From: Kay Marion Macuil, City Attorney

Copy: L. Galaviz, Parks and Recreation Director

Re: Contract with Lantis Productions, Inc. in the Amount of \$20,400.00
For the 4th of July Fire Works

The attached Contract with Lantis Productions, Inc. and its attachments are submitted for installment payments as directed in the contract.

The Parks and Recreation Department did not solicit 3 written quotations because: Fireworks are explosive and dangerous by nature. Only trained professionals should handle fireworks. Lantis Productions, Inc. has been in the business since 1945 and has a national reputation. San Luis has contracted with Lantis Productions for more than 10 years without a safety incident. It would not be prudent to deal with an unknown provider for this inherently dangerous service.

The San Luis City Code-Purchasing Section 36.01(D) States:

\$15,000.00 to \$34,999.99. Whenever any contemplated purchase for the sum of at least \$15,000 but not more than \$35,000 the requisitioning department with the assistance of the purchasing department shall solicit three written quotations (inclusive of all cost) from vendors and submit them to the purchasing department, for awarding to the lowest responsive quote. If three written quotations cannot be obtained, documentation showing vendors contacted that did not offer price quotations, or **explaining why price quotations were not obtained shall be maintained with the purchasing documents.** (Bolding added for emphasis).

This memo serves as the explanation why the Parks and Recreation Department did not solicit 3 quotes.



AGENDA ITEM REVIEW FORM

Work Session

2.F.

Meeting Date: 06/05/2019

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 the waiving of formal purchase procedures under City Code-Purchasing Section 36.01(H) for the rental of inflatable slides from Poly's Party Rentals for the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

For the last three years, the City of San Luis has been awarded Best Community Celebration by Yuma's Best - Yuma Sun Reader's Choice. As the years go by, the Parks & Recreation staff does its very best to create an exciting 4th of July Celebration for all ages. This year, staff would like to have a bigger and better kids area so children can be entertained throughout the whole event. Staff plans on renting more water slides, jumpers, bouncing jumpers & obstacle courses to place within the soccer field, which once again will be the Kids Zone.

In order to bring all these inflatables to the 4th of July celebration, staff is asking Council for directions to waive the procurement code §36.01 (C) which states that whenever any contemplated purchase is for the sum of at least \$5,000.00 but not more than \$14,999.99 the requisitioning department with the assistance of the purchasing department shall solicit three (3) verbal quotes (inclusive of all cost) from vendors and submit them to the purchasing department, for awarding to the lowest responsive quote. If three (3) verbal quotes cannot be obtained, documentation showing vendors contacted that did not offer quotes, or explaining why quotes were not obtained shall be maintained with the purchasing documents.

Staff would like City Council to approve a waiver of the above formal procedures due to the fact that it considers Poly's Party Rentals to be a sole source provider for this type of rental in our area. Poly's Party Rentals have provided our department with the rental of inflatables for the last couple of years and at a reasonable price. This year, they are planning on providing us with a rock climbing wall, trackless train, 10 water slides, a slip and slide, a double obstacle course with water slide, a 4 lane bouncer and three (3) dry jumpers for the amount of seven thousand eight hundred-four dollars and eighty cents (\$7,804.80). They are a local business out of Yuma County who have provided us with exceptional services and is on site for any inconveniences that may arise. This is why staff is asking for direction from Council in moving forward with Poly's Party Rental as our sole source provider in this area for the rental of inflatables for the 4th of July celebration and waive the procurement code §36.01 (C) in which three (3) bids are required.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$7,804.80
BUDGETED AMOUNT: Budgeted for Fiscal Year 2020
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services -
100-145-80005

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

Fiscal impact as described above. This expense was budgeted within the Recreation Department budget for Fiscal Year 2020 which is currently in progress.

Attachments

Poly's Party Rentals - 4th of July Invoice
Exclusive Service / Sole Source Request - Poly's Party Rental's
Family Fun Zone - Memo

Poly's Party Rentals

PHONE: (928) 920 1914 or (928) 247 2734
 P.O. BOX 7311, YUMA, AZ 85306
 15148 S. AVE. 3 1/4 E. YUMA, AZ 85365

*Obstacles, Water Slides, Mechanical Bull, Jumpers, Rockoles, Jumper/Water Slide Combos, Tables, Chairs, Banners, Table Cloths, Etc.

FECHA		
DAY	MONTH	YEAR
		1344

CUSTOMER: City of San Luis CELL #: _____
 ADDRESS: Soccer Field HOME #: _____

QUANTITY	SIZE	DESCRIPTION	PRICE EACH	TOTAL
1		Rock Climbing Wall	6hrs	\$800
1		Trackless Train	6hrs	\$800
1	40ft	Water Slide - 2 lane	-	\$600
1	32ft	Water Slide - 2 lane	-	\$420
1	22ft	Water Slide - 2 lane	-	\$350
1	26ft	Water Slide -	-	\$275
1	16ft	Water Slide	-	\$150
1	20ft	Safari Water Slide - 3 lane	-	\$600
1	18ft	Dolphin Water Slide	-	\$175
1	12ft	Wave Water Slide	-	\$165
1		Jumper w/ 2 water slides	-	\$225
1		Slip N Slide	-	\$175
1	16ft	Water Slide - 2 lane	-	\$190
1	24ft	Double Obstacle course water slides	-	\$600
1		Bouncer - 4 lanes	6hrs	\$1,200
1	DRY	Big Jumper w/ Slide Palms	-	\$175
2	13x13	Jumpers	-	FREE
4		Generators extra	\$75	\$300

SUB-TOTAL \$	\$7,200
TAX \$	\$604.80
TOTAL \$	\$7,804.80

Special Instructions:

Date of Delivery:

Time of Delivery:

Thurs. July 4, 2019
12 pm - 12 am



City of San Luis

Parks & Recreation Department

Recreation Youth Center Cultural Center Aquatic Center Parks

Exclusive Service/Sole Source Request

February 16, 2019

To: Monica Castro, Finance Director

 Angelica Cifuentes, Procurement and Budget Compliance Officer

From: Louie Galaviz Parks and Recreation Director

 Jesus Meza Asst. Parks and Recreation Director

RE: Inflatable Rental Invoice for Fourth of July Celebration (Poly's Party Rentals)

Requesting under §36.02 if there is one firm, company, or individual capable of providing the service or commodity, and that service or commodity cannot be acquired from others, those services or commodities can be acquired without bidding. Since there is no requirement of bidding pursuant to this section, a waiver by Council when it approves such a purchase is not required. It is appropriate that there be a written explanation explaining why quotes were not obtained. Because this is a unique service, because if one wishes to rent a variety of dry & water inflatables locally and have them delivered and set up and also provide insurance, it is something that cannot be acquired from others, bidding would serve no purpose other than unnecessary time, expense, and effort on the part of city staff. This memo is offered as that explanation.

Louie Galaviz

Parks and Recreation Director

Date: May 29, 2019

To: Monica Castro, Finance Director
Angelica Cifuentes, Purchasing Agent

From: Lizandro Galaviz, Director of Parks & Recreation

Copy: J. Meza, Parks and Recreation Assistant Director
K. Macuil, City Attorney

Re: Poly's Party Rental's invoice for the amount of \$7,804.80 for the rental
Of water slides, inflatables, rock climbing wall and trackless train
For the 4th of July Celebration

The attached invoice with Poly's Party Supplies states all the inflatables & attractions he will be providing for the Family Fun Zone area for the 2019 Fourth of July Celebration.

The Parks and Recreation Department reached out to two local vendors, Susy's Party Supplies, LLC & Ashley's Party Supplies, and inquired about the rental of jumpers & water slides similar to those being offered by Poly's Party Rentals. When asking Susy's Party Supplies, LLC, 1334 E Main St. Ste C, Somerton, AZ – (928) 627-7557, about the services they provided, we were advised that they have a limited inventory of inflatables.

The Parks & Recreation Department also reached out to Ashley's Party Supplies, 3251 E. Gila Ridge Road #A3, Yuma, AZ 85365 - (928) 210-3749, in regards to the same inquiry of the rental of jumpers & water slides similar to those being offered by Poly's Party Rental's. Cinthia, who was the person that assisted us with our questions, advised that they do not deliver to parks nor do they provide insurance.

The San Luis City Code-Purchasing Section 36.01(C) States:

\$5,000 to \$14,999.99 inclusive. Whenever any contemplated purchase is for the sum of at least \$5,000 but not more than \$14,999.99 the requisitioning department with the assistance of the purchasing department shall solicit three verbal quotes (inclusive of all cost) from vendors and submit them to the purchasing department, for awarding to the lowest responsive quote. Verbal quotes shall be documented and maintained on file in the purchasing records of the city. **If three verbal quotations cannot be obtained, documentation showing vendors contacted that did not offer price quotations, or explaining why price quotations were not obtained shall be maintained with the purchasing documents.** (Bolding added for emphasis.)

This memo serves as the explanation why the Parks and Recreation Department did not solicit 3 quotes.



AGENDA ITEM REVIEW FORM

Work Session

2.G.

Meeting Date: 06/05/2019

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 on any and all matters regarding updates on the San Luis Senior Center and the collaboration with the Western Arizona Council of Governments (WACOG). (Lizandro Galaviz, Parks and Recreation Director and Aracely De La Hoya, Senior Services Manager)

SUMMARY:

This year, the City of Somerton did not include the San Luis Senior Center in its bid to WACOG for reimbursement of congregate meals for senior citizens. The staff of the City of San Luis is negotiating with WACOG to have the congregate meals program directly without going through Somerton. A contract with the details will be provided at the June 26, 2019, San Luis City Council Meeting.

Also, WACOG has offered the use of one of their vans for the Senior Center. It has only 2,000 miles on it. The City's vans have high mileage.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: TBD

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):

The WACOG congregate meals for senior citizens program is paid on a reimbursement basis.



AGENDA ITEM REVIEW FORM

Work Session**2.H.****Meeting Date:** 06/05/2019**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning 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. 2076. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within an area described as Bienestar Estates 10 Subdivision, San Luis, Arizona (Jose A. Guzman, Director of Planning & Zoning)

SUMMARY:

As a requirement of the City of San Luis subdivision regulations, a Street Lighting Improvement District is required for approved subdivisions. The city has received a petition to form a Street Lighting Improvement District for Bienestar Estates 10 Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

Proposed Resolution No. 2076



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2076

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CREATING A STREET LIGHTING IMPROVEMENT DISTRICT AND DECLARING ITS INTENTION TO PURCHASE ELECTRICITY, AND MAINTAIN POLES, LUMINARIES, AND UNDERGROUND CONDUIT, TOGETHER WITH A CHARGE FOR USE OF LIGHTING FACILITIES, FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 10 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for the street lighting improvement district has been presented by all of the real property owners of record for the real property described as Bienestar Estates 10 Subdivision, San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates a street lighting improvement district to be tentatively known as Bienestar Estates 10 Street Lighting Improvement District for the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona, and as further shown on Exhibit "A" attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to order the purchase of electricity which includes a charge for the maintenance and use of the lighting facilities. That the maintenance and purchase of electricity is of more than local or ordinary public benefit, and the cost is hereby made chargeable upon the District, and the District benefited by said streetlights is legally described as set forth in Section 1 hereinabove.

Section 3: That the cost of the electricity shall be the established rate of Arizona Public Service for street lighting service.

Section 4: That the lighting of the streets in the area described shall be in accordance with the lighting location plan hereby approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Bienestar Estates 10 Street Lighting Improvement District.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of supplying electricity to said Improvement District, no

assessment for district purposes against the property within such district exceeds the maximum contained in A.R.S. § 48-616.D, in which event the City of San Luis shall be liable for the cost of supplying electricity in excess of said statutory maximums.

Section 6: The City Council shall make an annual statement of the expenses relative to the District which shall be provided for by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Work Session

2.I.

Meeting Date: 06/05/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning 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. 2077. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services Improvement District of operating and maintaining certain retention basins within the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

SUMMARY:

As a requirement of the City of San Luis subdivision regulations, an Enhanced Municipal Services Improvement District is required for approved subdivisions. The City has received a petition to form an Enhanced Municipal Services Improvement District for Bienestar Estates 10 Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

Proposed Resolution No. 2077



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2077

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICE IMPROVEMENT DISTRICT OF OPERATING AND MAINTAINING CERTAIN RETENTION BASINS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 10 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for enhanced municipal services has been presented by all of the real property owners of record for the real property described as Bienestar Estates 10 Subdivision, San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates an enhanced municipal services district to be tentatively known as Bienestar Estates 10 Municipal Services Improvement District for the area described as Bienestar Estates 10 Subdivision, City of San Luis, Arizona, and as further shown on the subdivision plat or plats of record for Bienestar Estates 10 Subdivision with the Office of Public Works Director and the Office of City Engineer of the City of San Luis, Arizona. The legal description for the district is as follows:

See exhibit A attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to provide, for the enhance municipal services of the operation and maintenance of retention basins described as Bienestar Estates 10 Subdivision, City of San Luis, Arizona.

Section 3: That the operation and maintenance of said retention basins shall be in accordance with the plan showing location, type and character of the enhanced municipal services, as well as duplicate diagrams of the property contained within the improvement district which is here by approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Bienestar Estates 10 Municipal Services Improvement District.

Section 4: That all lots within the Improvement District will benefit by the enhanced municipal services of the operation and maintenance of said retention basins

at a higher level or greater degree than provided in the remainder of the City of San Luis that is not included in the Improvement District.

That the City Council shall make an annual statement and/or statements of the expenses relative to the District for the operation and maintenance of said retention basins which shall be provided by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Work Session

2.J.

Meeting Date: 06/05/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning 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. 2078. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention to provide the Enhanced Municipal Services of maintaining and repairing certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures within the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, all developers are responsible to completely landscape their development projects according to the approved plans. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins, and in other locations as provided in city regulations. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability, and improve community aesthetics.

The state legislature permits the creation of Municipal Improvement Districts for cities and towns to provide a dedicated funding stream for maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, and parking and parkways. This Improvement District will be utilized for landscape maintenance within Bienestar Estates 10 Subdivision. Residents within the Improvement District will pay a special assessment on their property tax bill.

This resolution authorizes the creation of Bienestar Estates 10 Landscape Improvement District to serve Bienestar Estates 10 Subdivision. After approval of this resolution, a second resolution ordering the improvements is needed to finalize the formation of the Improvement District process.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

Proposed Resolution No. 2078



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2078

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICES OF MAINTAINING AND REPAIRING CERTAIN LANDSCAPE IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION BASINS AND PARKING AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 10 LANDSCAPE IMPROVEMENT DISTRICT, SAN LUIS, ARIZONA.

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways;

WHEREAS, a petition has been received by Mayor and City Council of the City of San Luis to form a MID to provide operation, maintenance and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Bienestar Estates 10 ;

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving Bienestar Estates 10 will provide a dedicated stream of funding for the maintenance of those improvements and will provide neighborhood decisions on those improvements, and will privatize the maintenance of those improvements;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Bienestar Estates 10 to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be Bienestar Estates 10 District;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

SECTION 1: The petition to form a MID for Bienestar Estates 10 purporting to be signed by all of the real property owners within the proposed District attached as Exhibit "A" is hereby accepted as provided in A.R.S. § 48-574(C).

SECTION 2: Bienestar Estates 10 Landscape, serving Bienestar Estates 10 to operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of Bienestar Estates 10, is hereby created.

SECTION 3: The expenses of Bienestar Estates 10 Landscape shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 et seq.

SECTION 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a legal description of the boundary for Bienestar Estates 10 Landscape and a diagram for Bienestar Estates 10 Landscape to Mayor and City Council for consideration to declare an intention to order improvements to Bienestar Estates 10 Landscape as provided in A.R.S. § 48-576.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Work Session**2.K.****Meeting Date:** 06/05/2019**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning 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. 2079. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries and underground conduit incident to the installation of street lights for lighting public streets within the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

Once a resolution creating a Street Lighting Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing that district.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

Proposed Resolution No. 2079



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2079

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE PURCHASE OF ELECTRICITY AND TO ORDER THE MAINTENANCE OF POLES, LUMINARIES AND UNDERGROUND CONDUIT INCIDENT TO THE INSTALLATION OF STREET LIGHTS FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 10 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2076 for Bienestar Estates 10 Street Lighting Improvement District declaring the intention of the City to purchase electricity including a charge for the use of lighting facilities; and

WHEREAS, the cost of lighting is to be assessed on certain district known as Bienestar Estates 10 Street Lighting Improvement District; and

WHEREAS, the petition for street lighting improvement district which was used to create Bienestar Estates 10 Street Lighting Improvement District was signed by all of the real property owners within said district and A.R.S § 48-617.A authorizes the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provisions of A.R.S. S 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the improvement of Bienestar Estates 10 Street Lighting Improvement District.

[Remainder of page left intentionally blank, signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Work Session**2.L.****Meeting Date:** 06/05/2019**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning 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. 2080. A resolution of the Mayor and City Council of the City of San Luis Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Bienestar 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

Once a resolution creating an Enhanced Municipal Services Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing that district.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

Proposed Resolution 2080



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2080

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE OPERATION AND MAINTENANCE OF CERTAIN RETENTION BASINS FOR THE AREA DESCRIBED AS BIENESTAR ESTATES 10 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2077 for Bienestar Estates 10 Municipal Services Improvement District declaring the intention of the City to operate and maintain certain retention basins for an area described as Bienestar Estates 10 Subdivision, San Luis, Arizona; and

WHEREAS, the cost of operating and maintaining said retention basins is to be assessed on a certain district known as Bienestar Estates 10 Municipal Services Improvement District; and

WHEREAS, the petition for enhanced municipal services improvement district which was used to create the Bienestar Estates 10 Municipal Services Improvement District was signed by all of the real property owners within said district and A.R.S. § 48-575 C. authorized the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the enhanced municipal services of the improvement of Bienestar Estates 10 Municipal Services Improvement District.

[Remainder of page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Work Session

2.M.

Meeting Date: 06/05/2019

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning 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. 2081. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance and repair of certain landscape improvements included within, near and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures for the area described as Bienestar Estates 10 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

Once a resolution creating an Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing the Bienestar Estates 10 Landscape Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

Proposed Resolution No. 2081



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2081

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND ORDERING THE OPERATION, MAINTENANCE AND REPAIR OF CERTAIN LANDSCAPE IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKING AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES FOR AN AREA DESCRIBED AS BIENESTAR ESTATES 10 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of intention No. 2079 declaring the intention to create Bienestar Estates 10 Landscape Improvement District to operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Bienestar Estates 10 Subdivision;

WHEREAS, the petition to form Bienestar Estates 10 Landscape Improvement District was signed by all of the real property owners within the proposed District and A.R.S. § 574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and positing of the resolution of intention provided for in A.R.S. § 48-578.

WHEREAS, a legal description of the boundary for Bienestar Estates 10 Landscape Improvement District and a diagram for Bienestar Estates 10 Landscape Improvement District has been presented to City Council for consideration in this declaration of intention to order Bienestar Estates 10 Landscape Improvement District as provided in A.R.S. § 48-576.

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

SECTION 1: City Council orders Landscape Improvements for Bienestar Estates 10 Landscape Improvement District serving Bienestar Estates 10 Subdivision. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48- 574.

SECTION 2: City Council finds the Landscape Improvements for Bienestar Estates 10 Landscape Improvement District are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and pieces of land within the described real property of Bienestar Estates 10 Landscape Improvement District. City Council orders the cost and expense for the Landscape Improvements of Bienestar Estates 10 Landscape Improvement District be chargeable upon the real and personal property within Bienestar Estates 10 Landscape Improvement District, as described in Exhibits A and B attached. City Council declares that Bienestar Estates 10 Landscape Improvement District is benefited by the Landscape Improvements and the real and personal properties within Bienestar Estates 10 Landscape Improvement District are to be assessed the proportional share of the costs and expenses of the Landscape Improvements.

SECTION 3: All proceedings concerning the Landscape Improvements for Bienestar Estates 10 Landscape Improvement District, including the calculations for the costs and expenses and all assessments to pay the costs and expenses of the Landscape Improvements, shall be made in accordance with the provisions of Title 48, Chapter 4, Article 2 of the A.R.S., as amended.

SECTION 4: Any public street or alley within the boundaries of Bienestar Estates 10 Landscape Improvement District are omitted from the real and personal property of Bienestar Estates 10 Landscape Improvement District and shall not be included in the assessment.

SECTION 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of said Improvement District nor any delinquency of persons or property assessed.

SECTION 6: City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property within Bienestar Estates 10 Landscape Improvement District as provided in A.R.S. § 48- 574, as amended.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Work Session**2.N.****Meeting Date:** 06/05/2019**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning 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. 2082. A resolution of the Mayor and City Council of the City of San Luis, Arizona ordering and declaring the formation of Bienestar Estates 10 Community Facilities District (City of San Luis, Arizona) **Jose A. Guzman, Director of Planning & Zoning**

SUMMARY:

As a requirement of the subdivision regulations of the City of San Luis, a Community Facilities District is required for approved subdivisions. The city has received a petition to form a Community Facilities District for Bienestar Estates 10 Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

Proposed Resolution No. 2082



Resolution

No. 2082

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA ORDERING AND DECLARING THE FORMATION OF BIENESTAR ESTATES 10 COMMUNITY FACILITIES DISTRICT (CITY OF SAN LUIS, ARIZONA).

BE IT RESOLVED, by the City Council of the City of San Luis, Arizona as follows:

1. **Findings.**

a. On a date prior to the date of this adoption hereof, there was presented to us, the governing body of the City of San Luis, Arizona, an incorporated city of the State of Arizona (hereinafter referred to as the "Municipality"), a Petition for Adoption of a Resolution Declaring Formation of Bienestar Estates 10 Community Facilities District (City of San Luis, Arizona) signed by the entity which, on the date hereof, is the owner of all real property as shown on the assessment roll for state and county taxes for Yuma County, Arizona, or, if such person shown on such assessment roll is no longer the owner of land in the District, is the entity which is the successor owner which has become known and has been verified by recorded deed or similar evidence of transfer of ownership to be the owner of such real property (hereinafter referred to as the "Petitioner") described as follows to be in the community facilities district, the formation of which is prayed for by the Petitioner in the Petition, pursuant to title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "Act"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

b. The petitioner has shown the following:

I.

The name of the community facilities district of which formation is prayed pursuant to the Petition is to be Bienestar Estates 10 Community Facilities District (City of San Luis, Arizona) (hereinafter referred to as the "District").

II.

The District to be formed, and shall exist, pursuant to the terms and provisions of the Act.

III.

The District is to contain an area of approximately 40.91 acres of land, more or less, wholly within the corporate boundaries of the Municipality, and is to be composed of the land included in the parcel described as follows (hereinafter referred to as the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN

IV.

The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax-levying public improvement district for the purpose of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of title 35, Chapter 3, Articles 3.3.1, 3.2.4 and 5, Arizona Revised Statutes, as amended, is, except as otherwise provided in the Act, to be considered a municipal corporation and political subdivision of the State of Arizona separate and apart from the Municipality, and is to be formed for, and to have, all the purposes of a "district" as such term is defined, and as provided in the Act.

V.

The formation of the District may result in the levy of ad valorem taxes to pay costs of improvements constructed by the District and for their operation and maintenance.

VI.

A "General Plan for Bienestar Estates 10 Community Facilities District" for the District has been filed with the Clerk of the Municipality setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved (hereinafter referred to as the "General Plan"), and

VII.

Public convenience and necessity require the adoption of this Resolution.

c. The Petitioner further attested and declared that on the date hereof, as shown on the assessment roll for state and county taxes in Yuma, Arizona, all of the land to be in the District is owned by the Petitioner and that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed and that there are no residents on the land to be in the District, and by this Resolution, as the governing body of the Petitioner, we hereby resolve that the foregoing is true and correct in all and every respect.

d. After showing the preceding, the Petitioner respectfully prayed that the Petition be properly filed as provided by law and that, as the Petition is signed on behalf of the owner of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and election otherwise required by the Act in connection with the adoption of the Resolution are waived, on receipt of the petition, we declare the District formed without being required to comply with such provisions for posting, publication, mailing, notice, hearing or election.

2. **Matters Noticed by the Municipality**

a. The Petitioner seeks formation of the District to exercise the powers and functions set forth in the Act.

b. The General Plan has been filed with the Clerk of the Municipality.

c. The Petition and all necessary supporting materials have been filed with us, and the showings in the Petition are each noticed by us and are hereby incorporated at this place as if set forth here at in whole as it is made by us.

d. The purpose for which organization of the District is sought are as described in the Petition and are purposes for which a district created pursuant to the Act may be lawfully formed.

e. The public convenience and necessity require us to adopt this Resolution.

3. **Approval of General Plan**

The General Plan as submitted herewith is hereby approved in all respects.

4. **Granting of Petition; Formation of District**

The Petition is hereby granted, and the District is hereby formed as a district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property and that, as there are no residents on the land to be in the District, approval of formation of the District by an election of resident electors is hereby found to be unnecessary.

5. **District Board and Officers**

The District shall be governed by a "District Board" comprised of the members of the governing body of the Municipality, ex officio. The Mayor of the Municipality shall be the "Chairperson" of the "District Board", the Vice Mayor of the Municipality shall be the "Vice Chairperson" of the District Board, the Clerk of the Municipality shall be the "District Clerk", the Treasurer of the Municipality shall be the "District Treasurer", the Manager of the Municipality shall be the "District Manager", and the Attorney of the Municipality shall be the "District Counsel".

6. **District Boundaries and Map**

The District boundaries are described as follows:

SÉE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

A map showing the District boundaries is hereby ordered to be drawn and provided by the District Engineer.

7. **Dissemination of this Resolution**

The Petitioner shall cause a copy of this Resolution to be delivered to the County Assessor and the Board of Supervisors of Yuma County, Arizona and to the Department of Revenue of the State of Arizona.

8. **No General Liability of or for the Municipality**

Neither the general fund of the Municipality, nor that of the State of Arizona or any political subdivision of either (other than the District) shall be liable for the payment or repayment of any indebtedness of the District, and neither the credit nor the taxing power of the Municipality, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefore.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2019.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney