



## NOTICE OF REGULAR COUNCIL MEETING

In accordance with §38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, February 24, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

## AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 24 de Febrero del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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 ON FEBRUARY 23, 2021**

**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**February 24, 2021**  
**7:00 p.m.**

The February 24, 2021 Regular Council meeting, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public.

However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the City's website <https://sanluisaz.gov/listenlive> after the meeting.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access.

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la junta regular del Cabildo del 24 de Febrero del 2021.

Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de marzo de 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de marzo de 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto en la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID- 19).

**PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.**

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INVOCATION

**4. CONSENT AGENDA**

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

**4. A. MINUTES OF**

- Regular Council meeting held January 27, 2021
- Special Council meeting held February 3, 2021

**4. B. DISBURSEMENTS FROM FEBRUARY 1, 2021 TO FEBRUARY 12, 2021**

Total Disbursements \$779,158.54  
(Seven Hundred Seventy-Nine Thousand, One Hundred Fifty-Eight Dollars and Fifty-Four Cents)

- 4. C.** Discussion and possible action on any and all matters regarding authorization to purchase a complete addition fully equipped dispatch console using Fiscal Year 2020-2021 Capital Projects budgeted funds. **(Richard Jessup, Chief of Police)**

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

- 5. A.** Discussion and possible action on any and all matters regarding the authorization to approve Western Water Works for the required sampling for the Water Division for the remaining of the Fiscal Year 2021-2022. **(Eulogio Vera, Director of Public Works)**

- 5. B.** Discussion and possible action on any and all matters regarding the approval of a contract for the Lift Station 300 Repairs. **(Eulogio Vera, Director of Public Works)**

- 5. C.** Discussion and possible action on any and all matters regarding the City of San Luis the purchase of slurry seal application services from American Pavement Preservation for the application of type 2 slurry seal as part of the Fiscal Year 2020-2021 Pavement Preservation Project and budget transfer. **(Eulogio Vera, Director of Public Works)**

- 5. D.** Discussion and possible action on any and all matters regarding Ordinance No. 413. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 110 to include marijuana businesses in the general fee for business licenses; setting the effective date of November 30, 2020; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Action on Reading of Ordinance No. 413 by title only

(City Clerk to read ordinance by title only)

B. Action on Ordinance No. 413

- 5. E.** Discussion and possible action on any and all matters regarding Resolution No. 2155. A resolution of the Mayor and City Council of the City of San Luis, Arizona, setting the business license fee for marijuana businesses the same as is generally applicable to other businesses due to Arizona law changes under Proposition 207; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

**6. SUMMARY OF CURRENT EVENTS**

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

**7. ADJOURNMENT**



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

4. A.

Meeting Date: 02/24/2021

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Summary

#### **MINUTES OF**

- Regular Council meeting held January 27, 2021
  - Special Council meeting held February 3, 2021
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#### Attachments

1/27/2021 RCM

2/3/2021 SCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**January 27, 2021**  
**7:00 p.m.**

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

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:03 p.m.

Mayor, City Council, and some members of staff participated remotely.

**PRESENT:** Mayor Gerardo Sanchez  
Vice Mayor Matias Rosales  
Council Member Mario Buchanan Jr.  
Council Member Luis E. Cabrera  
Council Member Jose Ponce  
Council Member Gloria Torres

**ABSENT:** Council Member Africa Luna-Carrasco

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Administrator  
Melissa Lopez, Deputy City Clerk  
Kay Marion Macuil, City Attorney  
Axel Chayra, Information Technology Department  
Derek Dueñas, Information Technology Manager  
Eulogio Vera, Director of Public Works  
Jonathan Dumadag, Information Technology Department  
Jorge Perez, Billing & Collections Manager  
Jose L. Cisneros, Executive Assistant  
Jose A. Guzman, Director of Planning & Zoning  
Lizandro Galaviz, Director of Parks & Recreation  
Marlene Lara, Acting Assistant to Mayor and Council/PIO  
Marco Santana, Police Lieutenant  
Ralph Velez, City Consultant (remotely)  
Ivan Gutierrez, Campesinos Sin Fronteras  
Michael Campbell, FM Group

**2. PLEDGE OF ALLEGIANCE**

Vice Mayor Matias Rosales led the pledge of allegiance.

### **3. INVOCATION**

Mr. Richard Jessup, Chief of Police, led the invocation.

### **4. CONSENT AGENDA**

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

- **Special Council meeting held January 6, 2021**
- **Work Session meeting held January 6, 2021**

#### **4. B. DISBURSEMENTS FROM JANUARY 1, 2021 TO JANUARY 15, 2021**

**Total Disbursements \$968,213.07**

(Nine Hundred, Sixty-Eight Thousand, Two Hundred, Thirteen Dollars and Seven Cents)

**MOTION:** Council Member Gloria Torres/Council Member Jose Ponce to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

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

#### **5. A. Discussion and possible action on any and all matters regarding honoring retired San Luis Police Officers. (Gerardo Sanchez, Mayor)**

Mr. Richard Jessup, Chief of Police, mentioned that it is traditionally done in the state and the country once an officer is retired. He commented that this has never been done in the San Luis Police Department's history and added that this is important to do, to honor those who have served ten and more consecutive years and have retired in good standing. He informed that there are a total of eight (8) to ten (10) officers that have retired from the San Luis Police Department and only five (5) of those will be recipients of this award. Chief Jessup stated that this would be an excellent way to honor those that have served the community.

Mayor Gerardo Sanchez stated that he asked for this item to be placed on the agenda because officers have retired from the City of San Luis Police Department and served the community. This will recognize their years of service.

**MOTION:** Vice Mayor Matias Rosales/Council Member Jose Ponce to issue retired police badges for retired City of San Luis Police Officers. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

**5. B. Discussion and possible action on any and all matters regarding Order No. 2021-1. An order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis to enter into a Memorandum of Understanding between the City of San Luis and the United States Marshals Service Violent Offender Task Force. (Richard Jessup, Chief of Police)**

Mr. Richard Jessup, Chief of Police, informed that this Memorandum of Understanding (MOU) would allow the City of San Luis Police Department to enter into a joint law enforcement between San Luis and the United States Marshals Service (USMS). This will allow USMS to select an officer from the San Luis Police Department to work with them and obtain overtime pay, the USMS will reimburse the city. He added that this task force's primary mission is to investigate and arrest persons who have active state and federal warrants for their arrest. He mentioned that both legal teams had reviewed this MOU.

**MOTION:** Council Member Jose Ponce/Council Member Mario Buchanan Jr. to approve and adopt Order No. 2021-1. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

**5. C. Discussion and possible action on any and all matters regarding Order No. 2021-2. An order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis to enter into a Memorandum of Understanding between the City of San Luis and Campesinos Sin Fronteras. (Richard Jessup, Chief of Police)**

Mr. Richard Jessup, Chief of Police, informed that the purpose of this Memorandum of Understanding (MOU) is to work with Campesinos Sin Fronteras to identify services that will impact promoting optimal health and well-being of adolescents. He mentioned that Lieutenant Marco Santana worked with this entity to obtain the grant that will help support the Explorers Program and provide youth leadership development opportunities, provide summer job internships, and employment opportunities for youth.

He added that the grant awarded is a three (3) year contract; this MOU will allow the San Luis Police Department to partner with Campesinos Sin Fronteras. He commented that once the MOU is signed, allocation of funds for \$10,000.00 per year for three (3) years will be given to the San Luis Police Department to be used in conjunction with grant requirements. Fund allocation will be contingent on yearly grant renewal approval.

**MOTION:** Council Member Jose Ponce/Council Member Gloria Torres to approve and adopt Order No. 2021-2. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

**5. D. Discussion and possible action on any and all matters regarding Resolution No. 2153. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School. (Lizandro Galaviz, Parks and Recreation Director)**

Mr. Lizandro Galaviz, Director of Parks & Recreation, informed that this intergovernmental agreement is a five (5) year agreement; this item was discussed during a Work Session. He added that this new agreement includes the following changes: APS bill for the lights will go to the high school, the high school will pay \$150,000.00 for the field lights in a lump sum, the city will stop maintenance of the field, there will be joint use of each other's facilities, and there are provisions for COVID-19 public health requirements.

Mayor Gerardo Sanchez, thanked staff and Yuma Union High School for working with the city.

**MOTION:** Council Member Luis Cabrera/Council Member Mario Buchanan Jr. to approve Resolution No. 2153 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

**5. E. Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2020-0661. A request by FM Group, on behalf of the State of Arizona, owner, for a conditional use permit to allow the installation of a new wireless communication facility on property located at 7125 East Cesar Chavez Boulevard, San Luis, Arizona. (Jose A. Guzman, Director of Planning and Zoning)**

**A. Open public hearing**

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

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

**1. Staff presentation**

Mr. Jose Guzman, Director of Planning & Zoning, explained that this is a request by FM Group, Michael J. Campbell on behalf of the State of Arizona, Department of Administration c/o General Services Division, owner, for a Conditional Use Permit as per Section § 152.076 (C-16) of the City of San Luis Code of Ordinances. This request is to allow the installation of a new wireless communication facility on an APS replacement pole and associated carrier equipment compound in a Rural Area Residential (RA-10) zoning district, located at 7125 East Cesar Chavez Boulevard, San Luis, Arizona.

As per City Code § 152.318(C) "The setback of the communication equipment and/or the accessory structures shall meet the building setbacks for the zoning district in which it is located. Towers shall be set back a distance equal to at least 100% of the height of the tower from any adjoining lot line. Facilities that are located on streetlights, traffic signals poles, 69 kilovolts or above, and existing electrical utility poles are exempt from setback requirements." In this case, the proposed facility is to be located on an existing electrical utility pole which is exempt from setback requirements.

As required by state statute and the City Code, a Citizen Review meeting was held on January 12, 2021, at 6:00 p.m., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the conditional use permit application, ask questions and/or express any comments or concerns. There were no people from the public connected to the teleconference neither did the city receive any comments or questions prior to the meeting.

The Planning and Zoning Commission held a public hearing regarding this item during a special meeting held on January 19, 2021. Due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. There were no people from the public connected to the teleconference neither did the city receive any comments or questions prior to the meeting. Staff presented the item with the recommendation of approval and the commission made a motion to forward Conditional Use Permit Case No. 2020-0661 to the City Council with the recommendation of approval.

Mr. Michael Campbell, State of Arizona, stated that this is an AT&T facility, so it will serve all AT&T customers and possibly the emergency services group in the community. It is designed to improve the coverage in the area along Highway 195 and the prison facility.

## **2. Call to the Public on this item**

Mr. Richard Jessup, Chief of Police, commented that he had a meeting with representatives of First Net and AT&T and discussed this as far as the coverage of what the Police Department will need now and in the future to cover the areas as the residential zones begin to expand. This will be greatly beneficial to the Police Department.

## **B. Close public hearing**

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

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

## **C. Action on Conditional Use Permit Case No. 2020-0661**

**MOTION:** Council Member Gloria Torres/Council Member Jose Ponce to approve Conditional Use Permit Case No. 2020-0061. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

**5. F. Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2020-0795. A request by La Malquerida LLC, owners, for a conditional use permit to allow outdoor live entertainment on property located at 811 N. Cesar Chavez Street, San Luis, Arizona. (Jose A. Guzman, Director of Planning and Zoning)**

#### **A. Open public hearing**

**MOTION:** Council Member Gloria Torres/Council Jose Ponce to open the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

#### **1. Staff presentation**

Council Member Mario Buchanan Jr. abstained from this item due to a possible conflict of interest.

Mr. Jose Guzman, Director of Planning & Zoning, said this is a request by La Malquerida LLC, owners, for a Conditional Use Permit to allow outdoor live entertainment for the property located at 811 N. Cesar Chavez Street, San Luis, Arizona. He added that approving this conditional use permit does not mean the city is allowing gatherings of 50 or more people in violation of the Governor's orders. This business opened in 2019 and they closed in March 2020 due to the pandemic. They reopened in September 2020 and began doing outdoor live entertainment events during the weekends. On November 24, 2020 a group of neighbors submitted a letter to the Planning & Zoning Department complaining about the loud music. Planning & Zoning researched and proceeded with the enforcement and after informing the owner of the violation, they complied immediately and the events ceased. As required by state statute, staff sent 34 notification letters to property owners within 300 feet of the proposed project. Staff received 29 letters and from those 29, 15 were within the 300 feet.

This area is designated on the General Plan as activity center and the activity center land use designation is intended to include a mixture of residential, commercial, office and other employment uses.

The Planning and Zoning Commission held a public hearing regarding this item during a special meeting held on January 19, 2021. Due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. Staff presented the items and mentioned the 29 letters of opposition received by the neighbors, the email from the neighbor recommending to allow events only on Fridays and Saturdays, and the request of the applicant to allow events until 2:00 a.m. on Fridays and Saturdays. Staff recommended approval of the request with conditions on the hour of operations limiting the events to one per week ending at 2:00 a.m. and not allowing loud music after 10:00 p.m. during any other day. One of the commission members stated that the city needs to be business friendly, specially in the commercial district as diverse as downtown. After the presentation, the commission recommended approval with the conditions presented by staff.

The city issued a conditional use permit last year to Jardin De Eventos Ocasiones similar to this request. Mr. Guzman spoke to the owner and due to COVID-19, there has not been any events, therefore there have been no complaints for that conditional use. Staff is recommending giving this business the same opportunity as the Jardin De Eventos Ocasiones. It is understood most of the neighbors do not want the permit to be approved even with conditions. This area is known as commercial and staff is always looking to be development friendly and believe that there should be a balance in order to allow this type of development in this particular area of the city since it is zoned as commercial. Staff recommends approval of the conditional use permit application allowing only one (1) event up to 2:00 a.m. per week either Friday or Saturday and the rest of the days no loud music allowed after 10:00 p.m. The other condition was the same imposed to Jardin De Eventos Ocasiones, that they will need to resume the conditional use permit after one (1) year in order to see if the conditions imposed worked or if there are any complaints from the neighbors.

Mayor Gerardo Sanchez stated he read the letters and although the city wants to be business friendly, the business needs to be responsive to the neighbors and clientele. He has no objections with one event on the weekend and this is a conditional use permit and can be removed at any time. He added that this is the only street that has that designation to have a home and a business at the same time and the thing is, it is a mixed use and the reason for that is because people have business. They actually had their businesses in front and was proposed by previous councils and it is not completed as there needs to be some work on the requirements.

Council Member Luis Cabrera mentioned that he only saw 29 pages and not 29 letters, and that only 14 letters were attached to the agenda.

Ms. Melissa Lopez, Deputy City Clerk, stated that the City Clerk's Office received the 29 letters before the agenda was published and the 14 letters were received today via email at approximately 5:34 p.m and 10 letters were received by the Planning & Zoning Department on January 25, 2021.

Mr. Guzman said that the 29 letters attached to the agenda tonight were also attached to the agenda of the Planning & Zoning Commission.

Ms. Kay Macuil, City Attorney, mentioned that the City Clerk's Office sent out the letters that came today via email to the City Council Members; the public has not had an opportunity since it was beyond the notice, but if the Council Members had an opportunity to read those, also they are available if the City Council wants the Deputy City Clerk to read them out loud.

Mayor Gerardo Sanchez asked if it will be better to continue this item since the letters were not attached with 24-hours notice.

Ms. Macuil responded no, that it is not required that the public have all the attachment information to the agenda, they just need notice of what is being talked about. Her concern is that the City Council Members had an opportunity or not to get that input.

Vice Mayor Matias Rosales explained that he understands the neighbors concerns with the 15 letters received and does not need any more time to read the additional 14 letters received today and everything was clarified by Mr. Guzman in regards to the last complaints and the owner complying. He asked what year was that area designated commercial.

Mr. Guzman said in the year 1992.

## **2. Call to the Public on this item**

There were no comments from the public on this item.

## **B. Close public hearing**

**MOTION:** Council Member Gloria Torres/Vice Mayor Matias Rosales to close the public hearing. Motion passed with five (5) ayes and one (1) abstention by Council Member Mario Buchanan Jr.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Abstained
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

### **C. Action on Conditional Use Permit Case No. 2020-0795**

**MOTION:** Vice Mayor Matias Rosales/Council Member Luis Luna to approve Conditional Use Permit Case No. 2020-0795 with the conditions as presented by staff and agreed upon by the owner. Motion passed with five (5) ayes and one (1) abstention by Council Member Mario Buchanan Jr.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Abstained
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

### **6. SUMMARY OF CURRENT EVENTS**

Mr. Tadeo De La Hoya, City Administrator, reported he joined the virtual forum with Dr. Kizzmekia Corbett who was one of the developers for the COVID-19 vaccine. The forum was titled "Everything You Should Know About The COVID-19 Vaccines" and it was presented by the John Hopkins University of Urban Health Institute. It was discussed how the vaccines were developed and tested for their safety, effectiveness and efficiency for their use. They also spoke about the fast development of the COVID-19 vaccine and that it was really part due to the extensive previous work on the similar virus from 2013 to 2019. He thanked Ms. Amanda Aguirre, CEO of Regional for Border Health and Ms. Susan Posada, City of San Luis Benefits Consultant, who were able to get vaccines for a third of frontline and public safety employees for the City of San Luis who will get vaccinated tomorrow. He reminded the community and employees to not wait for their employer to be vaccinated or get them an appointment but rather to seek out vaccines if they become available and the city will continue with the vaccine registration help as instructed by Mayor Gerardo Sanchez.

Mayor Gerardo Sanchez reported that he met with Mr. Tony Reyes from Comité de Bienestar and they are having an event to vaccinate 250 members of the community. The City of Somerton is taking part of a similar event. Mr. Reyes asked him if the City of San Luis was willing to participate in such events as to offer the vaccinations to the community through the city and administered by the county. Mayor Gerardo Sanchez said yes, therefore the city will help with registration. Through the letter of understanding by the governor, they are promoting vaccinations throughout the state. He hopes to see more than 250 vaccines being given to the City of San Luis. He will meet with staff to start a campaign where people can go to the city and get vaccinated through events facilitated by Yuma County Health Department. He has more than 30 volunteers who live in the community and in the medical field who are willing to help vaccinate.

Mr. De La Hoya added that the City of San Luis' Paramedics can also help with vaccination.

Council Member Luis Cabrera reported that State Representative Charlene Fernandez and State Senator Lisa Otondo both signed a letter to back then President Elect Biden to help with the supply for vaccines for Yuma County because of the allocation amounts. He added the Somerton School District administered 100 vaccines to employees today with the assistance of Ms. Amanda Aguirre. Wal-Mart is getting their technicians ready to start vaccinating as soon as they get the vaccines.

Vice Mayor Matias Rosales asked if the vaccines given by the Somerton School District, the City of San Luis and Comite De Bienestar are part or included in the 1,000 given to Yuma County.

Mayor Gerardo Sanchez said they are all part of the 1,000 vaccines provided to Yuma County. The Governor is trying to get from the Federal Government more vaccines as they are using a lot of vaccinations from the different makers and hopefully the same situation occur in Yuma. Most vaccinations are coming and staying in Yuma, they are not coming to San Luis nor Somerton.

## 7. ADJOURNMENT

**MOTION:** Council Member Mario Buchanan Jr./Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 8:01 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

**APPROVED:**

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on January 27, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

---

Sonia Cornelio, City Clerk

**MINUTES**  
**Special Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**February 3, 2021**  
**6:00 p.m.**

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

Vice Mayor Matias Rosales called the Special City Council meeting to order at approximately 6:02 p.m.

Mayor, City Council, and some members of staff participated remotely.

**PRESENT:** Mayor Gerardo Sanchez  
Vice Mayor Matias Rosales  
Council Member Mario Buchanan Jr.  
Council Member Luis E. Cabrera  
Council Member Africa Luna-Carrasco  
Council Member Jose Ponce  
Council Member Gloria Torres

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Manager  
Melissa Lopez, Deputy City Clerk  
Kay Marion Macuil, City Attorney  
Axel Chayra, Information Technology Technician  
Derek Dueñas, Information Technology Manager

**2. PLEDGE OF ALLEGIANCE**

Council Member Mario Buchanan Jr. led the Pledge of Allegiance.

**3. EXECUTIVE SESSION**

**Vote to hold an executive session pursuant to § 38-431.03(A)(3)**

**Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the city's attorneys regarding Proposition 207 Recreational Marijuana passed by the voters on November 3, 2020. (Kay Marion Macuil, City Attorney and Glenn J. Gimbut, Assistant City Attorney**

**MOTION:** Council Member Mario Buchanan Jr./Council Member Jose Ponce to go into Executive Session at approximately 6:03 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

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

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to go into Special Session at approximately 6:36 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

#### **5. ADJOURNMENT**

**MOTION:** Vice-Mayor Matias Rosales/Council Member Luis Cabrera to adjourn the Special Council meeting at approximately 6:37 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

**APPROVED:**

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on February 3, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

---

Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

4. B.

Meeting Date: 02/24/2021

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#### Summary

#### **DISBURSEMENTS FROM FEBRUARY 1, 2021 TO FEBRUARY 12, 2021**

Total Disbursements \$779,158.54

(Seven Hundred Seventy-Nine Thousand, One Hundred Fifty-Eight Dollars and Fifty-Four Cents)

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#### Attachments

Disbursements

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# City of San Luis

Finance Department

**COUNCIL MEETING FEBRUARY 24, 2021**  
**Disbursement Report from 2/1/2021 TO 2/12/2021**

<b><u>Bank Accounts</u></b>	<b><u>Check Date</u></b>	<b><u>Amount</u></b>	<b><u>Schedule</u></b>
Payroll Check Account	2/2/2021	\$ 333,882.43	Schedule A
Accounts Payable Check Account	2/4/2021	\$ 178,942.15	Schedule B
Payroll Check Account	2/9/2021	\$ 4,611.31	Schedule C
Accounts Payable Check Account	2/11/2021	\$ 261,722.65	Schedule D

**Total Disbursements:    \$    779,158.54**

Please contact Ms. Monica Castro prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: \_\_\_\_\_

Verified by Director of Finance: \_\_\_\_\_

For Council approval on: \_\_\_\_\_

**Mayor:** \_\_\_\_\_

**Council:** \_\_\_\_\_

RECEIVED

2021 FEB 18 A 10:30

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK



# Pay Day Register

Pay Date Range 01/16/21 - 01/29/21

Pay Batch 202103

PSPRS FIRE DB RATE - TIER 3	2,329.68	23,437.68	ATTORNEY- ALL & CLERICAL-	73.21	33,277.23
PSPRS FIRE DC RATE - TIER 3	163.52	1,816.84	AUTO SERVICE/ REPAIR	255.97	9,174.90
PSPRS FIRE DISABILITY RATE	25.62	1,816.84	BUILDING- NOC OPER BY	1,071.18	29,590.24
PSPRS POLICE DB RATE - TIER	3,598.99	47,045.69	BUS COMPANY AND DRIVERS	98.79	1,789.81
PSPRS POLICE DB RATE - TIER	2,617.92	22,471.40	CLERICAL OFFICE/ LIBRARY/	269.43	112,265.10
PSPRS POLICE DB RATE - TIER 2	1,029.72	8,838.86	Electrician	59.11	1,882.40
PSPRS POLICE DB RATE - TIER 3	2,301.11	23,149.91	FIREFIGHTERS & DRIVERS	3,948.82	90,154.49
STANDARD LIFE ADDTNL	1,028.93	.00	GARBAGE/ ASH/ REFUSE	280.10	4,481.60
TRANSWESTERN MEXICAN	96.76	.00	MUNICIPAL/ TOWN/	89.76	5,129.01
U.S. MEX DENTAL - EE &	595.37	.00	PARKS- NOC ALL EMPLOYEES	571.22	18,425.83
U.S. MEX DENTAL - EE &	123.18	.00	POLICE OFFICERS	4,731.10	108,016.37
UNITED WAY	14.00	.00	RECREATION- ALL EMPLOYEES/	226.01	16,496.03
US & MEX DENTAL= FAMILY	691.74	.00	SEWAGE DISPOSAL/ PLANT	620.28	18,031.87
US & MEX HEALTH = C	5,408.92	.00	Street or Road Construction	1,933.70	24,080.60
US & MEX HEALTH = FAMILY	6,967.68	.00	WATERWORKS OPERATIONS	542.72	15,639.99
US & MEX HEALTH = SP	1,138.72	.00	Total	<u>\$14,833.39</u>	
VSP - VISION FAMILY	700.92	.00			
Net	<u>\$333,882.43</u> ✓				

Direct Deposits	Amount
1st Bank Yuma	28,060.62
ACADEMY BANK	2,791.26
Bank of America	1,399.32
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	162,644.44
CHASE BANK CA	963.51
chase centro	1,034.92
chase online	226.84
Federal Credit Union	34,994.60
FF CREDIT UNION	1,743.26
FIREFIGHTER FIRST CREDIT UNION	4,423.23
FIRST NATIONAL BANK TEXAS	1,549.04
GREEN DOT BANK	359.43
MIT FEDERAL CREDIT UNION	386.53
National Bank	1,910.37
Navy Federal	17,774.79
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	647.25
Sunbank	1,580.66
THE FOOTHILLS BANK	226.24
USAA FEDERAL SAVING	1,258.02
WASHINGTON FEDERAL	929.60
Wells Fargo	67,177.93

Monica Castro  
 Digitally signed by: Monica Castro  
 DN: CN = Monica Castro email =  
 mcastro@sanluisaz.gov C = AD  
 Date: 2021.02.02 13:54:07 -0700

Prepared by:  
 Debora Luna  
 2/1/21



# Pay Day Register

Pay Date Range 01/16/21 - 01/29/21

Pay Batch 202103

WELLS FARGO CA	1,330.57
Total	<u>\$333,882.43</u>
Check	\$0.00

City of San Luis

# Payment Register

From Payment Date: 2/1/2021 - To Payment Date: 2/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable Totals									
<b>Checks</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		99		\$178,762.15		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		1		\$180.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>100</b>		<b>\$178,942.15</b>		<b>\$0.00</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		99		\$178,762.15		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		1		\$180.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>100</b>		<b>\$178,942.15</b>		<b>\$0.00</b>	
<b>Grand Totals:</b>									
<b>Checks</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		99		\$178,762.15		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		1		\$180.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>100</b>		<b>\$178,942.15</b>		<b>\$0.00</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		99		\$178,762.15		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		1		\$180.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>100</b>		<b>\$178,942.15</b>		<b>\$0.00</b>	

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie Dominguez*

*2/4/21*  
*Miguel Ramirez*  
*02/04/2021*

# Payment Register

From Payment Date: 2/1/2021 - To Payment Date: 2/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
96853	02/01/2021	Open			Accounts Payable	BANNER UNIVERSITY FAMILY CARE	\$330.00		
96854	02/01/2021	Open			Accounts Payable	DOWNTOWN DECORATIONS, INC	\$19,876.00		
96855	02/01/2021	Open			Accounts Payable	DUFFY, ROBERT	\$617.25		
96856	02/01/2021	Open			Accounts Payable	ROSALES, MATIAS	\$20.00		
96857	02/02/2021	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$3,344.34		
96858	02/03/2021	Open			Accounts Payable	AGUNDEZ, MARTIN	\$6.49		
96859	02/03/2021	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
96860	02/03/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
96861	02/03/2021	Open			Accounts Payable	FOP/ALC	\$375.00		
96862	02/03/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$375.00		
96863	02/03/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,644.95		
96864	02/03/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
96865	02/03/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$103.50		
96866	02/03/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$1,025.00		
96867	02/04/2021	Open			Accounts Payable	AIRGAS-WEST	\$384.74		
96868	02/04/2021	Open			Accounts Payable	ALSCO, INC	\$2,833.94		
96869	02/04/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$345.67		
96870	02/04/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$805.00		
96871	02/04/2021	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$10,643.51		
96872	02/04/2021	Open			Accounts Payable	ARIZONA STATE LAND DEPARTMENT	\$2,500.00		
96873	02/04/2021	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	\$100.00		
96874	02/04/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$5,094.03		
96875	02/04/2021	Open			Accounts Payable	BILL ALEXANDER FORD	\$229.07		
96876	02/04/2021	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$58.73		
96877	02/04/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$37.28		
96878	02/04/2021	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	\$189.67		
96879	02/04/2021	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$1,008.85		
96880	02/04/2021	Open			Accounts Payable	BORDER TRADE ALLIANCE	\$10,000.00		
96881	02/04/2021	Open			Accounts Payable	CITY OF SOMERTON	\$2,515.00		
96882	02/04/2021	Open			Accounts Payable	COCOPAH CASINO	\$69.00		
96883	02/04/2021	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$5,287.76		
96884	02/04/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,290.15		
96885	02/04/2021	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$320.61		
96886	02/04/2021	Open			Accounts Payable	DESERT WATER	\$501.91		
96887	02/04/2021	Open			Accounts Payable	DUARTE, YIGAL	\$135.50		
96888	02/04/2021	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$853.70		
96889	02/04/2021	Open			Accounts Payable	FISHER CHRYSLER	\$714.10		
96890	02/04/2021	Open			Accounts Payable	FRAGOZO, WALTER	\$150.00		
96891	02/04/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,449.00		

# Payment Register

From Payment Date: 2/1/2021 - To Payment Date: 2/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96892	02/04/2021	Open			Accounts Payable	GEOTECHNICAL TESTING SERVICES INC	\$260.00		
96893	02/04/2021	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$12,813.50		
96894	02/04/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
96895	02/04/2021	Open			Accounts Payable	INTERNATIONAL ASSOC. FOR PROP/EVIDENCE	\$50.00		
96896	02/04/2021	Open			Accounts Payable	IPS GROUP INC	\$560.32		
96897	02/04/2021	Open			Accounts Payable	IRON MOUNTAIN INC	\$38.53		
96898	02/04/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$6,450.00		
96899	02/04/2021	Open			Accounts Payable	JCG TECHNOLOGIES INC.	\$642.90		
96900	02/04/2021	Open			Accounts Payable	KS STATE BANK	\$236.59		
96901	02/04/2021	Open			Accounts Payable	L.N. CURTIS & SONS	\$2,394.80		
96902	02/04/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,481.90		
96903	02/04/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$536.31		
96904	02/04/2021	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$53.00		
96905	02/04/2021	Open			Accounts Payable	MOLINA, YOLANDA	\$2,392.50		
96906	02/04/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,292.48		
96907	02/04/2021	Open			Accounts Payable	OFFICE DEPOT	\$4,130.92		
96908	02/04/2021	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$4,890.00		
96909	02/04/2021	Open			Accounts Payable	PITNEY BOWES INC.	\$9,538.08		
96910	02/04/2021	Open			Accounts Payable	PURCELL TIRE CO.	\$462.64		
96911	02/04/2021	Open			Accounts Payable	QUINONES TIRES LLC	\$10.00		
96912	02/04/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$550.00		
96913	02/04/2021	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$9,230.00		
96914	02/04/2021	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	\$4,583.33		
96915	02/04/2021	Open			Accounts Payable	RM GRAPHICS	\$182.13		
96916	02/04/2021	Open			Accounts Payable	SAM'S CLUB	\$459.96		
96917	02/04/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$16,537.67		
96918	02/04/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$1,080.49		
96919	02/04/2021	Open			Accounts Payable	SPECTRUM BUSINESS	\$3,314.58		
96920	02/04/2021	Open			Accounts Payable	THE ROACH PEST CONTROL	\$2,795.00		
96921	02/04/2021	Open			Accounts Payable	TONTO APACHE TRIBE	\$250.00		
96922	02/04/2021	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$270.92		
96923	02/04/2021	Open			Accounts Payable	ULINE, INC.	\$32.30		
96924	02/04/2021	Voided		02/04/2021	Accounts Payable	US DEPT HEALTH/HUMAN SRVS - CMS	\$180.00		
96925	02/04/2021	Open			Accounts Payable	USA BLUE BOOK	\$552.50		
96926	02/04/2021	Open			Accounts Payable	V&L LANDSCAPING AND GREEN MAINTENANCE	\$237.32		
96927	02/04/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,909.79		
96928	02/04/2021	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
96929	02/04/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$1,122.90		
96930	02/04/2021	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$547.20		
96931	02/04/2021	Open			Accounts Payable	YUMA SUN INC	\$200.67		
96932	02/04/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$1,271.43		
96933	02/04/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$295.64		

# Payment Register

From Payment Date: 2/1/2021 - To Payment Date: 2/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96934	02/04/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,157.77		
96935	02/04/2021	Open			Utility Management Refund	ADAME, SANDRA, IMELDA	\$112.01		
96936	02/04/2021	Open			Utility Management Refund	ARNOLD, OSCAR	\$117.19		
96937	02/04/2021	Open			Utility Management Refund	CHEN, YIN ZHU	\$53.14		
96938	02/04/2021	Open			Utility Management Refund	FELIX, FRANCISCO GRP #76	\$8.10		
96939	02/04/2021	Open			Utility Management Refund	GARCIA, EVELIN & DOMINIC QUINTERO	\$28.39		
96940	02/04/2021	Open			Utility Management Refund	GARCIA, JOSEFINA	\$210.71		
96941	02/04/2021	Open			Utility Management Refund	GARCIA, MARIA, L	\$162.42		
96942	02/04/2021	Open			Utility Management Refund	MOSQUEDA, YADIRA & BERTHA MACIAS	\$180.32		
96943	02/04/2021	Open			Utility Management Refund	PENA LOPEZ, ISAAC	\$210.52		
96944	02/04/2021	Open			Utility Management Refund	PEREZ, LUCIO	\$10.26		
96945	02/04/2021	Open			Utility Management Refund	PILKINGTON CONSTRUCTION C/O FABIAN LOPEZ	\$2,077.15		
96946	02/04/2021	Open			Utility Management Refund	REYES, DULCE	\$22.33		
96947	02/04/2021	Open			Utility Management Refund	RODRIGUEZ, PEDRO	\$19.02		
96948	02/04/2021	Open			Utility Management Refund	SANTANA, JOSE R	\$83.29		
96949	02/04/2021	Open			Utility Management Refund	SUAREZ, ABEL	\$83.97		
96950	02/04/2021	Open			Utility Management Refund	VALENZUELA, RUBEN G & MARIA	\$0.17		
96951	02/04/2021	Open			Utility Management Refund	VZ CONSTRUCTION LLC	\$15.79		
96952	02/04/2021	Open			Utility Management Refund	VZ CONSTRUCTION LLC	\$0.96		
Type Check Totals:									
									100 Transactions
									\$178,942.15



Schedule C  
**Pay Day Register**  
 Pay Date Range 02/01/21 - 02/28/21  
 Pay Batch 202102M

Pay Batch 202102M Total

Employees in Pay Batch 7


Female Employees in Pay Batch 2

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,750.00	ASRS Council	108.36 .00
806 - TELEPHONE STIPEND	.0000	200.00	Imputed Income		ASRS LTD Council	1.62 .00
<b>Total</b>	<b>0.0000</b>	<b>\$7,750.00</b>	FEDERAL TAX WITHHOLDING	82.52	ASRS/EORP - LEGACY RATE	444.51 .00
			SOCIAL SECURITY TAX	480.50	Dental Council	257.36 .00
			MEDICARE	112.40	EODCRS - COUNCIL	108.00 1,800.00
			STATE WITHHOLDING	127.50	EODCRS - DISABILITY	2.26 1,800.00
			ASRS Council	102.34	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			ASRS LTD Council	1.53	Health Council	6,358.99 .00
			Council Retirement EORP	471.50	Retirement Council EORP	2,979.36 4,850.00
			Dental Council	143.51	Vision Council	79.03 .00
			EODCRS - COUNCIL	144.00	<b>Total</b>	<b>\$11,337.23</b>
			EODCRS - DISABILITY	2.26		
			GARNISHMENT	221.11	Workers' Comp	Gross Base
			Medical Council	1,155.61	MUNICIPAL/ TOWN/	135.65 7,750.00
			MISCELLANEOUS	55.00	Total	\$135.65
			Vision Council	38.91		
			<b>Net</b>	<b>\$4,611.31</b> ✓		

Monica  
Castro

Digitally signed by Monica Castro  
 DN: CN = Monica Castro email =  
 mcastro@sanluisaz.gov C = AD  
 Date: 2021.02.09 10:49:05 -0700

Direct Deposits	Amount
1st Bank Yuma	729.53
Chase Bank	688.14
Federal Credit Union	939.73
Navy Federal	705.09
REALTORS FED CRED UNION	322.19
WASHINGTON FEDERAL	797.17
Wells Fargo	429.46
<b>Total</b>	<b>\$4,611.31</b>
Check	\$0.00

Prepared by:  
**Debora Luna**  
  
 Date:

# Payment Register

From Payment Date: 2/8/2021 - To Payment Date: 2/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97036	02/11/2021	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$8,333.34		
97037	02/11/2021	Open			Accounts Payable	YUMA COUNTY RECORDER	\$135.00		
97038	02/11/2021	Open			Accounts Payable	YUMA COUNTY TREASURER	\$125.48		
97039	02/11/2021	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$27.94		
97040	02/11/2021	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$284.92		
97041	02/11/2021	Open			Accounts Payable	YUMA SUN INC	\$1,026.04		
97042	02/11/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$141.81		
97043	02/11/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$1,034.41		
97044	02/11/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$653.76		
Type Check Totals:							\$261,722.65		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$260,356.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,366.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>92</b>	<b>\$261,722.65</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$260,356.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,366.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>92</b>	<b>\$261,722.65</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$260,356.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,366.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>92</b>	<b>\$261,722.65</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$260,356.65	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,366.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>92</b>	<b>\$261,722.65</b>	<b>\$0.00</b>

*Oriana Duarte*  
02/11/2021

*Miguel Ramirez*  
02/11/2021

# Payment Register

From Payment Date: 2/8/2021 - To Payment Date: 2/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
96953	02/08/2021	Voided		02/08/2021	Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,366.00		
96954	02/08/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$618.00		
96955	02/08/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$748.00		
96956	02/11/2021	Open			Accounts Payable	ALSCO, INC	\$334.02		
96957	02/11/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$164.68		
96958	02/11/2021	Open			Accounts Payable	ANDERSON HYDRAULICS	\$112.03		
96959	02/11/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$225.00		
96960	02/11/2021	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$10,911.51		
96961	02/11/2021	Open			Accounts Payable	ARIZONA BLUE STAKE, INC.	\$240.35		
96962	02/11/2021	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$1,564.18		
96963	02/11/2021	Open			Accounts Payable	ARIZONA STATE TREASURER	\$22,906.64		
96964	02/11/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$797.77		
96965	02/11/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$208.89		
96966	02/11/2021	Open			Accounts Payable	BILL ALEXANDER FORD	\$72.54		
96967	02/11/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$345.81		
96968	02/11/2021	Open			Accounts Payable	BLT ASPHALT LLC	\$857.96		
96969	02/11/2021	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$1,393.52		
96970	02/11/2021	Open			Accounts Payable	BOTACH INC	\$13,680.45		
96971	02/11/2021	Open			Accounts Payable	C&D DISPOSAL	\$222.45		
96972	02/11/2021	Open			Accounts Payable	CDWG	\$767.46		
96973	02/11/2021	Open			Accounts Payable	COIN SECURITY SYSTEMS INC.	\$35.46		
96974	02/11/2021	Open			Accounts Payable	CORDOVA LAW, PLC	\$7,400.00		
96975	02/11/2021	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$790.00		
96976	02/11/2021	Open			Accounts Payable	D & H ELECTRIC INC.	\$745.00		
96977	02/11/2021	Open			Accounts Payable	DAVIS, DAVID W.	\$2,603.84		
96978	02/11/2021	Open			Accounts Payable	DESERT EXCAVATING	\$8,850.00		
96979	02/11/2021	Open			Accounts Payable	DESERT WATER	\$74.26		
96980	02/11/2021	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	\$15,603.93		
96981	02/11/2021	Open			Accounts Payable	DIGITAL ROOM LLC	\$171.90		
96982	02/11/2021	Open			Accounts Payable	ENTERPRISE FM TRUST	\$763.76		
96983	02/11/2021	Open			Accounts Payable	ESTRADA, LETICIA	\$125.52		
96984	02/11/2021	Open			Accounts Payable	FIRERESQ, INC	\$647.80		
96985	02/11/2021	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00		
96986	02/11/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,093.00		
96987	02/11/2021	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$5,542.93		
96988	02/11/2021	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$593.10		
96989	02/11/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$888.30		
96990	02/11/2021	Open			Accounts Payable	HERNANDEZ, JERRY	\$400.00		
96991	02/11/2021	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$9,454.50		

# Payment Register

From Payment Date: 2/8/2021 - To Payment Date: 2/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96992	02/11/2021	Open			Accounts Payable	INTERNATIONAL ASSOC. FOR PROP/EVIDENCE	\$1,505.00		
96993	02/11/2021	Open			Accounts Payable	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	\$190.00		
96994	02/11/2021	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$11,364.31		
96995	02/11/2021	Open			Accounts Payable	KTL&C, LLC.	\$480.55		
96996	02/11/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$2,266.32		
96997	02/11/2021	Open			Accounts Payable	LIBERTY MOTORSPORTS	\$747.15		
96998	02/11/2021	Open			Accounts Payable	LIFE-ASSIST, INC.	\$153.67		
96999	02/11/2021	Open			Accounts Payable	LIZARDE, RAFAEL	\$209.00		
97000	02/11/2021	Open			Accounts Payable	LOWE'S HIW, INC.	\$608.62		
97001	02/11/2021	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$23,547.62		
97002	02/11/2021	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,321.66		
97003	02/11/2021	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$53.00		
97004	02/11/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$445.38		
97005	02/11/2021	Open			Accounts Payable	OFFICE DEPOT	\$1,729.08		
97006	02/11/2021	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$7,116.74		
97007	02/11/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$800.00		
97008	02/11/2021	Open			Accounts Payable	ORTEGA, LUZ	\$75.00		
97009	02/11/2021	Open			Accounts Payable	PERFORMANCE MOTORSPORTS	\$1,535.31		
97010	02/11/2021	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
97011	02/11/2021	Open			Accounts Payable	PROFORCE LAW ENFORCEMENT	\$136.38		
97012	02/11/2021	Open			Accounts Payable	PURCELL TIRE CO.	\$873.91		
97013	02/11/2021	Open			Accounts Payable	PURCHASE POWER	\$1,106.08		
97014	02/11/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$225.00		
97015	02/11/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$119.41		
97016	02/11/2021	Open			Accounts Payable	RELENTLESS LLC	\$599.00		
97017	02/11/2021	Open			Accounts Payable	ROBLES, MARIO	\$65.00		
97018	02/11/2021	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	\$331.13		
97019	02/11/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$575.00		
97020	02/11/2021	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$21,972.82		
97021	02/11/2021	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$6,289.80		
97022	02/11/2021	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	\$156.24		
97023	02/11/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	\$560.00		
97024	02/11/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$31,975.91		
97025	02/11/2021	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$333.75		
97026	02/11/2021	Open			Accounts Payable	SPECTRUM BUSINESS	\$176.00		
97027	02/11/2021	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	\$434.00		
97028	02/11/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$335.66		
97029	02/11/2021	Open			Accounts Payable	TIMECLOCK PLUS	\$2,809.03		
97030	02/11/2021	Open			Accounts Payable	TORO, JOSE	\$150.00		
97031	02/11/2021	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$6,377.25		
97032	02/11/2021	Open			Accounts Payable	UNITED STATES TREASURY	\$221.11		
97033	02/11/2021	Open			Accounts Payable	USA BLUE BOOK	\$65.87		
97034	02/11/2021	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	\$1,124.42		
97035	02/11/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$72.13		



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

4. C.

**Meeting Date:** 02/24/2021

**Department Head:** Richard Jessup, Chief of Police, Police Department

**Submitted By:** Michelle Boucher, Administrative Coordinator, Police Department

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase a complete addition fully equipped dispatch console using Fiscal Year 2020-2021 Capital Projects budgeted funds. **(Richard Jessup, Chief of Police)**

### SUMMARY:

The San Luis Police Department is seeking approval for the purchase of a complete addition fully equipped dispatch console using Fiscal Year 2020-2021 Capital Projects budgeted funds. The console furniture additions and reconfigurations will be purchased through Russ Bassett Corporation. Russ Bassett has provided a sole source letter for the purchase of these items. The total cost for the furniture additions and reconfigurations will be \$72,022.00. The radio system and required equipment will be purchased through Motorola Solutions, by way of Eddie Carrera at the City of Yuma. The purchase will be made using State Contract #CTR-046830. The total cost for the radio system will be \$44,256.07. The additional CAD equipment will be purchased through CDWG. The total cost for the additional CAD equipment will be \$2,290.44. The total cost for all items is \$118,568.51.

### Total Purchase

Within the budgeted amount of \$120,000.00, there are sufficient funds to purchase the complete addition of a fully equipped dispatch console for a total cost of \$118,568.51.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF ADDITIONAL FULLY EQUIPPED DISPATCH STATION NOT TO EXCEED \$120,000.00 AS PRESENTED.**

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$118,568.51 not to exceed \$120,000.00
<b>BUDGETED AMOUNT:</b>	\$120,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	NA
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Impact Fees/Capital Outlay/Equipment Police 806-860-90000.181

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

CIP purchase approved for FY 20-21 in the amount of \$120,000.00.

Purchase to be made from account 806-860-90000.181- Impact Fees/Capital Outlay/Equipment Police.

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**Attachments**

Russ Bassett Quote

Motorola Solutions Quote

CDWG Quote

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February 3<sup>rd</sup>, 2021

Gabriela Guevara  
Communications Coordinator  
San Luis Police Department  
1030 East Union Street  
San Luis, AZ 85349

**SLPD PSAP Console Furniture Additions & Reconfigurations or Replacement – Budgetary Pricing**

Gabby,

I enjoyed speaking with you late last week. Please find the below pricing for the items discussed last year, to repair and enhance the current positions. If you plan to proceed, let's get together in San Luis to dial in the details.

<b>RB-10306 Rev D Op 1 Replacement Components &amp; Added Console (Originally installed in 2008)</b>			
<u>Qty.</u>	<u>Item</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	<b>New Desience Sit-Stand Dispatch Console to Match Existing</b> - Worksurfaces will be high pressure laminate with molded urethane front edges	\$ 19,500	\$ 19,500
1	<b>New Injection Molded Urethane Front Edge Worksurfaces</b> - Replaces all existing worksurfaces	\$ 5,250	\$ 5,250
4	<b>Personal Comfort System including:</b> - Intuitive back lit controls at the worksurface edge - Dual-output forced air heater beneath worksurface with directional adjustment - Desktop cooling fans with directional diffusers, motion sensor for time out - Replaces existing (3) and covers the new position	\$ 1,600	\$ 6,400
4	<b>Articulating Dimmable LED Task Light</b> - Slatwall mounted, high, medium, low and off settings	\$ 255	\$ 1,020
1	<b>Rotating Resource Center:</b> - 36" Diameter rotating storage center for books and binders - Replaces existing unit	\$ 2,750	\$ 2,750
		Material Subtotal	\$ 34,920
		10.71% Sales Tax	\$ 3,740
		Freight Services	\$ 3,250
		Installation Services including reconfiguration of existing	\$ 7,750
		<b>Project Total</b>	<b>\$ 49,660</b>

A drawing of the reconfigured space is also included. If we were to look at a complete replacement, we would rethink and rework the entire design. See the next page for more information and budgetary pricing on a complete replacement.

Lead times are estimated at (12) weeks after receipt of order.

Please don't hesitate to contact me with any questions or concerns at (602) 380-6322 or [mgawin@russbassett.com](mailto:mgawin@russbassett.com).

Respectfully,



Matt Gawin

**San Luis PD Replacement Consoles - Preliminary Budget, Base Consoles**

Qty.	Item	Unit Price	Extended Price
4	<b>PSAP Consoles including:</b> - Flex Corner and/or Linear Sit-Stand Consoles, 22.6" to 48.7" height range, heavy duty lifting columns, anti-collision technology - Single continuous worksurface, molded urethane edge - Continuous 42"H x 7" structural technology wall surround with removable vented interior/exterior lower access panels and acoustic fabric clad or powder coat painted steel upper panels behind sit-stand - Upper Slatwall section with integrated wire management troughs - Slatwall Monitor Array to support the monitor configurations shown in drawings - All technology is fully integrated and enclosed in under sit-stand cabinets, Micro PCs mounted at the Slatwall Array - Includes USB Keystone Couplers with 15' Extension Cables to couple with mice and keyboards with enclosed computers - Includes 14-Port Data Termination Bracket Kit, 2U Vertical Rack Mount Kit and R56 Bonding/Grounding Kit Accessories at all positions - Includes fixed height bridge shared storage as shown in drawings (Personal Storage & General room support) - Finished end panels (Painted Steel or Laminate)	\$ 12,750	\$ 51,000
4	<b>Dimmable LED Task Lights</b> - Gooseneck Light with rotating dimmer switch at dashboard and/or Fully Articulating Light mounted to Slatwall Monitor Array with hi, medium, low and off settings	\$ 255	\$ 1,020
4	<b>Personal Device Convenience Outlets:</b> - (1) 3-prong outlet and (2) USB power-only outlets located at dashboard	\$ 165	\$ 660

Material Subtotal	\$ 52,680
10.71% Sales Tax	\$ 5,642
Freight Services - Single Delivery	\$ 4,750
Installation Services - Single Phase Installation	\$ 8,950
<b>Project Total - Base Consoles</b>	<b>\$ 72,022</b>

**Base Consoles + Optional Features, 2-Phase Installation**

4	<b>PSAP Consoles</b> - Same as above - but assumes larger console, less cost-effective layout)	\$ 13,995	\$ 55,980
8	<b>Dimmable LED Task Lights</b> (same as above)	\$ 255	\$ 2,040
4	<b>Personal Device Convenience Outlets</b> (same as above)	\$ 165	\$ 660
4	<b>Sanitation Station 1</b> - Slatwall Mounted Tissue / Hand Sanitizer Holder	\$ 160	\$ 638
4	<b>Sanitation Station 2</b> - Slatwall Mounted Disinfectant Wipe Bottle Holder	\$ 110	\$ 440
4	<b>Personal Comfort System including:</b> - Dual-output forced air heater beneath worksurface with directional adjustment - Desktop cooling fans with directional diffusers - Intuitive back lit controls at the dashboard - Occupancy sensor for time out after 15 minutes of inactivity	\$ 1,195	\$ 4,780
4	<b>Ambient Lighting</b> - Blue light, under and over counter only, rotating dimmer at dashboard	\$ 625	\$ 2,500

Material Subtotal	\$ 67,038
10.71% Sales Tax	\$ 7,180
Freight Services - Single Delivery	\$ 4,250
Installation Services - 2 Phase Installation	\$ 13,500
<b>Project Total - Base Consoles + Optional Features</b>	<b>\$ 91,968</b>

This is a budget. If we can spend some time either in person or virtually discussing the project and learning about your operations, as well as sharing more about Russ Bassett, we can develop design drawings and an actual line item detail quotation.

The figures shown in the following pricing charts include all associated design, project management, console materials, sales tax, freight services and installation services. This quotation also includes Sales Taxes. We have estimated the Freight and Installation Services based on the understanding that we would complete the

project over the course of one (1) phase in the "base" console estimate and two (2) phases in the second pricing chart, with all material/product delivering in at the start of the 1<sup>st</sup> phase, to be stored at your facility until the time of the 2<sup>nd</sup> phase to save the cost of a second shipment.

The pricing excludes source electrical and communications cabling, floor coring, grounding, seismic anchoring (if applicable), new monitors, monitor mounting, monitor cables, cable labeling and cable routing. Russ Bassett can estimate and provide any of these excluded or other additional items and/or services upon request.

Russ Bassett is an industry leading designer and manufacturer of the highest quality consoles for mission critical environments. We are a financially stable company that has consistently delivered positive results for our clients for now 60 years. Russ Bassett has a state of the art 110,000 square foot manufacturing facility and showroom in Whittier, CA. We have proven expertise and experience in the layout, design, manufacture, shipment, delivery, installation and service of mission critical console systems. Based on our successful similar work for other Public Safety Communications Agencies, Transportation Network Operations Control Centers, Power Utilities and Military/Government Agencies you can trust us to do a great job for the San Luis Police Department.

Our goal is that every Russ Bassett client has an excellent experience working with us from project inception through successful project installation, and in the long run as we provide ongoing service and support. We strive to not only meet your expectations but exceed them. We will bring drive, integrity, attention to detail, and excellent service to your Team during every stage of the project. We will work in concert with SLPD, City Facilities and IT Staff, your Radio and 9-1-1 Equipment providers, electrician, low voltage communications subcontractor, and any other project stakeholders to deliver a best-in-class solution on-time and on-budget. We are team players!

## Procurement

Russ Bassett Consoles are available to the City of San Luis via HGACBuy Contract EC07-20 for 9-1-1 Equipment & Services and have been priced accordingly. According to the HGACBuy website, there is already an IGA in place and you are a Member/User of this pre-competitively bid cooperative purchasing vehicle.

## Russ Bassett Console Salient Characteristics

Our consoles are designed with the comfort, safety and productivity of the Telecommunicators as the primary focus. The proposed console design also effectively integrates technology creating a 'no-fail' work environment and allowing technicians to quickly access and trouble shoot equipment when necessary.

Russ Bassett has proposed a solution built upon our Flex Console system. The Flex Console product platform – as installed most recently in AZ at the Mesa PD and Peoria PD dispatch centers – is highly reliable, extraordinarily durable and ergonomically designed.

Here are a few key features that differentiate Russ Bassett Consoles from other options you may be considering:

- **Individually Adjustable Monitor Arms or Slatwall Monitor Arrays**

When it comes to monitor mounts, we strive to be the most flexible provider available. As our standard, Russ Bassett consoles utilize individually adjustable monitor arms that are fully articulating and designed to universally accommodate differing monitor sizes and weights. Individually adjustable monitor arms allow each user to adjust monitors to their focal depth and angle preferences so that they can be super comfortable as they work. We also offer a Slatwall Monitor Array that moves all monitors together as one with electric height and manual focal depth user adjustments. The array is a curved two-sided slatwall design and incorporates adjustable mounts that provide for peripheral and tilt angles to be preset, both optimizing the ergonomic interface and properly aligning all monitor seams. In either case robust power distribution and cable management features are integrated.

***We have proposed the use of our Slatwall Monitor Array solution.** If you were to head over to YCSO Dispatch to see their operations, you'd see fully articulating monitor arms.*

- **Welded Steel Framework**

Russ Bassett consoles are welded steel rather than bolted extrusions and/or wood panels, offering superior rigidity (particularly beneficial for reconfiguring) and superior heat dispersion. While we do offer exhaust fan kits for technology storage areas, they are almost never required because the welded steel consoles are very well ventilated and disperse heat rather than insulating it.

The integrated 42" high structural/technology wall surround has a 7" profile and provides a rigid physical structure to the system, multiple cable management raceways, serve as the zone for accommodating and fully enclosing electrical J-box and network cabling demarcations, allows for computer and peripheral equipment placement, vertical rack mounting, and serves as the connection between the sit-stand cable management infrastructure and the fixed height extension cabinets, including accommodating all cable routing and coiling of excess computer cabling service loops. When supporting fixed height extensions and bridges, the walls include an upper slatwall section with flipper door access panels opening into the integrated wire management troughs. The walls have interior and exterior, lower and upper access panels as well as removable top caps that are also of perforated steel construction. Top caps can be specialized for integration of status indicator lights and large screen display mounts. This is an extraordinarily well thought out and durable solution! It is designed, engineered and manufactured as console furniture from the ground up and does not incorporate office furniture like elements.

- **Large, Uninterrupted Worksurface**

Russ Bassett consoles are designed to allow a full single-lift surface to achieve the BIFMA ergonomic standards for input device platforms, meaning a separate keyboard surface is not required. Your writing surface, work area, telephones and other peripheral devices are all at the same comfortable height as your keyboards. Height adjustment range is from 22.6" to 48.7" from the floor to the top of the work surface, which exceeds the HFES 100-2007, ANSI/BIMFA G1-2002 and all European standards for input device platforms.

- **Durable - Molded Front Edge**

Russ Bassett work surfaces utilize an injection molded urethane edge that provides a comfortable, durable, liquid tight edge. There is no exposed hardware on our consoles making them aesthetically appealing, comfortable and extremely tough.

- **Safety – Anti-Collision Technology**

Russ Bassett Flex consoles utilize in-house fabricated anti-collision switch covering the area of the user where the surface could lower onto a chair or operator. The lifting legs also can sense pressure. If the surface is lowered onto an object (such as a chair) the anti-collision technology is activated and the worksurface rises slightly avoiding any contact.

- **Cable Management**

We obsess over orderly cable management! You cannot put your foot up and disconnect a mouse, keyboard or anything else! All PCs and peripheral equipment monitor video and power cables, source electrical and communications cabling, etc. all occur within the console. From the monitor arms or slatwall monitor array, into the slatwall wire management trough, down the cable chains, into the structural wall and out into the PC enclosure spaces we properly manage all audio, video, power and network cables to keep all mission critical systems easily accessible and the console easily retrofittable.

- **Lockers, Tables and Accessories**

A wide range of locker, storage and table solutions, as well as many other accessorial features are available to accompany Russ Bassett Consoles. Accessories in addition to those shown in the pricing chart above include edge etched glazing with agency logos integrated, slatwall mounted organizational tools and speaker mounts, sanitation stations, cup holders, various technology integration options such as PC Towers vs. under counter cabinets, rack mount kits, monitor cables and many other options are available. Some of these items can be viewed here <https://russbassett.com/control-room-resources/literature/> and we look forward to discussing them further with your Team!

Product videos can be viewed at this link <https://russbassett.com/control-room-resources/video/>.

We are proud to be "**Made in the USA**". Russ Bassett Consoles are made at our factory in Whittier, California. We are vigilant in ensuring that our manufacturing processes and products are environmentally sound and will have favorable impact in our customer's facilities.

Russ Bassett offers several standard high-quality powder coat paint options for the Steel Framework including PC enclosures and storage components, as well as many standard top grade, high pressure laminate options for the worksurface. Flex Consoles can have no fabric if that is preferred, as we discussed in Payson. Finishes can be viewed on our website here: <https://russbassett.com/control-room-resources/finishes/>. Physical samples will be provided prior to selection.

## **Project Management and Schedule**

As stated, Russ Bassett will work closely with your Team to ensure a seamless process and successful result. We take customer project timelines very seriously and will ensure that insofar as it depends on our Team, your project is completed on time and on budget. Manufacturing lead times for the products proposed here are currently in the ten (10) week range after receipt of order, plus shipping and installation time. Orders can be placed as far in advance as makes sense for the project.

If selected as your partner for the project, we will collaborate with the Team to define the desired start date, define all necessary action items and create and maintain a Gantt Chart Schedule to keep the Team

apprised of any extra project time, critical timelines and key action items. We are focused on successfully managing projects so that all parties involved have a great experience in working with us.

## **Delivery and Installation Services**

Russ Bassett Project Managers and Factory Trained Local Installers deliver the highest caliber on-site delivery and installation experience. We coordinate up front, show up on time, install our console furniture with the highest safety and quality standards, and act as a team player to assist our clients in successfully implementing their projects. Key delivery and installation services include:

- o Project Planning Guide
- o Specialized packaging and transportation carriers
- o Onsite Project Manager
- o Russ Bassett Certified Local (Phoenix Area) Installers
- o Onsite Training of GC Subs and Equipment Vendors
- o Onsite Training of User Groups
- o Installation Survey

All Russ Bassett Installation Services will be coordinated from our corporate headquarters in Whittier, CA. Your Russ Bassett Project Manager will assign and lead our local Team (Phoenix based) of certified technicians to successfully complete the project.

All Russ Bassett project installations include onsite training for the electrical and communications cabling subcontractors while we're in the process of installation, as well as training for the technology integration Team and user group. A User Guide will be provided and reviewed with you at the completion of your installation.

## **Warranty**

Russ Bassett consoles are built for 24/7 mission critical environments. Russ Bassett is your single point of contact for all questions regarding operation, warranty and service items. We have a simple, all inclusive ten (10) year warranty. Russ Bassett consoles do not require any kind of regularly scheduled service or preventative maintenance. We stand behind our product and are committed to maintaining long term positive relationships with our customers!

## **References**

Provided in the following pages is a partial set of referral letters for you to check out. More can be viewed here: <https://russbassett.com/control-room-resources/endorsements/>. We would be happy to provide a list with contact information upon request.

## **Conclusion**

If ultimately selected as your partner for the project Gabby, we will deliver both a best-in-class console furniture solution and customer experience.

Again, please don't hesitate to contact me with any questions or concerns as you review.

My cell phone is (602) 380-6322 and email is [mgawin@russbassett.com](mailto:mgawin@russbassett.com).

Thank you!

Matt

February 12<sup>th</sup>, 2021

Michelle Boucher  
Administrative Coordinator  
San Luis Police Department  
1030 E Union Street  
San Luis, AZ 85349

**SLPD PSAP Console Furniture Additions & Reconfigurations**

Michelle,

As discussed by phone earlier this week, Russ Bassett Console Products are only available to the City of San Luis by way of a direct purchase from Russ Bassett.

As the Desience product platform installed in 2008 is no longer in regular product, there is no state contract or other contract available for the part/expansion purchase.

A purchase directly to Russ Bassett Corporation, not making reference to any contract vehicle, will be required to purchase the add on / reconfiguration option.

If you wanted to complete a full scale replacement of the existing consoles, we could do that and the proposed contract would be HGACBuy EC07-20 for 9-1-1 Equipment and Services.

Please don't hesitate to contact me with any questions or concerns at (602) 380-6322 or [mgawin@russbassett.com](mailto:mgawin@russbassett.com).

Respectfully,



Matt Gawin

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**RUSS BASSETT CORP.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**8189 BYRON ROAD**

**6** City, state, and ZIP code  
**WHITTIER, CA 90606**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

9	5	-	4	1	1	3	4	3	0
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ *[Signature]*    Date ▶ *01/03/2020*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding, later.*

FOR PERSPECTIVE VIEW, SEE SHEET 1 OF 2  
 FOR PLAN VIEW, SEE SHEET 2 OF 2

desience  
 modular consoles



USER APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY/CUSTOMER/AGENCY:  
 SAN LUIS POLICE DEPARTMENT

FLOOR/AREA:  
 DISPATCH

DRAWING NUMBER:  
 HS-321

REVISION: A opt 1

MODULES: 11

SAE: AVA RABAGO

DEALER: CONCERT

DATE: 8/16/2010

DRAWN BY: CC

SCALE: NTS

SHEET NO.: 1 OF 2

REVISIONS:

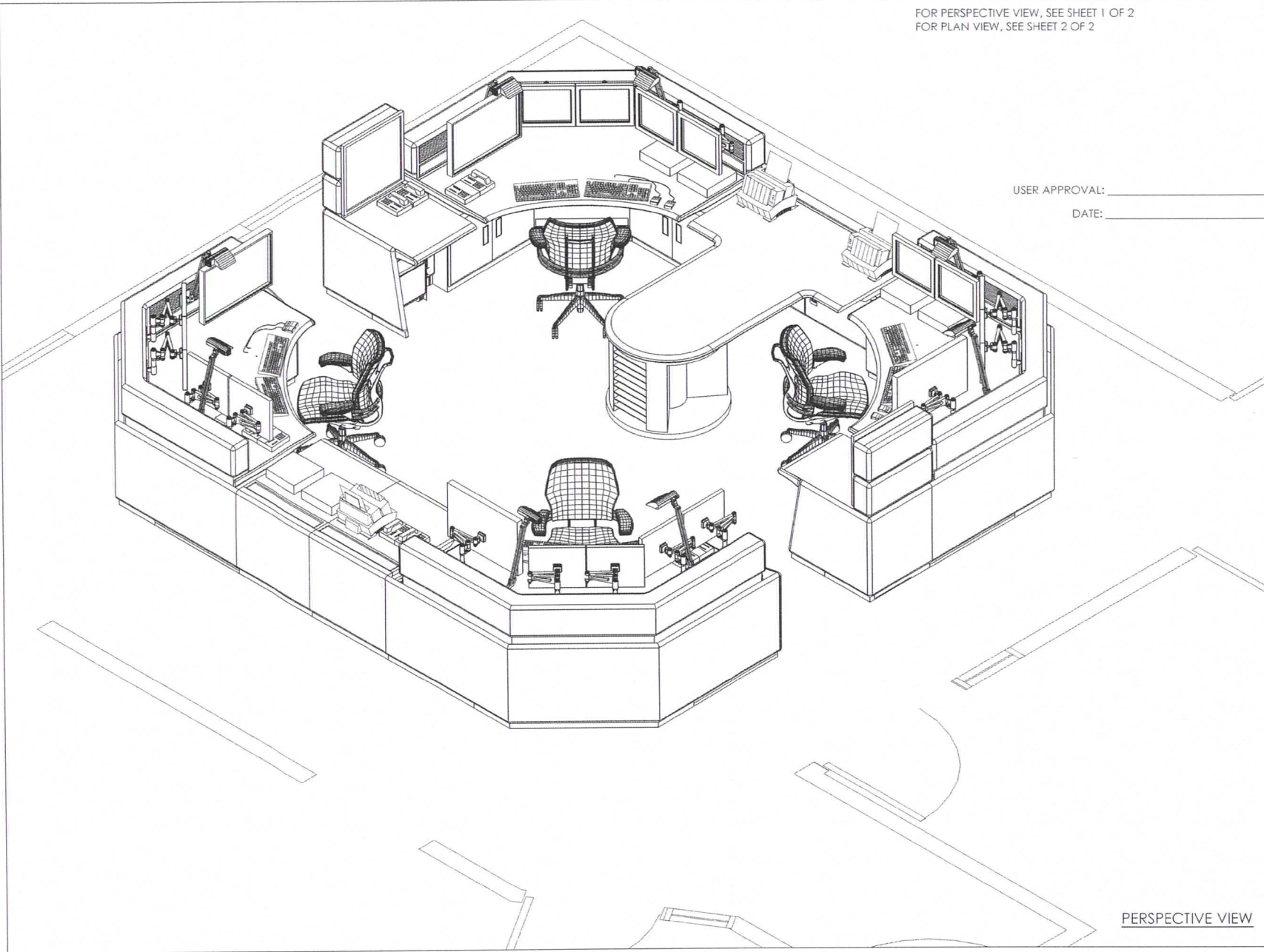
DATE	BY	DESCRIPTION
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▲		
▲		
▲		

**russebassett**

8189 Byron Road  
 Whittier, CA 90606  
 Tel. (800) 350-2445  
 Fax. (562) 447-2229  
[www.desiencedispatch.com](http://www.desiencedispatch.com)

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PERSPECTIVE VIEW



24'-8 1/2"

FOR PERSPECTIVE VIEW 1, SEE SHEET 1 OF 2  
FOR PLAN VIEW, SEE SHEET 2 OF 2

desience  
modular consoles



USER APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY/CUSTOMER/AGENCY:  
SAN LUIS POLICE DEPARTMENT

FLOOR/AREA:  
DISPATCH

DRAWING NUMBER:  
HS-321

REVISION: A opt 1

MODULES: 11

SAE: AVA RABAGO

DEALER: CONCERT

DATE: 8/16/2010

DRAWN BY: CC

SCALE: 3/4"=1'-0"

SHEET NO.: 2 OF 2

REVISIONS:

DATE	BY	DESCRIPTION
▲		
▲		
▲		
▲		
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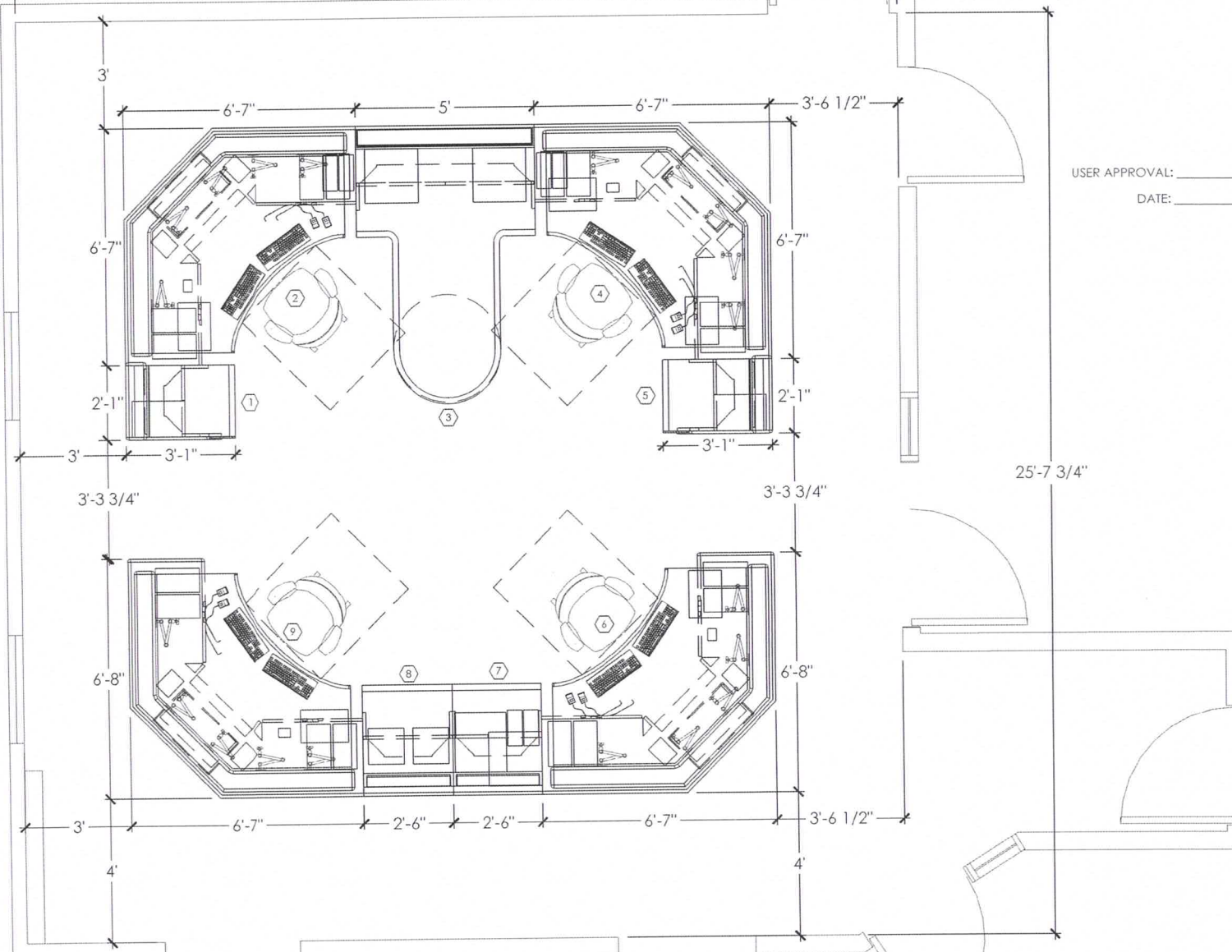
**russbassett**

8189 Byron Road  
Whittier, CA 90606  
Tel. (800) 350-2445  
Fax. (562) 447-2229

[www.desiencedispatch.com](http://www.desiencedispatch.com)

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of RUS BASSETT CORPORATION.

PLAN VIEW



25'-7 3/4"



Quote Number: QU0000520011  
 Effective: 17 FEB 2021  
 Effective To: 18 APR 2021

**Bill-To:**

YUMA, CITY OF  
 ONE CITY PLZ  
 YUMA, AZ 85364  
 United States

**Ultimate Destination:**

YUMA, CITY OF  
 ITS INSTALLATION FACILITY 2450  
 MADISON AVE  
 YUMA, AZ 85364  
 United States

**Attention:**

**Name:** Eddie Carrera  
**Phone:** 928-373-5000

**Sales Contact:**

**Name:** Robert Henderson  
**Email:** robert@gilaelectronics.com  
**Phone:** 9287260896

**Contract Number:** ARIZONA STATE  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	B1905A	MCC 7500 ASTRO 25 SOFTWARE	\$250.00	\$200.00	\$200.00
2	1	B1933A	MOTOROLA VOICE PROCESSOR MODULE	\$11,920.00	\$9,536.00	\$9,536.00
2a	1	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$14,400.00	\$11,520.00	\$11,520.00
2b	1	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$6,000.00	\$4,800.00	\$4,800.00
2c	1	CA00182AB	ADD: AES ALGORITHM	\$900.00	\$720.00	\$720.00
2d	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$3,900.00	\$3,120.00	\$3,120.00
2e	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	-	-	-
3	1	TT3492A	Z2 G4 MINI WORKSTATION NON RETURNABLE	\$2,500.00	\$2,500.00	\$2,500.00
4	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	\$77.00	\$77.00	\$77.00
5	2	B1912A	MCC SERIES DESKTOP SPEAKER	\$450.00	\$360.00	\$720.00
6	1	B1914A	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	\$200.00	\$200.00
7	2	B1913A	MCC SERIES HEADSET JACK	\$200.00	\$160.00	\$320.00
8	1	RLN6098A	HDST MODULE BASE W/PTT, 15 FT CBL	\$210.00	\$153.30	\$153.30
9	1	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET	\$149.00	\$108.77	\$108.77
10	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$308.00	\$308.00	\$308.00
11	1	DDN2089A	VOICE AND DATA LOGGING,DUAL IRR SW USB HASP WITH LICENSE (V47)	\$2,648.00	\$2,648.00	\$2,648.00
12	1	DSICUSBAUDIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD	\$47.00	\$47.00	\$47.00
13	1	DDN9649A	INSTANT RECALL RECORDER CABLE FOR MCC 7500	\$95.00	\$95.00	\$95.00
14	1	DSLOGITECHZ130	LOGITECH Z130 SPEAKERS	\$37.00	\$37.00	\$37.00
15	1	DSISOBAR6ULTRAHG	SPD, 6 HOSPITAL-GRADE OUTLETS, 15-FT. CORD, 3300 JOULES	\$155.00	\$155.00	\$155.00
16	1	DSTG241B	TECH GLOBAL EVOLUTION SERIES 24INCH NON TOUCH	\$3,557.00	\$3,557.00	\$3,557.00

Estimated Tax Amount

\$3,434.00

**Total Quote in USD**

**\$44,256.07**

All pricing is per State of AZ Contract #CTR-046830.

**THIS QUOTE IS BASED ON THE FOLLOWING:**

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

**MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

# QUOTE CONFIRMATION



**DEAR MONICA RUIZ,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LXJZ435	2/17/2021	LXJV656	9563163	<b>\$2,290.44</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Dell UltraSharp 49" Curved LED-Backlit LCD Monitor</a> Mfg. Part#: DELL-U4919DW UNSPSC: 43211902 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	1	5331560	\$1,213.39	\$1,213.39
<a href="#">Dell UltraSharp U3219Q - LED monitor - 4K - 32"</a> Mfg. Part#: DELL-U3219Q UNSPSC: 43211902 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	1	5271517	\$890.56	\$890.56
<a href="#">Dell KB216 - keyboard</a> Mfg. Part#: KB216-BK-US UNSPSC: 43211706 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	1	4306011	\$20.29	\$20.29
<a href="#">Dell MS116 - mouse - USB - black - 275-BBCB</a> Mfg. Part#: MS116-BK UNSPSC: 43211708 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	1	3938481	\$22.14	\$22.14

PURCHASER BILLING INFO		SUBTOTAL	\$2,146.38
<b>Billing Address:</b> SAN LUIS CITY HALL ACCTS PAYABLE PO BOX 7740 SAN LUIS, AZ 85349-6816 <b>Phone:</b> (928) 627-2027 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$144.06
		<b>GRAND TOTAL</b>	<b>\$2,290.44</b>
DELIVER TO		<b>Please remit payments to:</b>	
<b>Shipping Address:</b> SAN LUIS CITY HALL INFORMATION TECHNOLOGY DIVISION 1090 EAST UNION STREET SAN LUIS, AZ 85349-6816 <b>Shipping Method:</b> UPS Ground (2-3 days)		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	<b>John Trapani</b>	(877) 325-9490	johntra@cdwg.com
---	---------------------	----------------	------------------

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. A.

**Meeting Date:** 02/24/2021

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

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

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the authorization to approve Western Water Works for the required sampling for the Water Division for the remaining of the Fiscal Year 2021-2022. **(Eulogio Vera, Director of Public Works)**

#### SUMMARY:

Staff received a sampling estimate from Western Water Works for the remainder of Fiscal Year 2021. Public Works Department, Water Division, recommends waiving formal procurement procedures as allowed under San Luis Purchasing Code Section 36.01(H). Waiving formal purchasing procedures is justified, in efforts to maintain testing continuity and ADEQ compliance.

Western Water Works has been providing a professional and timely service keeping the City of San Luis in compliance with ADEQ regulations for more than 20 years. Their personnel have provided excellent support going beyond their work responsibility in regard to documentation, updates/changes, issues with some residents and cost savings via email, phone call or in-person when requested. It is important to have continuity in both testing as well as consultation with respect to maintaining the Water Division's Arizona Department of Environmental Quality compliance regimen. This service is akin to a professional service where it is critical to deal with a consultant who is familiar with San Luis Public Works operations so that there is a certain consistency. This has been our provider for years, and to switch to a different consultant who would need to learn San Luis risks maintaining the necessary water quality pursuant to the Clean Water Act and related State and Federal regulation.

#### RECOMMENDATION / SUGGESTED MOTION:

**I HEREBY MOVE, FOR THE REASONS STATED, TO WAIVE FORMAL PURCHASE PROCEDURES TO ACQUIRE THE SERVICES OF WESTERN WATER WORKS TO PROVIDE CONSULTATION AND TESTING FOR THE WATER SERVICES DIVISIONS FOR THE CURRENT FISCAL YEAR AND FOR FISCAL YEAR 2021-2022.**

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	CITY
<b>TOTAL:</b>	\$28,948.00
<b>BUDGETED AMOUNT:</b>	\$28,948.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	0

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Water Contractual Services  
300-302-80000\$ 97,843

---

**Attachments**

Estimate

---

# Western Water Works

P.O. Box 546 • Hereford, Arizona 85615-0546  
 (520) 429-0135 • FAX (520) 429-7104  
 EMAIL: WesternWaterWorks.Smith@gmail.com

FY 2021

01-July-2020 to 30-June-2021

## Sampling Schedule / Estimated Billing Months

REQUIREMENT	CYCLE	COST	# SAMPLES / REPORTS	UNIT	FREQ in YEAR	TOTAL COST
<b>Annual Requirements</b>						
Coliforms	Monthly	\$28	40	sample	12	\$13,440.00
MRDL Report	Quarterly	\$100	1	report	4	\$400.00
DBP, Stage 2	Quarterly	\$400	4	site	4	\$6,400.00
DBP, Stage 2, Report	Quarterly	\$50	1	Qtr	4	\$200.00
Nitrates (for CY 2020+2021)	Annual	\$75	6	EPDS	2	\$900.00
						<b>\$21,340.00</b>

<b>Non-Annual Cyclic Requirements</b>						
<i>For ALL EPDS, Triennial cycle:</i>						
SOCs	2X /3-yr	\$2,490	6	EPDS	1	\$14,940.00
<small>Note: SOC monitoring is required 2x, in non-consecutive quarters; 2nd set will be in FY22.</small>						
<i>For ALL EPDS, 9-Yr cycle</i>						
Nitrite	1 / 9-yr	\$58	6	EPDS	1	\$348.00
Asbestos	1 / 9-yr	\$165	6	EPDS	1	\$990.00
						<b>\$16,278.00</b>

<b>One-Time (2-phase) Requirement Scheduled by EPA for January &amp; July 2020</b>						
UCMR4	2X /1-yr	\$10,880	1	set	1	\$10,880.00
Allowance for enactment of evolving EPA/ADEQ Rules						\$2,000
<b>FY 2021 PROPOSAL</b>						<b>\$50,498</b>

CY 2020													CY 2021						Sample(s) Taken
Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Billed							
\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$13,440						
\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560	\$560								
		\$100			\$100			\$100			\$100		\$400						
	\$1,650			\$1,650			\$1,650			\$1,650			\$6,600						
		\$450						\$450					\$900						
\$1,120	\$2,770	\$1,670	\$1,120	\$2,770	\$1,220	\$1,120	\$2,770	\$1,670	\$1,120	\$2,770	\$1,220	\$21,340							
							\$14,940						\$14,940						
							\$348						\$348						
							\$990						\$990						
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,278	\$0	\$0	\$0	\$0	\$0	\$16,278						
	\$10,880												\$10,880						
	\$10,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,880						
					\$500		\$500		\$500		\$500		\$2,000						
\$1,120	\$13,650	\$1,670	\$1,120	\$2,770	\$1,720	\$1,120	\$19,548	\$1,670	\$1,620	\$2,770	\$1,720	\$50,498							
\$34,058																			

TOTAL 28,948<sup>00</sup>



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. B.

Meeting Date: 02/24/2021

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

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

Action Requested: Motion

#### ITEM:

Discussion and possible action on any and all matters regarding the approval of a contract for the Lift Station 300 Repairs. (Eulogio Vera, Director of Public Works)

#### SUMMARY:

Lift Station 300 discharge pipes are in urgent need of replacement. They have been leaking for over a year but staff has not been successful in finding a contractor to do the confined space entry work. The City will supply stainless steel discharge pipes and all materials to do the repairs. Staff reached out to three contractors that showed interest and are capable of doing the work but only DPE Construction, Inc. (\$81,000 quote ) and Yuma Valley Contractors (\$86,684 quote) responded.

Due to the San Luis City Code-Purchasing Section 36.01(E) requires three (3) written quotes for amounts of \$15,000.00 up to \$34,999.99 and Section 36.01(F) requires formal bidding for amounts of \$35,000.00 and above, staff recommends that the formal bidding procedure be waived, as is allowed under the San Luis City Code-Purchasing Section 36.01(H), and project be procured through the quote process to save about 4 weeks of advertising time. As the installation of all materials has a short duration needing no more than three(3) weeks. A bidding process is not likely to change the results or be of any benefit to city in terms of price or competition since only two companies have provided quotes.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO TRANSFER \$81,000 FROM CAPITAL OUTLAY BUDGET TO THE MAINTENANCE/OTHER BUDGET, APPROVE CONTRACTING WITH DPE, THE LOWEST QUOTE, IN THE AMOUNT OF \$81,000, AND WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.**

#### Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES  
CITY/STATE/FEDERAL FUNDS: ENTERPRISE FUNDS  
TOTAL: \$81,000.00  
BUDGETED AMOUNT: See fiscal impact stmt  
AVAILABLE AMOUNT TO TRANSFER: YES  
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 310-311-90015.350 Capital Outlay \$1,299,268

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

Emergency repair is not budgeted. A budget transfer from account 310-311-90015.350 Capital Outlay to Account # 310-311-70025 Maintenance/Other in the amount of \$81,000 will be made.

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**Attachments**

Quotes

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# DPE Construction, Inc.



**1636-A E. 20th Street**

Yuma, Az. 85365

**Contact:** Jim Allen /Esteban Hernandez

**Phone:** 928-783-7885

**Fax:** 928-343-1016

Quote To: City of San Luis  
Attn: Gilberto Torres  
Email: gtorres@cityofsanluis.org  
Phone: 928-341-8577  
Cell Number:

Today's Date: 01/05/2021  
Job Name: Lift Station Improvements  
Date of Plans:  
Revision Date:  
Addenda:  
Location: San Luis, AZ

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Sewer Liftstation Improvements	1.00	LS	81,000.00	81,000.00
<b>GRAND TOTAL</b>					<b>\$81,000.00</b>

## NOTES:

### Bid Includes:

Sewer bypass, sewer bypass 24hr pump watch, plugging of sewer lines, install of pipe brackets (provided by owner) per provided sketch, removal and re-install of pipe needing weld repairs (welding by other)

\*City of San Luis tax rate is included in pricing, DPE Construction provided confined space equipment and personnel as required for install of brackets.

\*Owner to vacuum and clean lift station prior to DPE arrival.

Bid Excludes: Bond, APS/Cable/telephone/gas trenching of any kind, Connection Fees, Impact Fees, Landscaping. All material to be provided by owner.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: Payment to be made as follows: See Pricing Schedule Above

Billing shall be submitted on or before the end of each month. Payment shall be made within 14 days in accordance with ARS Sec. 15-213 as amended July 18, 2000 by SB 1549. Interest for overdue invoices shall be computed at 1 ½% per month.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PROPOSAL

YUMA VALLEY CONTRACTORS, INC.

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

TO: San Luis Public Works
Attn: Eulogio Vera

DATE: 2-Nov-20
PROJECT NAME: Juan Sanchez LS repairs
ARCHITECT: NA
DATE OF PLANS:
PROJECT LOCATION: Juan Sanchez, SL, AZ

DESCRIPTION:

YVC PROPOSES to install new material provided by the City of san Luis to repair the guide Rails on 3 pumps. Bypass pumping and redudncy of a second pump is included in this proposal. The by pass will be from the last manhole before the wet well to the 1st 45 bend after the discharge manifold. The City of San Luis agrees to provide support for pumping wet well down and evacuating residual effluent in the bottom of the wet well. YVC will provide 24 HR monitoring on site during the repair work. \$86,684.00

EXCLUSIONS: STAKING, PROFESSIONAL SERVICES, PERMITS, SPECIAL INSPECTOINS MATERAIL TESTING, SLURRY, IMPORT OR EXPORT OF MATERIAL, TAX, BOND, WEEKEND OR OVERTIME WORK, SWWPP, PATCHING OF ASPHALT OR CONCRETE, ANY METERS OR FEES, ANY APPROVALS FROM AHJ, WELDING.

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

TOTAL AMOUNT ONLY: \$86,684.00

Payment to be made as follows: PROGRESS PAYMENTS

BY: [Signature]
YUMA VALLEY CONTRACTORS, INC.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Proposal is valid for 30 days
Any late payments will be charged 1.5% per month late fee.
All payments are due within 15 days of receipt.

Signature:

Date of Acceptance:

Signature:



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. C.

**Meeting Date:** 02/24/2021

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

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

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis the purchase of slurry seal application services from American Pavement Preservation for the application of type 2 slurry seal as part of the Fiscal Year 2020-2021 Pavement Preservation Project and budget transfer. **(Eulogio Vera, Director of Public Works)**

### SUMMARY:

In continuance of the Pavement Preservation Program, staff recommends that the city accepts services offered by American Pavement Preservation, for a total amount not to exceed an additional \$210,000.00. This would increase the FY2021 total expense on pavement preservation from a budgeted \$350,000.00 to a proposed \$430,000.00. Staff recommends using budget from other projects that are not moving forward as fast as originally planned and increase the planned pavement preservation line item by \$80,000.00 to apply slurry near schools where traffic is currently slow due to the pandemic. The city would piggyback on a contract that the City of Yuma has in place with American Pavement Preservation, Slurry Seal Service, BID #2016-0000024. The City of Yuma completed the full bidding process for slurry services in 2016 for a 5-year contract, which allows for the cooperative use of the contract. We will comply with state cooperative purchasing.

This request also complies with the San Luis City Code-Purchasing Section, 36.09, Cooperative Purchasing. The justification for Cooperative Purchasing under San Luis Purchasing Code is that another entity (in the case, the City of Yuma) went out to bid, so duplicating the expense of the bidding processing is not cost-effective where the result will likely be the same cost Yuma already got under its bid.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO TRANSFER \$80,000 FROM THE CAPITAL PROJECTS BUDGET TO THE PAVEMENT PRESERVATION PROJECT AND APPROVE THE PURCHASE OF SLURRY SEAL APPLICATION SERVICES THROUGH AMERICAN PAVEMENT PRESERVATION FOR \$430,000.00.**

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	HURF
<b>TOTAL:</b>	\$430,000.00
<b>BUDGETED AMOUNT:</b>	\$350,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$80,000.00

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Highway Users Non-Capital  
Outlay Projects 200-210-89000

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

FY2021 Pavement Preservation (PP) Budget = \$350,000.00

Total proposed FY2021 PP Expenditure \$430,000.00

Budget Transfer from Capital Outlay- Improvement Roads 200-210-90010 to Non-Capital Projects  
200-210-89000 = \$80,000.00

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**Attachments**

Yuma Bid

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**CITY OF YUMA  
PURCHASING DIVISION  
NOTICE OF INVITATION FOR FORMAL BID**



**BID NUMBER: 2016-20000024**

**BID TITLE: Slurry Seal Services**

**BID DUE DATE AND TIME:**

**Tuesday, September 15, 2015 @ 2:00 pm Arizona Time**

**SCOPE OF WORK: Purchase and Delivery of Slurry Seal Services. This will be a one-year contract with the option to renew for four additional one-year periods, one period at a time based on performance and availability of funds.**

**BID OPENING AND SUBMITTAL LOCATION:**

Please submit your bid to:

City of Yuma  
Purchasing Division  
One City Plaza  
Yuma, AZ 85364-1436

Vendor shall return the Bid Form in a sealed envelope that clearly identifies the bid number, vendor's name and address. Bids must be received in the office of Purchasing Division, One City Plaza, Yuma, Arizona 85364 no later than the time stated in the bid. The time/date recorder located in the Purchasing Division Office will be used to record the official time of receipt.

**SPECIAL NOTE:** All Bidders must register with [www.AZPurchasing.org](http://www.AZPurchasing.org). Please be advised if this solicitation is received by other than downloading the solicitation directly from [www.AZPurchasing.org](http://www.AZPurchasing.org), you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

**VENDORS ARE STRONGLY ENCOURAGED TO  
CAREFULLY READ THE ENTIRE BID.**

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***CITY OF YUMA***  
***PURCHASING DIVISION***

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**BID FORM (Return All Pages)**

**VENDOR CHECKLIST**

***\*IMPORTANT\****

- The appropriate principal of the firm has signed the bid.
- The bid prices offered have been reviewed and include shipping cost.
- The price extensions and totals have been checked. Unit prices will prevail.
- Any required samples or descriptive literature have been included.
- All individual samples or descriptive literature have been identified with Vendor's name and City's bid number.
- If required, the bid surety has been included.
- Bid Package and/or Envelope have been identified with Vendor's name, bid number and bid title.
- Documents, forms, and any information identified as part of the bid submittal have been included.
- All pages marked "Return This Page" have been properly filled in and returned.
- Signed and returned the Arizona Revised Statutes Compliance Form (last page of Bid Form).

## **INSTRUCTIONS TO VENDORS**

IT IS THE RESPONSIBILITY OF ALL VENDORS TO EXAMINE THE ENTIRE BID AND SEEK CLARIFICATION OF ANY ITEM OR REQUIREMENT THAT MAY NOT BE CLEAR AND TO CHECK ALL RESPONSES FOR ACCURACY BEFORE SUBMITTING A BID.

### **1. COMMUNICATIONS WITH THE CITY:**

All Vendor communication (phone, fax, email, mail, courier, overnight deliver, or other service) concerning this Bid must be directed to the Purchasing Division. The Point of Contact is

City of Yuma Purchasing Division  
Attn: Mary E. Roman, Buyer  
(928) 373-5114 - Telephone  
(928) 373-5115 – Fax  
[Mary.Roman@YumaAz.gov](mailto:Mary.Roman@YumaAz.gov)

Unless authorized by the individual above, no other City official or City employee is empowered to speak for the City with respect to the Bid. Any Vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the person identified above, is advised that such material is used at the Vendors own risk. The City will not be bound by any such information, clarification, or interpretation.

At no time prior to award of bid will Vendor have any communication with any City employee, except the person identified above. Contact by a Vendor regarding this Bid with a City employee other than a Purchasing Division representative may be considered grounds for rejection of the bid submitted.

As questions submitted require adequate time for response preparation, Vendors are asked to forward all questions to the person listed above, at least 72 hours prior to the date and time set forth for the opening of bids. The City will not guarantee questions received within 72 hours or less of bid opening can or will be addressed.

### **2. PRE-BID CONFERENCE:**

If a pre-bid conference is scheduled, the date and time of this conference will be indicated in this document. Vendor attendance is highly recommended, though not mandatory. The purpose of this conference will be to clarify the contents of this bid in order to prevent any misunderstandings of the City's position. Any doubt as to the requirements of this bid or any apparent omission or discrepancy may be presented in writing or in person to the City at this conference. Oral statements or instructions will not constitute an amendment to this bid. The City will determine the appropriate action necessary, if any, and issue a written addendum to the bid.

### **3. PREPARATION OF BID:**

- A. All bids must be submitted on the forms provided in this bid and must not be altered in any manner. It is permissible to copy these forms as required.
- B. All items must be new and unused, unless otherwise stated in the specifications.
- C. The Price Page of the bid must be submitted with an original signature of an officer of the firm authorized to contract for the work, and if necessary must initial erasures, interlineations or other modifications in the bid.
- D. No bid will be altered, amended or withdrawn after the specified time and date for opening bids.
- E. Envelopes with insufficient postage will not be accepted by the City of Yuma.

### **4. ADDENDA:**

Receipt and acceptance of a Bid addendum is to be acknowledged by signing and returning the document with the bid response.

## INSTRUCTIONS TO VENDORS

### 5. BID SUMMARY:

Vendor will provide all bid information and must answer all conformance questions as requested.

### 6. TAXES:

Unless specifically required in this bid, do not include any sales tax, use tax, or Federal Excise Tax in your bid pricing. Unit price will not include any tax. Taxes may be added to invoices and must be current Arizona State Tax and your local tax as applicable.

### 7. FEDERAL EXCISE TAX:

The City of Yuma is exempt from Federal Excise Tax for petroleum products including Federal Transportation Tax.

### 8. INVOICING:

In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an original invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email to [payables@YumaAz.gov](mailto:payables@YumaAz.gov) as indicated on the Purchase Order. Invoices must show:

- 1) City Purchase Order Number & Contract (Bid) Number
- 2) Complete descriptions of the goods or services furnished
- 3) Quantity
- 4) Unit prices and extensions
- 5) All applicable taxes
- 6) Name of department/division to which shipment was made
- 7) In addition, the invoice should include the vendor's invoice number and contact information.

***Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.)***

### 9. WITHDRAWAL OF BID:

A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes must be submitted in writing and must also be supported by a written determination made by the Purchasing Agent.

### 10. PROTESTS:

Any actual or prospective Vendor who is aggrieved in connection with this bid or award may protest to the City Council. The protest must be submitted in writing to the City Administrator within ten days after such aggrieved person knows or should have known of the facts giving rise, and the City Administrator will place same on the next Council agenda if not resolved prior to that time.

### 11. POLICY ON NON-DISCRIMINATION ON THE BASIS OF DISABILITY:

- A. In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services.
- B. 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:

City of Yuma Human Resources Division  
One City Plaza  
Yuma, Arizona 85364-1436  
(928) 373-5127 or (928) 373-5149 (TTY)

## SPECIAL TERMS AND CONDITIONS

**ANALYSIS AND TEST:** When deemed necessary, samples of materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Vendor holding the contract.

**ANNUAL CONTRACTS:** Vendor will hold firm, fixed pricing for a period of twelve months after notice of award. Vendors may also be requested to make multiple deliveries to one or more locations, at no additional cost to the City.

**AWARD OF BID:** A primary and secondary Vendor may be awarded this bid, if required, to ensure goods or services are available on an "as needed" basis. If the primary Vendor indicates that he cannot deliver by the City's required deadline, the City reserves the right to contact the secondary Vendor.

**BRAND NAMES:** Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type of quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be considered non-responsive.

**CLEAN UP:** The Vendor must at all times keep the area, including storage areas used, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the City. Upon completion of the repair, the Vendor must leave the work and premises in a clean, neat and workmanlike condition.

**CONTRACT EXTENSION:** In the event the City does not opt to renew the contract or the City and Vendor(s) are unable to reconfirm or renegotiate unit rates for another year, the City will have the option of extending this contract at the current rates, but not-to-exceed six months total.

**COOPERATIVE USE OF CONTRACT:** The City of Yuma, Arizona has entered into interactive purchasing agreements with other political subdivisions, cities and towns in order to conserve resources reduce procurement costs and improve the timely acquisition and costs of goods or services. The Vendor(s) to whom this contract is awarded may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by the Vendor(s) under this contract, pursuant to the terms and conditions stated herein.

**EMERGENCY DELIVERIES:** The City may purchase goods or services required under "emergency" situations, after-hours, or on weekends.

**EXPANSION CLAUSE:** This contract may be further expanded to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.

**INSURANCE:** Before the commencement of any services, the Vendor shall name the CITY, and its employees as **Additional Insured** on all required insurance policies, except Workers' Compensation. Any insurance carried by the CITY, and its employees, is excess coverage, and not contributory coverage to that provided by the Vendor. All insurance policies are subject to approval by the CITY.

***Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the CITY prior to the effective date of such cancellation or termination.***

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to:  
City of Yuma, Purchasing Division  
One City Plaza  
Yuma, AZ 85364-1436 or [purchasingweb@yumaaz.gov](mailto:purchasingweb@yumaaz.gov)

### **A. Commercial General Liability**

The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability, and at least the minimum limits of the following:

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$500,000
• Personal and Advertising Injury	\$500,000
• Blanket Contractual Liability – Written and Oral	\$500,000
• Fire Legal Liability	\$50,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional language: "The City of Yuma, its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by the Vendor".

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

## SPECIAL TERMS AND CONDITIONS

### **B. Business Automobile Liability**

The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$500,000

If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3,000,000.00 per accident, limits for bodily injury and property damage will apply.

The policy shall be endorsed to include the following additional insured language: "The City of Yuma its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf the Vendor involving automobiles owned, leased, hired, borrowed, and/or non-owned by the Vendor".

The policy shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf the Vendor.

### **C. Worker's Compensation and Employers' Liability**

- Workers' Compensation: Statutory
- Employers Liability
  - Each Accident \$100,000
  - Disease – Each Employee \$100,000
  - Disease – Policy Limit \$500,000

The Vendor shall require sub-Vendors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Vendor.

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

**D.** The polices of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

***In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.***

**INDEMNIFICATION:** To the fullest extent permitted by law, Vendor must indemnify, defend, and hold harmless the CITY, its agents, employees, officers, volunteers, and officials ("Indemnified Party") for, from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, ("Claims") to the extent that such Claims result from and/or arise out of the Vendor's intentional, reckless, or negligent acts, mistakes, errors, or omissions in performance of this Agreement. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of the Vendor's sub-Vendors employed directly or indirectly by the Vendor.

The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.

**PERMITS:** The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incident in performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided all permits are issued, prior to the commencement of the work. The Vendor, at double the standard fee rate will pay for permits requested and issued after commencement of the work. The City will assume no responsibility for charges associated with these late rates.

**PRICE ADJUSTMENT:** The City's Purchasing and Contracts Manager and the user department will review documented requests for price increases after any contract has been in effect for one year. Any general price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City Purchasing and Contracts Manager will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the date of the contract extension.

### **PRICE REDUCTION:**

If the contracted price is higher than the current Fair Market Value for the commodity, the City of Yuma may request the awarded vendor(s) to reduce the price to the current Fair Market Value.

The current awarded vendor may offer to the City of Yuma a price reduction adjustment at any time during the term of contract. The price reduction adjustment will become effective upon the City's receipt of notice.

## **STANDARD TERMS AND CONDITIONS**

It is the City of Yuma's intent for these specifications to set the minimum standards to be used for the bidding of these products/services. Any references to Make, Model and Manufacturer are only to indicate minimum specifications for quality and performance. They are not intended to be restrictive in nature or to eliminate use of any other manufacturer's products.

**VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.**

In compliance with bid specifications, Vendor offers and agrees to furnish any and all of the items or services enumerated at the unit price offered set opposite each item, delivered at the designated point(s) within the time specified. The Vendor also acknowledges that the Terms and Conditions of the Bid were carefully read and the appropriate sections were completed.

The award is subject to all legal requirements provided for in the City Charter or applicable City Ordinances, State and Federal Statutes.

All Vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of City of Yuma. Further, all Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Vendor's firm or any of its branches. Should the awarded Vendor permanently or temporarily hire any City of Yuma employee who is, or has been, directly involved with the Vendor prior to or during performance of the resulting contract, the contract will be subject to immediate termination by the City.

**ADDENDA:** Addenda issued during the time of bidding must be attached to and made a part of the contract documents.

**AFFIRMATIVE ACTION:** The Vendor will be an Equal Opportunity Employer and make a good faith effort to encourage minority employment and agrees to meet Federal and State guidelines.

Vendors doing business with the City of Yuma are prohibited from discriminating against any employee, applicant, or client because of race religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and trainers selection.

**ALTERNATE BID:** Bids submitted as alternates, as "equals", or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable to evaluate, must be submitted with the bid. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

**AMERICAN MADE:** Whenever possible, the goods, material, articles or equipment specified will be of United States origin and manufacture.

**APPLICABLE LAWS:** In the performance of this contract, Vendors must abide by and conform to any and all laws of the United States, State of Arizona and City of Yuma including but not limited to Federal and State executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Administration and any other Federal or State laws applicable to this contract.

This contract will be governed by the City, and the Vendor will have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. The laws of the State of Arizona will govern this contract and any suit pertaining to this contract may be brought only in courts in the State of Arizona. Lack of knowledge by the Vendor and any subcontractor will in no way be a cause for relief from responsibility.

**ASSIGNMENT:** This contract is not assignable unless both parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both parties.

**AUTHORITY:** This bid as well as any resultant contract is issued under the authority of the City of Yuma Purchasing and Contracts Manager. No alteration of any resultant contract may be made without the express written approval of the Purchasing and Contracts Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Charter and Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

**AWARD OF BID:** Awards will be made with reasonable promptness to the lowest responsible, responsive Vendor(s) whose offer(s) best conform to the bid and is in the best interest of the City. Other factors to be considered may include, but are not limited to, quality, uniformity of product, delivery time, and the Vendor's past performance on other contracts with the City. Awards may be made to other than the lowest price offer.

The City reserves the right to award any item or group of items of the bid, unless the Vendor has qualified the bid by specific limitation. A written award of acceptance, in the form of a purchase order as per specifications or written notice of award on City of Yuma stationery, mailed or delivered to the successful Vendor constitutes a binding contract without further action by either party. If contract award is \$100,000.00 or over, it will be at the discretion of the City Council as to whether or not to make award, to whom, or to reject offers.

The City, notwithstanding any other provisions of this bid (including attached documents), expressly reserves the right to:

1. Waive any insignificant defect or informality in any offer or bid procedure.
2. Reject any or all offers or
3. Re-issue the bid.

**BID OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to a bid to remain valid and irrevocable for 90 days after the bid opening time and date.

## **STANDARD TERMS AND CONDITIONS**

**CERTIFICATION:** By signature in the offer section the Vendor certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Vendor will not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 or A.R.S. § 31-1461 Et. Seq.
- C. The Vendor has not given, offered to give, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- D. The Vendor submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the Vendor and has the authority to bind the Vendor to the contract.

**CITY PROCUREMENT DOCUMENT:** The Purchasing Division is issuing this bid. Vendor is not permitted to alter any portion of the bid document, and any attempt to do so will result in Vendor's offer being considered non-responsive. Vendor must not alter any portion of a resultant contract without the written approval of the Purchasing Division and any attempt to do so will be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

**CLARIFICATIONS:** The City reserves the right to obtain clarification from Vendor when necessary to arrive at full and complete understanding of bid response.

**CONFLICT OF WORDING:** Where an item in the bid specification conflicts with the Terms and Conditions, the bid specifications will prevail and control.

**CONTRACT:** Upon acceptance of the Vendor's proposal the Vendor will, if requested by the City, execute and enter into a formal contract that is satisfactory to the Vendor and the City, to secure the contract required to protect the City.

**CONFIDENTIAL INFORMATION:** Proposals submitted to the City will be reviewed and evaluated by only those persons who have a legitimate interest. The City cannot guarantee the confidentiality of any information provided in the proposal and all items submitted as part of the Vendor's proposal will be available for public inspection to the extent required by public records disclosure laws after proposals have been received by the City.

To the extent possible, the City will provide Vendor with 48 hours written notice of any public records disclosure request relating to Vendor's documents to allow Vendor to seek a protective order from the Court. Vendor agrees to indemnify, defend, and hold the City harmless for any damages resulting from the City's failure to disclose information under the terms of this section. The City reserves the right to use any or all ideas presented in any reply to this proposal. Selection or rejection of the proposal does not affect this right.

**CONTRACT ADMINISTRATION:** The Purchasing Division and an authorized representative of the primary user department will jointly administer this contract. All questions regarding this contract after award must be referred to an authorized representative for resolution.

**CONTRACT AMENDMENTS:** Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written change order approved by the City. If Vendor performs any modification without written change order, the City will not be obligated to accept said modifications.

**CONTRACT DEFAULT:** The City, by written notice of default to the Vendor, may terminate in whole or any part of this contract in any one of the following circumstances:

- A. If the Vendor fails to make delivery of the supplies or to perform the services within the time specified: or
- B. If the Vendor fails to perform any of the provisions of this contract and fails to remedy the situation within the specified period of time in the notice.

In the event the City terminates this contract in whole or part, the City may procure goods or services similar to those terminated, and the Vendor may be liable to the City for any excess costs for such similar goods or services.

**CONTRACT LENGTH:** The contract will remain valid for a period of one year from date of issuance of purchase order or Notice of Award, unless otherwise noted.

**CONTRACT TERMINATION:** Either party may terminate the contract upon 30 days written notice by one party to the other. Both parties will perform in accordance with the contract prior to the effective termination date. The City may at any time cancel the contract for cause without penalty or liability on the part of the City.

The City reserves the right to cancel any resultant contract upon 30 days written notice when, in the City's judgment, the workmanship, quality, performance of the goods or services of this contract are rendered unsatisfactorily or do not conform to the contract.

**CURRENT PRODUCT:** All bid offers made in response to this bid will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this bid. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

**DEFECTIVE PRODUCT:** All defective products must be replaced and exchanged by the Vendor. The Vendor will pay for the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses. The City must receive all replacement products within the specific period of time stated in the notice.

## **STANDARD TERMS AND CONDITIONS**

**DELIVERY:** Unless otherwise stated, the goods or services, specified or called for in or under this bid, must be delivered or completely performed by the successful Vendor within the period set out herein as the guaranteed period of delivery or completion after receipt of order. The Vendor agrees to make deliveries, only upon receipt of a duly signed and approved purchase order issued by the City of Yuma Purchasing and Contracts Manager or designated representative. Delivery made without such purchase order will be at Vendor's risk.

**DISCOUNTS:** Prompt payment discounts will be considered in making the award provided the discount period is sufficient to allow the City to make payments in the regular course of business. If a discount is offered, time is computed from the date of receipt of goods or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed made on the date the check is issued.

**EVALUATION:** In an Invitation for Bid, award(s) will be made to the lowest responsible and responsive Vendor whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City will be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but not be limited to:

1. Conformity with bid specifications, performance requirements, terms and conditions, Vendor instructions and any other contractual clauses and or requirements.
2. Operational compatibility with existing City resources, as applicable;
3. Availability of competent service and prompt delivery of goods or services;
4. Having legally required licenses, certifications and/or qualifications to perform the contract;
5. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, Vendor's financial capability to perform the contract, and any other factors that would be advantageous to the City;
6. Record of past performance and integrity on City and/or other public agency contracts; and
7. Production capability of equipment as determined by product samples, customer references, and/or City inspection

**FORCE MAJEURE:** The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation, facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**FREIGHT:** Prices will be Free On Board (FOB) Destination to the delivery location designated herein. Vendor will retain title and control of all goods until they are delivered and the contract has been completed. The City will notify the Vendor promptly of any damaged goods and will assist the Vendor in arranging for inspection. All risk of transportation and all related charges will be the responsibility of the Vendor. The Vendor must file all claims for visible or concealed damage.

**FUNDING:** Any contract entered into by the City of Yuma is subject to funding availability. The fiscal year for the City of Yuma is July 1, to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract may be terminated.

**GRATUITIES:** The City may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event, this contract is canceled by the City pursuant to this provision, the City will be entitled to recover or withhold from the Vendor the amount of the gratuity in addition to any rights and remedies.

**INDEMNIFICATION:** The Vendor must indemnify and defend the City, its agents and employees against all claims, damages, losses, and expenses resulting from the Vendor's intentional or negligent acts, mistakes or omissions in performance of the Contract. This includes any intentional or negligent acts, mistakes, or omissions of the Vendor's subcontractors. The amount and types of insurance coverage required does not limit the scope of indemnity.

**INSPECTION:** All goods or services are subject to final inspection and acceptance by the City. Goods or services failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to the Vendor or reworked by the Vendor. If returned, the cost of transportation, unpacking, inspecting, repacking, reshipping or any other expenses are the responsibility of the Vendor.

**INTERNET ORDERING CAPABILITY:** The City may utilize the Internet to place orders under this contract.

**LATE BIDS:** Bids received after the time for opening bids or received at any place other than the place specified will not be considered. If a bid is received late the bid will not be considered and may be returned to the Vendor.

**LICENSES:** Vendor will maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract. The Vendor and all of his employees or agents will secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of goods or services requested.

**LIENS:** All goods or service must be free of all liens, and if the City requests, a formal release of all liens will be delivered to the City.

**LOCAL PREFERENCE:** Per the City of Yuma Ordinance No. 2010-04, the City Council has directed City Staff to grant up to a five-percent (5%) monetary preference to local dealers (local dealers means any dealer, person or firm within the city limits of the City of Yuma who has a valid City of Yuma business license) provided such preference is in the best interest of the City and further providing that such preference is stated in the bid offer. Such preference will not be granted where federal or state purchasing policies preclude such preference.

## **STANDARD TERMS AND CONDITIONS**

**NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Bid will be awarded with the understanding and agreement that it is for the sole convenience of the City of Yuma. The City reserves the rights to obtain like goods or services from another source when necessary. Only the City of Yuma Purchasing and Contracts Manager may approve off-contract purchase authorization. Approval will be at the discretion of the City of Yuma Purchasing and Contracts Manager and will be conclusive. However, approval will be granted only after a proper review and when deemed to be appropriate. Off-contract procurement will be consistent with the City Policies and Procedures.

**NOTICE:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), may be in writing and may be sent registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- A. If intended for the City, to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436
- B. If intended for the Vendor, to: The Vendor at the Vendor's address and the attention of the person named as provided in the offer of this contract.

**OBJECTIONS:** Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Division 72 hours prior to bid opening.

**ORDERING INSTRUCTIONS:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a purchase order or document signed by an authorized agent. The purchase order will specify the items ordered, delivery instructions and any other pertinent information required. All City and Vendor documents must reference the resultant contract number.

**PACKING AND SHIPPING:** Vendor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Commerce Commission regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

**PATENTS:** The successful Vendor must agree to defend, at his own risk, all suits alleging infringement on any United States Patents by reason of the use and/or resale of items purchased under this bid.

**PAYMENTS:** Invoices will normally be paid within 30 days after receipt of services or invoice; whichever is later. The City reserves the right to review all payments made to the Vendor by auditing at a later date. Subject to such audit, the Vendor must immediately reimburse any overpayments.

**PERMITS:** The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incidental to performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided that all the permits are issued prior to the commencement of the work. Permits requested and issued after commencement of the work, will be paid for by the Vendor, and at double the standard fee rate, for which the City will assume no responsibility.

**PERIOD OF TIME:** Periods of time, stated as number of days, will be calendar days.

**PREMATURE BID OPENING:** No responsibility will be attached to a City employee for premature opening of a bid.

**PREPARATION:** The City will not reimburse the cost of developing, presenting or providing any response to this bid. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications will seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications will receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

**PRICE:** The prices quoted on this bid will be based on the goods and/or services referred to herein, being delivered F.O.B. destination, freight, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods and/or services must accompany each delivery. A representative's signature will not bind the City to accept the goods, material, articles or equipment covered.

**PRODUCT DISCONTINUANCE:** The City of Yuma may award contracts for particular products and/or styles as a result of this bid. In the event that the manufacturer discontinues a product or style, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor must request permission to substitute a new product or style and provide the following:

- A. A formal announcement from the manufacturer that the product or style has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or style.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original bid.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or style.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued style.

**PROTECTION OF CITY PROPERTY:** The Vendor will use reasonable care to avoid damaging City property. If the Vendor causes damages, the Vendor must replace or repair the damage at no expense to the city as directed by the Purchasing and Contracts Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor will be liable for the cost thereof, which may be deducted from the contract price.

## **STANDARD TERMS AND CONDITIONS**

**PROVISIONS BY LAW:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make sure insertion or correction.

**PUBLIC RECORD:** All offers submitted in response to this bid will become the property of the City and will become a matter of public record available for review, in accordance with the City's Charter.

**QUANTITIES:** The quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.

**REJECTIONS:** The City and/or City Council may reject any part of or all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

**RIGHTS AND REMEDIES:** No provisions of this bid or in the Vendor's bid response will be construed, expressly or by implication, as a waiver by the City or any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, will not release the Vendor from any responsibilities or obligations imposed by the contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

**SAMPLES AND/OR DEMONSTRATIONS:** Samples and/or demonstrations may be requested if item is other than specified. When required, such samples and/or demonstrations are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples and/or demonstrations should be requested unless otherwise authorized, the City must receive such samples and/or demonstrations within a specific period of time as stated in the formal request. When required, the City may request samples and/or demonstrations of any item bid prior to the award of any contract.

Bid samples must be an exact and true representative sample of the actual material offered. Each bid sample must be properly tagged or labeled with the name of the Vendor and manufacturer, the bid opening date, and the bid number. Bid samples must be provided at no additional cost to the City. Samples not used for test will be returned to the Vendor, at the Vendor's expense.

Furthermore, the City reserves the right to secure additional samples from the actual material supplied. In the event the samples fail to conform to the contract requirements, the Vendor will immediately replace the portion of the delivered commodity with acceptable materials conforming to the contract requirements at no cost to the City.

**SITE CONDITIONS:** Vendor must make all investigations necessary to thoroughly inform themselves regarding site conditions for delivery of goods or services as required in this bid. Failure of the Vendor to thoroughly investigate site conditions will not be:

- A. Accepted as a basis for failure to fulfill the requirements
- B. A basis for variance of compensation

**SUBSEQUENT EMPLOYMENT:** The City may cancel this contract without penalty or further obligation pursuant to the A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation will be effective when the parties to this contract receive written notice from the Purchasing & Contracts Manager, unless the notice specifies at a later date.

**SUBMITTAL:** It is the Vendor's sole responsibility to ensure the delivery and receipt of bid submittal to the City of Yuma, Purchasing Division, prior to bid opening time. Bids and modifications or withdrawals received after the time set for the bid opening will not be considered. Bids must be submitted on the forms furnished.

**TAX:** Taxes may be added to invoices and must be current Arizona State Tax and the Vendor's local tax. If the Vendor is an out-of-state Vendor, the City of Yuma will remit the Arizona Use tax directly to the State of Arizona.

**TAX/DUTY CHANGES:** The Vendor will be responsible for advising the City of any tax/duty change. If such a change occurs in tax or duty imposed for such goods or services before delivery, the appropriate increase or decrease will be made to compensate for such changes as of the effective date.

**WARRANTIES:** The awarded Vendor must fully warrant all products furnished hereunder against defect in materials and/or workmanship for a period of one year from date of delivery and complete acceptance by the City, unless indicated otherwise in bid specifications. Should any defect in materials or workmanship except ordinary wear and tear appear during the above stated warranty period, the awarded Vendor will repair or replace same at no cost to the City, immediately upon verbal or written notice from the City. A copy of the warranty must be provided at time of delivery. Failure to provide warranty at time of delivery will be considered as an incomplete delivery.

**WITHDRAWAL:** A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, must be submitted in writing and must be supported by a written determination made by the Purchasing Agent.

**WRITTEN AUTHORIZATION:** No verbal arrangement or agreement, relating to the goods, or service specified or called for under this bid will be considered binding, and every notice, advice or other communication must be in writing and signed by a duly authorized person.

**ADDITIONAL REQUIREMENTS**

- 1.1 Prices quoted must remain firm-fixed for the first **TWELVE** months.
- 1.2 Vendor must indicate any minimum order requirements for each item listed in this invitation for bid. Preference may be given to a vendor that DOES NOT require minimum quantities on order. As stated on page 10, quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.
- 1.3 If any products vary from the specification, or if substitution or alternative are offered, such variations must be listed in writing on the conformance sheet and attach detailed item specification. The City reserves the right to waive minor deviations if the equipment is suitable for the intended purpose.
- 1.4 All material must be compatible to work together with current material.
- 1.5 Delivery hours are from 8:00 am – 3:00 pm Arizona Time, Monday through Friday, excluding holidays and weekends, unless other arrangements have been made between the awarded vendor and the City of Yuma.
- 1.6 As stated on page 5, this contract may be further expanded to include any other Slurry Seal Services normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.
- 1.7 As stated on page 9, freight must always be F.O.B. Destination. No freight charges will be allowed for any item purchased under this agreement including special orders and emergency shipments.
- 1.8 Termination of Contract - The City of Yuma reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty calendar days written notice. In such case, the Contractor shall be paid for services rendered through the date of the termination notice, and the results of all such work (includes all documents and files) through that date shall become the property of the City of Yuma.
- 1.9 **Bid Bond** - All proposals must be accompanied by a certified check, cashier's check, or surety bond (**Attachment C**) payable to the City of Yuma - for at least ten percent of the total bid price as a guarantee that the Contractor will enter into a contract to perform the contract in accordance with the Formal Bid, within 10 days after the Notice of Award letter. A company authorized to transact surety business in the state of Arizona must issue the surety bond.

If the successful Contractor fails or refuses to execute the required Contract, Performance Bond, and Payment Bond within the time specified in the paragraph entitled "Award of Contract," the City will retain the bid guarantee proceeds as liquidated damages for delay in execution of the contract and as compensation for subsequent acceptance of a higher or less desirable proposal.

Bid guarantees will be returned to the unsuccessful Contractors immediately after the execution of a contract with the successful Contractor, and to the successful Contractor immediately after the contract is properly signed.

- 1.10 **Performance Bond and Payment Bond** - When the contract is signed, the successful Contractor will furnish surety bonds payable to the City of Yuma, from a surety company authorized to do business in the State of Arizona and represented by an agent doing business in the State of Arizona, as follows:
- a. A performance bond (**Attachment D**) in an amount equal to one hundred percent of the contract value as surety for the faithful performance of the contract by the Contractor.
  - b. A payment bond (**Attachment E**) in an amount equal to one hundred percent of the contract value for the payment of just claims for materials, labor, and subcontractors employed by the contractor, as a guarantee of labor and materials used or incorporated in the work, and for the fulfillment of other requirements as may be required by law

FORMAL BID #2016-20000024  
SLURRY SEAL SERVICES

**SPECIFICATIONS**

The slurry seal shall be a mixture of asphalt emulsion, mineral aggregate, mineral fillers and water properly proportioned, mixed and spread on the pavement surface in accordance with the International Slurry Surfacing Association (ISSA) recommended performance guidelines for emulsified asphalt slurry seal, A105 (revised) February 2010. Substitute the Buyer's Authorized Representative (B.A.R.) with the Street Superintendent when referring to the guidelines listed above. Please note that the following items shall be in accordance with Attachment A & B.

1. Emulsified asphalt to be CQS-1h. (Attachment A)
  2. Aggregate grading to be Type II, as listed in Attachment A and B.
- A. It will be the Contractor's responsibility prior to slurry sealing, to tab all street pavement markings with reflective polyurethane plastic markers on centerlines and lane striping. The pavement marking tabs are to be maintained by the contractor until final acceptance by the City. Prior to slurry sealing the Contractor must cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry.
- B. The Contractor must provide all traffic control and traffic control devices for the project. The Contractor will use the latest version of Manual of Uniform Traffic Control Devices for all traffic control set up. All traffic control devices must be properly maintained for cleanliness, visibility, corrects positioning, and should have adequate retro reflectivity. All traffic control devices that are damaged, deteriorated, or have lost significant legibility, must be promptly replaced. Trained and knowledgeable traffic control personnel will be utilized to insure a proper set-up of material and maintenance of traffic control devices and to assist in the safe movement of vehicles through the traffic control zone. Any damage to the uncured slurry seal will be the responsibility of the Contractor.
- C. The Contractor must provide a written notice to all residents, apartment managers, and businesses along the streets to be slurry sealed, 24 to 48 hours in advanced. The notices must indicate; what is to happen, when it will happen, parking availability, and access measures and indicate the CITY will pick up trash collection earlier than normal.
1. It will be the Contractor's responsibility to provide adequate sanitary facilities in the location of the project for use by the Contractor's employees.
  2. The traffic must be protected by signing and barricading as described in the 2009 edition of the Manual of Uniform Traffic Control Devices and may be supplemented by the City Traffic Engineer if conditions warrant.
  3. It will be the Contractor's responsibility to keep the City Police Department, Fire Department, School Transportation Department and U.S. Post Office informed of all restrictions to traffic flow due to the slurry seal operations.
  4. A preconstruction conference will be required in order to review the awarded Contractor's work and traffic control plan. A tentative construction schedule will be worked out prior to and finalized at the preconstruction conference meeting. The Contractor will not start the project until the schedule is approved by City Staff. It is

FORMAL BID #2016-20000024  
SLURRY SEAL SERVICES

at that time the Contractor will designate an employee other than the project superintendent, who is qualified and experienced in construction traffic control. This employee must be available to monitor and maintain safe barricading throughout the project. A traffic control plan must be submitted upon request from the City Traffic Engineer.

5. At reasonable intervals during the progress of the work, clean up and disposal of waste materials and debris on the project site will be required. Waste materials and debris must be disposed of at a legally established facility, or as directed by the Street Superintendent. The Contractor will be responsible for, and pay all costs for periodic and final cleanup of the site during construction.
6. It will be the Contractor's responsibility to keep all crosswalks, stop bars, directional arrows, manhole covers and rings; water valve covers rings and survey markers free from coverage by the slurry seal coating process. This work will be incidental and all-inclusive in the price per square yard.
7. The Contractor's on site superintendent will have a cellular telephone that is operational in the Yuma area. The Contractor must submit the available cellular telephone number or an alternative form of communication determined suitable by the Street Superintendent at the preconstruction conference. The form of communication will be considered incidental and be at no cost to the City.
8. Prior to the preconstruction meeting, the Contractor will be responsible for locating areas for storage of equipment and materials. The Contractor will be responsible for all spills, dust control measures, left over materials, and site clean-up of all areas selected for storage. In case of a spill, the Contractor shall follow the leak and spill containment recommendation on the specific products Material Safety Data Sheet. The City may assist the Contractor in locating storage areas when deemed necessary by the Street Superintendent.

D. Responsibilities of the City of Yuma

1. The City will be responsible for sweeping all streets prior to slurry seal application.
2. The City will provide a complete street listing identifying to and from cross streets.
3. The City will confirm daily totals of materials used and amount of square yards applied with the contractor.
4. The City will review and have final approval of the street schedule.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. D.

**Meeting Date:** 02/24/2021

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

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

**Action Requested:** Motion  
Ordinance

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### ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 413. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 110 to include marijuana businesses in the general fee for business licenses; setting the effective date of November 30, 2020; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

- A. Action on Reading of Ordinance No. 413 by title only  
(City Clerk to read ordinance by title only)
- B. Action on Ordinance No. 413

### SUMMARY:

On November 3, 2020, the voters passed Proposition 207, now Arizona Revised Statutes Title 36, Chapter 28.2 titled "Responsible Adult Use of Marijuana." The new Arizona law legalizes non-medical marijuana and it became law by the Governor's proclamation on November 30, 2020.

The law includes A.R.S. § 36-2864(B) which states in part that cities

" . . . may not levy or collect additional taxes of any kind on the sale of marijuana or marijuana products and may not levy or collect any fees or assessments of any kind on the sale of marijuana or marijuana products or on the licensing, operations or activities of marijuana establishments or marijuana testing facilities, unless the fee or assessment is of general applicability to individuals or businesses that are not engaged in the sale of marijuana or marijuana products."

The new Arizona law has prohibited counties, cities and towns from imposing sales taxes on marijuana. The law has required that medical marijuana and non-medical marijuana businesses be treated the same.

This Ordinance will include non-medical marijuana establishments and medical marijuana dispensaries and off-site cultivation locations under the new laws to be required along with other commercial establishments to pay the generally applicable annual business license fee. The higher business license fee passed by the City Council in 2015 for medical marijuana dispensaries and cultivations sites is subject to legal challenge under the new laws.

The Ordinance is effective retroactively to November 30, 2020, when Proposition 207 became law.

### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 413 BY TITLE ONLY**

(City Clerk to read Ordinance No. 413 by title only)

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 413.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** Possible Income  
**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):**  
If a marijuana business is established in San Luis, the city will receive \$100 per year for a business license fee.

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**Attachments**

Ordinance No. 413  
Gov Proclamation Prop 207 Law 2020-11-30  
Prop 207

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# *Ordinance*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**No. 413**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE, CHAPTER ON 110 TO INCLUDE MARIJUANA BUSINESSES IN THE GENERAL FEE FOR BUSINESS LICENSES; SETTING AN EFFECTIVE DATE; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, on November 3, 2020, the voters of Arizona passed Proposition 207, allowing for non-medical marijuana businesses.

**WHEREAS**, A.R.S. § 36-2864 allows cities to charge a fee on marijuana businesses if the fee is of general applicability to individuals or businesses that are not engaged in the sale of marijuana or marijuana products; and

**WHEREAS**, A.R.S. § 36-2857(C)(1) prohibits cities from enacting anything more restrictive to marijuana establishments (which sell and support non-medical marijuana sales) than a comparable ordinance, regulation or rule that applies to medical marijuana dispensaries and their cultivation sites.

**WHEREAS**, the purpose of this ordinance is to clarify that the business, occupational or professional licenses ("BOP licenses") and the fee of general applicability required for businesses under San Luis City Code § 110.02 extends to "marijuana establishments" as defined under Proposition 207 (as codified in A.R.S. § 36-2850(18)); and

**WHEREAS**, A.R.S. §§ 36-2801(12) and 36-2806(A) require medical marijuana dispensaries and their cultivation sites to operate on a not-for-profit basis, but they need not be recognized as tax-exempt by the internal revenue service; and

**WHEREAS**, the San Luis City Code requires federal tax-exempt status to exempt a nonprofit from paying the BOP license fee; and

**WHEREAS**, this ordinance clarifies that medical marijuana dispensaries and their cultivation sites are not exempt from the BOP fee of general applicability;

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

**Section 1.** San Luis City Code Chapter 110 is amended to add a new Section, § 110.02.05 to read:

**§ 110.02.05 MARIJUANA BUSINESSES**

- (A) Medical marijuana dispensaries and medical marijuana dispensary offsite cultivation locations shall be charged the BOP license fee at the rate set for businesses generally and by resolution as authorized by City Code § 110.04 and Arizona law.
- (B) Marijuana establishments shall be charged the BOP license fee at the rate set for businesses generally and by resolution as authorized by City Code § 110.04, City Code § 133.08 and Arizona law.

**Section 2.** § 110.03(B) is amended to read:

- (1) Any nonprofit entity which has tax-exempt status under the Internal Revenue Code § 501(c)(3), as certified by the Internal Revenue Service, and which is not exempt from obtaining a BOP license under § 110.02 (B), is required to obtain a BOP license. Upon the nonprofit entity submitting a copy of its tax-exempt certification with its BOP license application, the nonprofit entity shall not be charged a license fee.
- (2) A nonprofit medical marijuana dispensary or a medical marijuana dispensary offsite cultivation location shall be charged a BOP license fee.

**Section 3.** §110.11 DEFINITIONS is amended to add:

***MARIJUANA ESTABLISHMENT.*** Has the same meaning as defined by A.R.S.

§ 36-2850(18), an entity licensed by the department to operate all of the following:

- (1) A single retail location at which the licensee may sell marijuana and marijuana products to consumers, cultivate marijuana and manufacture marijuana products.
- (2) A single off-site cultivation location at which the licensee may cultivate marijuana, process marijuana and manufacture marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.
- (3) A single off-site location at which the licensee may manufacture marijuana products and package and store marijuana and marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.

**Section 4.** This ordinance is effective retroactively as of November 30, 2020 with the Governor's Proclamation making Proposition 207 law.

**Section 5.** In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

**Section 6.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**PASSED, ADOPTED and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this \_\_\_\_ day of February 2021.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

GOVERNOR DOUGLAS A. DUCEY

# STATE OF ARIZONA

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# PROCLAMATION

## GENERAL ELECTION 2020 PROPOSITION 207

**WHEREAS**, the returns for the General Election held on the first Tuesday after the first Monday in November 2020, have been canvassed and certified on the 30th day of November 2020, in accordance with Article IV, Part 1, Section 1, of the Constitution of the State of Arizona, Sections 16-648 and 19-126 of the Arizona Revised Statutes; and

**WHEREAS**, Proposition 207 is an amendment to the Arizona Revised Statutes referred by the Initiative to a vote of the qualified electors; and

**WHEREAS**, the whole number of votes cast for and against Proposition 207 was as follows:

**PROPOSITION 207:** Amending Section 36-2817, Arizona Revised Statutes; amending Title 36, Arizona Revised Statutes, by adding Chapter 28.2; amending Title 42, Chapter 5, Arizona Revised Statutes, by adding Article 10; amending Title 43, Chapter 1, Article 1, Arizona Revised Statutes, by adding Section 43-108; relating to the responsible adult use, regulation and taxation of marijuana.

YES	1,956,440
NO	1,302,458

**NOW, THEREFORE**, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim the amendment proposed to the voters in the form of Proposition 207, which was approved by a majority of those voting thereon at said General Election of the State of Arizona, to be law.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

**Douglas A. Ducey**  
GOVERNOR

DONE at the Capitol in Phoenix at \_\_\_:\_\_\_ p.m. on this 30th day of November In the Year Two Thousand Twenty.

ATTEST:

Secretary of State

GOVERNOR DOUGLAS A. DUCEY

# STATE OF ARIZONA

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# PROCLAMATION

## GENERAL ELECTION 2020 PROPOSITION 208

**WHEREAS**, the returns for the General Election held on the first Tuesday after the first Monday in November 2020, have been canvassed and certified on the 30th day of November 2020, in accordance with Article IV, Part 1, Section 1 of the Constitution of the State of Arizona, Sections 16-648 and 19-126 of the Arizona Revised Statutes; and

**WHEREAS**, Proposition 208 is an amendment to the Arizona Revised Statutes referred by the Initiative to a vote of the qualified electors; and

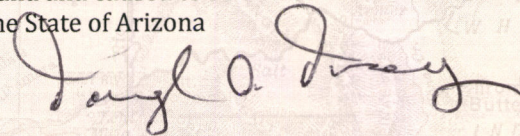
**WHEREAS**, the whole number of votes cast for and against Proposition 208 was as follows:

**PROPOSITION 208:** Amending Title 15, Arizona Revised Statutes, by adding Chapter 10.1; amending Section 15-1655, Arizona Revised Statutes; amending Title 43, Chapter 10, Article 2, Arizona Revised Statutes, by adding Section 43-1013; relating to education funding.

YES	1,675,810
NO	1,562,639

**NOW, THEREFORE**, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim the amendment proposed to the voters in the form of Proposition 208, which was approved by a majority of those voting thereon at said General Election of the State of Arizona, to be law.

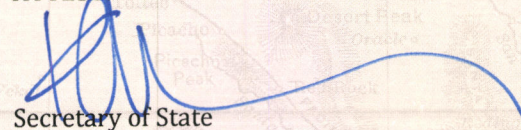
**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona



**Douglas A. Ducey**  
GOVERNOR

DONE at the Capitol in Phoenix at \_\_\_:\_\_\_ p.m. on this 30th day of November In the Year Two Thousand Twenty.

ATTEST:



Secretary of State



**OFFICIAL TITLE**  
AN INITIATIVE MEASURE

AMENDING SECTION 36-2817, ARIZONA REVISED STATUTES; AMENDING TITLE 36, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 28.2; AMENDING TITLE 42, CHAPTER 5, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 10; AMENDING TITLE 43, CHAPTER 1, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 43-108; RELATING TO THE RESPONSIBLE ADULT USE, REGULATION AND TAXATION OF MARIJUANA.

TEXT OF PROPOSED AMENDMENT

Be it enacted by the People of the State of Arizona:

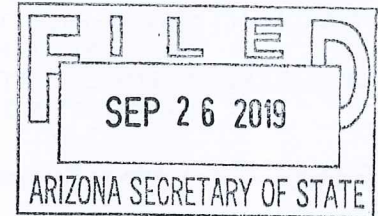
**Section 1.** Short title

This act may be cited as the "Smart and Safe Arizona Act".

**Section 2.** Findings and declaration of purpose

The People of the State of Arizona find and declare as follows:

1. In the interest of the efficient use of law enforcement resources, enhancing revenue for public purposes, and individual freedom, the responsible adult use of marijuana should be legal for persons twenty-one years of age or older, subject to state regulation, taxation, and local ordinance.
2. In the interest of the health and public safety of our citizenry, the legal adult use of marijuana should be regulated so that:
  - (a) Legitimate, taxpaying business people, and not criminal actors, conduct sales of marijuana.
  - (b) Marijuana sold in this state is tested, labeled and subject to additional regulations to ensure that consumers are informed and protected.
  - (c) Employers retain their rights to maintain drug-and-alcohol-free places of employment.
  - (d) The health and safety of employees in the marijuana industry are protected.
  - (e) Individuals must show proof of age before purchasing marijuana.
  - (f) Selling, transferring, or providing marijuana to minors and other individuals under the age of twenty-one remains illegal.
  - (g) Driving, flying or boating while impaired to the slightest degree by marijuana remains illegal.



**Section 3.** Section 36-2817, Arizona Revised Statutes, is amended to read:

**36-2817. Medical marijuana fund; private donations**

- A. The medical marijuana fund is established consisting of fees collected, civil penalties imposed and private donations received under this chapter. The department shall administer the fund. Monies in the fund are continuously appropriated.
- B. The director of the department may accept and spend private grants, gifts, donations, contributions and devises to assist in carrying out the provisions of this chapter.
- C. Monies in the medical marijuana fund do not revert to the state general fund at the end of a fiscal year.
- D. ON THE EFFECTIVE DATE OF THIS AMENDMENT TO THIS SECTION, THE DIRECTOR OF THE DEPARTMENT SHALL TRANSFER THE FOLLOWING SUMS FROM THE MEDICAL MARIJUANA FUND FOR THE FOLLOWING PURPOSES:
  1. \$15,000,000 TO THE ARIZONA TEACHERS ACADEMY FUND ESTABLISHED BY SECTION 15-1655.
  2. \$10,000,000 TO THE DEPARTMENT TO FUND THE FORMATION AND OPERATION OF COUNCILS, COMMISSIONS AND PROGRAMS DEDICATED TO IMPROVING PUBLIC HEALTH, INCLUDING TEEN SUICIDE PREVENTION, THE MATERNAL MORTALITY REVIEW PROGRAM, IMPROVING YOUTH HEALTH, SUBSTANCE ABUSE PREVENTION, ADDRESSING ADVERSE CHILDHOOD EXPERIENCES, THE ARIZONA POISON CONTROL SYSTEM ESTABLISHED PURSUANT TO SECTION 36-1161, THE ARIZONA HEALTH IMPROVEMENT PLAN, THE CHILD FATALITY REVIEW TEAM ESTABLISHED PURSUANT TO SECTION 36-3501 AND THE CHRONIC PAIN SELF MANAGEMENT PROGRAM.
  3. \$10,000,000 TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY TO DISTRIBUTE GRANTS FOR THE FOLLOWING PURPOSES:
    - (a) REDUCING IMPAIRED DRIVING, INCLUDING CONDUCTING TRAINING PROGRAMS AND PURCHASING EQUIPMENT FOR DETECTING, TESTING AND ENFORCING LAWS AGAINST DRIVING, FLYING OR BOATING WHILE IMPAIRED.
    - (b) EQUIPMENT, TRAINING AND PERSONNEL COSTS FOR DEDICATED TRAFFIC ENFORCEMENT.
  4. \$2,000,000 TO THE DEPARTMENT TO IMPLEMENT, CARRY OUT AND ENFORCE CHAPTER 28.2 OF THIS TITLE.

5. \$4,000,000 TO THE DEPARTMENT TO DISTRIBUTE GRANTS TO QUALIFIED NONPROFIT ENTITIES THAT WILL PROVIDE OUTREACH TO INDIVIDUALS WHO MAY BE ELIGIBLE TO FILE PETITIONS FOR EXPUNGEMENT PURSUANT TO SECTION 36-2862 AND WILL ASSIST WITH THE EXPUNGEMENT PETITION PROCESS. THE DEPARTMENT SHALL DISTRIBUTE GRANTS PURSUANT TO THIS PARAGRAPH ON OR BEFORE JUNE 30, 2021.

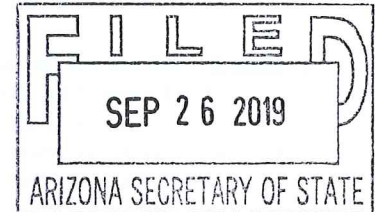
6. \$2,000,000 TO THE DEPARTMENT TO DEVELOP AND IMPLEMENT, IN CONJUNCTION WITH THE DEPARTMENT OF ECONOMIC SECURITY AND OTHER STATE AGENCIES, A SOCIAL EQUITY OWNERSHIP PROGRAM TO PROMOTE THE OWNERSHIP AND OPERATION OF MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES BY INDIVIDUALS FROM COMMUNITIES DISPROPORTIONATELY IMPACTED BY THE ENFORCEMENT OF PREVIOUS MARIJUANA LAWS. FOR THE PURPOSES OF THIS PARAGRAPH, "MARIJUANA ESTABLISHMENT" AND "MARIJUANA TESTING FACILITY" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2850.

7. \$1,000,000 TO THE DEPARTMENT TO FUND PROGRAMS AND GRANTS TO QUALIFIED NONPROFIT ORGANIZATIONS FOR EDUCATION AND COMMUNITY OUTREACH RELATED TO CHAPTER 28.2 OF THIS TITLE.

8. \$1,000,000 TO THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

**Section 4.** Title 36, Arizona Revised Statutes, is amended by adding chapter 28.2, to read:

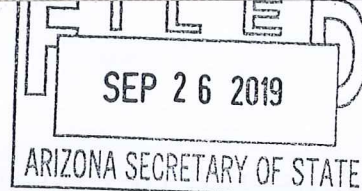
CHAPTER 28.2  
RESPONSIBLE ADULT USE OF MARIJUANA



**36-2850. Definitions**

IN THIS CHAPTER, UNLESS THE CONTEXT REQUIRES OTHERWISE:

1. "ADVERTISE," "ADVERTISEMENT" AND "ADVERTISING" MEAN ANY PUBLIC COMMUNICATION IN ANY MEDIUM THAT OFFERS OR SOLICITS A COMMERCIAL TRANSACTION INVOLVING THE SALE, PURCHASE OR DELIVERY OF MARIJUANA OR MARIJUANA PRODUCTS.
2. "CHILD-RESISTANT" MEANS DESIGNED OR CONSTRUCTED TO BE SIGNIFICANTLY DIFFICULT FOR CHILDREN UNDER FIVE YEARS OF AGE TO OPEN, AND NOT DIFFICULT FOR NORMAL ADULTS TO USE PROPERLY.
3. "CONSUME," "CONSUMING" AND "CONSUMPTION" MEAN THE ACT OF INGESTING, INHALING OR OTHERWISE INTRODUCING MARIJUANA INTO THE HUMAN BODY.
4. "CONSUMER" MEANS AN INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE AND WHO PURCHASES MARIJUANA OR MARIJUANA PRODUCTS.
5. "CULTIVATE" AND "CULTIVATION" MEAN TO PROPAGATE, BREED, GROW, PREPARE AND PACKAGE MARIJUANA.
6. "DELIVER" AND "DELIVERY" MEAN THE TRANSPORTATION, TRANSFER OR PROVISION OF MARIJUANA OR MARIJUANA PRODUCTS TO A CONSUMER AT A LOCATION OTHER THAN THE DESIGNATED RETAIL LOCATION OF A MARIJUANA ESTABLISHMENT.
7. "DEPARTMENT" MEANS THE DEPARTMENT OF HEALTH SERVICES OR ITS SUCCESSOR AGENCY.
8. "DESIGNATED CAREGIVER," "EXCLUDED FELONY OFFENSE," "INDEPENDENT THIRD-PARTY LABORATORY," "NONPROFIT MEDICAL MARIJUANA DISPENSARY," "NONPROFIT MEDICAL MARIJUANA DISPENSARY AGENT," AND "QUALIFYING PATIENT" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2801.
9. "DUAL LICENSEE" MEANS AN ENTITY THAT HOLDS BOTH A NONPROFIT MEDICAL MARIJUANA DISPENSARY REGISTRATION AND A MARIJUANA ESTABLISHMENT LICENSE.
10. "EARLY APPLICANT" MEANS EITHER OF THE FOLLOWING:
  - (a) AN ENTITY SEEKING TO OPERATE A MARIJUANA ESTABLISHMENT IN A COUNTY WITH FEWER THAN TWO REGISTERED NONPROFIT MEDICAL MARIJUANA DISPENSARIES.
  - (b) A NONPROFIT MEDICAL MARIJUANA DISPENSARY THAT IS REGISTERED AND IN GOOD STANDING WITH THE DEPARTMENT.
11. "EMPLOYEE," "EMPLOYER," "HEALTH CARE FACILITY," AND "PLACES OF EMPLOYMENT" HAVE THE SAME MEANINGS PRESCRIBED IN THE SMOKE-FREE ARIZONA ACT, SECTION 36-601.01.
12. "GOOD STANDING" MEANS THAT A NONPROFIT MEDICAL MARIJUANA DISPENSARY IS NOT THE SUBJECT OF A PENDING NOTICE OF INTENT TO REVOKE ISSUED BY THE DEPARTMENT.
13. "INDUSTRIAL HEMP" HAS THE SAME MEANING PRESCRIBED IN SECTION 3-311.
14. "LOCALITY" MEANS A CITY, TOWN OR COUNTY.
15. "MANUFACTURE" AND "MANUFACTURING" MEAN TO COMPOUND, BLEND, EXTRACT, INFUSE OR OTHERWISE MAKE OR PREPARE A MARIJUANA PRODUCT.
16. "MARIJUANA":
  - (a) MEANS ALL PARTS OF THE PLANT OF THE GENUS CANNABIS, WHETHER GROWING OR NOT, AS WELL AS THE SEEDS FROM THE PLANT, THE RESIN EXTRACTED FROM ANY PART OF THE PLANT, AND EVERY COMPOUND, MANUFACTURE, SALT, DERIVATIVE, MIXTURE OR PREPARATION OF THE PLANT OR ITS SEEDS OR RESIN.



(b) INCLUDES CANNABIS AS DEFINED IN SECTION 13-3401.

(c) DOES NOT INCLUDE INDUSTRIAL HEMP, THE FIBER PRODUCED FROM THE STALKS OF THE PLANT OF THE GENUS CANNABIS, OIL OR CAKE MADE FROM THE SEEDS OF THE PLANT, STERILIZED SEEDS OF THE PLANT THAT ARE INCAPABLE OF GERMINATION, OR THE WEIGHT OF ANY OTHER INGREDIENT COMBINED WITH MARIJUANA TO PREPARE TOPICAL OR ORAL ADMINISTRATIONS, FOOD, DRINK OR OTHER PRODUCTS.

17. "MARIJUANA CONCENTRATE":

(a) MEANS RESIN EXTRACTED FROM ANY PART OF A PLANT OF THE GENUS CANNABIS AND EVERY COMPOUND, MANUFACTURE, SALT, DERIVATIVE, MIXTURE OR PREPARATION OF THAT RESIN OR TETRAHYDROCANNABINOL.

(b) DOES NOT INCLUDE INDUSTRIAL HEMP OR THE WEIGHT OF ANY OTHER INGREDIENT COMBINED WITH CANNABIS TO PREPARE TOPICAL OR ORAL ADMINISTRATIONS, FOOD, DRINK OR OTHER PRODUCTS.

18. "MARIJUANA ESTABLISHMENT" MEANS AN ENTITY LICENSED BY THE DEPARTMENT TO OPERATE ALL OF THE FOLLOWING:

(a) A SINGLE RETAIL LOCATION AT WHICH THE LICENSEE MAY SELL MARIJUANA AND MARIJUANA PRODUCTS TO CONSUMERS, CULTIVATE MARIJUANA AND MANUFACTURE MARIJUANA PRODUCTS.

(b) A SINGLE OFF-SITE CULTIVATION LOCATION AT WHICH THE LICENSEE MAY CULTIVATE MARIJUANA, PROCESS MARIJUANA AND MANUFACTURE MARIJUANA PRODUCTS, BUT FROM WHICH MARIJUANA AND MARIJUANA PRODUCTS MAY NOT BE TRANSFERRED OR SOLD TO CONSUMERS.

(c) A SINGLE OFF-SITE LOCATION AT WHICH THE LICENSEE MAY MANUFACTURE MARIJUANA PRODUCTS AND PACKAGE AND STORE MARIJUANA AND MARIJUANA PRODUCTS, BUT FROM WHICH MARIJUANA AND MARIJUANA PRODUCTS MAY NOT BE TRANSFERRED OR SOLD TO CONSUMERS.

19. "MARIJUANA FACILITY AGENT" MEANS A PRINCIPAL OFFICER, BOARD MEMBER OR EMPLOYEE OF A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY WHO IS AT LEAST TWENTY-ONE YEARS OF AGE AND HAS NOT BEEN CONVICTED OF AN EXCLUDED FELONY OFFENSE.

20. "MARIJUANA PRODUCTS" MEANS MARIJUANA CONCENTRATE AND PRODUCTS THAT ARE COMPOSED OF MARIJUANA AND OTHER INGREDIENTS AND THAT ARE INTENDED FOR USE OR CONSUMPTION, INCLUDING EDIBLE PRODUCTS, OINTMENTS AND TINCTURES.

21. "MARIJUANA TESTING FACILITY" MEANS THE DEPARTMENT OR ANOTHER ENTITY THAT IS LICENSED BY THE DEPARTMENT TO ANALYZE THE POTENCY OF MARIJUANA AND TEST MARIJUANA FOR HARMFUL CONTAMINANTS.

22. "OPEN SPACE" MEANS A PUBLIC PARK, PUBLIC SIDEWALK, PUBLIC WALKWAY OR PUBLIC PEDESTRIAN THOROUGHFARE.

23. "PROCESS" AND "PROCESSING" MEAN TO HARVEST, DRY, CURE, TRIM OR SEPARATE PARTS OF THE MARIJUANA PLANT.

24. "PUBLIC PLACE" HAS THE SAME MEANING PRESCRIBED IN THE SMOKE-FREE ARIZONA ACT, SECTION 36-601.01.

25. "SMOKE" MEANS TO INHALE, EXHALE, BURN, CARRY OR POSSESS ANY LIGHTED MARIJUANA OR LIGHTED MARIJUANA PRODUCTS, WHETHER NATURAL OR SYNTHETIC.

**36-2851. Employers; driving; minors; control of property; smoking in public places and open spaces**  
**THIS CHAPTER:**

1. DOES NOT RESTRICT THE RIGHTS OF EMPLOYERS TO MAINTAIN A DRUG-AND-ALCOHOL-FREE WORKPLACE OR AFFECT THE ABILITY OF EMPLOYERS TO HAVE WORKPLACE POLICIES RESTRICTING THE USE OF MARIJUANA BY EMPLOYEES OR PROSPECTIVE EMPLOYEES.

2. DOES NOT REQUIRE AN EMPLOYER TO ALLOW OR ACCOMMODATE THE USE, CONSUMPTION, POSSESSION, TRANSFER, DISPLAY, TRANSPORTATION, SALE OR CULTIVATION OF MARIJUANA IN A PLACE OF EMPLOYMENT.

3. DOES NOT ALLOW DRIVING, FLYING OR BOATING WHILE IMPAIRED TO EVEN THE SLIGHTEST DEGREE BY MARIJUANA OR PREVENT THIS STATE FROM ENACTING AND IMPOSING PENALTIES FOR DRIVING, FLYING OR BOATING WHILE IMPAIRED TO EVEN THE SLIGHTEST DEGREE BY MARIJUANA.

4. DOES NOT ALLOW AN INDIVIDUAL WHO IS UNDER TWENTY-ONE YEARS OF AGE TO PURCHASE, POSSESS, TRANSPORT OR CONSUME MARIJUANA OR MARIJUANA PRODUCTS.

5. DOES NOT ALLOW THE SALE, TRANSFER OR PROVISION OF MARIJUANA OR MARIJUANA PRODUCTS TO AN INDIVIDUAL WHO IS UNDER TWENTY-ONE YEARS OF AGE.

6. DOES NOT RESTRICT THE RIGHTS OF EMPLOYERS, SCHOOLS, DAY CARE CENTERS, ADULT DAY CARE FACILITIES, HEALTH CARE FACILITIES OR CORRECTIONS FACILITIES TO PROHIBIT OR REGULATE CONDUCT OTHERWISE ALLOWED BY THIS CHAPTER WHEN SUCH CONDUCT OCCURS ON OR IN THEIR PROPERTIES.

7. DOES NOT RESTRICT THE ABILITY OF AN INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY, PRIVATE CORPORATION, PRIVATE ENTITY OR PRIVATE ORGANIZATION OF ANY CHARACTER THAT

OCCUPIES, OWNS OR CONTROLS PROPERTY TO PROHIBIT OR REGULATE CONDUCT OTHERWISE ALLOWED BY THIS CHAPTER ON OR IN SUCH PROPERTY.

8. DOES NOT ALLOW ANY PERSON TO:

(a) SMOKE MARIJUANA IN A PUBLIC PLACE OR OPEN SPACE.

(b) CONSUME MARIJUANA OR MARIJUANA PRODUCTS WHILE DRIVING, OPERATING OR RIDING IN THE PASSENGER SEAT OR COMPARTMENT OF AN OPERATING MOTOR VEHICLE, BOAT, VESSEL, AIRCRAFT OR ANOTHER VEHICLE USED FOR TRANSPORTATION.

9. DOES NOT PROHIBIT THIS STATE OR A POLITICAL SUBDIVISION OF THIS STATE FROM PROHIBITING OR REGULATING CONDUCT OTHERWISE ALLOWED BY THIS CHAPTER WHEN SUCH CONDUCT OCCURS ON OR IN PROPERTY THAT IS OCCUPIED, OWNED, CONTROLLED OR OPERATED BY THIS STATE OR A POLITICAL SUBDIVISION OF THIS STATE.

10. DOES NOT AUTHORIZE A PERSON TO PROCESS OR MANUFACTURE MARIJUANA BY MEANS OF ANY LIQUID OR GAS, OTHER THAN ALCOHOL, THAT HAS A FLASHPOINT BELOW ONE HUNDRED DEGREES FAHRENHEIT, UNLESS PERFORMED BY A MARIJUANA ESTABLISHMENT.

11. DOES NOT REQUIRE A PERSON TO VIOLATE FEDERAL LAW OR TO IMPLEMENT OR FAIL TO IMPLEMENT A RESTRICTION ON THE POSSESSION, CONSUMPTION, DISPLAY, TRANSFER, PROCESSING, MANUFACTURING OR CULTIVATION OF MARIJUANA IF BY SO DOING THE PERSON WILL LOSE A MONETARY OR LICENSING-RELATED BENEFIT UNDER FEDERAL LAW.

12. DOES NOT SUPERSEDE OR ELIMINATE ANY EXISTING RIGHTS OR PRIVILEGES OF ANY PERSON EXCEPT AS SPECIFICALLY SET FORTH IN THIS CHAPTER.

13. DOES NOT LIMIT ANY PRIVILEGE OR RIGHT OF A NONPROFIT MEDICAL MARIJUANA DISPENSARY UNDER CHAPTER 28.1 OF THIS TITLE EXCEPT AS EXPRESSLY SET FORTH IN THIS CHAPTER.

14. DOES NOT LIMIT ANY PRIVILEGE OR RIGHT OF A QUALIFYING PATIENT OR DESIGNATED CAREGIVER UNDER CHAPTER 28.1 OF THIS TITLE.

**36-2852. Allowable possession and personal use of marijuana, marijuana products and marijuana paraphernalia**

A. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED IN SECTIONS 36-2851 AND 36-2853 AND NOTWITHSTANDING ANY OTHER LAW, THE FOLLOWING ACTS BY AN INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE ARE LAWFUL, ARE NOT AN OFFENSE UNDER THE LAWS OF THIS STATE OR ANY LOCALITY, MAY NOT CONSTITUTE THE BASIS FOR DETENTION, SEARCH OR ARREST, AND CANNOT SERVE AS THE SOLE BASIS FOR SEIZURE OR FORFEITURE OF ASSETS, FOR IMPOSING PENALTIES OF ANY KIND UNDER THE LAWS OF THIS STATE OR ANY LOCALITY OR FOR ABROGATING OR LIMITING ANY RIGHT OR PRIVILEGE CONFERRED OR PROTECTED BY THE LAWS OF THIS STATE OR ANY LOCALITY:

1. POSSESSING, CONSUMING, PURCHASING, PROCESSING, MANUFACTURING BY MANUAL OR MECHANICAL MEANS, INCLUDING SIEVING OR ICE WATER SEPARATION BUT EXCLUDING CHEMICAL EXTRACTION OR CHEMICAL SYNTHESIS, OR TRANSPORTING ONE OUNCE OR LESS OF MARIJUANA, EXCEPT THAT NOT MORE THAN FIVE GRAMS OF MARIJUANA MAY BE IN THE FORM OF MARIJUANA CONCENTRATE.

2. POSSESSING, TRANSPORTING, CULTIVATING OR PROCESSING NOT MORE THAN SIX MARIJUANA PLANTS FOR PERSONAL USE AT THE INDIVIDUAL'S PRIMARY RESIDENCE, AND POSSESSING, PROCESSING AND MANUFACTURING BY MANUAL OR MECHANICAL MEANS, INCLUDING SIEVING OR ICE WATER SEPARATION BUT EXCLUDING CHEMICAL EXTRACTION OR CHEMICAL SYNTHESIS, THE MARIJUANA PRODUCED BY THE PLANTS ON THE PREMISES WHERE THE MARIJUANA PLANTS WERE GROWN IF ALL OF THE FOLLOWING APPLY:

(a) NOT MORE THAN TWELVE PLANTS ARE PRODUCED AT A SINGLE RESIDENCE WHERE TWO OR MORE INDIVIDUALS WHO ARE AT LEAST TWENTY-ONE YEARS OF AGE RESIDE AT ONE TIME.

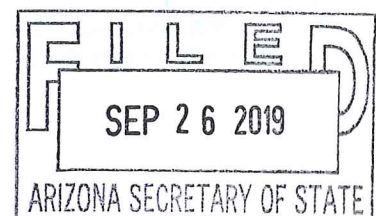
(b) CULTIVATION TAKES PLACE WITHIN A CLOSET, ROOM, GREENHOUSE OR OTHER ENCLOSED AREA ON THE GROUNDS OF THE RESIDENCE EQUIPPED WITH A LOCK OR OTHER SECURITY DEVICE THAT PREVENTS ACCESS BY MINORS.

(c) CULTIVATION TAKES PLACE IN AN AREA WHERE THE MARIJUANA PLANTS ARE NOT VISIBLE FROM PUBLIC VIEW WITHOUT USING BINOCULARS, AIRCRAFT OR OTHER OPTICAL AIDS.

3. TRANSFERRING ONE OUNCE OR LESS OF MARIJUANA, OF WHICH NOT MORE THAN FIVE GRAMS MAY BE IN THE FORM OF MARIJUANA CONCENTRATE, TO AN INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE IF THE TRANSFER IS WITHOUT REMUNERATION AND IS NOT ADVERTISED OR PROMOTED TO THE PUBLIC.

4. TRANSFERRING UP TO SIX MARIJUANA PLANTS TO AN INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE IF THE TRANSFER IS WITHOUT REMUNERATION AND IS NOT ADVERTISED OR PROMOTED TO THE PUBLIC.

5. ACQUIRING, POSSESSING, MANUFACTURING, USING, PURCHASING, SELLING OR TRANSPORTING PARAPHERNALIA RELATING TO THE CULTIVATION, MANUFACTURE, PROCESSING OR CONSUMPTION OF MARIJUANA OR MARIJUANA PRODUCTS.



6. ASSISTING ANOTHER INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE IN ANY OF THE ACTS DESCRIBED IN THIS SUBSECTION.

B. NOTWITHSTANDING ANY OTHER LAW, A PERSON WITH METABOLITES OR COMPONENTS OF MARIJUANA IN THE PERSON'S BODY IS GUILTY OF VIOLATING SECTION 28-1381, SUBSECTION A, PARAGRAPH 3 ONLY IF THE PERSON IS ALSO IMPAIRED TO THE SLIGHTEST DEGREE.

C. NOTWITHSTANDING ANY OTHER LAW, THE ODOR OF MARIJUANA OR BURNT MARIJUANA DOES NOT BY ITSELF CONSTITUTE REASONABLE ARTICULABLE SUSPICION OF A CRIME. THIS SUBSECTION DOES NOT APPLY WHEN A LAW ENFORCEMENT OFFICER IS INVESTIGATING WHETHER A PERSON HAS VIOLATED SECTION 28-1381.

**36-2853. Violations; classification; civil penalty; additional fine; enforcement**

A. NOTWITHSTANDING ANY OTHER LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, A PERSON WHO POSSESSES AN AMOUNT OF MARIJUANA GREATER THAN THE AMOUNT ALLOWED PURSUANT TO SECTION 36-2852, BUT NOT MORE THAN TWO AND ONE-HALF OUNCES OF MARIJUANA, OF WHICH NOT MORE THAN TWELVE AND ONE-HALF GRAMS IS IN THE FORM OF MARIJUANA CONCENTRATE, IS GUILTY OF A PETTY OFFENSE.

B. NOTWITHSTANDING ANY OTHER LAW, A PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE AND WHO POSSESSES, CONSUMES, TRANSPORTS OR TRANSFERS WITHOUT REMUNERATION ONE OUNCE OR LESS OF MARIJUANA, OF WHICH NOT MORE THAN FIVE GRAMS IS IN THE FORM OF MARIJUANA CONCENTRATE, OR PARAPHERNALIA RELATING TO THE CONSUMPTION OF MARIJUANA OR MARIJUANA PRODUCTS:

1. FOR A FIRST VIOLATION, SHALL PAY A CIVIL PENALTY OF NOT MORE THAN \$100 TO THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856 AND IN THE COURT'S DISCRETION MAY BE ORDERED TO ATTEND UP TO FOUR HOURS OF DRUG EDUCATION OR COUNSELING.

2. FOR A SECOND VIOLATION, IS GUILTY OF A PETTY OFFENSE, AND IN THE COURT'S DISCRETION MAY BE ORDERED TO ATTEND UP TO EIGHT HOURS OF DRUG EDUCATION OR COUNSELING.

3. FOR A THIRD OR SUBSEQUENT VIOLATION, IS GUILTY OF A CLASS 1 MISDEMEANOR.

C. A PERSON WHO SMOKES MARIJUANA IN A PUBLIC PLACE OR OPEN SPACE IS GUILTY OF A PETTY OFFENSE.

D. EXCEPT AS OTHERWISE PROVIDED IN CHAPTER 28.1 OF THIS TITLE AND NOTWITHSTANDING ANY OTHER LAW, ANY UNLICENSED PERSON WHO CULTIVATES MARIJUANA PLANTS PURSUANT TO SECTION 36-2852 WHERE THEY ARE VISIBLE FROM PUBLIC VIEW WITHOUT USING BINOCULARS, AIRCRAFT OR OTHER OPTICAL AIDS OR OUTSIDE OF AN ENCLOSED AREA THAT IS EQUIPPED WITH A LOCK OR OTHER SECURITY DEVICE THAT PREVENTS ACCESS BY MINORS IS GUILTY OF:

1. FOR A FIRST VIOLATION, A PETTY OFFENSE.

2. FOR A SECOND OR SUBSEQUENT VIOLATION, A CLASS 3 MISDEMEANOR.

E. A PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE AND WHO MISREPRESENTS THE PERSON'S AGE TO ANY OTHER PERSON BY MEANS OF A WRITTEN INSTRUMENT OF IDENTIFICATION OR WHO USES A FRAUDULENT OR FALSE WRITTEN INSTRUMENT OF IDENTIFICATION WITH THE INTENT TO INDUCE A PERSON TO SELL OR OTHERWISE TRANSFER MARIJUANA OR A MARIJUANA PRODUCT TO THE PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE IS GUILTY OF:

1. FOR A FIRST VIOLATION, A PETTY OFFENSE.

2. FOR A SECOND OR SUBSEQUENT VIOLATION, A CLASS 1 MISDEMEANOR.

F. A PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE AND WHO SOLICITS ANOTHER PERSON TO PURCHASE MARIJUANA OR A MARIJUANA PRODUCT IN VIOLATION OF THIS CHAPTER IS GUILTY OF:

1. FOR A FIRST VIOLATION, A PETTY OFFENSE.

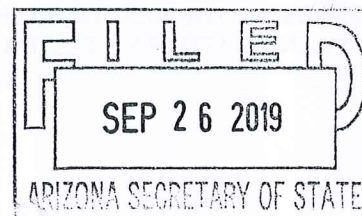
2. FOR A SECOND OR SUBSEQUENT VIOLATION, A CLASS 3 MISDEMEANOR.

**36-2854. Rules; licensing; early applicants; fees; civil penalty; legal counsel**

A. THE DEPARTMENT SHALL ADOPT RULES TO IMPLEMENT AND ENFORCE THIS CHAPTER AND REGULATE MARIJUANA, MARIJUANA PRODUCTS, MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES. THOSE RULES SHALL INCLUDE REQUIREMENTS FOR:

1. LICENSING MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES, INCLUDING CONDUCTING INVESTIGATIONS AND BACKGROUND CHECKS TO DETERMINE ELIGIBILITY FOR LICENSING FOR MARIJUANA ESTABLISHMENT AND MARIJUANA TESTING FACILITY APPLICANTS, EXCEPT THAT:

(a) AN APPLICATION FOR A MARIJUANA ESTABLISHMENT LICENSE OR MARIJUANA TESTING FACILITY LICENSE MAY NOT REQUIRE THE DISCLOSURE OF THE IDENTITY OF ANY PERSON WHO IS ENTITLED TO A SHARE OF LESS THAN TEN PERCENT OF THE PROFITS OF AN APPLICANT THAT IS A PUBLICLY TRADED CORPORATION.



(b) THE DEPARTMENT MAY NOT ISSUE MORE THAN ONE MARIJUANA ESTABLISHMENT LICENSE FOR EVERY TEN PHARMACIES THAT HAVE REGISTERED UNDER SECTION 32-1929, THAT HAVE OBTAINED A PHARMACY PERMIT FROM THE ARIZONA BOARD OF PHARMACY AND THAT OPERATE WITHIN THIS STATE.

(c) NOTWITHSTANDING SUBDIVISION (b) OF THIS PARAGRAPH, THE DEPARTMENT MAY ISSUE A MARIJUANA ESTABLISHMENT LICENSE TO NOT MORE THAN TWO MARIJUANA ESTABLISHMENTS PER COUNTY THAT CONTAINS NO REGISTERED NONPROFIT MEDICAL MARIJUANA DISPENSARIES, OR ONE MARIJUANA ESTABLISHMENT LICENSE PER COUNTY THAT CONTAINS ONE REGISTERED NONPROFIT MEDICAL MARIJUANA DISPENSARY. ANY LICENSE ISSUED PURSUANT TO THIS SUBDIVISION SHALL BE FOR A FIXED COUNTY AND MAY NOT BE RELOCATED OUTSIDE OF THAT COUNTY.

(d) THE DEPARTMENT SHALL ACCEPT APPLICATIONS FOR MARIJUANA ESTABLISHMENT LICENSES FROM EARLY APPLICANTS BEGINNING JANUARY 19, 2021 THROUGH MARCH 9, 2021. NOT LATER THAN SIXTY DAYS AFTER RECEIVING AN APPLICATION PURSUANT TO THIS SUBDIVISION, THE DEPARTMENT SHALL ISSUE A MARIJUANA ESTABLISHMENT LICENSE TO EACH QUALIFIED EARLY APPLICANT. IF THE DEPARTMENT HAS NOT ADOPTED FINAL RULES PURSUANT TO THIS SECTION AT THE TIME MARIJUANA ESTABLISHMENT LICENSES ARE ISSUED PURSUANT TO THIS SUBDIVISION, LICENSEES SHALL COMPLY WITH THE RULES ADOPTED BY THE DEPARTMENT TO IMPLEMENT CHAPTER 28.1 OF THIS TITLE EXCEPT THOSE THAT ARE INCONSISTENT WITH THIS CHAPTER.

(e) AFTER ISSUING MARIJUANA ESTABLISHMENT LICENSES TO QUALIFIED EARLY APPLICANTS, THE DEPARTMENT SHALL ISSUE MARIJUANA ESTABLISHMENT LICENSES AVAILABLE UNDER SUBDIVISIONS (b) AND (c) OF THIS PARAGRAPH BY RANDOM SELECTION AND ACCORDING TO RULES ADOPTED PURSUANT TO THIS SECTION. AT LEAST SIXTY DAYS PRIOR TO ANY RANDOM SELECTION, THE DEPARTMENT SHALL PROMINENTLY PUBLICIZE THE RANDOM SELECTION ON ITS WEBSITE AND THROUGH OTHER MEANS OF GENERAL DISTRIBUTION INTENDED TO REACH AS MANY INTERESTED PARTIES AS POSSIBLE AND SHALL PROVIDE NOTICE THROUGH AN EMAIL NOTIFICATION SYSTEM TO WHICH INTERESTED PARTIES CAN SUBSCRIBE.

(f) NOTWITHSTANDING SUBDIVISIONS (b) AND (c) OF THIS PARAGRAPH, AND NO LATER THAN SIX MONTHS AFTER THE DEPARTMENT ADOPTS FINAL RULES TO IMPLEMENT A SOCIAL EQUITY OWNERSHIP PROGRAM PURSUANT TO PARAGRAPH 9 OF THIS SUBSECTION, THE DEPARTMENT SHALL ISSUE TWENTY-SIX ADDITIONAL MARIJUANA ESTABLISHMENT LICENSES TO ENTITIES THAT ARE QUALIFIED PURSUANT TO THE SOCIAL EQUITY OWNERSHIP PROGRAM.

(g) LICENSES ISSUED BY THE DEPARTMENT TO MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES SHALL BE VALID FOR A PERIOD OF TWO YEARS.

2. LICENSING FEES AND RENEWAL FEES FOR MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES IN AMOUNTS THAT ARE REASONABLE AND RELATED TO THE ACTUAL COST OF PROCESSING APPLICATIONS FOR LICENSES AND RENEWALS AND THAT DO NOT EXCEED FIVE TIMES THE FEES PRESCRIBED BY THE DEPARTMENT TO REGISTER OR RENEW A NONPROFIT MEDICAL MARIJUANA DISPENSARY.

3. THE SECURITY OF MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES.

4. MARIJUANA ESTABLISHMENTS TO SAFELY CULTIVATE, PROCESS AND MANUFACTURE MARIJUANA AND MARIJUANA PRODUCTS.

5. TRACKING, TESTING, LABELING AND PACKAGING MARIJUANA AND MARIJUANA PRODUCTS, INCLUDING REQUIREMENTS THAT MARIJUANA AND MARIJUANA PRODUCTS BE:

(a) SOLD TO CONSUMERS IN CLEARLY AND CONSPICUOUSLY LABELED CONTAINERS THAT CONTAIN ACCURATE WARNINGS REGARDING THE USE OF MARIJUANA OR MARIJUANA PRODUCTS.

(b) PLACED IN CHILD-RESISTANT PACKAGING ON EXIT FROM A MARIJUANA ESTABLISHMENT.

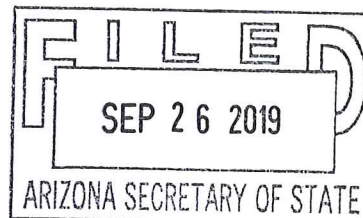
6. FORMS OF GOVERNMENT-ISSUED IDENTIFICATION THAT ARE ACCEPTABLE BY A MARIJUANA ESTABLISHMENT VERIFYING A CONSUMER'S AGE AND PROCEDURES RELATED TO VERIFYING A CONSUMER'S AGE CONSISTENT WITH SECTION 4-241. UNTIL THE DEPARTMENT ADOPTS FINAL RULES RELATED TO VERIFYING A CONSUMER'S AGE, MARIJUANA ESTABLISHMENTS SHALL COMPLY WITH THE PROOF OF LEGAL AGE REQUIREMENTS PRESCRIBED IN SECTION 4-241.

7. THE POTENCY OF EDIBLE MARIJUANA PRODUCTS THAT MAY BE SOLD TO CONSUMERS BY MARIJUANA ESTABLISHMENTS AT REASONABLE LEVELS UPON CONSIDERATION OF INDUSTRY STANDARDS, EXCEPT THAT THE RULES:

(a) SHALL LIMIT THE STRENGTH OF EDIBLE MARIJUANA PRODUCTS TO NO MORE THAN TEN MILLIGRAMS OF TETRAHYDROCANNABINOL PER SERVING OR ONE HUNDRED MILLIGRAMS OF TETRAHYDROCANNABINOL PER PACKAGE.

(b) SHALL REQUIRE THAT IF A MARIJUANA PRODUCT CONTAINS MORE THAN ONE SERVING, IT MUST BE DELINEATED OR SCORED INTO STANDARD SERVING SIZES AND HOMOGENIZED TO ENSURE UNIFORM DISBURSEMENT THROUGHOUT THE MARIJUANA PRODUCT.

8. ENSURING THE HEALTH, SAFETY AND TRAINING OF EMPLOYEES OF MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES.



9. THE CREATION AND IMPLEMENTATION OF A SOCIAL EQUITY OWNERSHIP PROGRAM TO PROMOTE THE OWNERSHIP AND OPERATION OF MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES BY INDIVIDUALS FROM COMMUNITIES DISPROPORTIONATELY IMPACTED BY THE ENFORCEMENT OF PREVIOUS MARIJUANA LAWS.

B. THE DEPARTMENT MAY:

1. SUBJECT TO TITLE 41, CHAPTER 6, ARTICLE 10, DENY ANY APPLICATION SUBMITTED OR DENY, SUSPEND OR REVOKE, IN WHOLE OR IN PART, ANY REGISTRATION OR LICENSE ISSUED UNDER THIS CHAPTER IF THE REGISTERED OR LICENSED PARTY OR AN OFFICER, AGENT OR EMPLOYEE OF THE REGISTERED OR LICENSED PARTY DOES ANY OF THE FOLLOWING:

(a) VIOLATES THIS CHAPTER OR ANY RULE ADOPTED PURSUANT TO THIS CHAPTER.

(b) HAS BEEN, IS OR MAY CONTINUE TO BE IN SUBSTANTIAL VIOLATION OF THE REQUIREMENTS FOR LICENSING OR REGISTRATION AND, AS A RESULT, THE HEALTH OR SAFETY OF THE GENERAL PUBLIC IS IN IMMEDIATE DANGER.

2. SUBJECT TO TITLE 41, CHAPTER 6, ARTICLE 10, AND UNLESS ANOTHER PENALTY IS PROVIDED ELSEWHERE IN THIS CHAPTER, ASSESS A CIVIL PENALTY AGAINST A PERSON THAT VIOLATES THIS CHAPTER OR ANY RULE ADOPTED PURSUANT TO THIS CHAPTER IN AN AMOUNT NOT TO EXCEED \$1,000 FOR EACH VIOLATION. EACH DAY A VIOLATION OCCURS CONSTITUTES A SEPARATE VIOLATION. THE MAXIMUM AMOUNT OF ANY ASSESSMENT IS \$25,000 FOR ANY THIRTY-DAY PERIOD. IN DETERMINING THE AMOUNT OF A CIVIL PENALTY ASSESSED AGAINST A PERSON, THE DEPARTMENT SHALL CONSIDER ALL OF THE FACTORS SET FORTH IN SECTION 36-2816, SUBSECTION H. ALL CIVIL PENALTIES COLLECTED BY THE DEPARTMENT PURSUANT TO THIS PARAGRAPH SHALL BE DEPOSITED IN THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

3. AT ANY TIME DURING REGULAR HOURS OF OPERATION, VISIT AND INSPECT A MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY OR DUAL LICENSEE TO DETERMINE IF IT COMPLIES WITH THIS CHAPTER AND RULES ADOPTED PURSUANT TO THIS CHAPTER. THE DEPARTMENT SHALL MAKE AT LEAST ONE UNANNOUNCED VISIT ANNUALLY TO EACH FACILITY LICENSED PURSUANT TO THIS CHAPTER.

4. ADOPT ANY OTHER RULES NOT EXPRESSLY STATED IN THIS SECTION THAT ARE NECESSARY TO ENSURE THE SAFE AND RESPONSIBLE CULTIVATION, SALE, PROCESSING, MANUFACTURE, TESTING AND TRANSPORT OF MARIJUANA AND MARIJUANA PRODUCTS.

C. UNTIL THE DEPARTMENT ADOPTS RULES PERMITTING AND REGULATING DELIVERY BY MARIJUANA ESTABLISHMENTS PURSUANT TO SUBSECTION D OF THIS SECTION, DELIVERY IS UNLAWFUL UNDER THIS CHAPTER.

D. ON OR AFTER JANUARY 1, 2023, THE DEPARTMENT MAY, AND NO LATER THAN JANUARY 1, 2025 THE DEPARTMENT SHALL, ADOPT RULES TO PERMIT AND REGULATE DELIVERY BY MARIJUANA ESTABLISHMENTS. THE RULES SHALL:

1. REQUIRE THAT DELIVERY AND THE MARIJUANA AND MARIJUANA PRODUCTS TO BE DELIVERED ORIGINATE FROM A DESIGNATED RETAIL LOCATION OF A MARIJUANA ESTABLISHMENT AND ONLY AFTER AN ORDER IS MADE WITH THE MARIJUANA ESTABLISHMENT BY A CONSUMER.

2. PROHIBIT DELIVERY TO ANY PROPERTY OWNED OR LEASED BY THE UNITED STATES, THIS STATE, A POLITICAL SUBDIVISION OF THIS STATE OR THE ARIZONA BOARD OF REGENTS.

3. LIMIT THE AMOUNT OF MARIJUANA AND MARIJUANA PRODUCTS BASED ON RETAIL PRICE THAT MAY BE IN A DELIVERY VEHICLE DURING A SINGLE TRIP FROM THE DESIGNATED RETAIL LOCATION OF A MARIJUANA ESTABLISHMENT.

4. PROHIBIT EXTRA OR UNALLOCATED MARIJUANA OR MARIJUANA PRODUCTS IN DELIVERY VEHICLES.

5. REQUIRE THAT DELIVERIES BE MADE ONLY BY MARIJUANA FACILITY AGENTS IN UNMARKED VEHICLES THAT ARE EQUIPPED WITH A GLOBAL POSITIONING SYSTEM OR SIMILAR LOCATION TRACKING SYSTEM AND VIDEO SURVEILLANCE AND RECORDING EQUIPMENT, AND THAT CONTAIN A LOCKED COMPARTMENT IN WHICH MARIJUANA AND MARIJUANA PRODUCTS MUST BE STORED.

6. REQUIRE DELIVERY LOGS NECESSARY TO ENSURE COMPLIANCE WITH THIS SUBSECTION AND RULES ADOPTED PURSUANT TO THIS SUBSECTION.

7. REQUIRE INSPECTIONS TO ENSURE COMPLIANCE WITH THIS SUBSECTION AND RULES ADOPTED PURSUANT TO THIS SUBSECTION.

8. INCLUDE ANY OTHER PROVISIONS NECESSARY TO ENSURE SAFE AND RESTRICTED DELIVERY.

9. REQUIRE DUAL LICENSEES TO COMPLY WITH THE RULES ADOPTED PURSUANT TO THIS SUBSECTION.

E. EXCEPT AS PROVIDED IN SUBSECTION D OF THIS SECTION, THE DEPARTMENT MAY NOT PERMIT DELIVERY OF MARIJUANA OR MARIJUANA PRODUCTS UNDER THIS CHAPTER BY ANY INDIVIDUAL OR ENTITY. IN ADDITION TO ANY OTHER PENALTY IMPOSED BY LAW, AN INDIVIDUAL OR ENTITY THAT DELIVERS MARIJUANA OR MARIJUANA PRODUCTS IN A MANNER THAT IS NOT AUTHORIZED BY THIS CHAPTER SHALL PAY

A CIVIL PENALTY OF \$20,000 PER VIOLATION TO THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856. THIS SUBSECTION MAY BE ENFORCED BY THE ATTORNEY GENERAL.

F. ALL RULES ADOPTED BY THE DEPARTMENT PURSUANT TO THIS SECTION SHALL BE CONSISTENT WITH THE PURPOSE OF THIS CHAPTER.

G. THE DEPARTMENT MAY NOT ADOPT ANY RULE THAT:

1. PROHIBITS THE OPERATION OF MARIJUANA ESTABLISHMENTS, EITHER EXPRESSLY OR THROUGH REQUIREMENTS THAT MAKE THE OPERATION OF A MARIJUANA ESTABLISHMENT UNDULY BURDENSOME.

2. PROHIBITS OR INTERFERES WITH THE ABILITY OF A DUAL LICENSEE TO OPERATE A MARIJUANA ESTABLISHMENT AND A NONPROFIT MEDICAL MARIJUANA DISPENSARY AT SHARED LOCATIONS.

H. NOTWITHSTANDING SECTION 41-192, THE DEPARTMENT MAY EMPLOY LEGAL COUNSEL AND MAKE AN EXPENDITURE OR INCUR AN INDEBTEDNESS FOR LEGAL SERVICES FOR THE PURPOSES OF:

1. DEFENDING THIS CHAPTER OR RULES ADOPTED PURSUANT TO THIS CHAPTER.

2. DEFENDING CHAPTER 28.1 OF THIS TITLE OR RULES ADOPTED PURSUANT TO CHAPTER 28.1 OF THIS TITLE.

I. THE DEPARTMENT SHALL DEPOSIT ALL LICENSE FEES, APPLICATION FEES AND RENEWAL FEES PAID TO THE DEPARTMENT PURSUANT TO THIS CHAPTER IN THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

J. ON REQUEST, THE DEPARTMENT SHALL SHARE WITH THE DEPARTMENT OF REVENUE INFORMATION REGARDING A MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY OR DUAL LICENSEE, INCLUDING ITS NAME, PHYSICAL ADDRESS, CULTIVATION SITE AND TRANSACTION PRIVILEGE TAX LICENSE NUMBER.

K. NOTWITHSTANDING ANY OTHER LAW, THE DEPARTMENT MAY:

1. LICENSE AN INDEPENDENT THIRD-PARTY LABORATORY TO ALSO OPERATE AS A MARIJUANA TESTING FACILITY.

2. OPERATE A MARIJUANA TESTING FACILITY.

L. THE DEPARTMENT SHALL MAINTAIN AND PUBLISH A CURRENT LIST OF ALL MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES BY NAME AND LICENSE NUMBER.

M. NOTWITHSTANDING ANY OTHER LAW, THE ISSUANCE OF AN OCCUPATIONAL, PROFESSIONAL OR OTHER REGULATORY LICENSE OR CERTIFICATION TO A PERSON BY A JURISDICTION OR REGULATORY AUTHORITY OUTSIDE THIS STATE DOES NOT ENTITLE THAT PERSON TO BE ISSUED A MARIJUANA ESTABLISHMENT LICENSE, A MARIJUANA TESTING FACILITY LICENSE, OR ANY OTHER LICENSE, REGISTRATION OR CERTIFICATION UNDER THIS CHAPTER.

**36-2855. Marijuana facility agents; registration; card; rules**

A. A MARIJUANA FACILITY AGENT SHALL BE REGISTERED WITH THE DEPARTMENT BEFORE WORKING AT A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY.

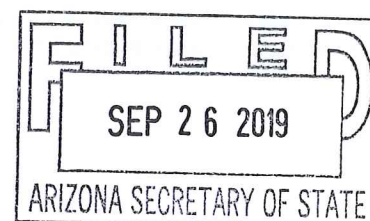
B. A PERSON WHO WISHES TO BE REGISTERED AS A MARIJUANA FACILITY AGENT OR RENEW THE PERSON'S REGISTRATION AS A MARIJUANA FACILITY AGENT SHALL:

1. SUBMIT A COMPLETED APPLICATION ON A FORM PRESCRIBED BY THE DEPARTMENT AND PAY A NONREFUNDABLE FEE THAT IS REASONABLE AND RELATED TO THE ACTUAL COST OF PROCESSING APPLICATIONS SUBMITTED PURSUANT TO THIS SECTION.

2. SUBMIT EVIDENCE THAT THE APPLICANT HOLDS A CURRENT LEVEL I FINGERPRINT CLEARANCE CARD ISSUED PURSUANT TO SECTION 41-1758.07, OR SUBMIT A FULL SET OF THE APPLICANT'S FINGERPRINTS FOR THE PURPOSE OF OBTAINING A STATE AND FEDERAL CRIMINAL RECORDS CHECK PURSUANT TO SECTION 41-1750 AND PUBLIC LAW 92-544. THE DEPARTMENT OF PUBLIC SAFETY MAY EXCHANGE THIS FINGERPRINT DATA WITH THE FEDERAL BUREAU OF INVESTIGATION WITHOUT DISCLOSING THAT THE RECORDS CHECK IS RELATED TO THIS CHAPTER AND ACTS ALLOWED BY THIS CHAPTER. THE DEPARTMENT OF PUBLIC SAFETY SHALL DESTROY EACH SET OF FINGERPRINTS AFTER THE CRIMINAL RECORDS CHECK IS COMPLETED.

C. IF THE DEPARTMENT DETERMINES THAT AN APPLICANT MEETS THE CRITERIA FOR REGISTRATION UNDER THIS CHAPTER AND RULES PURSUANT TO THIS CHAPTER, THE DEPARTMENT SHALL ISSUE THE APPLICANT A MARIJUANA FACILITY AGENT CARD THAT IS VALID FOR TWO YEARS.

D. A REGISTERED MARIJUANA FACILITY AGENT MAY BE EMPLOYED BY OR ASSOCIATED WITH ANY MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY. A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY SHALL PROMPTLY NOTIFY THE DEPARTMENT WHEN IT EMPLOYS OR BECOMES ASSOCIATED WITH A NEW MARIJUANA FACILITY AGENT. A MARIJUANA FACILITY AGENT SHALL PROMPTLY NOTIFY THE DEPARTMENT WHEN THE MARIJUANA FACILITY AGENT IS EMPLOYED BY OR BECOMES ASSOCIATED WITH A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY AND WHEN THE MARIJUANA FACILITY AGENT IS NO LONGER EMPLOYED BY OR ASSOCIATED WITH A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY.



- E. A NONPROFIT MEDICAL MARIJUANA DISPENSARY AGENT OF A DUAL LICENSEE WHO HAS APPLIED TO BE REGISTERED AS A MARIJUANA FACILITY AGENT MAY SERVE AS A MARIJUANA FACILITY AGENT OF THAT DUAL LICENSEE UNTIL THE DEPARTMENT HAS APPROVED OR REJECTED THE AGENT'S APPLICATION.
- F. THE DEPARTMENT SHALL ADOPT RULES TO IMPLEMENT THIS SECTION.

**36-2856. Smart and safe Arizona fund; disposition; exemption**

A. THE SMART AND SAFE ARIZONA FUND IS ESTABLISHED CONSISTING OF ALL MONIES DEPOSITED PURSUANT TO SECTIONS 36-2854, 42-5452 AND 42-5503, PRIVATE DONATIONS AND INTEREST EARNED ON THOSE MONIES. MONIES IN THE FUND ARE CONTINUOUSLY APPROPRIATED. MONIES IN THE FUND AND ITS ACCOUNTS MAY NOT BE TRANSFERRED TO ANY OTHER FUND EXCEPT AS PROVIDED IN THIS SECTION, DO NOT REVERT TO THE STATE GENERAL FUND AND ARE EXEMPT FROM THE PROVISIONS OF SECTION 35-190 RELATING TO THE LAPSING OF APPROPRIATIONS. THE STATE TREASURER SHALL ADMINISTER THE FUND.

B. ALL MONIES IN THE SMART AND SAFE ARIZONA FUND MUST FIRST BE SPENT, AND THE STATE TREASURER SHALL TRANSFER MONIES FROM THE FUND, TO PAY:

1. THE ACTUAL REASONABLE COSTS INCURRED BY THE DEPARTMENT TO IMPLEMENT, CARRY OUT AND ENFORCE THIS CHAPTER AND RULES ADOPTED PURSUANT TO THIS CHAPTER.

2. THE ACTUAL REASONABLE COSTS INCURRED BY THE DEPARTMENT OF REVENUE TO IMPOSE AND ENFORCE THE TAX AUTHORIZED AND LEVIED BY SECTION 42-5452.

3. THE ACTUAL REASONABLE COSTS INCURRED BY THE SUPREME COURT AND THE DEPARTMENT OF PUBLIC SAFETY TO PROCESS PETITIONS FOR EXPUNGEMENT AND EXPUNGEMENT ORDERS PURSUANT TO SECTION 36-2862 AND TO OTHERWISE IMPLEMENT SECTION 36-2862.

4. THE ACTUAL REASONABLE COSTS INCURRED BY THE STATE TREASURER TO ADMINISTER THE FUND.

5. ANY OTHER MANDATORY EXPENDITURE OF STATE REVENUES REQUIRED BY THIS CHAPTER TO IMPLEMENT OR ENFORCE THE PROVISIONS OF THIS CHAPTER.

C. THE STATE TREASURER MAY PRESCRIBE FORMS NECESSARY TO MAKE TRANSFERS FROM THE SMART AND SAFE ARIZONA FUND PURSUANT TO SUBSECTION B OF THIS SECTION.

D. ON OR BEFORE JUNE 30 AND DECEMBER 31 OF EACH YEAR, THE STATE TREASURER SHALL TRANSFER ALL MONIES IN THE SMART AND SAFE ARIZONA FUND IN EXCESS OF THE AMOUNTS PAID PURSUANT TO SUBSECTION B OF THIS SECTION AS FOLLOWS:

1. 33 PERCENT TO COMMUNITY COLLEGE DISTRICTS AND PROVISIONAL COMMUNITY COLLEGE DISTRICTS, BUT NOT TO COMMUNITY COLLEGE TUITION FINANCING DISTRICTS ESTABLISHED PURSUANT TO SECTION 15-1409, FOR THE PURPOSES OF INVESTING IN AND PROVIDING WORKFORCE DEVELOPMENT PROGRAMS, JOB TRAINING, CAREER AND TECHNICAL EDUCATION, AND SCIENCE, TECHNOLOGY, ENGINEERING AND MATH PROGRAMS, AS FOLLOWS:

(a) 15 PERCENT OF THE 33 PERCENT DIVIDED EQUALLY BETWEEN EACH COMMUNITY COLLEGE DISTRICT.

(b) 0.5 PERCENT OF THE 33 PERCENT DIVIDED EQUALLY BETWEEN EACH PROVISIONAL COMMUNITY COLLEGE DISTRICT, IF ONE OR MORE PROVISIONAL COMMUNITY COLLEGE DISTRICTS EXIST.

(c) THE REMAINDER TO COMMUNITY COLLEGE DISTRICTS AND PROVISIONAL COMMUNITY COLLEGES DISTRICTS IN PROPORTION TO EACH DISTRICT'S FULL-TIME EQUIVALENT STUDENT ENROLLMENT PERCENTAGE OF THE TOTAL STATEWIDE AUDITED FULL-TIME EQUIVALENT STUDENT ENROLLMENT IN THE PRECEDING FISCAL YEAR PRESCRIBED IN SECTION 15-1466.01.

2. 31.4 PERCENT TO MUNICIPAL POLICE DEPARTMENTS, MUNICIPAL FIRE DEPARTMENTS, FIRE DISTRICTS ESTABLISHED PURSUANT TO TITLE 48, CHAPTER 5 AND COUNTY SHERIFFS' DEPARTMENTS IN PROPORTION TO THE NUMBER OF ENROLLED MEMBERS FOR EACH SUCH AGENCY IN THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM ESTABLISHED BY TITLE 38, CHAPTER 5, ARTICLE 4 AND THE PUBLIC SAFETY PERSONNEL DEFINED CONTRIBUTION PLAN ESTABLISHED BY TITLE 38, CHAPTER 5, ARTICLE 4.1, FOR PERSONNEL COSTS.

3. 25.4 PERCENT TO THE ARIZONA HIGHWAY USER REVENUE FUND ESTABLISHED BY SECTION 28-6533.

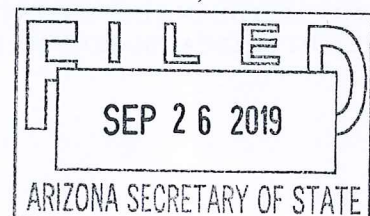
4. 10 PERCENT TO THE JUSTICE REINVESTMENT FUND ESTABLISHED BY SECTION 36-2863.

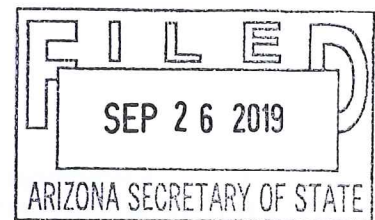
5. 0.2 PERCENT TO THE ATTORNEY GENERAL TO USE TO ENFORCE THIS CHAPTER, OR TO GRANT TO LOCALITIES TO ENFORCE THIS CHAPTER.

E. THE MONIES TRANSFERRED AND RECEIVED PURSUANT TO THIS SECTION:

1. ARE IN ADDITION TO ANY OTHER APPROPRIATION, TRANSFER OR OTHER ALLOCATION OF MONIES AND MAY NOT SUPPLANT, REPLACE OR CAUSE A REDUCTION IN OTHER FUNDING SOURCES.

2. ARE NOT CONSIDERED LOCAL REVENUES FOR THE PURPOSES OF ARTICLE IX, SECTIONS 20 AND 21, CONSTITUTION OF ARIZONA.





**36-2857. Localities; marijuana establishments and marijuana testing facilities**

- A. A LOCALITY MAY:
1. ENACT REASONABLE ZONING REGULATIONS THAT LIMIT THE USE OF LAND FOR MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES TO SPECIFIED AREAS.
  2. LIMIT THE NUMBER OF MARIJUANA ESTABLISHMENTS OR MARIJUANA TESTING FACILITIES, OR BOTH.
  3. PROHIBIT MARIJUANA ESTABLISHMENTS OR MARIJUANA TESTING FACILITIES, OR BOTH.
  4. REGULATE THE TIME, PLACE AND MANNER OF MARIJUANA ESTABLISHMENT AND MARIJUANA TESTING FACILITY OPERATIONS.
  5. ESTABLISH REASONABLE RESTRICTIONS ON PUBLIC SIGNAGE REGARDING MARIJUANA, MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES.
  6. PROHIBIT OR RESTRICT DELIVERY WITHIN ITS JURISDICTION.
- B. A COUNTY MAY EXERCISE ITS AUTHORITY PURSUANT TO SUBSECTION A OF THIS SECTION ONLY IN UNINCORPORATED AREAS OF THE COUNTY.
- C. A LOCALITY MAY NOT ENACT ANY ORDINANCE, REGULATION OR RULE THAT:
1. IS MORE RESTRICTIVE THAN A COMPARABLE ORDINANCE, REGULATION OR RULE THAT APPLIES TO NONPROFIT MEDICAL MARIJUANA DISPENSARIES.
  2. MAKES THE OPERATION OF A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY UNDULY BURDENSOME IF THE LOCALITY HAS NOT PROHIBITED MARIJUANA ESTABLISHMENTS OR MARIJUANA TESTING FACILITIES.
  3. CONFLICTS WITH THIS CHAPTER OR RULES ADOPTED PURSUANT TO THIS CHAPTER.
  4. PROHIBITS THE TRANSPORTATION OF MARIJUANA BY A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY ON PUBLIC ROADS.
  5. RESTRICTS OR INTERFERES WITH THE ABILITY OF A DUAL LICENSEE OR AN ENTITY ELIGIBLE TO BECOME A DUAL LICENSEE TO OPERATE A NONPROFIT MEDICAL MARIJUANA DISPENSARY AND A MARIJUANA ESTABLISHMENT COOPERATIVELY AT SHARED LOCATIONS.
  6. EXCEPT AS EXPRESSLY AUTHORIZED BY THIS SECTION OR SECTION 36-2851, PROHIBITS OR RESTRICTS ANY CONDUCT OR TRANSACTION ALLOWED BY THIS CHAPTER, OR IMPOSES ANY LIABILITY OR PENALTY IN ADDITION TO THAT PRESCRIBED BY THIS CHAPTER FOR ANY CONDUCT OR TRANSACTION CONSTITUTING A VIOLATION OF THIS CHAPTER.

**36-2858. Lawful operation of marijuana establishments and marijuana testing facilities**

- A. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED IN SECTION 36-2857 AND NOTWITHSTANDING ANY OTHER LAW, IT IS LAWFUL AND IS NOT AN OFFENSE UNDER THE LAWS OF THIS STATE OR ANY LOCALITY, MAY NOT CONSTITUTE THE BASIS FOR DETENTION, SEARCH OR ARREST, AND MAY NOT CONSTITUTE THE SOLE BASIS FOR SEIZURE OR FORFEITURE OF ASSETS OR THE BASIS FOR IMPOSING PENALTIES UNDER THE LAWS OF THIS STATE OR ANY LOCALITY FOR:
1. A MARIJUANA ESTABLISHMENT, OR AN AGENT ACTING ON BEHALF OF A MARIJUANA ESTABLISHMENT, TO:
    - (a) POSSESS MARIJUANA OR MARIJUANA PRODUCTS.
    - (b) PURCHASE, SELL OR TRANSPORT MARIJUANA AND MARIJUANA PRODUCTS TO OR FROM A MARIJUANA ESTABLISHMENT.
    - (c) SELL MARIJUANA AND MARIJUANA PRODUCTS TO CONSUMERS, EXCEPT THAT A MARIJUANA ESTABLISHMENT MAY NOT SELL MORE THAN ONE OUNCE OF MARIJUANA TO A CONSUMER IN A SINGLE TRANSACTION, NOT MORE THAN FIVE GRAMS OF WHICH MAY BE IN THE FORM OF MARIJUANA CONCENTRATE.
    - (d) CULTIVATE, PRODUCE, TEST OR PROCESS MARIJUANA OR MANUFACTURE MARIJUANA OR MARIJUANA PRODUCTS BY ANY MEANS INCLUDING CHEMICAL EXTRACTION OR CHEMICAL SYNTHESIS.
  2. AN AGENT ACTING ON BEHALF OF A MARIJUANA ESTABLISHMENT TO SELL OR OTHERWISE TRANSFER MARIJUANA TO AN INDIVIDUAL UNDER TWENTY-ONE YEARS OF AGE, IF THE AGENT REASONABLY VERIFIED THAT THE INDIVIDUAL APPEARED TO BE TWENTY-ONE YEARS OF AGE OR OLDER BY MEANS OF A GOVERNMENT-ISSUED PHOTOGRAPHIC IDENTIFICATION IN COMPLIANCE WITH RULES ADOPTED PURSUANT TO SECTION 36-2854, SUBSECTION A, PARAGRAPH 6.
  3. A MARIJUANA TESTING FACILITY, OR AN AGENT ACTING ON BEHALF OF A MARIJUANA TESTING FACILITY, TO OBTAIN, POSSESS, PROCESS, REPACKAGE, TRANSFER, TRANSPORT OR TEST MARIJUANA AND MARIJUANA PRODUCTS.
  4. A NONPROFIT MEDICAL MARIJUANA DISPENSARY OR A MARIJUANA ESTABLISHMENT, OR AN AGENT ACTING ON BEHALF OF A NONPROFIT MEDICAL MARIJUANA DISPENSARY OR A MARIJUANA ESTABLISHMENT, TO SELL OR OTHERWISE TRANSFER MARIJUANA OR MARIJUANA PRODUCTS TO A NONPROFIT MEDICAL MARIJUANA DISPENSARY, A MARIJUANA ESTABLISHMENT OR AN AGENT ACTING ON BEHALF OF A NONPROFIT MEDICAL MARIJUANA DISPENSARY OR A MARIJUANA ESTABLISHMENT.

5. ANY INDIVIDUAL, CORPORATION OR OTHER ENTITY TO SELL, LEASE OR OTHERWISE ALLOW PROPERTY OR GOODS THAT ARE OWNED, MANAGED OR CONTROLLED BY THE INDIVIDUAL, CORPORATION OR OTHER ENTITY TO BE USED FOR ANY ACTIVITY AUTHORIZED BY THIS CHAPTER, OR TO PROVIDE SERVICES TO A MARIJUANA ESTABLISHMENT, OR MARIJUANA TESTING FACILITY OR AGENT ACTING ON BEHALF OF A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY IN CONNECTION WITH ANY ACTIVITY AUTHORIZED BY THIS CHAPTER.

B. THIS SECTION DOES NOT PRECLUDE THE DEPARTMENT FROM IMPOSING PENALTIES AGAINST A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY FOR FAILING TO COMPLY WITH THIS CHAPTER OR RULES ADOPTED PURSUANT TO THIS CHAPTER.

C. A MARIJUANA ESTABLISHMENT MAY BE OWNED OR OPERATED BY A PUBLICLY TRADED COMPANY.

D. NOTWITHSTANDING ANY OTHER LAW, A DUAL LICENSEE:

1. MAY HOLD A MARIJUANA ESTABLISHMENT LICENSE AND OPERATE A MARIJUANA ESTABLISHMENT PURSUANT TO THIS CHAPTER.

2. MAY OPERATE ON A FOR-PROFIT BASIS IF THE DUAL LICENSEE PROMPTLY NOTIFIES THE DEPARTMENT AND DEPARTMENT OF REVENUE AND TAKES ANY ACTIONS NECESSARY TO ENABLE ITS FOR-PROFIT OPERATION, INCLUDING CONVERTING ITS CORPORATE FORM AND AMENDING ITS ORGANIZATIONAL AND OPERATING DOCUMENTS.

3. MUST CONTINUE TO HOLD BOTH ITS MARIJUANA ESTABLISHMENT LICENSE AND NONPROFIT MEDICAL MARIJUANA DISPENSARY REGISTRATION, REGARDLESS OF ANY CHANGE IN OWNERSHIP OF THE DUAL LICENSEE, UNLESS IT TERMINATES ITS STATUS AS A DUAL LICENSEE AND FORFEITS EITHER ITS MARIJUANA ESTABLISHMENT LICENSE OR NONPROFIT MEDICAL MARIJUANA DISPENSARY REGISTRATION BY NOTIFYING THE DEPARTMENT OF SUCH A TERMINATION AND FORFEITURE.

4. MAY NOT BE REQUIRED TO:

(a) EMPLOY OR CONTRACT WITH A MEDICAL DIRECTOR.

(b) OBTAIN NONPROFIT MEDICAL MARIJUANA DISPENSARY AGENT OR MARIJUANA FACILITY AGENT REGISTRATIONS FOR OUTSIDE VENDORS THAT DO NOT HAVE REGULAR, UNSUPERVISED ACCESS TO THE INTERIOR OF THE DUAL LICENSEE.

(c) HAVE A SINGLE SECURE ENTRANCE AS REQUIRED BY SECTION 36-2806, SUBSECTION C, BUT MAY BE REQUIRED TO IMPLEMENT APPROPRIATE SECURITY MEASURES TO DETER AND PREVENT THE THEFT OF MARIJUANA AND TO REASONABLY REGULATE CUSTOMER ACCESS TO THE PREMISES.

(d) COMPLY WITH ANY OTHER PROVISION OF CHAPTER 28.1 OF THIS TITLE OR ANY RULE ADOPTED PURSUANT TO CHAPTER 28.1 OF THIS TITLE THAT MAKES ITS OPERATION AS A DUAL LICENSEE UNDULY BURDENSOME.

E. NOTWITHSTANDING ANY OTHER LAW, A DUAL LICENSEE THAT ELECTS TO OPERATE ON A FOR-PROFIT BASIS PURSUANT TO SUBSECTION D, PARAGRAPH 2 OF THIS SECTION:

1. IS SUBJECT TO THE TAXES IMPOSED PURSUANT TO TITLE 43.

2. IS NOT REQUIRED TO SUBMIT ITS ANNUAL FINANCIAL STATEMENTS OR AN AUDIT REPORT TO THE DEPARTMENT FOR PURPOSES OF RENEWING ITS NONPROFIT MEDICAL MARIJUANA DISPENSARY REGISTRATION.

F. NOTWITHSTANDING ANY OTHER LAW, A DUAL LICENSEE MUST CONDUCT BOTH OF THE FOLLOWING OPERATIONS AT A SHARED LOCATION:

1. SELL MARIJUANA AND MARIJUANA PRODUCTS TO CONSUMERS PURSUANT TO THIS CHAPTER.

2. DISPENSE MARIJUANA TO REGISTERED QUALIFYING PATIENTS AND REGISTERED DESIGNATED CAREGIVERS PURSUANT TO CHAPTER 28.1 OF THIS TITLE.

G. NOTWITHSTANDING CHAPTER 28.1 OF THIS TITLE OR ANY RULE ADOPTED PURSUANT TO CHAPTER 28.1 OF THIS TITLE, A DUAL LICENSEE MAY ENGAGE IN ANY ACT, PRACTICE, CONDUCT OR TRANSACTION ALLOWED FOR A MARIJUANA ESTABLISHMENT BY THIS CHAPTER.

H. NOTWITHSTANDING ANY OTHER LAW:

1. AN INDIVIDUAL MAY BE AN APPLICANT, PRINCIPAL OFFICER OR BOARD MEMBER OF MORE THAN ONE MARIJUANA ESTABLISHMENT OR MORE THAN ONE DUAL LICENSEE REGARDLESS OF THE ESTABLISHMENT'S LOCATION.

2. TWO OR MORE MARIJUANA ESTABLISHMENTS OR DUAL LICENSEES MAY DESIGNATE A SINGLE OFF-SITE LOCATION AS PRESCRIBED IN SECTION 36-2850, PARAGRAPH 18, SUBDIVISION (c) TO BE JOINTLY USED BY THOSE DUAL LICENSEES OR MARIJUANA ESTABLISHMENTS.

I. MARIJUANA ESTABLISHMENTS, MARIJUANA TESTING FACILITIES AND DUAL LICENSEES THAT ARE SUBJECT TO APPLICABLE FEDERAL OR STATE ANTIDISCRIMINATION LAWS MAY NOT PAY THEIR EMPLOYEES DIFFERENTLY BASED SOLELY ON A PROTECTED CLASS STATUS SUCH AS SEX, RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE OR DISABILITY. THIS SUBSECTION DOES NOT EXPAND OR MODIFY THE JURISDICTIONAL REACH, PROVISIONS OR REQUIREMENTS OF ANY APPLICABLE ANTI-DISCRIMINATION LAW.

**36-2859. Advertising restrictions; enforcement; civil penalty**

- A. A MARIJUANA ESTABLISHMENT OR NONPROFIT MEDICAL MARIJUANA DISPENSARY MAY ENGAGE IN ADVERTISING.
- B. AN ADVERTISING PLATFORM MAY HOST ADVERTISING ONLY IF ALL OF THE FOLLOWING APPLY:
1. THE ADVERTISING IS AUTHORIZED BY A MARIJUANA ESTABLISHMENT OR NONPROFIT MEDICAL MARIJUANA DISPENSARY.
  2. THE ADVERTISING ACCURATELY AND LEGIBLY IDENTIFIES THE MARIJUANA ESTABLISHMENT OR NONPROFIT MEDICAL MARIJUANA DISPENSARY RESPONSIBLE FOR THE CONTENT OF THE ADVERTISING BY NAME AND LICENSE NUMBER OR REGISTRATION NUMBER.
- C. ANY ADVERTISING UNDER THIS CHAPTER INVOLVING DIRECT, INDIVIDUALIZED COMMUNICATION OR DIALOGUE SHALL USE A METHOD OF AGE AFFIRMATION TO VERIFY THAT THE RECIPIENT IS TWENTY-ONE YEARS OF AGE OR OLDER BEFORE ENGAGING IN THAT COMMUNICATION OR DIALOGUE. FOR THE PURPOSES OF THIS SUBSECTION, THAT METHOD OF AGE AFFIRMATION MAY INCLUDE USER CONFIRMATION, BIRTH DATE DISCLOSURE OR OTHER SIMILAR REGISTRATION METHODS.
- D. IT IS UNLAWFUL FOR AN INDIVIDUAL OR ENTITY OTHER THAN A MARIJUANA ESTABLISHMENT OR DUAL LICENSEE TO DO ANY OF THE FOLLOWING IN A MANNER THAT IS NOT AUTHORIZED BY THIS CHAPTER OR RULES ADOPTED BY THE DEPARTMENT PURSUANT TO THIS CHAPTER:
1. FACILITATE THE DELIVERY OF MARIJUANA OR MARIJUANA PRODUCTS.
  2. SOLICIT OR ACCEPT ORDERS FOR MARIJUANA OR MARIJUANA PRODUCTS OR OPERATE A PLATFORM THAT SOLICITS OR ACCEPTS ORDERS FOR MARIJUANA OR MARIJUANA PRODUCTS.
  3. OPERATE A LISTING SERVICE RELATED TO THE SALE OR DELIVERY OF MARIJUANA OR MARIJUANA PRODUCTS.
- E. A MARIJUANA ESTABLISHMENT THAT VIOLATES THIS SECTION IS SUBJECT TO DISCIPLINARY ACTION BY THE DEPARTMENT PURSUANT TO SECTION 36-2854, SUBSECTION B. A NONPROFIT MEDICAL MARIJUANA DISPENSARY THAT VIOLATES THIS SECTION IS SUBJECT TO DISCIPLINARY ACTION BY THE DEPARTMENT PURSUANT TO SECTION 36-2816.
- F. IN ADDITION TO ANY OTHER PENALTY IMPOSED BY LAW, AN INDIVIDUAL OR ENTITY OTHER THAN A MARIJUANA ESTABLISHMENT OR NONPROFIT MEDICAL MARIJUANA DISPENSARY THAT ADVERTISES MARIJUANA OR MARIJUANA PRODUCTS IN VIOLATION OF THIS SECTION OR OTHERWISE VIOLATES THIS SECTION SHALL PAY A CIVIL PENALTY OF \$20,000 PER VIOLATION TO THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856. THIS SUBSECTION MAY BE ENFORCED BY THE ATTORNEY GENERAL.

**36-2860. Packaging; restrictions on particular marijuana products**

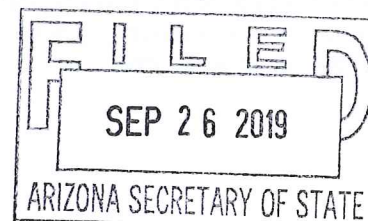
- A. A MARIJUANA ESTABLISHMENT MAY NOT:
1. PACKAGE OR LABEL MARIJUANA OR MARIJUANA PRODUCTS IN A FALSE OR MISLEADING MANNER.
  2. MANUFACTURE OR SELL MARIJUANA PRODUCTS THAT RESEMBLE THE FORM OF A HUMAN, ANIMAL, INSECT, FRUIT, TOY OR CARTOON.
  3. SELL OR ADVERTISE MARIJUANA OR MARIJUANA PRODUCTS WITH NAMES THAT RESEMBLE OR IMITATE FOOD OR DRINK BRANDS MARKETED TO CHILDREN, OR OTHERWISE ADVERTISE MARIJUANA OR MARIJUANA PRODUCTS TO CHILDREN.
- B. A MARIJUANA ESTABLISHMENT THAT VIOLATES THIS SECTION IS SUBJECT TO DISCIPLINARY ACTION BY THE DEPARTMENT PURSUANT TO SECTION 36-2854, SUBSECTION B.

**36-2861. Contracts; professional services**

- A. IT IS THE PUBLIC POLICY OF THIS STATE THAT CONTRACTS RELATED TO MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES ARE ENFORCEABLE.
- B. A PERSON THAT IS LICENSED, CERTIFIED OR REGISTERED BY ANY DEPARTMENT, AGENCY OR REGULATORY BOARD OF THIS STATE IS NOT SUBJECT TO DISCIPLINARY ACTION BY THAT ENTITY FOR PROVIDING PROFESSIONAL ASSISTANCE TO A PROSPECTIVE OR REGISTERED MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY OR OTHER PERSON FOR ANY LAWFUL ACTIVITY UNDER THIS CHAPTER.

**36-2862. Expungement; petition; appeal; dismissal of complaints; rules**

- A. BEGINNING JULY 12, 2021, AN INDIVIDUAL WHO WAS ARRESTED FOR, CHARGED WITH, ADJUDICATED OR CONVICTED BY TRIAL OR PLEA OF, OR SENTENCED FOR, ANY OF THE FOLLOWING OFFENSES BASED ON OR ARISING OUT OF CONDUCT OCCURRING BEFORE THE EFFECTIVE DATE OF THIS SECTION MAY PETITION THE COURT TO HAVE THE RECORD OF THAT ARREST, CHARGE, ADJUDICATION, CONVICTION OR SENTENCE EXPUNGED:



1. POSSESSING, CONSUMING OR TRANSPORTING TWO AND ONE-HALF OUNCES OR LESS OF MARIJUANA, OF WHICH NOT MORE THAN TWELVE AND ONE-HALF GRAMS WAS IN THE FORM OF MARIJUANA CONCENTRATE.
2. POSSESSING, TRANSPORTING, CULTIVATING OR PROCESSING NOT MORE THAN SIX MARIJUANA PLANTS AT THE INDIVIDUAL'S PRIMARY RESIDENCE FOR PERSONAL USE.
3. POSSESSING, USING OR TRANSPORTING PARAPHERNALIA RELATING TO THE CULTIVATION, MANUFACTURE, PROCESSING OR CONSUMPTION OF MARIJUANA.
  - B. IF THE COURT RECEIVES A PETITION FOR EXPUNGEMENT PURSUANT TO THIS SECTION:
    1. THE COURT SHALL NOTIFY THE PROSECUTING AGENCY OF THE FILING OF THE PETITION, AND ALLOW THE PROSECUTING AGENCY TO RESPOND TO THE PETITION WITHIN THIRTY DAYS.
    2. THE COURT MAY HOLD A HEARING:
      - (a) ON THE REQUEST OF EITHER THE PETITIONER OR THE PROSECUTING AGENCY.
      - (b) IF THE COURT CONCLUDES THERE ARE GENUINE DISPUTES OF FACT REGARDING WHETHER THE PETITION SHOULD BE GRANTED.
    3. THE COURT SHALL GRANT THE PETITION UNLESS THE PROSECUTING AGENCY ESTABLISHES BY CLEAR AND CONVINCING EVIDENCE THAT THE PETITIONER IS NOT ELIGIBLE FOR EXPUNGEMENT.
    4. THE COURT SHALL ISSUE A SIGNED ORDER OR MINUTE ENTRY GRANTING OR DENYING THE PETITION IN WHICH IT MAKES FINDINGS OF FACT AND CONCLUSIONS OF LAW.
      - C. IF THE COURT GRANTS A PETITION FOR EXPUNGEMENT:
        1. THE SIGNED ORDER OR MINUTE ENTRY REQUIRED PURSUANT TO SUBSECTION B, PARAGRAPH 4 OF THIS SECTION SHALL DO ALL OF THE FOLLOWING:
          - (a) IF THE PETITIONER WAS ADJUDICATED OR CONVICTED OF AN OFFENSE SET FORTH IN SUBSECTION A OF THIS SECTION, VACATE THE JUDGMENT OF ADJUDICATION OR CONVICTION.
          - (b) STATE THAT IT EXPUNGES ANY RECORD OF THE PETITIONER'S ARREST, CHARGE, CONVICTION, ADJUDICATION AND SENTENCE.
          - (c) IF THE PETITIONER WAS CONVICTED OR ADJUDICATED OF AN OFFENSE SET FORTH IN SUBSECTION A OF THIS SECTION, STATE THAT THE PETITIONER'S CIVIL RIGHTS, INCLUDING THE RIGHT TO POSSESS FIREARMS, ARE RESTORED, UNLESS THE PETITIONER IS OTHERWISE NOT ELIGIBLE FOR THE RESTORATION OF CIVIL RIGHTS ON GROUNDS OTHER THAN A CONVICTION FOR AN OFFENSE SET FORTH IN SUBSECTION A OF THIS SECTION.
          - (d) REQUIRE THE CLERK OF THE COURT TO NOTIFY THE DEPARTMENT OF PUBLIC SAFETY, THE PROSECUTING AGENCY AND THE ARRESTING LAW ENFORCEMENT AGENCY, IF APPLICABLE, OF THE EXPUNGEMENT ORDER.
          - (e) REQUIRE THE CLERK OF THE COURT TO SEAL ALL RECORDS RELATING TO THE EXPUNGED ARREST, CHARGE, ADJUDICATION, CONVICTION OR SENTENCE AND ALLOW THE RECORDS TO BE ACCESSED ONLY BY THE INDIVIDUAL WHOSE RECORD WAS EXPUNGED OR THE INDIVIDUAL'S ATTORNEY.
        2. THE DEPARTMENT OF PUBLIC SAFETY SHALL SEAL AND SEPARATE THE EXPUNGED RECORD FROM ITS RECORDS AND INFORM ALL APPROPRIATE STATE AND FEDERAL LAW ENFORCEMENT AGENCIES OF THE EXPUNGEMENT. UNLESS THE PETITIONER IS INDIGENT, THE DEPARTMENT OF PUBLIC SAFETY MAY CHARGE THE SUCCESSFUL PETITIONER A REASONABLE FEE DETERMINED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC SAFETY TO RESEARCH AND CORRECT THE PETITIONER'S CRIMINAL HISTORY RECORD.
        3. THE ARRESTING AND PROSECUTING AGENCIES SHALL CLEARLY IDENTIFY IN EACH AGENCY'S FILES AND ELECTRONIC RECORDS THAT THE PETITIONER'S ARREST, CHARGE, CONVICTION, ADJUDICATION AND SENTENCE ARE EXPUNGED AND SHALL NOT MAKE ANY RECORDS OF THE EXPUNGED ARREST, CHARGE, CONVICTION, ADJUDICATION OR SENTENCE AVAILABLE AS A PUBLIC RECORD TO ANY PERSON EXCEPT TO THE INDIVIDUAL WHOSE RECORD WAS EXPUNGED OR THAT INDIVIDUAL'S ATTORNEY.
      - D. AN ARREST, CHARGE, ADJUDICATION, CONVICTION OR SENTENCE THAT IS EXPUNGED PURSUANT TO THIS SECTION MAY NOT BE USED IN A SUBSEQUENT PROSECUTION BY A PROSECUTING AGENCY OR COURT FOR ANY PURPOSE.
      - E. AN INDIVIDUAL WHOSE RECORD OF ARREST, CHARGE, ADJUDICATION, CONVICTION OR SENTENCE IS EXPUNGED PURSUANT TO THIS SECTION MAY STATE THAT THE INDIVIDUAL HAS NEVER BEEN ARRESTED FOR, CHARGED WITH, ADJUDICATED OR CONVICTED OF, OR SENTENCED FOR THE CRIME THAT IS THE SUBJECT OF THE EXPUNGEMENT.
      - F. IF THE COURT DENIES A PETITION FOR EXPUNGEMENT, THE PETITIONER MAY FILE A DIRECT APPEAL PURSUANT TO SECTION 13-4033, SUBSECTION A, PARAGRAPH 3.
      - G. ON MOTION, THE COURT SHALL DISMISS WITH PREJUDICE ANY PENDING COMPLAINT, INFORMATION OR INDICTMENT BASED ON ANY OFFENSE SET FORTH IN SUBSECTION A OF THIS SECTION, TO INCLUDE CHARGES OR ALLEGATIONS BASED ON OR ARISING OUT OF CONDUCT OCCURRING BEFORE THE EFFECTIVE DATE OF THIS CHAPTER. THE INDIVIDUAL CHARGED MAY THEREAFTER PETITION THE COURT TO

EXPUNGE RECORDS OF THE ARREST AND CHARGE OR ALLEGATION AS PROVIDED IN THIS SECTION. A MOTION BROUGHT PURSUANT TO THIS SUBSECTION MAY BE FILED WITH THE COURT BEFORE JULY 12, 2021.

H. THE SUPREME COURT MAY ADOPT RULES NECESSARY TO IMPLEMENT THIS SECTION, AND MAY ALSO SPONSOR PUBLIC SERVICE ANNOUNCEMENTS OR OTHER NOTIFICATIONS INTENDED TO PROVIDE NOTICE TO INDIVIDUALS WHO MAY BE ELIGIBLE TO FILE PETITIONS FOR EXPUNGEMENT PURSUANT TO THIS SECTION.

I. A PROSECUTING AGENCY MAY FILE A PETITION FOR EXPUNGEMENT PURSUANT TO THIS SECTION ON BEHALF OF ANY INDIVIDUAL WHO WAS PROSECUTED BY THAT PROSECUTING AGENCY, AND THE ATTORNEY GENERAL MAY FILE A PETITION FOR EXPUNGEMENT PURSUANT TO THIS SECTION ON BEHALF OF ANY INDIVIDUAL.

**36-2863. Justice reinvestment fund; exemption; distribution; definition**

A. THE JUSTICE REINVESTMENT FUND IS ESTABLISHED CONSISTING OF ALL MONIES DEPOSITED PURSUANT TO SECTION 36-2856 AND INTEREST EARNED ON THOSE MONIES. MONIES IN THE FUND ARE CONTINUOUSLY APPROPRIATED. MONIES IN THE FUND AND ITS ACCOUNTS MAY NOT BE TRANSFERRED TO ANY OTHER FUND EXCEPT AS PROVIDED IN THIS SECTION, DO NOT REVERT TO THE STATE GENERAL FUND, AND ARE EXEMPT FROM THE PROVISIONS OF SECTION 35-190 RELATING TO THE LAPSING OF APPROPRIATIONS. THE STATE TREASURER SHALL ADMINISTER THE FUND.

B. ALL MONIES IN THE JUSTICE REINVESTMENT FUND MUST FIRST BE SPENT, AND THE STATE TREASURER SHALL TRANSFER MONIES FROM THE FUND, TO PAY:

1. THE REASONABLE COSTS INCURRED BY THE STATE TREASURER TO ADMINISTER THE FUND.
2. THE REASONABLE ADMINISTRATIVE COSTS INCURRED BY THE DEPARTMENT TO CARRY OUT ITS DUTIES PURSUANT TO THIS SECTION.

C. ON OR BEFORE JUNE 30 AND DECEMBER 31 OF EACH YEAR, THE STATE TREASURER SHALL TRANSFER ALL MONIES IN THE JUSTICE REINVESTMENT FUND IN EXCESS OF THE AMOUNTS PAID PURSUANT TO SUBSECTION B OF THIS SECTION AS FOLLOWS:

1. THIRTY-FIVE PERCENT TO COUNTY PUBLIC HEALTH DEPARTMENTS, IN PROPORTION TO THE POPULATION OF EACH COUNTY ACCORDING TO THE MOST RECENT UNITED STATES DECENNIAL CENSUS, FOR THE PURPOSE OF PROVIDING JUSTICE REINVESTMENT PROGRAMS OR DISTRIBUTING GRANTS TO QUALIFIED NONPROFIT ORGANIZATIONS TO PROVIDE JUSTICE REINVESTMENT PROGRAMS IN THAT COUNTY.
2. THIRTY-FIVE PERCENT TO THE DEPARTMENT FOR THE PURPOSE OF DISTRIBUTING GRANTS TO QUALIFIED NONPROFIT ORGANIZATIONS THAT PROVIDE JUSTICE REINVESTMENT PROGRAMS IN THIS STATE.
3. THIRTY PERCENT TO THE DEPARTMENT FOR THE PURPOSE OF ADDRESSING IMPORTANT PUBLIC HEALTH ISSUES THAT AFFECT THIS STATE.

D. GRANTS MADE PURSUANT TO THIS SECTION ARE EXEMPT FROM TITLE 41, CHAPTER 23, AND EACH GRANTEE SHALL PROVIDE THE GRANTING AGENCY WITH AN ANNUAL REPORT DETAILING THE USE OF GRANTED MONIES.

E. MONIES TRANSFERRED AND RECEIVED PURSUANT TO SUBSECTION C OF THIS SECTION ARE NOT CONSIDERED LOCAL REVENUES FOR THE PURPOSES OF ARTICLE IX, SECTION 20, CONSTITUTION OF ARIZONA.

F. THE STATE TREASURER MAY PRESCRIBE FORMS NECESSARY TO MAKE TRANSFERS PURSUANT TO SUBSECTION B OF THIS SECTION.

G. FOR THE PURPOSES OF THIS SECTION, "JUSTICE REINVESTMENT PROGRAMS" MEANS INITIATIVES OR PROGRAMS THAT FOCUS ON ANY OF THE FOLLOWING:

1. PUBLIC AND BEHAVIORAL HEALTH, INCLUDING EVIDENCE-BASED AND EVIDENCE-INFORMED SUBSTANCE USE PREVENTION AND TREATMENT AND SUBSTANCE USE EARLY INTERVENTION SERVICES.
2. RESTORATIVE JUSTICE, JAIL DIVERSION, WORKFORCE DEVELOPMENT, INDUSTRY-SPECIFIC TECHNICAL ASSISTANCE OR MENTORING SERVICES FOR ECONOMICALLY DISADVANTAGED PERSONS IN COMMUNITIES DISPROPORTIONATELY IMPACTED BY HIGH RATES OF ARREST AND INCARCERATION.
3. ADDRESSING THE UNDERLYING CAUSES OF CRIME, REDUCING DRUG-RELATED ARRESTS AND REDUCING THE PRISON POPULATION IN THIS STATE.
4. CREATING OR DEVELOPING TECHNOLOGY AND PROGRAMS TO ASSIST WITH THE RESTORATION OF CIVIL RIGHTS AND THE EXPUNGEMENT OF CRIMINAL RECORDS.

**36-2864. Transaction privilege tax; use tax; additional taxes prohibited; exception**

A. FOR PURPOSES OF THE TRANSACTION PRIVILEGE TAX AND USE TAX LEVIED AND COLLECTED PURSUANT TO TITLE 42, CHAPTERS 5 AND 6, MARIJUANA AND MARIJUANA PRODUCTS ARE TANGIBLE PERSONAL PROPERTY DEFINED IN SECTION 42-5001 AND ARE SUBJECT TO THE TRANSACTION PRIVILEGE TAX IN THE RETAIL CLASSIFICATION AND USE TAX.

B. EXCEPT AS PROVIDED IN SUBSECTION A OF THIS SECTION AND SECTION 42-5452, THIS STATE AND LOCALITIES MAY NOT LEVY OR COLLECT ADDITIONAL TAXES OF ANY KIND ON THE SALE OF MARIJUANA OR MARIJUANA PRODUCTS AND MAY NOT LEVY OR COLLECT ANY FEES OR ASSESSMENTS OF ANY KIND ON THE

SALE OF MARIJUANA OR MARIJUANA PRODUCTS OR ON THE LICENSING, OPERATIONS OR ACTIVITIES OF MARIJUANA ESTABLISHMENTS OR MARIJUANA TESTING FACILITIES, UNLESS THE FEE OR ASSESSMENT IS OF GENERAL APPLICABILITY TO INDIVIDUALS OR BUSINESSES THAT ARE NOT ENGAGED IN THE SALE OF MARIJUANA OR MARIJUANA PRODUCTS.

C. THE PROHIBITION IMPOSED BY SUBSECTION B OF THIS SECTION DOES NOT APPLY TO UNIFORM INCREASES TO THE TRANSACTION PRIVILEGE TAX RATE FOR THE RETAIL CLASSIFICATION OR USE TAX RATE BY THIS STATE OR A LOCALITY OR TO UNIFORM INCREASES TO FEES OR ASSESSMENTS ALLOWED BY SUBSECTION B OF THIS SECTION.

**36-2865. Enforcement of this chapter; special action**

A. IF THE DEPARTMENT FAILS TO ADOPT RULES NECESSARY TO IMPLEMENT THIS CHAPTER ON OR BEFORE JUNE 1, 2021, OR FAILS TO BEGIN ACCEPTING APPLICATIONS AS PROVIDED IN SECTION 36-2854, SUBSECTION A, PARAGRAPH 1, SUBDIVISION (d), ANY CITIZEN MAY COMMENCE A SPECIAL ACTION IN SUPERIOR COURT TO COMPEL THE DEPARTMENT TO PERFORM THE ACTIONS MANDATED UNDER THIS CHAPTER.

B. IF THE DEPARTMENT FAILS TO ISSUE A LICENSE OR SEND A NOTICE OF DENIAL WITHIN SIXTY DAYS AFTER RECEIVING A COMPLETE MARIJUANA ESTABLISHMENT APPLICATION PURSUANT TO SECTION 36-2854, SUBSECTION A, PARAGRAPH 1, SUBDIVISION (d), THE APPLICANT MAY COMMENCE A SPECIAL ACTION IN SUPERIOR COURT TO COMPEL THE DEPARTMENT TO PERFORM THE ACTIONS MANDATED UNDER THIS CHAPTER.

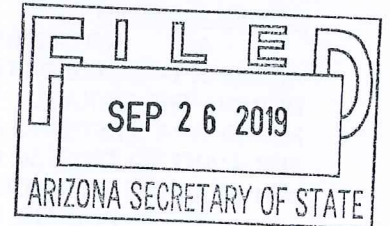
C. NOTWITHSTANDING CHAPTER 28.1 OF THIS TITLE, IF THE DEPARTMENT FAILS TO ISSUE ANY MARIJUANA ESTABLISHMENT LICENSES PURSUANT TO SECTION 36-2854, SUBSECTION A, PARAGRAPH 1, SUBDIVISION D ON OR BEFORE APRIL 5, 2021, EACH NONPROFIT MEDICAL MARIJUANA DISPENSARY IN GOOD STANDING MAY BEGIN TO CULTIVATE, PRODUCE, PROCESS, MANUFACTURE, TRANSPORT AND TEST MARIJUANA AND MARIJUANA PRODUCTS AND MAY SELL MARIJUANA AND MARIJUANA PRODUCTS TO CONSUMERS UNTIL THE DEPARTMENT ISSUES LICENSES TO OPERATE MARIJUANA ESTABLISHMENTS. IF THIS OCCURS, NONPROFIT MEDICAL MARIJUANA DISPENSARIES IN GOOD STANDING SHALL:

1. BE TREATED AS MARIJUANA ESTABLISHMENTS FOR ALL PURPOSES UNDER THIS CHAPTER, AND THEIR NONPROFIT MEDICAL MARIJUANA ESTABLISHMENT AGENTS SHALL BE TREATED AS MARIJUANA FACILITY AGENTS FOR ALL PURPOSES UNDER THIS CHAPTER.

2. COMPLY WITH THE RULES ADOPTED BY THE DEPARTMENT TO IMPLEMENT CHAPTER 28.1 OF THIS TITLE, EXCEPT THOSE THAT ARE INCONSISTENT WITH THIS CHAPTER.

**Section 5.** Title 42, Chapter 5, Arizona Revised Statutes, is amended by adding article 10 to read:

ARTICLE 10.  
MARIJUANA AND MARIJUANA PRODUCTS



**42-5451. Definitions**

IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

1. "CONSUMER," "DUAL LICENSEE," "MARIJUANA," "MARIJUANA ESTABLISHMENT" AND "MARIJUANA PRODUCTS" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2850.

2. "DESIGNATED CAREGIVER," "NONPROFIT MEDICAL MARIJUANA DISPENSARY" AND "QUALIFYING PATIENT" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2801.

**42-5452. Levy and rate of tax; effect of federal excise tax**

A. THERE IS LEVIED AND THE DEPARTMENT SHALL COLLECT AN EXCISE TAX ON ALL MARIJUANA AND MARIJUANA PRODUCTS SOLD TO A CONSUMER BY A MARIJUANA ESTABLISHMENT AT A RATE OF SIXTEEN PERCENT OF THE PRICE OF THE MARIJUANA OR MARIJUANA PRODUCT SOLD. THIS SUBSECTION DOES NOT APPLY TO MARIJUANA DISPENSED TO A REGISTERED QUALIFYING PATIENT OR REGISTERED DESIGNATED CAREGIVER PURSUANT TO TITLE 36, CHAPTER 28.1 BY A DUAL LICENSEE OR NONPROFIT MEDICAL MARIJUANA DISPENSARY.

B. IF THE UNITED STATES LEVIES AND COLLECTS AN EXCISE TAX ON MARIJUANA AND MARIJUANA PRODUCTS, THE AGGREGATE OF FEDERAL AND STATE EXCISE TAXES MAY NOT EXCEED A RATE OF THIRTY PERCENT OF THE PRICE OF THE MARIJUANA OR MARIJUANA PRODUCT SOLD, AND THE TAX LEVIED PURSUANT TO SUBSECTION A OF THIS SECTION SHALL BE LOWERED ACCORDINGLY AND AUTOMATICALLY ON THE EFFECTIVE DATE OF THE FEDERAL EXCISE TAX.

C. A PRODUCT SUBJECT TO THE TAX IMPOSED BY THIS SECTION MAY NOT BE BUNDLED WITH A PRODUCT OR SERVICE THAT IS NOT SUBJECT TO THE TAX IMPOSED BY THIS SECTION.

D. THE TAX LEVIED AND COLLECTED PURSUANT TO THIS SECTION SHALL NOT BE INCLUDED IN COMPUTING THE TAX BASE, GROSS PROCEEDS OF SALES OR GROSS INCOME OF A MARIJUANA ESTABLISHMENT

FOR PURPOSES OF TITLE 42, CHAPTERS 5 AND 6, AND IS NOT SUBJECT TO ANY TRANSACTION PRIVILEGE, SALES, USE OR OTHER SIMILAR TAX LEVIED BY A COUNTY, CITY, TOWN OR SPECIAL TAXING DISTRICT.

E. NOTWITHSTANDING SECTION 42-3102, THE DEPARTMENT SHALL DEPOSIT ALL MONIES LEVIED AND COLLECTED PURSUANT TO THIS SECTION IN THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

**42-5453. Return statement and payment by marijuana establishment; penalty; interest; rules; confidential information**

A. THE TAX IMPOSED BY THIS ARTICLE IS DUE AND PAYABLE, TOGETHER WITH A RETURN STATEMENT PRESCRIBED BY THE DEPARTMENT, FOR EACH MONTH ON OR BEFORE THE TWENTIETH DAY OF THE SUCCEEDING MONTH.

B. A MARIJUANA ESTABLISHMENT THAT FAILS TO PAY THE TAX IMPOSED BY THIS ARTICLE WITHIN TEN DAYS AFTER THE DATE THE PAYMENT IS DUE IS SUBJECT TO AND SHALL PAY A PENALTY DETERMINED UNDER SECTION 42-1125, PLUS INTEREST AT THE RATE DETERMINED PURSUANT TO SECTION 42-1123, FROM THE TIME THE TAX WAS DUE AND PAYABLE UNTIL PAID. THE DEPARTMENT MAY WAIVE ANY PENALTY OR INTEREST IF IT DETERMINES THAT THE MARIJUANA ESTABLISHMENT HAS MADE A GOOD FAITH ATTEMPT TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE.

C. THE MONTHLY RETURN STATEMENT PRESCRIBED BY THE DEPARTMENT SHALL INCLUDE AN ACCOUNTING OF THE QUANTITY OF MARIJUANA THAT IS SOLD BY A MARIJUANA ESTABLISHMENT THAT IS SUBJECT TO THE TAX IMPOSED BY THIS ARTICLE DURING THE TAX MONTH.

D. ALL PENALTIES AND INTEREST COLLECTED PURSUANT TO THIS SECTION SHALL BE DEPOSITED IN THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

E. THE DEPARTMENT MAY ADOPT RULES THAT ARE NECESSARY OR CONVENIENT TO ENFORCE THIS ARTICLE, EXCEPT THAT THOSE RULES THAT ARE NECESSARY OR CONVENIENT TO ENFORCE THIS ARTICLE, EXCEPT THAT THOSE RULES MAY NOT CONFLICT WITH TITLE 36, CHAPTER 28.2.

F. THE DEPARTMENT MAY SHARE CONFIDENTIAL INFORMATION AS DEFINED IN SECTION 42-2001 WITH THE DEPARTMENT OF HEALTH SERVICES FOR ITS USE IN DETERMINING WHETHER A MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY OR DUAL LICENSEE IS IN COMPLIANCE WITH TAX OBLIGATIONS UNDER THIS TITLE OR TITLE 43.

**Section 6.** Title 43, Chapter 1, article 1, Arizona Revised Statutes, is amended by adding Section 43-108 to read:

**43-108. Subtraction from gross income; ordinary and necessary expenses; marijuana establishments and marijuana testing facilities; definitions**

A. NOTWITHSTANDING ANY OTHER LAW, IN COMPUTING ARIZONA ADJUSTED GROSS INCOME OR ARIZONA TAXABLE INCOME FOR A TAXPAYER, ALL ORDINARY AND NECESSARY EXPENSES PAID OR INCURRED DURING THE TAXABLE YEAR IN CARRYING ON A TRADE OR BUSINESS AS A MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY, OR DUAL LICENSEE THAT ELECTS TO OPERATE ON A FOR-PROFIT BASIS PURSUANT TO TITLE 36, CHAPTER 28.2 SHALL BE SUBTRACTED FROM ARIZONA GROSS INCOME TO THE EXTENT NOT ALREADY EXCLUDED FROM ARIZONA GROSS INCOME.

B. FOR THE PURPOSES OF THIS SECTION, "DUAL LICENSEE," "MARIJUANA ESTABLISHMENT," AND "MARIJUANA TESTING FACILITY" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2850.

**Section 7. Voter Protection Act**

For the purposes of the Voter Protection Act, Ariz. Const. art. IV, pt. 1, § 1(6)(C), the People of the State of Arizona declare that the following acts of the Legislature would further the purpose of this act:

1. Enacting a per se law for the presumption of marijuana impairment based on the concentration of delta-9 tetrahydrocannabinol in a person's body when scientific research on the subject is conclusive and the National Highway Traffic Safety Administration recommends the adoption of such a law.

2. Reducing or eliminating any offense, offense level or penalty provided for in this act.

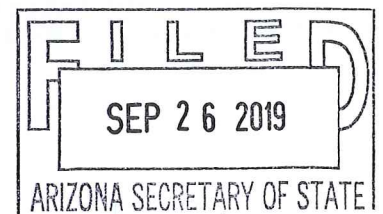
3. Increasing the amount of marijuana that a person may lawfully possess.

4. Amending the provisions of this act to align more closely with federal laws and regulations if marijuana is legalized or decriminalized by the federal government, but only if and to the extent that such federal laws and regulations are not more restrictive than the provisions of this act.

5. Amending the provisions of this act to align more closely with federal laws and regulations governing the possession, processing, cultivation, transport, or transfer of industrial hemp, but only if and to the extent that such federal laws and regulations are not more restrictive than the provisions of this act.

6. Increasing the number of marijuana establishment licenses by up to 10 percent in furtherance of the social equity ownership program established by this act.

7. Facilitating the expungement and sealing of records of arrests, charges, convictions, adjudications and sentences that were predicated on conduct made lawful by this act, including by automatic means, and otherwise preventing or mitigating prejudice to individuals whose arrests, charges, convictions, adjudications or sentences are expunged.



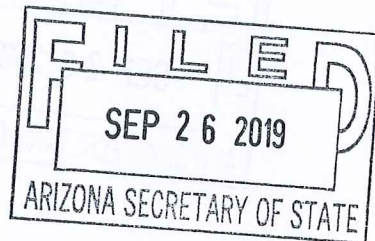
8. Amending the definition of "smoking" in this act to conform with the Smoke-Free Arizona Act if that act is amended to include the use of an electronic smoking device that creates an aerosol or vapor.

**Section 8.** Exemption from rulemaking

For the purposes of this act, and for sixty months after the effective date of this act, the department of revenue and the department of health services are exempt from (a) any executive order or other directive purporting to limit or restrict their ability to adopt new rules, and (b) the rulemaking requirements of title 41, chapters 6 and 6.1, Arizona Revised Statutes, except that each department shall provide the public with a reasonable opportunity to comment on proposed rules and shall publish otherwise exempted rules.

**Section 9.** Severability

If any provision of this act or its application to any person or circumstance is declared invalid by a court of competent jurisdiction, such invalidity does not affect other provisions or applications of this act that can be given effect without the invalid provision or application. The invalidated provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of this act and, to the fullest extent possible, the provisions of this act, including each portion of any section of this act containing any invalidated provision that is not itself invalid, shall be construed so as to give effect to the intent thereof.





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5. E.

**Meeting Date:** 02/24/2021

**Department Head:** Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

**Submitted By:** Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

**Action Requested:** Motion  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2155. A resolution of the Mayor and City Council of the City of San Luis, Arizona, setting the business license fee for marijuana businesses the same as is generally applicable to other businesses due to Arizona law changes under Proposition 207; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

### SUMMARY:

On November 3, 2020, the voters passed Proposition 207, now Arizona Revised Statutes Title 36, Chapter 28.2 titled "Responsible Adult Use of Marijuana." The new Arizona law legalizes non-medical marijuana and it became law by the Governor's proclamation on November 30, 2020.

The law includes A.R.S. § 36-2864(B) which states in part that cities

" . . . may not levy or collect additional taxes of any kind on the sale of marijuana or marijuana products and may not levy or collect any fees or assessments of any kind on the sale of marijuana or marijuana products or on the licensing, operations or activities of marijuana establishments or marijuana testing facilities, unless the fee or assessment is of general applicability to individuals or businesses that are not engaged in the sale of marijuana or marijuana products."

The new Arizona law has prohibited counties, cities and towns from imposing sales taxes on marijuana. The law has required that medical marijuana and non-medical marijuana businesses be treated the same.

This resolution sets the business license fee for all allowed marijuana businesses at \$100.00 which is the fee for most businesses under Resolution No. 600.

This resolution is effective retroactively to November 30, 2020, when Proposition 207 became law.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2155, AS PRESENTED.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** City  
**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):**

The fiscal impact will be dependent on the number of Medical and Adult Use Marijuana businesses that come to the City of San Luis. To date, the City of San Luis has had no marijuana related businesses, although there have been applicants.

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**Attachments**

Resolution No. 2155  
Res 1103 to Repeal  
Res 600 General BOP Fee \$100

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2155

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA SETTING THE BUSINESS LICENSE FEE FOR MARIJUANA BUSINESSES THE SAME AS IS GENERALLY APPLICABLE TO OTHER BUSINESSES DUE TO ARIZONA LAW CHANGES UNDER PROPOSITION 207; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, A.R.S. § 9-491 authorizes the City of San Luis to collect business license fees; and

**WHEREAS**, on November 3, 2020, the voters of Arizona passed Proposition 207, allowing for non-medical marijuana businesses.

**WHEREAS**, A.R.S. § 36-2864 allows cities to charge a fee on marijuana businesses if the fee is of general applicability to individuals or businesses that are not engaged in the sale of marijuana or marijuana products; and

**WHEREAS**, A.R.S. § 36-2857(C)(1) prohibits cities from enacting anything more restrictive to marijuana establishments (which sell and support non-medical marijuana sales) than a comparable ordinance, regulation or rule that apply to medical marijuana dispensaries and their cultivation sites.

**WHEREAS**, the purposes of this resolution are

- (1) to apply the business, occupational or professional licenses (“BOP licenses”) fee of general applicability to “marijuana establishments” (non-medical, adult use marijuana businesses) as defined under Proposition 207 (as codified in A.R.S. § 36-2850(18)); and
- (2) to apply the BOP licenses fee of general applicability to “medical marijuana dispensaries” and “medical marijuana dispensary offsite cultivation locations” as defined by San Luis City Code §110.11 and repeal the former fee set by Resolution No. 1103.

**WHEREAS**, Resolution No. 600 set the general BOP license fees at \$100.00 per year.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of San

Luis, Arizona:

**Section 1.** The business, occupational or professional license fee schedule (“BOP” license fee schedule) is amended for medical marijuana dispensaries and medical marijuana dispensary offsite cultivation locations as defined by City Code §110.11 and the fee is set by this resolution at \$100.00.

**Section 2.** The BOP license fee schedule is amended by adding marijuana establishments as defined by A.R.S. § 36-2850(18) and the fee for marijuana establishments is set by this resolution at \$100.00.

**Section 3.** This resolution is effective as of November 30, 2020 the date of the Governor’s Proclamation making Proposition 207 law.

**Section 4.** Resolution No. 1103 is specifically repealed, superseded and replaced by this resolution. Any other conflict between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis the conflicting provisions are repealed, superseded, and replaced, and the provisions of this resolution shall govern.

**Section 5.** If any section, subsection sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

**PASSED, ADOPTED and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this \_\_\_\_day of February 2021

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 1103

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE OCCUPATIONAL LICENSE TAX FEE SCHEDULE OF THE CITY OF SAN LUIS AND AMENDING RESOLUTION 910 PROVIDING FOR LICENSE TAX FEES FOR MEDICAL MARIJUANA DISPENSARIES; MEDICAL MARIJUANA DISPENSARY OFFSITE CULTIVATION LOCATIONS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING SEVERABILITY**

WHEREAS, the City of San Luis is authorized by A.R.S. § 9.491 to collect business license tax;

WHEREAS, the City of San Luis has provided that a business license tax may be imposed on non-profit “medical marijuana dispensaries” and non-profit “medical marijuana dispensary offsite cultivation location” under Chapter 110: Occupational Licenses and Miscellaneous Business Regulations, §110.03 of its City Code as amended by Ordinance Number 339;

WHEREAS, the City of San Luis has defined “medical marijuana dispensary” and “medical marijuana dispensary offsite cultivation location” under Chapter 110: Occupational Licenses and Miscellaneous Business Regulations, §110.11 of its City Code;

WHEREAS, the City of San Luis Occupational License Tax Fee Schedule to provide for license tax fees for medical marijuana dispensaries and medical marijuana dispensary offsite cultivation locations in 2010 with Resolution No. 910;

WHEREAS, Resolution No. 910 imposed an Occupational License Tax Fee of \$2,000 per year for medical marijuana dispensaries and \$2,000 per year for medical marijuana dispensary offsite cultivation locations;

WHEREAS, the proposed increase of the fees to \$10,000 per year for medical marijuana dispensaries and \$100,000 per year for medical marijuana dispensary offsite cultivation locations has been properly noticed under A.R.S. §9-499.15;

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

Section 1: The Occupational License Tax Schedule of the City of San Luis is hereby amended by changing the occupational license taxes as follows:


Medical Marijuana Dispensary:  
\$10,000.00 per year.

Medical Marijuana Dispensary Off-site Cultivation Location:  
\$100,000.00 per year to be paid in increments of \$25,000.00 quarterly on the first business day of January, April, July, and October

Section 2: In the event of a conflict between the provisions of this resolution and any other resolution, ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.


PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona,  
this 26th day of August, 2015.

  
\_\_\_\_\_  
Gerardo Sanchez, Mayor

ATTEST:

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
for City Attorney

WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK

OFFICIAL RECORDS OF  
YUMA COUNTY RECORDER  
SUSAN MARLER



**FEE #: 2005 - 27732**

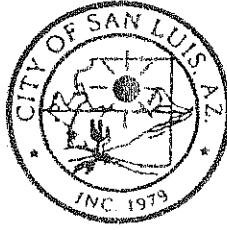
06/28/2005 11:47 PAGES: 0008  
FEES: 4.50 8.00 1.00 .00 .00  
REQ BY: CITY OF SAN LUIS  
REC BY: Johnna Erwin

The above area is to be reserved for recording information

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**CAPTION HEADING:**

**Resolution No. 600**



OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Resolution*

## *RESOLUTION NO. 600*

A RESOLUTION OF THE CITY OF SAN LUIS, ARIZONA  
ADOPTING A FEE SCHEDULE FOR OCCUPATIONAL LICENSES;  
REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING  
FOR SEVERABILITY

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

Section 1: The following fee schedule is hereby adopted as the Occupational License Fee Schedule of the City of San Luis:

Occupational License Tax Schedule.

A. Unless otherwise specified, all resident business and nonresident business merchants, retail, non-retail, or wholesale, shall pay an occupational license tax in the amount of \$100.00 per year.

B. The occupational license tax for the following specified businesses shall be:

Circus or ring shows, menageries or other like shows  
\$60 per day

Circus parades  
\$60 per day

Dance halls, public  
\$500.00

Exhibition promoter

\$250.00

Plus, for each participating itinerant merchant, per day  
\$25.00

Itinerant business per person selling  
\$100.00

**WHEN RECORDED MAIL TO:**  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK

Traveling store  
\$100.00

Secondary location license (per location)  
\$50

Street ballyhoos or advertising (by means of vehicles containing  
amplifiers or loudspeakers) on the public streets)  
\$75

Tent shows, tent theaters  
\$100

Theatrical road shows  
\$100

Carnival company

showing 5 exhibits or less  
\$1,000

each additional exhibit  
\$25

Abstract companies  
\$100

Advertising agencies  
\$100

Agents  
\$100

Auctioneers  
\$100

Motels and Hotels

Five rooms or less  
\$100

Each additional room  
\$25

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

Auto freight

Local transfer

\$250

Outside

\$500

Banks

\$1,000

Blacksmith, welding and repair

\$100

Bond and stock salesmen

\$100

Brokers

\$100

Building contractors

\$100

Contractors, other than building

\$100

Electric light companies (no merchandise)

\$150

Finance and small loan

\$1,000.00

Fortune Tellers and Palm Readers

\$2,000.00

Freight forwarders

\$100

Games (test of skill or strength, knife rack, cane rack, ring throwing, ball or marble machine, striking device or similar devices), each machine

\$25

Gas companies

\$150

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

Hypnotist  
\$500.00

Rooming, lodging or apartment houses

5 rooms but less than 15 rooms  
\$100

15 but less than 25 rooms  
\$175

25 but less than 50 rooms  
\$200

50 rooms or more  
\$300

Hucksters  
\$200

Ice cream manufacturing  
\$200

Ice dealers  
\$100

Ice Manufacturers

Except where conducted with cold storage  
\$150

Ice manufacturing and cold storage  
\$400

Libraries (rental)  
\$100

Manufacturer of soda or carbonated water  
\$200

Money Exchange Business  
\$1,000.00

Parking lots  
\$100

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

Pawnbrokers  
\$300

Peddlers  
\$200

Petroleum products  
\$300

Penny arcades  
\$200

Photographers  
\$100

Professionals and professional services  
\$100

Radio broadcasting  
\$100

Real estate brokers  
\$100

Sale of alcoholic beverages for offsite or onsite consumption  
\$300

Sewing machine agencies  
\$100

Shooting galleries  
\$200

Skating rinks  
\$500

Swap meet  
\$250

Telegraph companies (on intrastate business)  
\$150

Telephone companies (on intrastate business)  
\$150

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

Theaters, except motion pictures  
\$500

Tin shops  
\$100

Undertakers  
\$200

Vending machines (merchandise and weighting), per machine  
\$20

Warehouse, storage  
\$200

Water companies or plants  
\$150

Water distributors  
\$100

Unspecified, when not in any of the above classifications  
\$100

Nonprofit organization:

Nonprofit resident businesses on their own developed property  
\$0

Secondary location license  
\$0 per event

Itinerant business associated with nonprofit resident business for fund raising purposes on nonprofit's developed property (separate license required for itinerant)  
\$0

Nonprofit itinerant business  
\$0 per day

Exceptions. Sales of specific products associated with significant community holidays or events. The following events, sales periods, and authorized products are included in this exception:

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**

(1) Halloween: Sales allowed between October 15th and November 5th inclusive. Products authorized: Pumpkins and related Halloween accessories. The occupation license tax is \$25 per the stated period,

(2) Christmas: Sales allowed between November 25th and December 25th, inclusive. Products authorized: Christmas trees. The occupation license tax is \$25 per the stated period.

Amendment to existing business license  
\$15 per amendment


Section 2: In the event of a conflict between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

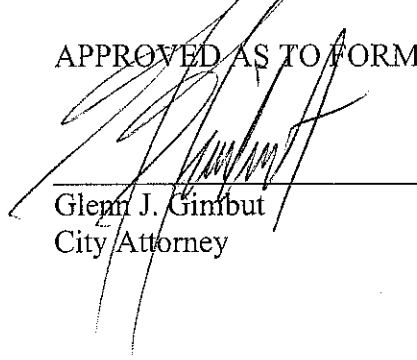
PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 27<sup>th</sup> day of April, 2005.

  
\_\_\_\_\_  
Guillermina Fuentes, Mayor

ATTEST:

  
\_\_\_\_\_  
Rosalicia Cordova, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Glenn J. Gimbut  
City Attorney

**WHEN RECORDED MAIL TO:  
CITY OF SAN LUIS  
P.O. BOX 1170  
SAN LUIS, AZ 85349  
ATTN: CITY CLERK**