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 6:00 p.m., Wednesday, January 10, 2024. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment or 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 6:00 p.m., el día Miercoles, 10 de Enero del 2024. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 10, 2024
6:00 p.m.

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

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. CALL TO THE PUBLIC

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

5. PROCLAMATION/PRESENTATIONS

5. A. Proclamation - National Human Trafficking Awareness and Prevention Month January 2024

5. B. Presentation on the Mid-Year Report Fiscal Year 2023 Economic Impact Accomplishments by Small Business Development Center at Arizona Western College. **(Crystal Mendoza, Director of the Small Business Development Center at Arizona Western College)**

5. C. Presentation of the 2024 State Legislative agenda and priorities for the City of San Luis. **(Jesus Armando Esparza, Director of Economic Development)**

5. D. Presentation of Yuma County Chamber of Commerce's Member of the Month (December 2023) Recognition for the City of San Luis. **(Jesus Armando Esparza, Director of Economic Development)**

6. 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.

6. A. MINUTES OF

- Special Council meeting held November 21, 2023
- Regular Council meeting held December 13, 2023

6. B. DISBURSEMENTS FROM NOVEMBER 30, 2023 TO DECEMBER 29, 2023

Total $3,313,633.44
(Three Million, Three Hundred Thirteen Thousand, Six Hundred Thirty-Three Dollars and Forty-Four Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the transfer of funds for building maintenance for the San Luis Police Department. **(Nigel Reynoso, Acting Chief of Police)**

7. B. Discussion and possible action on any and all matters regarding a contract with PACE Advance Water Engineering to provide professional engineering services for the SCADA (Supervisory Control & Data Acquisition) assessment of the Water and Wastewater systems. **(Manuel Hernandez, Assistant Director of Public Works)**

7. C. Discussion and possible action on any and all matters regarding Resolution No. 2299. A Resolution of the Mayor and Council of the City of San Luis, Arizona, adopting an Intergovernmental Agreement with the Arizona Department of Transportation for the construction of the US 95 raised median utilizing federal funds; repealing any conflicting provisions; and providing for severability. **(Eulogio Vera, Director of Public Works)**

7. D. Discussion and possible action on any and all matters regarding Resolution No. 2300. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement with the Arizona Department of Homeland Security to participate in the Statewide Cyber Readiness Program; repealing conflicting provisions; and providing for severability. **(Derek Dueñas, IT Manager)**

7. E. Discussion and possible action on any and all matters regarding Resolution No. 2301. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, amending section HR-4-03(A) of the City of San Luis Personnel Policies relating to Native American Heritage Day holiday observance the day after Thanksgiving; repealing conflicting provisions; and providing for severability. **(Jenny Torres, Acting City Manager)**

7. F. Discussion and possible action on any and all matters regarding Order No. 2024-01. An order of the Mayor and City Council of the City of San Luis, Arizona, opting for disbursements of all present and future settlement funds from Yuma County from settlement money in the case titled, In re National Prescription OpiateLitigation: repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

7. G. Discussion and possible action on any and all matters regarding adopting a Notice of Intention to adopt new and amend Permits and Application Fees for Development Services and Public Works Departments. **(Jose A. Guzman, Director of Development Services and Eulogio Vera, Director of Public Works)**

7. H. Discussion and possible action on any and all matters regarding the TischlerBise Proposal for Development Fee Study under A.R.S. §9-463.05. **(Jose A. Guzman, Director of Development Services)**

8. BOARD OF ADJUSTMENT
Vote to Adjourn as City Council and Convene as Board of Adjustment

8. A. Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2023-0632. A request by Rafael Sanchez Jr and Ana Sanchez, owners, for a Variance from the City of San Luis Zoning Ordinance Section 18.70.100 (A) to increase the permitted wall height within the required front yard setback on the property located at 1960 E. Lopez Street in San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

A. Open Public Hearing
   1. Presentation by staff and/or applicant
   2. Call to the public on this item
B. Close Public Hearing
C. Action on Variance Case No. 2023-0632

9. CITY COUNCIL
Vote to Adjourn as Board of Adjustment and Convene as City Council

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

11. EXECUTIVE SESSION
Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03.A.1.

11. A. Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03 (A), subsections (1), (3), and (4) on any and all matters relating to the position of Chief of Police and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of Chief of Police, and consultation with the attorney or attorneys of the city regarding the same. **(Jenny Torres, Acting City Manager and Kay Marion Macuil, City Attorney)**

12. MOTION TO GO BACK INTO REGULAR SESSION

13. DISCUSSION AND POSSIBLE ACTION ITEM:

13. A. Discussion and possible action on any and all matters regarding the appointment of a Chief of Police. **(Jenny Torres, Acting City Manager)**

14. ADJOURNMENT

PROCLAMATION

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

Meeting Date: 01/10/2024

Title:

Proclamation - National Human Trafficking Awareness and Prevention Month January 2024

Attachments

Proclamation

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NATIONAL HUMAN TRAFFICKING AWARENESS AND PREVENTION MONTH
January 2024

Whereas, human trafficking is a global plague that impacts millions of people each year, including tens of thousands of Americans; and

Whereas, the United States ranks as one of the worst countries globally for human trafficking; and

Whereas, Arizona ranks in the top 15 states with the highest rates of human trafficking per capita; and

Whereas, human trafficking impacts people across all demographics and ages, including teenagers and children; and,

Whereas, the battle against human trafficking includes supporting efforts in schools, churches, non-profits, law enforcement and businesses to prevent human trafficking; intervene, disrupt and dismantle human trafficking syndicates; and provide resources to and support for victims of human trafficking; and

Whereas, the City of San Luis joins schools, churches, non-profit organizations, law enforcement, federal and state coalitions and the notinourcity.org, movement in our commitment to increase public awareness of the human trafficking epidemic that impacts our community, state, nation and world; and

Whereas, the City of San Luis is striving to become a place where human trafficking does not exist, where people have opportunities available to them, and where all people are treated as fully human and worthy of a supportive community and freedom.

NOW THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, hereby proclaim January 2024 as **"Human Trafficking Awareness and Prevention Month"** in San Luis, Arizona.

DATED this **10th** day of **January 2024**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PRESENTATION

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

Meeting Date: 01/10/2024

Submitted By: Sonia Cornelio, City Clerk's Office

Presentation Topic/Summary:

Presentation on the Mid-Year Report Fiscal Year 2023 Economic Impact Accomplishments by Small Business Development Center at Arizona Western College. **(Crystal Mendoza, Director of the Small Business Development Center at Arizona Western College)**

Attachments

PowerPoint Presentation

SMALL BUSINESS DEVELOPMENT CENTER FY 2023 Economic Impact Accomplishments & Ask



Speaker: Crystal Mendoza

MBA - Emphasis in Public Management

Director of the Small Business Development Center at AWC

Who we are

The AZSBDC Network works to help launch, grow and sustain small businesses in Arizona. We are Arizona's largest most comprehensive and accessible statewide source of assistance for small businesses in every stage of development.

SBDC-AWC OPEN COUNSELING SESSIONS @ LOCAL LIBRARIES

SCAN THE QR CODE TO REQUEST AN APPOINTMENT

- Yuma Main Library: 2 times a month - Tuesdays 1 PM-3 PM
- Somerton City Hall: Second Wednesday of every Month 1 PM-4 PM
- Wellton Library: Third Wednesday of every month 1 PM-3 PM
- San Luis Library: 2 times a month - Thursdays 1 PM-3 PM
- AWC Main Campus Library – First Wednesday of the month 9 am-11 am (School in session)
- AWC Parker Campus – May 25, Aug 24, Nov 9 from 1-3PM
- Quechan Indian Tribe – 2nd Thursday of every month 1PM – 3PM

FY 2023 Workshops Provided

- Marketing: Take Your Business To the Next Level
- LoanReady
- Mi Negocio en Google Incluye lo Basico de Paginas Web y Redes Sociales
- QuickBooks - Overview
- Small Business Start-up Licensing
- San Luis Business Incubator Entrepreneurship program and Presentations from Tenants and Students from Equal Opportunity

FY 2024 Upcoming Topics

- Bookkeeping/ Admin
- Small Business Development Fair
- Sharing Resources from AZ@Work
- Prepare for Retirement, SS, and Medicare Contributions
- Mi Negocio en Google
- Buy Local Campaign

AMERICA'S SBDC ARIZONA Arizona Western College

SBA U.S. Small Business Administration

ARIZONA COMMERCE AUTHORITY

ARIZONA WESTERN ENTREPRENEURIAL COLLEGE

***Not allowed to provide legal or tax assistance**











VISITING LOCAL SAN LUIS BUSINESSES









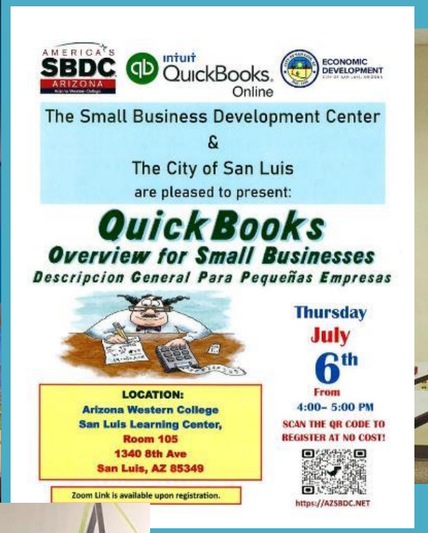



Council Chamb
Sala Del Cabildo
POR FAVOR
Compra Local


AMERICA'S SBDC ARIZONA
startup unidos
ECONOMIC DEVELOPMENT
The Small Business Development Center
& the City of San Luis
are pleased to present:
Marketing
Mi Negocio en Google
Básicos de Páginas Web y Redes Sociales
May
18th
3:30- 4:30 p.m.
SCAN THE QR CODE TO REGISTER AT NO COST!
San Luis Library
Room A
1075 6th Avenue, San Luis, AZ 85349
For businesses that can't attend Zoom Link is available upon registration.
https://AZSBDC.NET


San Luis
POR FAVOR
Compra Local


aea Federal Credit Union
JESUS SERVIN
Branch Manager


AMERICA'S SBDC ARIZONA
intuit QuickBooks Online
ECONOMIC DEVELOPMENT
The Small Business Development Center
&
The City of San Luis
are pleased to present:
QuickBooks
Overview for Small Businesses
Descripcion General Para Pequeñas Empresas
Thursday
July
6th
From
4:00- 5:00 PM
SCAN THE QR CODE TO REGISTER AT NO COST!
LOCATION:
Arizona Western College
San Luis Learning Center,
Room 105
1340 8th Ave
San Luis, AZ 85349
Zoom Link is available upon registration.
https://AZSBDC.NET


AMERICA'S SBDC ARIZONA


ECONOMIC DEVELOPMENT
PPEP Microbusiness & Housing Development Corporation
THE SMALL BUSINESS DEVELOPMENT CENTER, PPEP MICROBUSINESS AND HOUSING DEVELOPMENT CORPORATION (PMHDC) & THE CITY OF SAN LUIS ARE PLEASED TO PRESENT:
LoanReady
WORKSHOP
LOCATION
AWC SAN LUIS LEARNING CENTER ROOM #101
1340 8TH AVE, SAN LUIS, AZ 85349
DATE
THURSDAY,
OCTOBER 26, 2023.
TIME
3:30 PM TO 4:30 PM
LINK ZOOM UPON REGISTRATION
NO COST WORKSHOP
AMERICA'S SBDC ARIZONA
SCAN THE QR TO REGISTER OR VISIT
WWW.AWC.AZSBDC.NET


AMERICA'S SBDC ARIZONA
StartUp
Growth
Transition
#TEAMSBDC


Allo




VIVIR
NAIL & SPA
Allo


San Luis City Hall
POR FAVOR
Compra Local





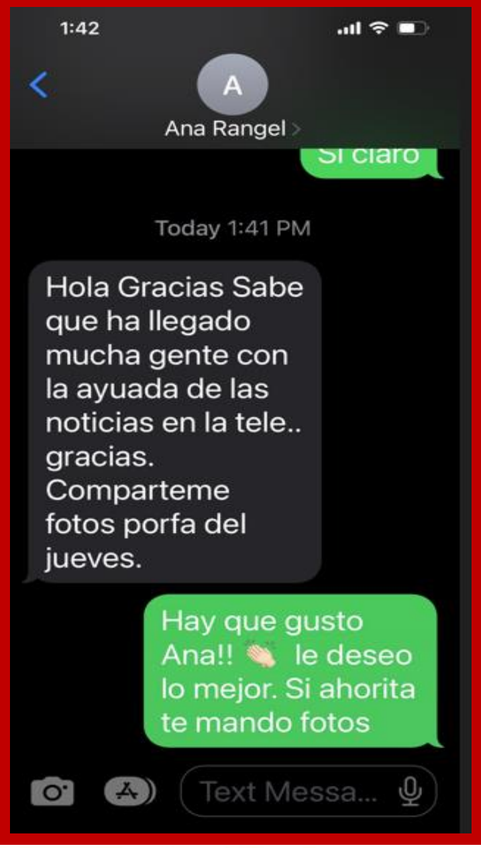





POR FAVOR
Compra Local









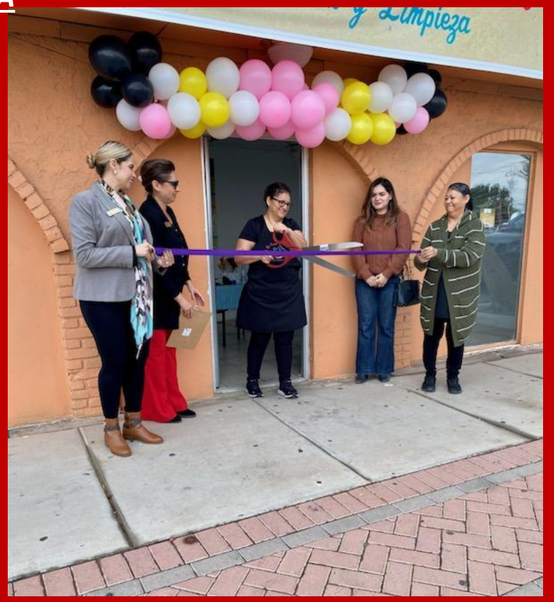
Local business holds ribbon-cutting ceremony - KYMA











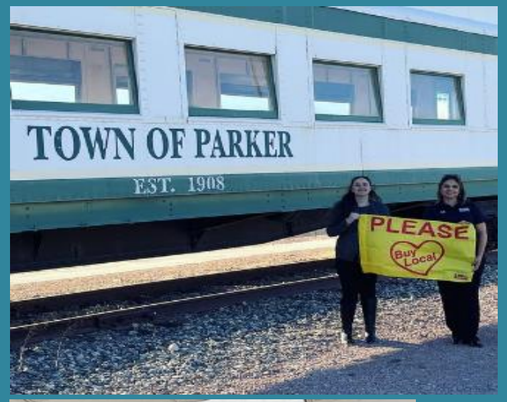
New tamale shop opens in Somerton - KYMA


PackRats' Mail -n - morE
PLEASE
Buy Local
MEXICAN DINING
OPEN
WELLTON MINI MART
Papa Murphy's
TAKE 'N' BAKE PIZZA
Wellton Metal Buildings & Components
Garage - Carport - RV Shade - Storage
(928)247-6444
PIC•COLLAGE


The Peanut Patch
PLEASE
Buy Local


Sauce.com
FREE SAMPLE
PLEASE
Buy Local


#BuyInSomerton
PLEASE
POR FAVOR
BOBA
ASADERO CAMPOS
BARBER SHOP
AMERICA'S SBDC ARIZONA
Buy Local
PLEASE


TOWN OF PARKER
EST. 1908
PLEASE
Buy Local


CHICANOS POR LA CAUSA


YUMA COUNTY LIBRARY DISTRICT
PLEASE
Buy Local
SBDC


All you need is love new shoes!
POR FAVOR
Compra Local
SBDC

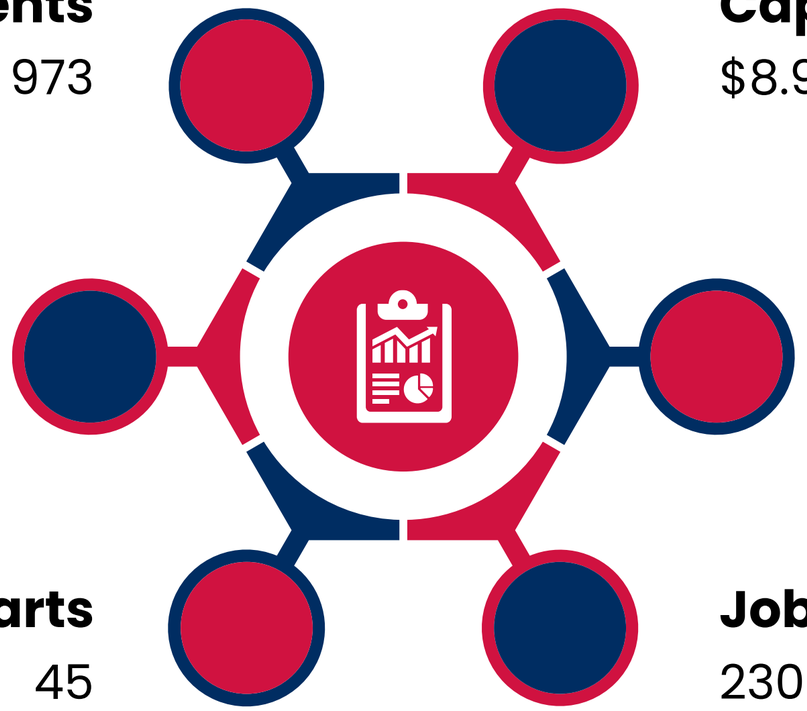

SBDC
YUMA
SHOP SMALL
SHOP SMALL
SHOP SMALL


FLAUTAS
EL BUEN TAQUITO
HORARIO
2:00PM - 10:00PM
POR FAVOR
Compra Local
SBDC

AWC SBDC Economic Impact
October 2022–September 2023

Total Clients
973

Capital Formation
$8.9 Million



Sales Growth
$17.4 Million

Jobs Created
246

Business Starts
45

Jobs Retained
230

AMERICA'S SBDC ARIZONA
Arizona Western College

SBA
U.S. Small Business Administration

ARIZONA COMMERCE AUTHORITY

ARIZONA WESTERN ENTREPRENEURIAL COLLEGE

AWC SBDC Economic Impact
JULY 2023–JUNE 2024

GOALS	ACCOMPLISHMENTS
Business Starts: 3	Business Created: 1
Capital Formation: $433,682	Capital Formation: $135,597
Jobs Created: 18	Jobs Created: 11
Jobs Retained: 13	Jobs Retained: 11
Sales Growth: $600,000	Sales Growth: $335,200
Customer Count: 60	Customer Count: 27

AMERICA'S SBDC ARIZONA Arizona Western College

SBA U.S. Small Business Administration

ARIZONA COMMERCE AUTHORITY

ARIZONA WESTERN ENTREPRENEURIAL COLLEGE

SUPPORT SBDC!

WITH A TAX-DEDUCTIBLE GIFT OF SUPPORT

On average, each dollar spent on Arizona Small Business Development Centers like ours and businesses that receive support, increases sales by $18, access to $14 in new capital and creates or retains 6 jobs on every working day!

The AWC Foundation is a 501 (c)3 nonprofit organization. Federal Tax ID# 86-6051919

Location	Population	2023-2024 Ask	2023-2024 Approved	2024 – 2025 Ask
San Luis	36074	$ 13,630.00	$ 13,630.00	$ 18,037.00
Somerton	14651	$ 5,860.40	$ -	$ 7,325.50
Wellton	2549	$ 1,020.00	$ 1,020.00	$ 1,274.50
Yuma	99600	$ 39,840.00	$ -	$ 49,800.00
Yuma County	57046	$ 22,818.40	$ 22,818.40	$ 28,523.00
Total	**209920**	**$ 83,168.80**	**$37,468.40**	**$ 104,960.00**

Salaries & Fringe Benefits	**$ 291,819.10**
Small Business Administration	**$ 110,000.00**
Host Cash Match - AWC	**$ 110,000.00**
Arizona Commerce Authority	**$ 32,000.00**
AHEAD Grant	**$ 50,000.00**
	$ 302,000.00

Population per July 1, 2022 Estimates (Per AZ Office of Economic Opportunity)

Questions?

Arizona Western College - Small Business Development Center

@SBDCAWC

@SBDCAWC



PRESENTATION

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

Meeting Date: 01/10/2024

Submitted By: Jesus Armando Esparza, Administration, Economic Development

Presentation Topic/Summary:

Presentation of the 2024 State Legislative agenda and priorities for the City of San Luis. **(Jesus Armando Esparza, Director of Economic Development)**

Attachments

Presentation - San Luis Legislative Agenda

2024 Legislative Agenda

CITY OF SAN LUIS ARIZONA

2024 State Legislative Agenda

San Luis Council Meeting – January 10th , 2024

2024 Legislative Session

- Second Regular Session of the 56th Arizona Legislature
  - Convened on Monday, January 8, 2024
- Republican Majority
  - Senate: 16 Republicans, 14 Democrats
  - House: 31 Republicans, 29 Democrats
- San Luis' Legislative District – 23rd
  - Senate: 1 Democrat
  - House: 1 Democrat and 1 Republican

Legislative Outreach

- Meet with Legislators over the session
- Plan and organize the council's interaction and relationship-building
- Conceptualize and present how legislation affects City of San Luis
- Legislative Visit: March 2023 (exact date TBD)

Major Themes

- FY 2024 Budget Shortfall
- FY 2025 Budget
- Land Use Planning
- Affordable Housing
- Homelessness

Legislative Priorities

Fiscal Sustainability

- Protection of state-shared revenue
- Full funding of existing revenue streams
- Preservation of local taxing authority
- Oppose unfunded mandates

Economic Development

- Local authority to execute economic development projects
- Maintain and enhance current economic development tools

Legislative Priorities

Land Use Planning

- Maintain local authority

Neighborhoods

- Preserve and enhance the quality of life in neighborhoods

Public Safety

- Preserve and enhance the ability to strategically plan for and respond to emergencies

Transportation

- Encourage additional tools to provide for transportation improvements

Water

- Ensure the wise use of natural resources

Legislative Resources

- Government Affairs Website: https://www.sanluisaz.gov/1591/Government-Affairs
- Find State Legislator and Congressman information
- Contact information for Legislators
- State Legislative Agenda
- Staff contact information for resident support

CITY OF SAN LUIS ARIZONA

Questions/Comments

San Luis Council Meeting – January 10th , 2024

The San Luis City Council urges the State Legislature to:

- Preserve and enhance the city's ability to deliver quality and cost-effective services to San Luis' citizens and visitors.
- Preserve and enhance the City Council's ability to serve San Luis' residents by retaining local decision-making authority and maintaining state legislative and voter commitments for revenue sources.

MUNICIPAL LEGISLATIVE PRIORITIES

FISCAL SUSTAINABILITY

Preservation of State Shared Revenue

The city supports the retention of state-shared sales and income tax revenues at the 18% distribution level and opposes any reduction or cap in state-shared revenues, either directly or through the creation of exemptions unless equal revenue sources are made available.

Maintaining Revenue Streams/Directed Funding Sources

The city supports the full disbursement levels of existing revenue streams including the Heritage Fund, the Highway User Revenue Fund (HURF), and the Vehicle License Tax (VLT). The city opposes diversions of these funds by the Legislature.

Preservation of Local Taxing Authority

The city supports the retention of local taxing authority and the maintenance of fiscally balanced revenue sources. In addition, the city advocates for its right to establish and modify local taxes, fees, and assessments as necessary to address the unique needs and priorities of the community.

Unfunded Mandates

The city opposes unfunded state mandates placed on local jurisdictions and encourages the legislature to evaluate the fiscal impact such mandates will have on communities before considering the issue.

ECONOMIC DEVELOPMENT

The city opposes any attempt to limit local control or limit the ability to execute economic development projects and supports any effort to enhance the range of economic development mechanisms at a municipality's disposal.

Support efforts that enhance San Luis' economic competitiveness and the diversification of economic development tools.

LAND USE PLANNING

The city supports maintaining local authority in land use planning issues supports legislative efforts that promote more orderly growth and opposes efforts that impede growth management, including the preservation of local authority to set land use policies and support for citizen involvement in the planning and zoning process.

NEIGHBORHOODS

The city supports initiatives to preserve and enhance the quality of life in neighborhoods and protect the rights of citizens to actively engage in the development of public policy.

PUBLIC SAFETY

The city supports initiatives to preserve and enhance the ability of local governments to strategically plan for and respond to emergencies.

TRANSPORTATION

The city supports regional coordination in transportation planning but opposes efforts that limit local control in the transportation decision-making process. Furthermore, the council supports efforts that grant cities and towns the additional ability to provide for transportation improvements.

WATER/ENVIRONMENTAL RESOURCES

The city supports efforts that ensure the wise use of natural resources and promotes environmentally sensitive and sustainable development.

Contact Information:
Armando Esparza
Director of Economic Development and Government Affairs
aesparza@sanluisaz.gov
928-341-8584

PRESENTATION

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

Meeting Date: 01/10/2024

Submitted By: Jesus Armando Esparza, Administration, Economic Development

Presentation Topic/Summary:

Presentation of Yuma County Chamber of Commerce's Member of the Month (December 2023) Recognition for the City of San Luis. **(Jesus Armando Esparza, Director of Economic Development)**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**

Meeting Date: 01/10/2024

Summary

MINUTES OF

- Special Council meeting held November 21, 2023
- Regular Council meeting held December 13, 2023

Attachments

11/21/2023 SCM

12/13/2023 RCM

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 21, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Special City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya – arrived at 6:04 pm
Council Member Matias Rosales
Council Member Gloria Torres
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Antonio Maldonado, Video Production Specialist
Armando Esparza, Director of Economic Development
Domingo Sosa, Graphics and Media Specialist
Edgar Juarez, Facilities Project Coordinator
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jorge Perez, Assistant Director of Public Works
Manuel Hernandez, Acting Assistant Director of Public Works
Miguel Ramirez, Finance Accounting Manager
Nigel Reynoso, Acting Chief of Police
Roula Encinas, Finance Operations Manager
Ruben Lopez, I.T. Technician
Yolanda Dueñas, Facilities Supervisor
Alberto Leon, Resident
Buna George, Greater Yuma Port Authority
Lucky Hoyos, Resident
Manny Figueroa, Former Magistrate for City of Somerton
Mark Concha, Resident
Jacob Miller, Pastor – Church for the City
Rafael Torres, Resident

2. PLEDGE OF ALLEGIANCE

Vice Mayor Luis E. Cabrera led the Pledge of Allegiance.

3. INVOCATION

Mr. Jacob Miller – Pastor Church for the City led the invocation.

4. CALL TO THE PUBLIC

Mayor Nieves Riedel acknowledged Mr. Manuel Figueroa, former Municipal Magistrate for the City of Somerton, presence.

Mr. Christian Espinoza, 1021 N. Beach Street, San Luis, AZ, commented that he is there on behalf of his neighborhood due to the notice of traffic control change and the idea of modifying the way traffic flows in that area. He added that most residents in that neighborhood are upset about this change and unfortunately were not able to be present due to medical conditions. Most of his neighbors are of the third age and a few times they have had situations where the ambulance has been called and they have a certain route they come this neighborhood through. With this new change, they are now forced to put someone else's life on the line regarding something that was never broken but yet the city is trying to fix. With the flow of traffic that the city is putting on to them, it will increase the stress in seconds. It does not make sense to re-route something that has perfectly worked.

Ms. Ofelia, 1048 N. Beach Street, San Luis, AZ, proposed that the street be widened to implement the traffic control change in her neighborhood.

Mayor Nieves Riedel asked her to talk to Mr. Eulogio Vera, Director of Public Works and Engineer, who can provide an explanation for the change.

5. PROCLAMATION

5. A. Dia Del Campesino December 1, 2023

Mrs. Sonia Cornelio, City Clerk, read the proclamation by title only.

6. CONSENT AGENDA

6. A. MINUTES OF
- October 11, 2023 Regular Council meeting
- October 25, 2023 Regular Council meeting

6. B. DISBURSEMENTS FROM NOVEMBER 2, 2023 TO NOVEMBER 14, 2023
Total $1,077,534.59
(One Million, Seventy-Seven Thousand, Five Hundred, Thirty-Four Dollars and Fifty-Nine Cents)

Council Member Maria Cecilia Cruz stated she would like to add to the Minutes of the Regular Council meeting of October 25, 2023, under Summary of Current Events. She would like to add that some of the staff was present during the YMPO RTO's Summit. Those present were Mr. Eulogio Vera, Director of Public Works, and Mr. Manuel Hernandez, Acting Assistant Director of Public Works, and other city staff. On the 7th Annual Mayor's Bike Ride she did not mention that her colleagues were present, Council Member Matias Rosales and Council Member Tadeo Azael De La Hoya.

MOTION: Council Member Gloria Torres/Council Member Javier Vargas to approve the Consent Agenda with the additions as mentioned. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding consulting services to conduct a Base Compensation Study. (Adela Cortez, Director of Human Resources)

Ms. Adela Cortez, Director of Human Resources, explained that staff is seeking approval for a transfer of funds to be able to conduct a base compensation study for employees. The last study was conducted in 2018 and during these five (5) years some positions have been studied, but it is necessary to perform a full review of all classifications. Research of vendors was conducted and three (3) responded. The vendor that provided the best proposal in terms of time frame and cost is Public Sector Personnel Consultants. This item was not budgeted in the General Fund and has been reviewed with the Finance Department and there is money allocated in a different fund that are not going to be used that could be transferred.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve the transfer of funds in the amount of $33,000.00 from money budgeted for a potential Community Development Block Grant, which was not awarded to San Luis this year, to the Human Resources Department Contractual Services Account to pay for a base compensation study. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding authorization for employees' Cost of Living Adjustment (COLA) for FY 2023-2024. (Roula Encinas, Finance Operations Manager)

Ms. Roula Encina, Finance Operations Manager, stated that at the beginning of the year, the city provided salary adjustments for all employees. The city could not bring all employees to their target salary based on budget constraints. In addition, the wages targeted do not reflect the current market and the unprecedented inflation being faced. The salary study staff implemented is dated from 2018, and the minimum wage has increased every year.

Moreover, the minimum salary will increase by 3.5% in January 2024, creating a salary compression issue in the salary structure of the city. To address this issue, a new base compensation study will be conducted. Unfortunately, these types of studies take time to complete and implement. In the meantime, the city is struggling with retention and hiring due to competitive pay.

For these reasons, to provide an incentive for employees and bring them closer to what the real market is, staff is recommending a one (1) time COLA adjustment of $1,000.00 for full-time employees and $500.00 for part-time employees so that the employees can take home close to $720.00 for full-time employees and $420.00 for part-time employees, after payroll deductions. A mid-salary budget review was performed, concluding that there is budget capacity due to vacancies that staff has been unable to fill. Staff is requesting for the City Council to approve the salary re-classification to the different departments that were approved on July 2023, at the beginning of the fiscal year and to approve a one (1) time COLA adjustment.

Council Member Tadeo Azael De La Hoya asked if the city could give the employees the full amount, the $1,000.00 and $500.00 and take care of the payroll deductions through their W2’s?

Ms. Encinas responded that staff would need to increase the amount and the taxes are different for each employee and cannot estimate how much each employee is paying on the taxes and another salary analysis will need to be conducted. The estimated current salary analysis for the one (1) time COLA adjustment is $310,000.00 plus benefits.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Gloria Torres to approve a one (1) time COLA for the classified and contracted employees as presented, direct staff to complete budget transfers and allocate funds from salary adjustments budget. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Continental Flooring Company for the Cesar Chavez Cultural Center Floor Replacement Project. (Edgar Juarez, Facilities Project Coordinator)

Mr. Edgar Juarez, Facilities Project Coordinator, mentioned that the Division of Facilities is seeking Council approval for accepting and awarding a construction contract to Continental Flooring Company, for the Cultural Center Floor Replacement Project. Continental Flooring Company ranked highest in accordance with the Request for Proposal Documents, and they submitted the most responsible bid.

The project consists of removing existing flooring, surface preparation, and installation of new vinyl composite tile (VCT) in the Cesar Chavez Cultural Center in the following areas: auditorium, audio room, lobby, hallway, offices and the janitorial room. In addition, stage flooring will be replaced by hardwood flooring. The Cultural Center is in need of floor replacement since the current floor has deteriorated over time and has served its life expectancy. It will have a five-year warranty and with its proper maintenance, it should last another 15-20 years.

The Facilities Division is seeking Council approval of Construction Services from Continental Flooring Company and the contract for this project for the amount of $69,764.00 as permitted under the city's procurement code section 3.05.030 Bidding.

During the holidays the facility will be closed and the project will take place. The different activities will be relocated to a different facility in the meantime.

MOTION: Council Member Gloria Torres/Council Member Maria Cecilia Cruz to award and approve the contract to Continental Flooring Company in an amount not to exceed $69,764.00 for the project presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding the removal of the appointed directors to the Greater Yuma Port Authority and the appointment of replacement directors. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, explained that the City of San Luis appoints two (2) potential representatives to the Greater Yuma Port Authority (GYPA). Council Member Matias Rosales has served two (2) terms and Mr. Frank Rascon has been there for eight (8) years. He has served and represented the city for many years. Council Member Matias Rosales' term will end in December 2024. Staff is recommending having another elected official serve on the Board of GYPA for continuity and succession planning. Mayor Nieves Riedel has agreed to serve on the Board of GYPA if the City Council so desires.

Mayor Nieves Riedel commented that Council Member Matias Rosales will run for a position at state level and she will be privileged to shadow Council Member Matias Rosales.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to remove Greater Yuma Port Authority Board Director Frank Rascon from the Greater Yuma Port Authority Board. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to appoint Mayor Nieves Riedel to the Greater Yuma Port Authority Board as a Director. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. E. Discussion and possible action on any and all matters regarding authorizing outside counsel to initiate litigation regarding a solid waste truck that the city purchased but has not been in working order. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that there is a trash truck the city purchased and it did not make through an entire route before there were problems with the lift. The company did not do what it should have to take care of the situation, therefore it was submitted to an attorney and at this point the attorney would like to proceed to litigation. This vehicle was nearly half a million dollars.

Council Member Tadeo Azael De La Hoya asked if the company is refusing to fix it or are they being unresponsive or what is the reason to hire a $375.00 an hour attorney?

Mr. Manuel Hernandez, Acting Assistant Director of Public Works, responded that the Dennis Eagle Spartan side loader solid waste truck began to have problems when staff first received it, it ran less than a nine (9) hour route and could not complete an entire route. It has been in and out of repairs, and the Public Works Department does not feel confident that this is a good company to work with, therefore staff has asked the Legal Department to support them with litigation. When the truck was delivered to the city, it was sent back almost immediately, then they sent it back to the city. The truck tried to run for an entire route and did not work and was sent back; the vendor has had it longer than the city has had it for. Finally, they dropped it off in the middle of the night, threw the keys at one of the employees and said it was a delivery. Staff has tried to work with the vendor, but it has not been successful. The truck was left there as advised by the Legal Department.

Ms. Macuil added that a demand letter was mailed to the vendor via certified mail, without any response, there are emails and proof of phone calls as well. The outside attorney's costs will not probably go over $40,000.00 and has not billed the city yet.

Mayor Nieves Riedel commented that the city should also go after attorneys' fees as the residents have paid the price as they are paying for the service.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to authorize William Richardson, under the terms of his engagement letter, to represent and defend the City of San Luis, its officials and employees and prosecute any and all claims, counterclaims, or third-party complaints against any person or entity that owe either a duty or damages to the City of San Luis arising out of the purchase or repairs to the 2021 Dennis Eagle Proview Solid Waste Truck describe in this agenda item. The motion passed with six (6) ayes and one (1) nay vote by Council Member Tadeo Azael De La Hoya.

Council Member Matias Rosales asked what is the reason the in-house Counsel is not doing this?

Ms. Macuil responded that in-house work is quite intense and she needs an assistant, she has not been able to hire one. Mr. Glenn Gimbut, Assistant City Attorney, is going down on his hours and is not able to keep on top of a litigation file.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Nay
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. F. Discussion and possible action on any and all matters regarding a contract for prosecutor services through an independent contractor. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that Ms. Heather Vinci, a local attorney, has been covering the prosecutor's position since September. She has been doing excellent work and has been able to keep on top of the heavy case load. She requested a transfer of budget from the prosecutor's salary line to contractual service to fund this contract. The city is looking for a prosecutor, one (1) response was received and will interview the applicant

MOTION: Council Member Mara Cecilia Cruz/Vice Mayor Luis E. Cabrera to approve the contract for prosecution services with Heather Vinci as presented and approve the transfer of funds as shown on the fiscal impact of this item. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. G. Discussion and possible action on any and all matters regarding the City of San Luis awarding the bid to GCI Construction & Inspection, L.L.C., for the fabrication and installation of automatic swing entrance gates at the City of San Luis Public Works Yard and the East Wastewater Treatment Plant. (Manuel Hernandez, Acting Assistant Director of Public Works)

Mr. Manuel Hernandez, Acting Assistant Director of Public Works, said that staff is seeking the approval to award the bid to GCI Construction and Inspection for the fabrication of automatic swing entrance gates at the 4th Avenue Public Works Yard and the East Wastewater Treatment Plant. This is the second time Public Works has bid on this project where only one (1) bid was received in October 2023; unfortunately, this bid was disqualified because it was turned in late. The formal bid held November 14, 2023, resulted in much lower bid results of potentially saving the City of San Luis over $65,000.00. A total of four (4) bids were received where GCI Construction and Inspection was the lowest responsible bidder in the amount of $84,200.00. GCI Construction and Inspection has been in business for over ten (10) years and are currently working on a large contract in the Tucson area with Veil Unified School District.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to award the bid to GCI Construction & Inspection LLC, for the Public Works Gates Project as presented, in the amount not to exceed $84,420.00 and to direct staff to execute a contract. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. H. Discussion and possible action on any and all matters regarding the purchase of four (4) Aurora model 4x5x10B split case booster pumps for the water department. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, stated that the City of San Luis water system is composed of a series of wells and filtration system units, distribution lines and booster pumps. The use of the booster pumps is to bring the water from the well sites to the homes, businesses and any facilities that receive the services. This is a budgeted item for Fiscal Year 2024 and is being procured through a sole source vendor, who is JCH, as permitted per City Code Section 3.05.020 – Exclusive Services.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the purchase of Aurora Booster Pumps from James, Cooke and Hobson, Inc., in the amount of $55,952.00 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. I. Discussion and possible action on any and all matters regarding the City of San Luis accepting slurry seal application services from American Pavement Preservation for the application of Type 2 slurry seal as part of the 2023 Pavement Preservation Project. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, indicated that the Public Works Department was granted $100,000.00 for budget purposes for this program. The city did some striping spending approximately $8,000.00 from those funds. The city followed a procurement process by piggy backing on the City of Yuma's contract with American Paving for slurry application. Staff has identified some sections that are in need of slurry application with an estimated cost of $90,000.00. He asked for a purchase approval and ratification of Purchase Order No. 2021-1574 in the amount of $90,000.00

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve and ratify PO No. 2024-1574 for the purchase of slurry seal application services through American Pavement Preservation for $90,000.00. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. J. Discussion and possible action on any and all matters regarding Resolution No. 2296. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement with the United States General Services Administration jointly to improve Urtuzuastegui Street; repealing conflicting provisions; and providing for severability. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that this item was continued from the previous Council meeting due to some clarification needed from General Services Administration (GSA). In the scope of the work that is part of this IGA reflects something that staff fully understands. But the improvements that are part of the IGA are really to improve the exit of the port and the majority of a traffic signal. What they are doing is they are paying for the portion that is up against the port and the improvements are being made on the other side of Urtuzuastegui Street. Most of the expense is from GSA and the city is doing small stuff like sidewalk ramps, curb relocation, a waterline as part of the improvements that the city would have to do.

MOTION: Council Member Maria Cecilia Cruz/Council Member Tadeo Azael De La Hoya to approve Resolution No. 2296. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

8. SUMMARY OF CURRENT EVENTS

Vice Mayor Luis E. Cabrera reported he was having brunch at La Mal Querida on Saturday and had the opportunity to be present at the Foodie Tour hosted by the Yuma County Chamber of Commerce in different food restaurants in the City of San Luis.

Mayor Nieves Riedel thanked and congratulated Ms. Adela Cortez, Director of Human Resources and her staff for organizing the 2023 Thanksgiving Luncheon for city employees. She thanked all city employees for their hard work and dedication to the City of San Luis.

Council Member Matias Rosales reported he attended the opening of the second phase of street to connect the road to Cesar Chavez Boulevard after over five (5) years in the works. Adding that he and Council Member Maria Cecilia Cruz attend the Port Director pre-retirement party in Yuma who will be retiring in December 2023.

9. EXECUTIVE SESSIONS

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

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A) subsections (1), (3) and (4) on any and all matters relating to the position of Magistrate to discuss or consider employment, assignment, appointment, including possible discussion of confirmation of appointment and/or discussion of approval of terms and/or conditions pursuant to San Luis City Code § 34.20, and consultation with the City Attorney or City's attorneys regarding the same. (Kay Marion Macuil, City Attorney)

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

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03 (A), subsections (1), (3), and (4) on any and all matters relating to the position of Chief of Police and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of Chief of Police, and consultation with the attorney or attorneys of the City regarding the same. (Jenny Torres, Acting City Manager and Kay Marion Macuil, City Attorney)

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Luis E. Cabrera to go into Executive Sessions as presented at approximately 6:52 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

10. MOTION TO GO BACK INTO SPECIAL SESSION

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to go back into Special Session at approximately 7:32 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

11. DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated that a contract is being presented to appoint Ms. Danae Figueroa in an amount as stated in the contract.

MOTION: Council Member Matias Rosales/Mayor Nieves Riedel to appoint Denae Figueroa as Magistrate and approve and adopt the proposed contract for Magistrate. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

12. ADJOURNMENT

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to adjourn the Special Council meeting at approximately 7:33 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

APPROVED:

_____
Nieves Riedel, 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 November 21, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
December 13, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:00 p.m.

PRESENT:
Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales
Council Member Gloria Torres
Council Member Javier Vargas

OTHERS PRESENT:
Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Antonio Maldonado, Video Production Specialist
Edgar Esparza, Billing & Collections Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Gilberto Torres, Wastewater Operations Manager
Jorge Perez, Assistant Director of Public Works
Manuel Hernandez, Assistant Director of Public Works
Nigel Reynoso, Acting Chief of Police
Olivia Jenkins, Operations Coordinator
Roula Encinas, Finance Operations Manager
Xochitl Lopez, Administrative Coordinator
Buna George, Greater Yuma Port Authority
Cesar Neyoy, Reporter
Christian Cuevas, Simultaneous Translator
Esteban Rosales, Resident
John Shwamm, Port of Entry Director
Jolene Reynaga, Customs & Border Protection
Luis Ramirez, Ramirez Advisors Inter-National
Mark Concha, Resident
Mariana Sandoval, Arizona State Representative
Martin Rodriguez, Ramirez Advisors Inter-National

2. PLEDGE OF ALLEGIANCE

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

3. INVOCATION

Mr. Nigel Reynoso, Acting Chief of Police, led the invocation.

4. CALL TO THE PUBLIC

Mr. Jose Villa, resides on Cesar Chavez Street, San Luis, AZ, stated that they have been formally complaining to the Police Department regarding the traffic and specially the noise disturbance from the businesses, La Malquerida and Jardin de Eventos. This problem has existed for years and the City Council does not take citizens seriously as they have complained about this in the past during Council meetings and do not do anything about it. He understands that probably Mayor Nieves Riedel inherited the problems from the previous City Council but hopes she can help them with those problems. The music in their neighborhood is played through 2:00 a.m. and also the home driveways are blocked due to the cars parking there that are visiting those business. The Police has been called and they do not show up, they also ignore residents. It has been a long time and enough is enough, they are tired of being ignored and if the local government does not do anything about this, then they will go higher to solve this.

Mr. Carlos Peña, 834 Cesar Chavez Street, said that they have already spoken many times, they have come to meetings and they ignore them. He lives in front of one of the businesses and the music has been playing until 5 in the morning. He has to get up at 2:50 in the morning to go to work and on Friday the music played until after 2:30 a.m. Also, cars block the entrances to the driveways, so these are problems and they are fed up. They call the police and they do not go, and if they do, they do not do anything. He added that he also pays taxes and they deserve better treatment from the Police Department. If he had the music on until late at night, and someone complained, the police would go and turn off the music after 11:00 p.m. They need the City Council to help them with this problem, otherwise they will have to go higher because they have had the same problem for a long time and nothing is solved.

Mr. Ernesto Prieto, Police Sergeant, said that he helps coordinates the boxing program for the City of San Luis. He introduced boxer Ariel “Panterita” Samano and thanked the City of San Luis for the support that has always been provided. Mr. Samano is at 12 and 0, nine (9) knockouts; his most recent fight was two (2) weeks ago and won on the 3rd Round via knockout. In 2024, the City of San Luis will have a juvenile world champion, he is negotiating the fight.

Mr. Samano thanked the Mayor and City Council for the all support given to the boxing program.

5. PRESENTATIONS

5. A. Presentation and recognition to Mr. John A. Schwamm, San Luis, Arizona Port of Entry Director. (Mayor Nieves Riedel and Council Members)

Council Member Matias Rosales presented Mr. Schwamm with a recognition plaque. He provided some history regarding Mr. Schwamm's law enforcement experience adding that he has been a major support in making things workout at the Port of Entry for his officers and residents. He also thanked him for the support provided by him and his officers on the $330 million received for the new Port of Entry.

Mr. Schwamm thanked the City of San Luis and added that Ms. Jenny Torres, Acting City Manager, was a big advocate for the new Port of Entry and focused on working for the community.

Ms. Mariana Sandoval, State Representative, presented Mr. Schwamm with the outstanding achievement of recognition for his years of service for the San Luis Port of Entry as Director with United States Customs and Border Protection Agency.

Senator Kyrsten Sinema's Office, presented Mr. Schwamm with a letter to recognize its partnership and for the work done as he has been a vital part of the community.

Mayor Nieves Riedel stated that everything said about Mr. Schwamm tonight is true, but only a few people know his human side. He has done wonderful humanitarian deeds and does not let people know that but they know. Furthermore, she thanked Mr. Schwamm for all he has done for the City of San Luis and its residents, he will be missed and wished him well on his retirement.

5. B. Presentation and recognition to Mr. Luis Ramirez, President of Ramirez Advisors Inter-National, LLC, for his work, dedication and support in international relationships and national matters that are of importance to the City of San Luis, Arizona. (Mayor Nieves Riedel and Council Members)

Council Member Maria Cecilia Cruz provided some history on Mr. Ramirez and added that the City of San Luis is very grateful for what he has done for the City of San Luis, he was presented with a recognition plaque.

Mr. Ramirez thanked the Mayor, City Council and staff for the vote of confidence and announced that the Cesar Chavez Boulevard project will receive a $25 million grant from the Rural Surface Transportation Grant Program.

5. C. Presentation of Certificate of Recognition to the City of San Luis East Wastewater Treatment Plant for its acceptance into the Voluntary Environmental Stewardship Program (VESP) from the Arizona Department of Environmental Quality (ADEQ). (Gina Bunn, ADEQ Community Liaison)

Mr. Jorge Perez, Assistant Director of Public Works, introduced Ms. Gina Bunn, ADEQ Community Liaison.

Mr. Bunn stated that they have a voluntary environmental stewardship program at their agency. She presented a bronze level which is earned and presented to facilities that do not have any violations with any environmental regulated agency within the past three (3) years. The City of San Luis East Wastewater Treatment Plant has clearly demonstrated environmental excellence in groundwater protection. She presented a certificate of recognition from ADEQ for their operations at the East Wastewater Treatment Plant and congratulated everyone who was part of this success.

Mr. Gilberto Torres, Wastewater Operations Manager, thanked his staff and all those involved for this achievement.

6. CONSENT AGENDA

6. A. MINUTES OF
- Regular Council meeting held November 8, 2023

6. B. DISBURSEMENTS FROM NOVEMBER 15, 2023 TO NOVEMBER 29, 2023
Total $756,717.14
(Seven Hundred Fifty-Six Thousand, Seven Hundred, Seventeen Dollars and Fourteen Cents)

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding Order No. 2023-13. An Order of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental Agreement with Yuma County, Arizona, for the provision of election services for years 2024-2029. (Sonia Cornelio, City Clerk)

Ms. Sonia Cornelio, City Clerk, explained that this intergovernmental agreement (IGA) with Yuma County is for the assistance or delivery of election services to the City of San Luis for a term of five (5) years. She added that the current IGA will expire on February 20, 2024. Staff recommends approval of the IGA

MOTION: Council Member Tadeo Azael De La Hoya/Coucil Member Javier Vargas to approve and adopt Order No. 2023-13. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding Order No. 2023-14. An Order of the Mayor and City Council of the City of San Luis, Arizona, accepting a Water Infrastructure Finance Authority (WIFA) Grant; providing matching funds; authorizing the entering into an agreement with WIFA repealing conflicting provisions; and providing for severability. (Edgar Esparza, Billing and Collections Manager)

Mr. Edgar Esparza, Billing and Collections Manager, stated that this item is for the grant awarded from the Water Infrastructure Finance Authority (WIFA) in the amount of $2,017,065.29 and to accept the grant terms and conditions. Back in June of this year, the City of San Luis was notified that the Water Infrastructure Authority (WIFA) was accepting applications for their Water Conservation Grant Fund (WCGF), which was funded by the American Rescue Plan Act (ARPA) funds.

The Water Conservation Grant Fund aims to promote programs that are expected to result in long-term reductions in water use and improvements in water use efficiency. Also, the grant program requires a 25% match for the conservation program. On June 28, 2023, the City of San Luis submitted an application for the implementation of the Advanced Metering Infrastructure (AMI) and meter replacement program. Within this program, staff will be replacing nearly 5,000 meters that are close to their life cycle, and implement the AMI network throughout the city.

The estimated total cost for the program is $2,689,420.29. WIFA received 105 applications for the Water Conservation Grant Program. After three (3) rounds of review, WIFA awarded the amount of $2,017,065.29 to the City of San Luis. The matching funds for the city to complete this program is $672,355.08. The matching funds are available in the Water Fund. In addition to the matching funds requirement, the grant funds must be spent by June 2026.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve and adopt Order No. 2023-14. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding Order No. 2023-15. An Order of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Arizona Department of Revenue regarding the unified tax administration, licensing, collection, and auditing of transaction privilege tax, use tax, severance tax, jet fuel excise and use tax and rental occupancy taxes imposed by the State, cities or towns. (Roula Encinas, Finance Operations Manager)

Ms. Roula Encinas, Finance Operations Manager, stated that pursuant to A.R.S. § 42-6001, the Arizona Department of Revenue must collect and administer any transaction privilege and affiliated excise taxes imposed by an Arizona municipality and must enter into an intergovernmental agreement with the city to provide a uniform method of administration, collection, audit and licensing of sales taxes. Staff recommends approval of the IGA.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Gloria Torres to approve and adopt Order No. 2023-15. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding Order No. 2023-16. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective Traffic Enforcement Projects by approving Highway Safety Contracts 2024-AL-029, 2024-OP-018, and 2024-PTS-057 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. (Nigel Reynoso, Acting Chief of Police)

Mr. Nigel Reynoso, Acting Chief of Police, indicated that the San Luis Police Department is requesting approval for the use of funds awarded to the department in the amount of $50,000.00. $20,000.00 will be used for the impaired driver/DUI alcohol enforcement, $5,000.00 for the ocupation protection awareness, education materials and supplies and $25,000.00 for the selective traffic enforcement project. These funds are utilized during the holiday season, which allows additional deployment of staff out on the road.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve and adopt Order No. 2023-16. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. E. Discussion and possible action on any and all matters regarding Resolution No. 2298. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, requiring City Council approval of the designs and colors of the various City of San Luis insignia, including, but not limited to, the city seal, department logos, badges for the Police and Fire Departments; repealing conflicting provisions, and providing for severability. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated that the city does not have any specific guidelines or policy on changes to badges, city seal or department logos. This was brought to staff's attention and what is being considered is bringing the resolution to the City Council to have the authority to allow any changes when requested. What staff has seen is that there are departments that have changed their logos which results in changing uniforms and it involves costs.

Vice Mayor Luis E. Cabrera asked if it would be possible to formally approve all department logos and badges in a future meeting, have all the departments submit their official logos and have them approved by the City Council through a resolution?

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Resolution No. 2298. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. F. Discussion and possible action on any and all matters regarding the appointment of a Vice Mayor. (City Council)

Mayor Nieves Riedel commented that when she was sworn-in one (1) year ago, an election of a Vice Mayor took place. She mentioned back then that she would give the opportunity to other Council Members to serve as Vice Mayor. She thanked Vice Mayor Luis E. Cabrera for serving as the Vice Mayor.

Council Member Maria Cecilia Cruz thanked Vice Mayor Luis E. Cabrera and added that being a Vice Mayor is a great privilege to be side by side by the Mayor.

Vice Mayor Luis E. Cabrera thanked the Mayor and City Council for the opportunity granted to have served as the Vice Mayor. He also thanked staff, community members and his family for the support.

He recommended Council Member Gloria Torres be the next Vice Mayor.

Council Member Gloria Torres stated that she does accept the nomination, it would be an honor and privilege to serve as the Vice Mayor.

Council Member Maria Cecilia Cruz asked if another nomination can be made. She added that Council Member Gloria Torres has already been a Vice Mayor in previous years. She nominated Council Member Tadeo Azael De La Hoya, as far as he having a little bit more experience being a City Manager.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Matias Rosales to appoint Council Member Gloria Torres to be the next Vice Mayor. Motion passed with four (4) ayes and three (3) nay votes by Council Members Maria Cecilia Cruz, Tadeo Azael De La Hoya and Javier Vargas.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Nay
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Nay

8. SUMMARY OF CURRENT EVENTS

Vice Mayor Luis E. Cabrera thanked staff for assembling the City Council's float for the Christmas Lights Parade, it was a very well attended event. He also thanked the Parks and Recreation Department for organizing the parade as well as the Police Department for keeping the community safe during the event.

Mayor Nieves Riedel reported she attended the employees' recognition dinner, she thanked all those that attended and the Human Resources Department for organizing this event for employees.

Council Member Gloria Torres reported she has received positive comments on the Christmas Lights Parade and thanked staff for organizing it.

Council Member Maria Cecilia Cruz reported she attended the Yuma Coalition to end homelessness as well as the Police Department. She shared that the number of homeless in the State of Arizona is estimated at approximately 14,000 and there are approximately 500 homeless in Yuma County. Some of the recommendations were that hopefully nonprofits and other organizations can come together and collaborate to see if there is something that one can do. They will commence meeting every other month and she would like to continue attending the meetings in hopes of finding a solution. She will pass on some informational pamphlets to the City Clerk for distribution. There are some other issues with residents from San Luis Rio Colorado, Sonora, they are not homeless, but they are making the choice of sleeping on the streets due to the long lines to cross from Mexico.

Council Member Matias Rosales reported he attended the Congressional briefing in Tucson in regards to the ports of entry, where one of the topics was the closing of the Lukeville Port of Entry. All the regional communities as well as the port authorities are working together and trying to address the staffing issue. There were 11 from the 13 congressional that were represented. On a separate note, he thanked the Police Department for the placement of chain barriers, the traffic cutting through parking lots to cross to Mexico has gone down. He missed the employee recognition dinner and hoped everyone that attended had fun.

Mayor Nieves Riedel commented that some employees assisted Ms. Olivia Jenkins, Operations Coordinator, with the assembling and decoration of the City Council's float for the Christmas Lights Parade. She added that if the City Council wants a float next year, the City Council needs to work on it and not city employees. It is a lot of hard work and staff put in a lot of effort towards it. Mayor Nieves Riedel thanked Ms. Jenkins and staff for their time, effort and dedication towards the float.

Vice Mayor Luis E. Cabrera added that next year the Department Director should join the City Council on the float; he thanked staff for their efforts in putting it together. He also mentioned that the 4FrontEd met last week and Mr. Nazer Mendez is leaving effective December 31, 2023, therefore the contract on the new director will placed on the agenda for approval in a future council meeting. Mr. Mendez's wife is part of the Consulado de Mexico and was re-appointed to serve in the Consul in Tucson, so he is relocating. He also mentioned that the Christmas Tree Lighting Ceremony was lovely.

Council Member Matias Rosales added that he has experienced in the past working on the float and it is hard and time consuming; he thanked staff for organizing it.

9. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Luis E. Cabrera to adjourn the Regular Council meeting at approximately 7:06 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

APPROVED:

_____
Nieves Riedel, 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 December 13, 2023. 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 **6. B.**

Meeting Date: 01/10/2024

Summary

DISBURSEMENTS FROM NOVEMBER 30, 2023 TO DECEMBER 29, 2023
Total $3,313,633.44
(Three Million, Three Hundred Thirteen Thousand, Six Hundred Thirty-Three Dollars and Forty-Four Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING JAN 10, 2024
Disbursement Report from 11/30/2023 TO 12/29/2023

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	11/30/2023	$ 229,239.51	Schedule A
Accounts Payable Check Account	12/01/2023	$ 240,675.17	Schedule B
Payroll Check Account	12/06/2023	$ 474,153.50	Schedule C
Accounts Payable Check Account	12/08/2023	$ 659,786.60	Schedule D
Payroll Check Account	12/14/2023	$ 4,548.83	Schedule E
Accounts Payable Check Account	12/14/2023	$ 520,862.43	Schedule F
Payroll Check Account	12/21/2023	$ 493,710.95	Schedule G
Accounts Payable Check Account	12/21/2023	$ 381,829.59	Schedule H
Accounts Payable Check Account	12/29/2023	$ 308,826.86	Schedule I
	Total Disbursements:	**$ 3,313,633.44**	

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: As per Karla L Casey

Verified by Finance: RJ Encinas

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2024 JAN -2 A 11:03
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Pay Day Register

Pay Date Range 12/01/23 - 12/01/23
Pay Batch COLA2023

Pay Batch COLA2023 Total

Employees in Pay Batch 305
Female Employees in Pay Batch 83

Hours Description	Hours	Gross
801 - COLA ADJUSTMENT	.0000	298,000.00
Total	0.0000	$298,000.00

Withholdings and Deductions		Gross Base
Gross	298,000.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	8,421.27	265,971.60
SOCIAL SECURITY TAX	18,476.13	298,000.00
MEDICARE	4,321.08	298,000.00
STATE WITHHOLDING	5,206.11	265,971.60
AZ STATE RETIREMENT	24,887.00	205,000.00
LONG TERM DISABILITY	307.50	205,000.00
PSPRS FIRE DB RATE - TIER 1a	1,453.50	19,000.00
PSPRS FIRE DB RATE - TIER 1b	382.50	5,000.00
PSPRS FIRE DB RATE - TIER 2	153.00	2,000.00
PSPRS FIRE DB RATE - TIER 3	2,007.60	21,000.00
PSPRS FIRE DC RATE - TIER 3	90.00	1,000.00
PSPRS FIRE DISABILITY RATE	14.30	1,000.00
PSPRS POLICE DB RATE - TIER	918.00	12,000.00
PSPRS POLICE DB RATE - TIER	382.50	5,000.00
PSPRS POLICE DB RATE - TIER 2	306.00	4,000.00
PSPRS POLICE DB RATE - TIER 3	1,434.00	15,000.00
Net	$229,239.51	

Benefits		Gross Base
ASRS ALTERNATE	199.80	2,000.00
AZ STATE RETIREMENT	24,887.00	205,000.00
LONG TERM DISABILITY	307.50	205,000.00
PSPRS FIRE DB NORM - TIER 1	3,151.20	24,000.00
PSPRS FIRE DB NORM - TIER 2	262.60	2,000.00
PSPRS FIRE DB NORM - TIER 3	2,007.60	21,000.00
PSPRS FIRE DCCN - TIER 3	90.00	1,000.00
PSPRS FIRE DISABILITY - TIER	14.30	1,000.00
PSPRS POLICE DB NORM - TIER	1,603.10	17,000.00
PSPRS POLICE DB NORM - TIER	377.20	4,000.00
PSPRS POLICE DB NORM - TIER	1,434.00	15,000.00
Total	$34,334.30	

Employer Taxes		Gross Base
MEDICARE	4,321.08	298,000.00
SOCIAL SECURITY TAX	18,476.13	298,000.00
Total	$22,797.21	

Workers' Comp	Gross Base
Total	

Direct Deposits	Amount
Check	$229,239.51

Roula Jouanne de Encinas

Digitally signed by: Roula Jouanne de Encinas
DN: CN = Roula Jouanne de Encinas email = rencinas@sanluisaz.gov C = US O = City of San Luis
Date: 2023.12.05 13:05:27 -07'00'

SCHEDULE A

City of San Luis

Payment Register

From Payment Date: 11/27/2023 - To Payment Date: 12/1/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107551	11/28/2023	Reconciled		11/30/2023	Accounts Payable	DE LA HOYA, TADEO	$49.00	$49.00	$0.00
107552	11/30/2023	Open			Accounts Payable	ADOT MVD	$5.74		
107553	11/30/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$180.00		
107554	11/30/2023	Open			Accounts Payable	APS	$50.00		
107555	11/30/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$529.10		
107556	11/30/2023	Open			Accounts Payable	ARIZONA STATE TREASURER	$28,891.65		
107557	11/30/2023	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	$50.00		
107558	11/30/2023	Open			Accounts Payable	ASCAP	$445.00		
107559	11/30/2023	Open			Accounts Payable	CENTURYLINK	$6,130.51		
107560	11/30/2023	Open			Accounts Payable	CENTURYLINK	$458.86		
107561	11/30/2023	Open			Accounts Payable	ESTRADA, LETICIA	$50.00		
107562	11/30/2023	Open			Accounts Payable	FLASH 360 LLC	$97.50		
107563	11/30/2023	Open			Accounts Payable	FONSECA, BRIANDA	$1,873.20		
107564	11/30/2023	Open			Accounts Payable	GALERIA CAFE	$720.00		
107565	11/30/2023	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	$2,500.00		
107566	11/30/2023	Open			Accounts Payable	GARCIA, JESUS	$150.00		
107567	11/30/2023	Open			Accounts Payable	GERALDO, ALBERTO	$175.00		
107568	11/30/2023	Open			Accounts Payable	GILA ELECTRONIC	$3,835.18		
107569	11/30/2023	Open			Accounts Payable	GONZALEZ, ISAURA	$40.00		
107570	11/30/2023	Open			Accounts Payable	IPS GROUP INC	$486.70		
107571	11/30/2023	Open			Accounts Payable	ITURBIDE, VANESSA, C	$50.00		
107572	11/30/2023	Open			Accounts Payable	ITURBIDE, VANESSA, C	$150.00		
107573	11/30/2023	Open			Accounts Payable	JOHNSON, STEVEN, C	$375.00		
107574	11/30/2023	Open			Accounts Payable	LA POLICE GEAR INC	$388.54		
107575	11/30/2023	Open			Accounts Payable	LAW OFFICE OF HEATHER C. VINCI PLLC	$7,500.00		
107576	11/30/2023	Open			Accounts Payable	LUNA, CYNTHIA	$150.00		
107577	11/30/2023	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$4,000.00		
107578	11/30/2023	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	$110.00		
107579	11/30/2023	Voided		12/06/2023	Accounts Payable	MOLINA, GORGONIO, G	$6,919.37		
107580	11/30/2023	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC	$44,225.64		
107581	11/30/2023	Open			Accounts Payable	NAVARRO BELTRAN, ALEJANDRO	$100.00		
107582	11/30/2023	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	$885.00		
107583	11/30/2023	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	$70.00		
107584	11/30/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	$305.00		
107585	11/30/2023	Open			Accounts Payable	RAMIREZ, TEOFILO	$200.00		
107586	11/30/2023	Open			Accounts Payable	RODRIGUEZ, CAROLINA	$20.00		
107587	11/30/2023	Open			Accounts Payable	RODRIGUEZ, DANIEL	$1,400.00		
107588	11/30/2023	Open			Accounts Payable	ROJAS, PEDRO , IVAN	$600.00		
107589	11/30/2023	Open			Accounts Payable	ROSALES, ROBERTO	$150.00		
107590	11/30/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	$16,600.00		
107591	11/30/2023	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	$8,248.14		
107592	11/30/2023	Open			Accounts Payable	SIGN PRO	$130.09		
107593	11/30/2023	Open			Accounts Payable	SOLORIO ROMERO, PEDRO	$70.47		

SCHEDULE B

City of San Luis

Payment Register

From Payment Date: 11/27/2023 - To Payment Date: 12/1/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107594	11/30/2023	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$40,583.62		
107595	11/30/2023	Open			Accounts Payable	THE WINDOOR SHOP	$353.66		
107596	11/30/2023	Open			Accounts Payable	TORNADO FENCE LLC	$4,450.00		
107597	11/30/2023	Open			Accounts Payable	TORRES, JESUS, A	$875.00		
107598	11/30/2023	Open			Accounts Payable	TRUCKMATES LLC	$2,332.54		
107599	11/30/2023	Open			Accounts Payable	US POST MASTER	$2,492.36		
107600	11/30/2023	Open			Accounts Payable	WALKER, BARBARA	$300.00		
107601	11/30/2023	Open			Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.	$143.92		
107602	11/30/2023	Open			Accounts Payable	3M COMPANY	$8,246.30		
107603	12/01/2023	Open			Accounts Payable	STANDARD INSURANCE CO.	$11,412.94		
Type Check Totals:					53 Transactions		$210,555.03	$49.00	$0.00
EFT									
4500	11/30/2023	Open			Accounts Payable	ALSCO, INC	$50.18		
4501	11/30/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	$62.50		
4502	11/30/2023	Open			Accounts Payable	DANA KEPNER COMPANY LLC	$2,225.00		
4503	11/30/2023	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$237.13		
4504	11/30/2023	Open			Accounts Payable	ECOVERDE, LLC	$419.47		
4505	11/30/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$405.00		
4506	11/30/2023	Open			Accounts Payable	FRUTH GROUP INC	$861.64		
4507	11/30/2023	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$40.00		
4508	11/30/2023	Open			Accounts Payable	HIREQUEST LLC	$4,406.80		
4509	11/30/2023	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	$145.00		
4510	11/30/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$114.33		
4511	11/30/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$5,000.00		
4512	11/30/2023	Open			Accounts Payable	POLAR ICE LLC	$316.08		
4513	11/30/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	$8.00		
4514	11/30/2023	Open			Accounts Payable	ROACH PEST CONTROL	$50.00		
4515	11/30/2023	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	$478.55		
4516	11/30/2023	Open			Accounts Payable	SPECTRUM BUSINESS	$184.25		
4517	11/30/2023	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,027.65		
4518	11/30/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$2,305.40		
4519	11/30/2023	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	$3,058.15		
4520	11/30/2023	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$516.00		
4521	11/30/2023	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
4522	11/30/2023	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$162.51		
4523	11/30/2023	Open			Accounts Payable	YUMA NURSERY LLC	$1,132.70		
4524	11/30/2023	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	$1,914.43		
4525	11/30/2023	Open			Accounts Payable	YUMA SUN INC	$1,358.03		
4526	11/30/2023	Open			Accounts Payable	YUMA WINNELSON CO.	$3,109.26		
4528	12/01/2023	Open			Accounts Payable	SPECTRUM BUSINESS	$7,332.66		
Type EFT Totals:					28 Transactions		$37,088.51		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	$203,586.66	$0.00

City of San Luis

Payment Register

From Payment Date: 11/27/2023 - To Payment Date: 12/1/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	1		$49.00	$49.00	
					Voided	1		$6,919.37	$0.00	
					Stopped	0		$0.00	$0.00	
					Total	53		$210,555.03	$49.00	
				EFTs	Status	Count		Transaction Amount	Reconciled Amount	
					Open	28		$37,088.51	$0.00	
					Reconciled	0		$0.00	$0.00	
					Voided	0		$0.00	$0.00	
					Total	28		$37,088.51	$0.00	
				All	Status	Count		Transaction Amount	Reconciled Amount	
					Open	79		$240,675.17	$0.00	
					Reconciled	1		$49.00	$49.00	
					Voided	1		$6,919.37	$0.00	
					Stopped	0		$0.00	$0.00	
					Total	81		$247,643.54	$49.00	
Grand Totals:										
				Checks	**Status**	**Count**		**Transaction Amount**	**Reconciled Amount**	
					Open	**51**		**$203,586.66**	**$0.00**	
					Reconciled	**1**		**$49.00**	**$49.00**	
					Voided	**1**		**$6,919.37**	**$0.00**	
					Stopped	**0**		**$0.00**	**$0.00**	
					Total	**53**		**$210,555.03**	**$49.00**	
				EFTs	**Status**	**Count**		**Transaction Amount**	**Reconciled Amount**	
					Open	**28**		**$37,088.51**	**$0.00**	
					Reconciled	**0**		**$0.00**	**$0.00**	
					Voided	**0**		**$0.00**	**$0.00**	
					Total	**28**		**$37,088.51**	**$0.00**	
				All	**Status**	**Count**		**Transaction Amount**	**Reconciled Amount**	
					Open	**79**		**$240,675.17**	**$0.00**	
					Reconciled	**1**		**$49.00**	**$49.00**	
					Voided	**1**		**$6,919.37**	**$0.00**	
					Stopped	**0**		**$0.00**	**$0.00**	
					Total	**81**		**$247,643.54**	**$49.00**	

Karla Plascencia

Digitally signed by: Karla Plascencia
DN: CN = Karla Plascencia email = kplascencia@sanluisaz.gov C = US O = City of San Luis OU = Finance
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Pay Day Register

Pay Date Range 11/18/23 - 12/01/23
Pay Batch 202325

Pay Batch 202325 Total

Employees in Pay Batch 304
Female Employees in Pay Batch 83

Hours Description	Hours	Gross
100 - REGULAR	18,217.4723	434,652.19
1001 - LEAVE WITHOUT PAY	41.1667	.00
1005 - BEREAVEMENT	24.0000	575.52
1007 - ON CALL WORKED HOURS	16.2500	340.98
1009 - PART TIME	336.5237	9,712.51
1010 - PART TIME FIREFIGHTERS	11.0000	250.58
201 - OVERTIME	809.8000	29,418.99
202 - OP STONE GARDEN- O.T.	684.5000	32,784.64
2023 - FMLA - SICK LEAVE	106.0000	2,071.24
300 - VACATION EARNED	1,217.1100	.00
301 - VACATION USED	748.0001	19,657.03
400 - SICK EARNED	1,130.5700	.00
405 - SCHEDULED SICK LEAVE	202.5000	4,343.81
406 - UNSCHEDULED SICK LEAVE	428.1666	9,093.17
502 - ON CALL PAY I.T.	.0000	150.00
503 - STAND-BY PAY	717.6300	1,435.26
701 - HOLIDAY	4,532.0000	112,199.92
704 - FIRE HOLIDAY EARNED	954.0000	.00
809 - RETRO PAY	39.0354	898.67
900 - COMPENSATION EARNED	13.9995	.00
924 - AMBULANCE - REGULAR	591.6667	12,336.03
940 - PD - EDU ASST	.0000	450.00
941 - PD - EDU BCHL	.0000	675.00
950 - PD -SRT	.0000	550.00
951 - PD - K-9 HANDLER	.0000	150.00
952 - PD - PHLEBOTOMIS	.0000	150.00
953 - PD - COLLISION	.0000	150.00
954 - PD - NEGOTIATOR	.0000	150.00
956 - PD - MIDNIGHT SHFT	.0000	1,000.00
961 - FD - EDU ASST	.0000	1,800.00
962 - FD - EDU BACHL	.0000	450.00
965 - PD - STAND-BY PAY	.0000	2,074.00
Total	30,821.3910	$677,519.54

Withholdings and Deductions		Gross Base
Gross	677,519.54	
Imputed Income		
FEDERAL TAX WITHHOLDING	38,023.88	583,892.01
SOCIAL SECURITY TAX	42,006.25	677,519.54
MEDICARE	9,824.03	677,519.54
STATE WITHHOLDING	11,615.74	583,892.01
AM. FIDELITY - HEALTH FSA	83.34	.00
AM. FIDELITY- ACCIDENT-POST	43.77	.00
AM. FIDELITY- ACCIDENT-PRE	442.65	.00
AM. FIDELITY- CANCER-POST	28.00	.00
AM. FIDELITY- CANCER-PRE TAX	142.10	.00
AM. FIDELITY- GCI -POST TAX	44.37	.00
AM. FIDELITY- GHI- PRE TAX	245.25	.00
AM. FIDELITY- LIFE -POST TAX	115.80	.00
AM. FIDELITY- TX LIFE -POST	245.28	.00
AZ COPS - SLPD	360.00	.00
AZ STATE RETIREMENT	48,298.93	397,849.56
CHILD SUPPORT 2	234.46	.00
DEFERRED COMP - ROTH	710.00	.00
DEFERRED COMPENSATION	3,957.00	.00
DEFERRED COMPENSATION	813.19	7,634.65
FOP/ALC	375.00	.00
GARNISHMENT - CHILD	2,774.98	.00
IAFF- FIRE DEPT	1,410.00	.00
LEGAL SHIELD	56.31	.00
LONG TERM DISABILITY	596.78	397,849.56
MANHATTANLIFE ASSURANCE	127.27	.00
MASS MUTUAL - LIFE	9.77	.00
MEX ONLY DENTAL - EE &	192.36	.00
MEX ONLY DENTAL - EE &	441.59	.00
MEX ONLY DENTAL - EE &	146.56	.00
MEX ONLY HEALTH - EE & CH	622.32	.00
MEXICO ONLY HEALTH - EE &	1,666.06	.00
MEXICO ONLY HEALTH - EE &	414.88	.00
NEW YORK LIFE - LIFE INS	36.49	.00
PAC FUND- FIRE DEPT.	129.50	.00
PSPRS FIRE DB RATE - TIER 1a	4,346.28	56,814.26
PSPRS FIRE DB RATE - TIER 1b	889.56	11,628.19
PSPRS FIRE DB RATE - TIER 2	355.91	4,652.34

Benefits		Gross Base
ASRS ALTERNATE	803.17	8,039.65
AZ STATE RETIREMENT	48,298.93	397,849.56
DENTAL = FAMILY	437.80	.00
LONG TERM DISABILITY	596.78	397,849.56
MEDICAL MEX ONLY - EE &	2,121.60	.00
MEDICAL MEX ONLY - EE &	5,679.74	.00
MEDICAL MEX ONLY - EE &	1,414.40	.00
MEDICAL MEX ONLY - EE ONLY	440.80	.00
MEX & US HEALTH = EE	51,411.40	.00
MEX ONLY DENTAL - EE &	149.52	.00
MEX ONLY DENTAL - EE &	341.64	.00
MEX ONLY DENTAL - EE &	113.92	.00
MEX ONLY DENTAL - EE ONLY	65.12	.00
PSPRS - ALTERNATE	205.10	2,563.73
PSPRS FIRE DB NORM - TIER 1	8,986.50	68,442.45
PSPRS FIRE DB NORM - TIER 2	610.86	4,652.34
PSPRS FIRE DB NORM - TIER 3	3,890.09	40,691.29
PSPRS FIRE DCCN - TIER 3	210.93	2,343.67
PSPRS FIRE DISABILITY - TIER	33.51	2,343.67
PSPRS POLICE DB NORM - TIER	7,166.57	75,997.37
PSPRS POLICE DB NORM - TIER	1,454.31	15,422.30
PSPRS POLICE DB NORM - TIER	5,087.36	53,215.06
STANDARD STD	2,156.66	.00
U.S. MEX DENTAL - EE &	398.50	.00
U.S. MEX DENTAL - EE &	95.64	.00
US & MEX DENTAL - EE	2,754.24	.00
US & MEX HEALTH = C	16,498.50	.00
US & MEX HEALTH = FAMILY	23,010.99	.00
US & MEX HEALTH = SP	2,426.25	.00
VISION - SINGLE	1,115.04	.00
VSP- VISION	618.12	.00
Total	$188,593.99	

Employer Taxes		Gross Base
MEDICARE	9,824.03	677,519.54
SOCIAL SECURITY TAX	42,006.25	677,519.54
SUTA/UNEMPLOYMENT	3,868.41	644,709.46
Total	$55,698.69	

SCHEDULE C

Pay Day Register

Pay Date Range 11/18/23 - 12/01/23
Pay Batch 202325

PSPRS FIRE DB RATE - TIER 3	3,890.09	40,691.29
PSPRS FIRE DC RATE - TIER 3	210.93	2,343.67
PSPRS FIRE DISABILITY RATE	33.51	2,343.67
PSPRS POLICE DB RATE - TIER	4,383.33	57,298.38
PSPRS POLICE DB RATE - TIER	1,430.48	18,698.99
PSPRS POLICE DB RATE - TIER 2	1,179.80	15,422.30
PSPRS POLICE DB RATE - TIER 3	5,051.66	52,841.65
STANDARD LIFE ADDTNL	889.10	.00
TRANSWESTERN MEXICAN	195.00	.00
U.S. MEX DENTAL - EE &	513.25	.00
U.S. MEX DENTAL - EE &	123.18	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	563.64	.00
US & MEX HEALTH = C	4,839.56	.00
US & MEX HEALTH = FAMILY	6,800.21	.00
US & MEX HEALTH = SP	711.70	.00
VSP - VISION CHILDREN	236.98	.00
VSP - VISION FAMILY	348.50	.00
VSP - VISION SPOUSE	125.46	.00
Net	$474,153.50	

Workers' Comp		Gross Base
ANIMAL CONTROL OFFICERS	65.95	2,930.83
ATTORNEY- ALL & CLERICAL-	48.76	22,163.47
AUTO SERVICE/ REPAIR	292.27	10,475.54
BUILDING- NOC OPER BY	568.62	15,707.81
BUS COMPANY AND DRIVERS	181.06	3,280.17
CLERICAL OFFICE/ LIBRARY/	372.65	155,249.15
Electrician	68.58	2,184.00
FIREFIGHTERS	327.32	9,298.75
FIREFIGHTERS & DRIVERS	5,622.18	118,362.29
GARBAGE/ ASH/ REFUSE	697.25	11,156.13
Homemaker Service	39.71	1,734.25
MUNICIPAL/ TOWN/	775.65	44,322.57
PARKS- NOC ALL EMPLOYEES	792.26	25,556.17
POLICE OFFICERS	7,747.93	163,114.26
RECREATION- ALL EMPLOYEES/	209.03	15,257.65
SEWAGE DISPOSAL/ PLANT	928.26	26,983.95
Street or Road Construction	2,175.94	24,642.46
WATERWORKS OPERATIONS	780.94	22,505.58
Total	$21,694.36	

Roula Jouanne de Encinas

Digitally signed by: Roula Jouanne de Encinas
DN: CN = Roula Jouanne de Encinas email = rencinas@sanluisaz.gov C = US O = City of San Luis
Date: 2023.12.07 12:19:54 -07'00'

Direct Deposits	Amount
1st Bank Yuma	43,806.97
ACADEMY BANK	2,631.44
Bank of America	6,052.64
Bank of America CA	1,124.32
Bankcorp	200.00
BMO HARRIS BANK	2,108.25
CAPITAL ONE	729.73
Charles Sch	250.00
Chase Bank	234,057.60
CHASE BANK CA	1,472.12
CHASE BANK MORGAN	1,594.20
CHASE BANK TX	2,249.65
chase centro	1,803.20
discover	400.00
Federal Credit Union	39,852.63
FF CREDIT UNION	2,250.55
FIDELITY	220.23
FIREFIGHTER FIRST CREDIT UNION	5,726.69
HUGHES FCU	1,731.63
MECHNICS BANK	1,185.75
National Bank	1,279.89

Pay Day Register

Pay Date Range 11/18/23 - 12/01/23
Pay Batch 202325

Navy Federal	24,038.15
NBKC Bank - Acorns	404.24
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	837.89
PATHWARD	2,440.95
Sunbank	1,897.24
SUTTON BANK	1,069.98
THE FOOTHILLS BANK	753.27
VANTAGE WEST	1,641.54
WASHINGTON FEDERAL	1,159.76
Wells Fargo	86,300.32
WELLS FARGO CA	1,276.19
WELLS FARGO CALE	1,208.60
Total	$473,875.62
Check	$277.88

City of San Luis

Payment Register

From Payment Date: 12/4/2023 - To Payment Date: 12/8/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107604	12/05/2023	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	$936.23		
107605	12/05/2023	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	$279,150.00		
107606	12/07/2023	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$32,000.00		
107607	12/07/2023	Open			Accounts Payable	ALDAMA, EMMANUEL	$59.00		
107608	12/07/2023	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$2,123.88		
107609	12/07/2023	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$166.67		
107610	12/07/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$90.00		
107611	12/07/2023	Open			Accounts Payable	ARCTIC GLACIER USA INC	$321.00		
107612	12/07/2023	Open			Accounts Payable	ARTEAGA, FILIBERTO	$200.00		
107613	12/07/2023	Open			Accounts Payable	AUTOZONE STORES, INC	$2,586.82		
107614	12/07/2023	Open			Accounts Payable	CAMPAS, JESUS	$176.58		
107615	12/07/2023	Open			Accounts Payable	CENTURYLINK	$89.84		
107616	12/07/2023	Open			Accounts Payable	CODE PUBLISHING COMPANY	$188.00		
107617	12/07/2023	Open			Accounts Payable	COMITE DE BIENESTAR INC	$2,728.46		
107618	12/07/2023	Open			Accounts Payable	DE LEON, JESUS	$260.00		
107619	12/07/2023	Open			Accounts Payable	EDS CUSTOM COATINGS LLC	$14,947.20		
107620	12/07/2023	Open			Accounts Payable	FERRELLGAS, LP	$453.39		
107621	12/07/2023	Open			Accounts Payable	FLASH 360 LLC	$552.50		
107622	12/07/2023	Open			Accounts Payable	FX TACTICAL, LLC	$951.95		
107623	12/07/2023	Open			Accounts Payable	GARCIA, JESUS	$312.00		
107624	12/07/2023	Open			Accounts Payable	HD SUPPLY, INC.	$4,963.67		
107625	12/07/2023	Open			Accounts Payable	IRON MOUNTAIN INC	$417.38		
107626	12/07/2023	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	$1,912.91		
107627	12/07/2023	Open			Accounts Payable	LARA, OSCAR	$344.00		
107628	12/07/2023	Open			Accounts Payable	LOOMIS	$1,502.16		
107629	12/07/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$192.00		
107630	12/07/2023	Open			Accounts Payable	LUNA, CYNTHIA	$150.00		
107631	12/07/2023	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	$254.52		
107632	12/07/2023	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	$19.53		
107633	12/07/2023	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	$110.00		
107634	12/07/2023	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$72.97		
107635	12/07/2023	Open			Accounts Payable	NUNO, JAVIER	$260.00		
107636	12/07/2023	Open			Accounts Payable	NUNO, JAVIER	$80.00		
107637	12/07/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	$3,617.36		
107638	12/07/2023	Open			Accounts Payable	PAUL CONWAY SHIELDS	$438.50		
107639	12/07/2023	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	$477.58		
107640	12/07/2023	Open			Accounts Payable	PREPAID LEGAL SERVICES	$112.60		
107641	12/07/2023	Open			Accounts Payable	PRYOR LEARNING, INC	$220.31		
107642	12/07/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	$198.00		
107643	12/07/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	$360.00		
107644	12/07/2023	Open			Accounts Payable	RAMIREZ, FELIPE	$90.00		
107645	12/07/2023	Open			Accounts Payable	RAMIREZ, TERESITA, D	$125.00		

SCHEDULE D

City of San Luis

Payment Register

From Payment Date: 12/4/2023 - To Payment Date: 12/8/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107646	12/07/2023	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$165.82		
107647	12/07/2023	Open			Accounts Payable	RODRIGUEZ, DANIEL	$1,250.00		
107648	12/07/2023	Open			Accounts Payable	STANDARD INSURANCE CO.	$1,794.80		
107649	12/07/2023	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	$490.42		
107650	12/07/2023	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$390.00		
107651	12/07/2023	Open			Accounts Payable	TRUCKMATES LLC	$2,907.89		
107652	12/07/2023	Open			Accounts Payable	US BANK	$1,220.00		
107653	12/07/2023	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$4,978.50		
107654	12/07/2023	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	$832.55		
107655	12/07/2023	Open			Accounts Payable	FOP/ALC	$375.00		
107656	12/07/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$360.00		
107657	12/07/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,009.44		
107658	12/07/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
107659	12/07/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$129.50		
107660	12/07/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,410.00		
107661	12/07/2023	Open			Accounts Payable	AT&T MOBILITY LLC	$4,569.19		
107662	12/07/2023	Open			Accounts Payable	DOANE AND HARTWIG WATER SYSTEMS, INC.	$3,602.54		
107663	12/07/2023	Open			Accounts Payable	GARCIA, JESUS	$96.00		
107664	12/07/2023	Open			Accounts Payable	JACOBO, CINTHIA	$160.00		
107665	12/07/2023	Open			Accounts Payable	JIMENEZ, SERGIO	$65.00		
107666	12/07/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$120.00		
107667	12/07/2023	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	$4,525.00		
107668	12/07/2023	Open			Accounts Payable	MOLINA, GORGONIO, G	$9,687.12		
107669	12/07/2023	Open			Accounts Payable	RAMIREZ, FELIPE	$72.00		
107670	12/07/2023	Open			Accounts Payable	RYAN, RAPP, PACHECO, SORENSEN	$192.50		
107671	12/07/2023	Open			Accounts Payable	SANFORD, JAMES	$4,689.06		
107672	12/08/2023	Open			Accounts Payable	DENNIS R. WONG, D.M.D., P.C.	$349.00		
Type Check Totals:					69 Transactions		$401,667.34		
EFT									
4529	12/07/2023	Open			Accounts Payable	24/7 GET FIT LLC	$1,242.00		
4530	12/07/2023	Open			Accounts Payable	ALSCO, INC	$3,123.42		
4531	12/07/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	$310.37		
4532	12/07/2023	Open			Accounts Payable	AMBERLY'S PLACE	$3,500.00		
4533	12/07/2023	Open			Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC	$88,897.68		
4534	12/07/2023	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	$3,790.58		
4535	12/07/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$8,832.57		

City of San Luis

Payment Register

From Payment Date: 12/4/2023 - To Payment Date: 12/8/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4536	12/07/2023	Open			Accounts Payable	BILL ALEXANDER FORD	$354.81		
4537	12/07/2023	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$52.04		
4538	12/07/2023	Open			Accounts Payable	BORREGO BROTHERS, INC	$3,334.59		
4539	12/07/2023	Open			Accounts Payable	CDWG	$2,297.52		
4540	12/07/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$681.56		
4541	12/07/2023	Open			Accounts Payable	CONSULTANT ENGINEERING INC	$6,061.22		
4542	12/07/2023	Open			Accounts Payable	CSC OF YUMA	$343.77		
4543	12/07/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$145.50		
4544	12/07/2023	Open			Accounts Payable	DESERT WATER STORE INC	$286.68		
4545	12/07/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$1,009.00		
4546	12/07/2023	Open			Accounts Payable	FRUTH GROUP INC	$977.96		
4547	12/07/2023	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	$858.22		
4548	12/07/2023	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$26,900.00		
4549	12/07/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$21,656.99		
4550	12/07/2023	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$1,415.76		
4551	12/07/2023	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	$4,765.99		
4552	12/07/2023	Open			Accounts Payable	NAPA AUTO PARTS	$665.50		
4553	12/07/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$2,557.45		
4554	12/07/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$2,044.63		
4555	12/07/2023	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$759.41		
4556	12/07/2023	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	$7,500.00		
4557	12/07/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	$69.36		
4558	12/07/2023	Open			Accounts Payable	RM GRAPHICS	$150.00		
4559	12/07/2023	Open			Accounts Payable	ROACH PEST CONTROL	$1,720.00		
4560	12/07/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	$590.04		
4561	12/07/2023	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$5,317.64		
4562	12/07/2023	Open			Accounts Payable	SUN GRAPHICS	$654.63		
4563	12/07/2023	Open			Accounts Payable	TRUCKPRO, LLC	$99.71		
4564	12/07/2023	Open			Accounts Payable	TUMEX CORP.	$3,600.00		
4565	12/07/2023	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$249.00		
4566	12/07/2023	Open			Accounts Payable	YUMA WINNELSON CO.	$147.42		
4568	12/07/2023	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$43,428.27		
4569	12/07/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	$3,157.07		
4570	12/07/2023	Open			Accounts Payable	SPECTRUM BUSINESS	$1,886.12		
4571	12/07/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,110.72		
4572	12/07/2023	Open			Accounts Payable	ZOLL MEDICAL CORP	$1,574.06		
Type EFT Totals:					43 Transactions		$258,119.26		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	$401,667.34	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$401,667.34	$0.00

City of San Luis

Payment Register

From Payment Date: 12/4/2023 - To Payment Date: 12/8/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	$258,119.26	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	43	$258,119.26	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	$659,786.60	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	112	$659,786.60	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**69**	**$401,667.34**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**69**	**$401,667.34**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**43**	**$258,119.26**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**43**	**$258,119.26**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**112**	**$659,786.60**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**112**	**$659,786.60**	**$0.00**

Karla Plascencia

Digitally signed by: Karla Plascencia
DN: CN = Karla Plascencia email = kplascencia@sanluisaz.gov C = US O = City of San Luis OU = Finance
Date: 2023.12.19 16:11:21 -07'00'

Pay Day Register

Pay Date Range 10/01/23 - 10/31/23
Pay Batch 202310M

Pay Batch 202310M Total

Employees in Pay Batch 7
Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	100.00
Total	0.0000	$7,650.00

Withholdings and Deductions		Gross Base
Gross	7,650.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	220.44	5,690.99
SOCIAL SECURITY TAX	474.30	7,650.00
MEDICARE	110.94	7,650.00
STATE WITHHOLDING	112.07	5,690.99
ASRS Council	267.08	2,200.00
ASRS LTD Council	3.30	2,200.00
Council Retirement EORP	351.00	2,700.00
Dental Council	92.28	.00
EODCRS - COUNCIL	212.00	2,650.00
EODCRS - DISABILITY	3.98	2,650.00
GARNISHMENT	221.11	.00
Medical Council	1,004.81	.00
Vision Council	27.86	.00
Net	$4,548.83	

Roula Jouanne de Encinas

Digitally signed by: Roula Jouanne de Encinas
DN: CN = Roula Jouanne de Encinas email = rencinas@sanluisaz.gov C = US O = City of San Luis
Date: 2023.12.19 17:22:14 -07'00'

Benefits		Gross Base
ASRS Council	267.08	2,200.00
ASRS LTD Council	3.30	2,200.00
ASRS/EORP - LEGACY RATE	1,416.14	2,200.00
Dental Council	254.03	.00
EODCRS - COUNCIL	159.00	2,650.00
EODCRS - DISABILITY	3.98	2,650.00
EODCRS/EORP LEGACY RATE	1,868.52	2,650.00
Health Council	5,844.91	.00
Retirement Council EORP	2,065.77	2,700.00
Vision Council	84.86	.00
Total	$11,967.59	

Employer Taxes		Gross Base
MEDICARE	110.94	7,650.00
SOCIAL SECURITY TAX	474.30	7,650.00
SUTA/UNEMPLOYMENT	45.90	7,650.00
Total	$631.14	

Workers' Comp		Gross Base
MUNICIPAL/ TOWN/	133.89	7,650.00
Total	$133.89	

Direct Deposits	Amount
1st Bank Yuma	698.49
Chase Bank	1,121.27
Navy Federal	606.60
REALTORS FED CRED UNION	31.93
Wells Fargo	708.27
Total	$3,166.56

Check $1,382.27

SCHEDULE E

City of San Luis

Payment Register

From Payment Date: 12/11/2023 - To Payment Date: 12/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107673	12/11/2023	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$2,300.00		
107674	12/12/2023	Open			Utility Management Refund	BARRAGAN, ELIDIA	$256.07		
107675	12/12/2023	Open			Utility Management Refund	CABRERA, ADAHLI	$63.17		
107676	12/12/2023	Open			Utility Management Refund	CARLOS, KARLOS	$390.15		
107677	12/12/2023	Open			Utility Management Refund	CARRASCO, EDUARDO G	$153.98		
107678	12/12/2023	Open			Utility Management Refund	GOMEZ JAIME & BERTHA A NAVARRO	$239.00		
107679	12/12/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #122	$71.25		
107680	12/12/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #122	$48.76		
107681	12/12/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #122	$56.95		
107682	12/12/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #122	$54.90		
107683	12/12/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #122	$54.38		
107684	12/12/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #122	$45.06		
107685	12/12/2023	Open			Utility Management Refund	LOPEZ, ESPERANZA	$172.64		
107686	12/12/2023	Open			Utility Management Refund	MENDOZA, BRYAN, H	$256.86		
107687	12/12/2023	Open			Utility Management Refund	MORALES, KARLA , M	$116.43		
107688	12/12/2023	Open			Utility Management Refund	MURRIETA, JUAN & GUADALUPE SANDOVAL	$219.53		
107689	12/12/2023	Open			Utility Management Refund	OBREGON, BRENDA	$92.25		
107690	12/12/2023	Open			Utility Management Refund	ORTIZ, ANA	$178.29		
107691	12/12/2023	Open			Utility Management Refund	QUINTERO, BENITO & MARGARITA	$190.40		
107692	12/12/2023	Open			Utility Management Refund	VERDUGO MUNOZ, JOSE, A	$35.77		
107693	12/12/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$221.11		
107694	12/14/2023	Open			Accounts Payable	AAED	$980.00		
107695	12/14/2023	Open			Accounts Payable	ADOT MVD	$2.64		
107696	12/14/2023	Open			Accounts Payable	ARIZONA STATE TREASURER	$30,754.55		
107697	12/14/2023	Open			Accounts Payable	AT&T MOBILITY LLC	$60.47		
107698	12/14/2023	Open			Accounts Payable	AUTOZONE STORES, INC	$686.95		
107699	12/14/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$399.00		
107700	12/14/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$142.40		

SCHEDULE F

City of San Luis

Payment Register

From Payment Date: 12/11/2023 - To Payment Date: 12/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107701	12/14/2023	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	$491.22		
107702	12/14/2023	Open			Accounts Payable	DE LEON, JESUS	$260.00		
107703	12/14/2023	Open			Accounts Payable	E.I.C. INC	$10,000.00		
107704	12/14/2023	Open			Accounts Payable	EMPIRE MACHINERY	$1,249.63		
107705	12/14/2023	Open			Accounts Payable	ENTERPRISE FM TRUST	$755.68		
107706	12/14/2023	Open			Accounts Payable	ESTRADA, SALVADOR	$125.00		
107707	12/14/2023	Open			Accounts Payable	FACTOR SALES, INC.	$177.14		
107708	12/14/2023	Open			Accounts Payable	FLUID ENERGIES INC	$396.00		
107709	12/14/2023	Open			Accounts Payable	GARCIA, JESUS	$150.00		
107710	12/14/2023	Open			Accounts Payable	GARCIA GARCIA III, JOSE , LUIS	$1,000.00		
107711	12/14/2023	Open			Accounts Payable	HD SUPPLY, INC.	$2,322.52		
107712	12/14/2023	Open			Accounts Payable	INNOVATIVE PRECAST LLC	$539.71		
107713	12/14/2023	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	$730.00		
107714	12/14/2023	Open			Accounts Payable	LOPEZ MORENO, DANIELA	$500.00		
107715	12/14/2023	Open			Accounts Payable	M & Y ELECTRICAL LLC	$899.15		
107716	12/14/2023	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$1,300.00		
107717	12/14/2023	Open			Accounts Payable	NIEVES HEIDY QUINTERO	$1,680.00		
107718	12/14/2023	Open			Accounts Payable	NUNO, JAVIER	$260.00		
107719	12/14/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	$1,233.84		
107720	12/14/2023	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	$236.96		
107721	12/14/2023	Open			Accounts Payable	PLASCENCIA, KARLA	$115.58		
107722	12/14/2023	Open			Accounts Payable	PRIETO, ERNESTO	$177.00		
107723	12/14/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	$90.00		
107724	12/14/2023	Open			Accounts Payable	RAMIREZ, UNIQUE	$5,000.00		
107725	12/14/2023	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	$2,174.11		
107726	12/14/2023	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$959.35		
107727	12/14/2023	Open			Accounts Payable	RUIZ, FLORENCIA	$80.00		
107728	12/14/2023	Open			Accounts Payable	RUSH TRUCK CENTER	$901.67		
107729	12/14/2023	Open			Accounts Payable	URIARTE, DUNALI	$5,000.00		
107730	12/14/2023	Open			Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.	$629.07		
107731	12/14/2023	Open			Accounts Payable	XEROX CORPORATION	$1,003.97		
107732	12/14/2023	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	$163.00		
107733	12/14/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	$443.88		
107734	12/14/2023	Open			Accounts Payable	ARVIZU VILLAR, GLORIA	$50.00		
107735	12/14/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$5,248.25		
107736	12/14/2023	Open			Accounts Payable	FACTOR SALES, INC.	$251.69		
107737	12/14/2023	Open			Accounts Payable	FLAUTAS EL BUEN TAQUITO	$83.04		
107738	12/14/2023	Open			Accounts Payable	FONSECA, BRIANDA	$920.00		
107739	12/14/2023	Open			Accounts Payable	JOHNSON, STEVEN, C	$375.00		
107740	12/14/2023	Open			Accounts Payable	LA MALQUERIDA FOOD COURT LLC	$110.40		
107741	12/14/2023	Open			Accounts Payable	MOLINA, GORGONIO, G	$1,815.64		
107742	12/14/2023	Open			Accounts Payable	ROLLS AND BOWLS LLC	$127.21		
107743	12/14/2023	Open			Accounts Payable	MN8 ENERGY OPERATING COMPANY LLC	$45,886.24		

City of San Luis

Payment Register

From Payment Date: 12/11/2023 - To Payment Date: 12/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					71 Transactions		$134,154.91		
EFT									
4573	12/14/2023	Open			Accounts Payable	AB ROOFING EXPERTS INC	$2,934.58		
4574	12/14/2023	Open			Accounts Payable	ALLKIOSK LLC	$1,023.67		
4575	12/14/2023	Open			Accounts Payable	ALSCO, INC	$2,380.51		
4576	12/14/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	$312.52		
4577	12/14/2023	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$94.84		
4578	12/14/2023	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	$194,144.00		
4579	12/14/2023	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$315.78		
4580	12/14/2023	Open			Accounts Payable	CENTERLINE SUPPLY WEST	$6,982.40		
4581	12/14/2023	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$325.23		
4582	12/14/2023	Open			Accounts Payable	CITY OF YUMA	$28,192.12		
4583	12/14/2023	Open			Accounts Payable	CSC OF YUMA	$256.85		
4584	12/14/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$107.75		
4585	12/14/2023	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$1,957.54		
4586	12/14/2023	Open			Accounts Payable	DESERT WATER STORE INC	$238.65		
4587	12/14/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$2,974.00		
4588	12/14/2023	Open			Accounts Payable	FRUTH GROUP INC	$128.05		
4589	12/14/2023	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	$4,166.67		
4590	12/14/2023	Open			Accounts Payable	KTL&C, LLC.	$214.52		
4591	12/14/2023	Open			Accounts Payable	MAJCO LLC	$89.99		
4592	12/14/2023	Open			Accounts Payable	NAPA AUTO PARTS	$10.81		
4593	12/14/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$1,065.22		
4594	12/14/2023	Open			Accounts Payable	OFFICE NATION, INC.	$10,372.74		
4595	12/14/2023	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$2,305.00		
4596	12/14/2023	Open			Accounts Payable	PLOTTER DOCTORS, LLC	$415.65		
4597	12/14/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$8,602.00		
4598	12/14/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	$80.04		
4599	12/14/2023	Open			Accounts Payable	RM GRAPHICS	$91.00		
4600	12/14/2023	Open			Accounts Payable	ROACH PEST CONTROL	$85.00		
4601	12/14/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	$1,295.18		
4602	12/14/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$1,200.00		
4603	12/14/2023	Open			Accounts Payable	SIMS MACKIN, LTD.	$2,050.00		
4604	12/14/2023	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$577.37		
4605	12/14/2023	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	$550.06		
4606	12/14/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$430.18		
4607	12/14/2023	Open			Accounts Payable	TUMEX CORP.	$77,508.00		
4608	12/14/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$207.22		
4609	12/14/2023	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$1,032.00		
4610	12/14/2023	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$136.76		
4611	12/14/2023	Open			Accounts Payable	YUMA SUN INC	$247.34		
4612	12/14/2023	Open			Accounts Payable	YUMA WINNELSON CO.	$1,775.25		
4613	12/14/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$55.38		

City of San Luis

Payment Register

From Payment Date: 12/11/2023 - To Payment Date: 12/14/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4614	12/14/2023	Open			Accounts Payable	BLT ASPHALT LLC	$3,014.16		
4615	12/14/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$1,011.57		
4616	12/14/2023	Open			Accounts Payable	BORREGO BROTHERS, INC	$15,557.35		
4617	12/14/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$8,200.00		
4618	12/14/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	$1,992.57		
Type EFT Totals:					46 Transactions		$386,707.52		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	$134,154.91	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	71	$134,154.91	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	46	$386,707.52	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	46	$386,707.52	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	117	$520,862.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	117	$520,862.43	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**71**	**$134,154.91**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**71**	**$134,154.91**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**46**	**$386,707.52**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**46**	**$386,707.52**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**117**	**$520,862.43**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**117**	**$520,862.43**	**$0.00**

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov
C = AD
Date: 2023.12.14 17:52:16 -07'00'

Pay Day Register

Pay Date Range 12/02/23 - 12/15/23

Pay Batch 202326

Pay Batch 202326 Total

Employees in Pay Batch 306

Female Employees in Pay Batch 83

Hours Description	Hours	Gross
100 - REGULAR	22,417.6188	535,644.84
1000 - ADMIN LEAVE	8.0000	181.68
1001 - LEAVE WITHOUT PAY	136.4833	.00
1005 - BEREAVEMENT	20.0000	532.80
1007 - ON CALL WORKED HOURS	23.9167	486.23
1009 - PART TIME	383.1070	11,083.37
1010 - PART TIME FIREFIGHTERS	39.0000	888.42
201 - OVERTIME	1,528.8833	51,588.23
202 - OP STONE GARDEN- O.T.	654.5000	32,016.73
2023 - FMLA - SICK LEAVE	166.0000	3,385.44
203 - DUI ABATEMENT	35.0000	1,416.66
300 - VACATION EARNED	1,243.4600	.00
301 - VACATION USED	859.5502	24,608.83
400 - SICK EARNED	1,153.7200	.00
405 - SCHEDULED SICK LEAVE	321.6001	7,152.15
406 - UNSCHEDULED SICK LEAVE	455.1667	9,510.86
502 - ON CALL PAY I.T.	.0000	100.00
503 - STAND-BY PAY	663.8100	1,327.62
705 - FIRE HOLIDAY PAYOFF	30.0000	502.59
806 - TELEPHONE STIPEND	.0000	1,300.00
809 - RETRO PAY	4.1667	96.63
900 - COMPENSATION EARNED	10.7501	.00
901 - COMPENSATION USED	13.9995	260.55
911 - First Responders Emergency	23.8333	748.96
9111 - First Responders	24.0000	502.80
921 - STEP OVERTIME	20.0000	953.70
923 - BORDER FITNESS - GYM	.0000	325.00
924 - AMBULANCE - REGULAR	747.4999	15,684.69
925 - AMBULANCE - OVERTIME	234.0001	7,328.55
932 - 24-7 GET FIT - GYM	.0000	1,458.00
965 - PD - STAND-BY PAY	.0000	2,093.00
Total	31,218.0657	$711,178.33

Withholdings and Deductions		Gross Base
Gross	711,178.33	
Imputed Income		
FEDERAL TAX WITHHOLDING	43,230.94	614,290.02
SOCIAL SECURITY TAX	43,792.78	706,336.60
MEDICARE	10,312.11	711,178.33
STATE WITHHOLDING	12,832.16	614,290.02
24-7 GET FIT- GYM	1,576.00	.00
AM. FIDELITY - HEALTH FSA	83.34	.00
AM. FIDELITY- ACCIDENT-POST	43.77	.00
AM. FIDELITY- ACCIDENT-PRE	442.65	.00
AM. FIDELITY- CANCER-POST	28.00	.00
AM. FIDELITY- CANCER-PRE TAX	142.10	.00
AM. FIDELITY- GCI -POST TAX	44.37	.00
AM. FIDELITY- GHI- PRE TAX	245.25	.00
AM. FIDELITY- LIFE -POST TAX	115.80	.00
AM. FIDELITY- TX LIFE -POST	245.28	.00
AZ COPS - SLPD	360.00	.00
AZ STATE RETIREMENT	48,728.09	401,385.16
BORDER GYM - GYM	325.00	.00
CHILD SUPPORT 2	234.46	.00
DEFERRED COMP - ROTH	710.00	.00
DEFERRED COMPENSATION	3,957.00	.00
DEFERRED COMPENSATION	997.63	9,281.69
FOP/ALC	375.00	.00
GARNISHMENT - CHILD	3,010.14	.00
IAFF- FIRE DEPT	1,410.00	.00
LEGAL SHIELD	56.31	.00
LONG TERM DISABILITY	602.09	401,385.16
MANHATTANLIFE ASSURANCE	127.27	.00
MASS MUTUAL - LIFE	9.77	.00
MEX ONLY DENTAL - EE &	192.36	.00
MEX ONLY DENTAL - EE &	441.59	.00
MEX ONLY DENTAL - EE &	146.56	.00
MEX ONLY HEALTH - EE & CH	622.32	.00
MEXICO ONLY HEALTH - EE &	1,666.06	.00
MEXICO ONLY HEALTH - EE &	414.88	.00
NEW YORK LIFE - LIFE INS	36.49	.00
PAC FUND- FIRE DEPT.	130.50	.00
PSPRS FIRE DB RATE - TIER 1a	5,527.06	72,249.31

Benefits		Gross Base
ASRS ALTERNATE	890.25	8,911.36
AZ STATE RETIREMENT	48,728.09	401,385.16
DENTAL = FAMILY	437.80	.00
LONG TERM DISABILITY	602.09	401,385.16
MEDICAL MEX ONLY - EE &	2,121.60	.00
MEDICAL MEX ONLY - EE &	5,679.74	.00
MEDICAL MEX ONLY - EE &	1,414.40	.00
MEDICAL MEX ONLY - EE ONLY	440.80	.00
MEX & US HEALTH = EE	51,411.40	.00
MEX ONLY DENTAL - EE &	149.52	.00
MEX ONLY DENTAL - EE &	341.64	.00
MEX ONLY DENTAL - EE &	113.92	.00
MEX ONLY DENTAL - EE ONLY	65.12	.00
PSPRS - ALTERNATE	314.32	3,929.04
PSPRS FIRE DB NORM - TIER 1	11,887.49	90,536.86
PSPRS FIRE DB NORM - TIER 2	1,048.66	7,986.70
PSPRS FIRE DB NORM - TIER 3	5,681.98	59,434.74
PSPRS FIRE DCCN - TIER 3	273.61	3,040.14
PSPRS FIRE DISABILITY - TIER	43.47	3,040.14
PSPRS POLICE DB NORM - TIER	6,999.81	74,229.21
PSPRS POLICE DB NORM - TIER	1,189.38	12,612.76
PSPRS POLICE DB NORM - TIER	4,239.25	44,343.57
STANDARD LIFE	2,608.50	.00
STANDARD LTD	1,452.73	268,218.59
STANDARD STD	5,361.58	.00
U.S. MEX DENTAL - EE &	398.50	.00
U.S. MEX DENTAL - EE &	95.64	.00
US & MEX DENTAL - EE	2,754.24	.00
US & MEX HEALTH = C	16,498.50	.00
US & MEX HEALTH = FAMILY	23,010.99	.00
US & MEX HEALTH = SP	2,426.25	.00
VISION - SINGLE	1,115.04	.00
VSP- VISION	618.12	.00
Total	$200,414.43	

Employer Taxes		Gross Base
MEDICARE	10,312.11	711,178.33
SOCIAL SECURITY TAX	43,792.78	706,336.60

SCHEDULE G

Pay Day Register

Pay Date Range 12/02/23 - 12/15/23

Pay Batch 202326

PSPRS FIRE DB RATE - TIER 1b	1,399.00	18,287.55
PSPRS FIRE DB RATE - TIER 2	610.98	7,986.70
PSPRS FIRE DB RATE - TIER 3	5,681.98	59,434.74
PSPRS FIRE DC RATE - TIER 3	273.61	3,040.14
PSPRS FIRE DISABILITY RATE	43.47	3,040.14
PSPRS POLICE DB RATE - TIER	4,324.78	56,533.17
PSPRS POLICE DB RATE - TIER	1,353.75	17,696.04
PSPRS POLICE DB RATE - TIER 2	964.86	12,612.76
PSPRS POLICE DB RATE - TIER 3	4,239.25	44,343.57
STANDARD LIFE ADDTNL	889.10	.00
TRANSWESTERN MEXICAN	195.00	.00
U.S. MEX DENTAL - EE &	513.25	.00
U.S. MEX DENTAL - EE &	123.18	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	563.64	.00
US & MEX HEALTH = C	4,839.56	.00
US & MEX HEALTH = FAMILY	6,800.20	.00
US & MEX HEALTH = SP	711.70	.00
VSP - VISION CHILDREN	236.98	.00
VSP - VISION FAMILY	348.50	.00
VSP - VISION SPOUSE	125.46	.00
Net	$493,710.95	

SUTA/UNEMPLOYMENT	4,047.14	674,550.00
Total	$58,152.03	

Workers' Comp		Gross Base
ANIMAL CONTROL OFFICERS	63.79	2,835.26
ATTORNEY- ALL & CLERICAL-	54.02	24,554.97
AUTO SERVICE/ REPAIR	299.14	10,722.34
BUILDING- NOC OPER BY	565.63	15,624.99
BUS COMPANY AND DRIVERS	200.13	3,625.62
CLERICAL OFFICE/ LIBRARY/	375.78	156,586.47
Electrician	68.58	2,184.00
FIREFIGHTERS	430.88	12,241.26
FIREFIGHTERS & DRIVERS	7,679.94	161,682.70
GARBAGE/ ASH/ REFUSE	664.73	10,635.69
Homemaker Service	40.80	1,781.74
MUNICIPAL/ TOWN/	780.96	44,626.06
PARKS- NOC ALL EMPLOYEES	816.39	26,335.04
POLICE OFFICERS	6,894.27	145,142.35
RECREATION- ALL EMPLOYEES/	204.35	14,915.93
SEWAGE DISPOSAL/ PLANT	895.11	26,020.76
Street or Road Construction	2,226.69	25,217.36
WATERWORKS OPERATIONS	823.40	23,728.93
Total	$23,084.59	

Roula Jouanne de Encinas

Digitally signed by: Roula Jouanne de Encinas
DN: CN = Roula Jouanne de Encinas email = rencinas@sanluisaz.gov C = US O = City of San Luis
Date: 2023.12.21 12:59:17 -07'00'

Direct Deposits	Amount
1st Bank Yuma	45,066.94
ACADEMY BANK	2,662.80
Bank of America	6,101.73
Bank of America CA	1,078.48
Bankcorp	200.00
BMO HARRIS BANK	2,598.68
CAPITAL ONE	729.73
Charles Sch	250.00
Chase Bank	236,645.21
CHASE BANK CA	1,322.08
CHASE BANK MORGAN	2,792.07
CHASE BANK TX	2,249.65
chase centro	1,803.20
discover	400.00
Federal Credit Union	45,075.88
FF CREDIT UNION	2,289.85
FIDELITY	255.11
FIREFIGHTER FIRST CREDIT UNION	6,818.38

Pay Day Register

Pay Date Range 12/02/23 - 12/15/23

Pay Batch 202326

HUGHES FCU	1,790.34
MECHNICS BANK	1,150.30
National Bank	1,279.90
Navy Federal	23,704.43
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	812.82
PATHWARD	3,029.22
Sunbank	1,690.30
SUTTON BANK	1,126.50
THE FOOTHILLS BANK	755.89
VANTAGE WEST	1,636.12
WASHINGTON FEDERAL	1,223.96
Wells Fargo	93,802.70
WELLS FARGO CA	1,322.81
WELLS FARGO CALE	1,152.14
Total	$492,937.22
Check	$773.73

City of San Luis

Payment Register

From Payment Date: 12/18/2023 - To Payment Date: 12/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107744	12/18/2023	Open			Accounts Payable	PETTY CASH/ CAROLINA CORRAL	$208.03		
107745	12/19/2023	Open			Accounts Payable	TOTER LLC	$44,608.39		
107746	12/19/2023	Open			Accounts Payable	YUMA COUNTY DEVELOPMENT SERVICES	$1,200.00		
107747	12/21/2023	Open			Accounts Payable	AIRGAS USA LLC	$193.56		
107748	12/21/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$360.00		
107749	12/21/2023	Open			Accounts Payable	ARCTIC GLACIER USA INC	$321.00		
107750	12/21/2023	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	$4,611.00		
107751	12/21/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$824.79		
107752	12/21/2023	Open			Accounts Payable	AUTOZONE STORES, INC	$134.77		
107753	12/21/2023	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$106.06		
107754	12/21/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$365.30		
107755	12/21/2023	Open			Accounts Payable	CENTURYLINK	$5,816.38		
107756	12/21/2023	Open			Accounts Payable	EMPIRE MACHINERY	$5,424.78		
107757	12/21/2023	Open			Accounts Payable	FACTOR SALES, INC.	$1,567.88		
107758	12/21/2023	Open			Accounts Payable	FERRELLGAS, LP	$707.59		
107759	12/21/2023	Open			Accounts Payable	FONSECA, BRIANDA	$1,040.00		
107760	12/21/2023	Open			Accounts Payable	FRAGOZO, WALTER	$200.00		
107761	12/21/2023	Open			Accounts Payable	GALERIA CAFE	$276.78		
107762	12/21/2023	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	$3,345.41		
107763	12/21/2023	Open			Accounts Payable	GARCIA, ANGEL	$200.00		
107764	12/21/2023	Open			Accounts Payable	HD SUPPLY, INC.	$257.47		
107765	12/21/2023	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	$7,395.59		
107766	12/21/2023	Voided		12/21/2023	Accounts Payable	JENKINS, OLIVIA	$100.00		
107767	12/21/2023	Open			Accounts Payable	JMAC SUPPLY LLC	$955.63		
107768	12/21/2023	Open			Accounts Payable	LA BODEGA, LLC	$163.71		
107769	12/21/2023	Open			Accounts Payable	LOOMIS	$1,458.67		
107770	12/21/2023	Open			Accounts Payable	LUNA, JUAN	$200.00		
107771	12/21/2023	Open			Accounts Payable	MORALES, ALEJANDRO	$87.00		
107772	12/21/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	$328.20		
107773	12/21/2023	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	$469.42		
107774	12/21/2023	Open			Accounts Payable	ORTIZ, JUAN, C	$170.69		
107775	12/21/2023	Open			Accounts Payable	PITNEY BOWES INC.	$960.00		
107776	12/21/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	$360.00		
107777	12/21/2023	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$7,508.94		
107778	12/21/2023	Open			Accounts Payable	RIVAS TOOL ENTERPRISES LLC	$1,058.53		
107779	12/21/2023	Open			Accounts Payable	RUSH TRUCK CENTER	$8,922.83		
107780	12/21/2023	Open			Accounts Payable	SANCHEZ, RICARDO	$200.00		
107781	12/21/2023	Open			Accounts Payable	SECRETARY OF STATE	$43.00		
107782	12/21/2023	Open			Accounts Payable	SERVERSUPPLY.COM, INC	$482.27		
107783	12/21/2023	Open			Accounts Payable	VARGAS, HERIBERTO	$200.00		
107784	12/21/2023	Open			Accounts Payable	YUMA INSURANCE, INC	$50.00		
107785	12/21/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	$1,374.76		
107786	12/21/2023	Open			Accounts Payable	ZATARIAN, EDUARDO	$127.50		
107787	12/21/2023	Open			Accounts Payable	FOP/ALC	$375.00		

SCHEDULE H

City of San Luis

Payment Register

From Payment Date: 12/18/2023 - To Payment Date: 12/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
107788	12/21/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$360.00		
107789	12/21/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,244.60		
107790	12/21/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
107791	12/21/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$130.50		
107792	12/21/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,410.00		
107793	12/21/2023	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$37,819.47		
Type Check Totals:					50 Transactions		$147,739.50		
EFT									
4620	12/21/2023	Open			Accounts Payable	ALSCO, INC	$1,959.14		
4621	12/21/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	$2,745.81		
4622	12/21/2023	Open			Accounts Payable	ARIZONA PNEUMATIC SYSTEM	$1,352.40		
4623	12/21/2023	Open			Accounts Payable	ARIZONA SUPREME COURT	$750.00		
4624	12/21/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$1,377.32		
4625	12/21/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$999.68		
4626	12/21/2023	Open			Accounts Payable	BTE BODY COMPANY INC	$2,746.31		
4627	12/21/2023	Open			Accounts Payable	CAT5 COMMERCE LLC	$422.92		
4628	12/21/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$2,668.12		
4629	12/21/2023	Open			Accounts Payable	CITY OF YUMA	$57,327.57		
4630	12/21/2023	Open			Accounts Payable	CROWN AWARDS	$1,152.64		
4631	12/21/2023	Open			Accounts Payable	CSC OF YUMA	$192.97		
4632	12/21/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	$75.00		
4633	12/21/2023	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	$344.40		
4634	12/21/2023	Open			Accounts Payable	D & H ELECTRIC INC.	$9,477.37		
4635	12/21/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$35.00		
4636	12/21/2023	Open			Accounts Payable	DESERT WATER STORE INC	$83.02		
4637	12/21/2023	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$2,939.26		
4638	12/21/2023	Open			Accounts Payable	FRUTH GROUP INC	$747.38		
4639	12/21/2023	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	$2,822.80		
4640	12/21/2023	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$4,193.00		
4641	12/21/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$10,168.21		
4642	12/21/2023	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$358.98		
4643	12/21/2023	Open			Accounts Payable	KUSTOM SIGNALS, INC	$8,205.73		
4644	12/21/2023	Open			Accounts Payable	L.N. CURTIS & SONS	$296.42		
4645	12/21/2023	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	$4,505.46		
4646	12/21/2023	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	$36,441.78		
4647	12/21/2023	Open			Accounts Payable	NAPA AUTO PARTS	$183.00		
4648	12/21/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$3,454.97		
4649	12/21/2023	Open			Accounts Payable	POINT EMBLEMS, LLC	$147.32		
4650	12/21/2023	Open			Accounts Payable	POLAR ICE LLC	$504.29		
4651	12/21/2023	Open			Accounts Payable	PURCHASE POWER	$1,020.99		
4652	12/21/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	$40.02		

City of San Luis

Payment Register

From Payment Date: 12/18/2023 - To Payment Date: 12/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4653	12/21/2023	Open			Accounts Payable	RM GRAPHICS	$37.50		
4654	12/21/2023	Open			Accounts Payable	SMITH, RALPH E. SR.	$3,645.00		
4655	12/21/2023	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	$291.53		
4656	12/21/2023	Open			Accounts Payable	SPECTRUM BUSINESS	$184.25		
4657	12/21/2023	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	$5,094.18		
4658	12/21/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$2,194.70		
4659	12/21/2023	Open			Accounts Payable	TRUCKPRO, LLC	$1,946.70		
4660	12/21/2023	Voided		12/21/2023	Accounts Payable	TUMEX CORP.	$5,500.00		
4661	12/21/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$5,723.95		
4662	12/21/2023	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	$48,926.88		
4663	12/21/2023	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	$380.47		
4664	12/21/2023	Open			Accounts Payable	YUMA SUN INC	$676.26		
4665	12/21/2023	Open			Accounts Payable	YUMA WINNELSON CO.	$1,874.44		
4666	12/21/2023	Open			Accounts Payable	ZOLL MEDICAL CORP	$724.95		
4667	12/21/2023	Open			Accounts Payable	TUMEX CORP.	$2,750.00		
Type EFT Totals:					48 Transactions		$239,690.09		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	$147,639.50	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$100.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	50	$147,739.50	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	$234,190.09	$0.00
	Reconciled	0	$0.00	$0.00

City of San Luis

Payment Register

From Payment Date: 12/18/2023 - To Payment Date: 12/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	1		$5,500.00	$0.00	
					Total	48		$239,690.09	$0.00	

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	96	$381,829.59	$0.00
		Reconciled	0	$0.00	$0.00
		Voided	2	$5,600.00	$0.00
		Stopped	0	$0.00	$0.00
		Total	98	$387,429.59	$0.00

Grand Totals:

	Checks	Status	Count	Transaction Amount	Reconciled Amount
		Open	**49**	**$147,639.50**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**1**	**$100.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**50**	**$147,739.50**	**$0.00**

	EFTs	Status	Count	Transaction Amount	Reconciled Amount
		Open	**47**	**$234,190.09**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**1**	**$5,500.00**	**$0.00**
		Total	**48**	**$239,690.09**	**$0.00**

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	**96**	**$381,829.59**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**2**	**$5,600.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**98**	**$387,429.59**	**$0.00**

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov
C = AD
Date: 2023.12.21 15:49:55 -07'00'

City of San Luis

Payment Register

From Payment Date: 12/25/2023 - To Payment Date: 12/29/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
107794	12/29/2023	Open			Accounts Payable	AT&T MOBILITY LLC	$5,375.88		
107795	12/29/2023	Open			Accounts Payable	AUTOZONE STORES, INC	$489.65		
107796	12/29/2023	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$345.49		
107797	12/29/2023	Open			Accounts Payable	CENTURYLINK	$314.13		
107798	12/29/2023	Open			Accounts Payable	CENTURYLINK	$458.86		
107799	12/29/2023	Open			Accounts Payable	COMITE DE BIENESTAR INC	$140.82		
107800	12/29/2023	Open			Accounts Payable	DUENAS, ANDREY	$171.59		
107801	12/29/2023	Open			Accounts Payable	EMPIRE MACHINERY	$1,614.44		
107802	12/29/2023	Open			Accounts Payable	EXACT LLC	$700.00		
107803	12/29/2023	Open			Accounts Payable	FX TACTICAL, LLC	$619.55		
107804	12/29/2023	Open			Accounts Payable	GARCIA, JESUS	$104.00		
107805	12/29/2023	Open			Accounts Payable	GILA ELECTRONIC	$4,458.84		
107806	12/29/2023	Open			Accounts Payable	HUBER TECHNOLOGY, INC	$64,830.00		
107807	12/29/2023	Open			Accounts Payable	IMSA GARAGE DOORS LLC	$3,540.00		
107808	12/29/2023	Open			Accounts Payable	IPS GROUP INC	$507.11		
107809	12/29/2023	Open			Accounts Payable	LARA, OSCAR	$72.00		
107810	12/29/2023	Open			Accounts Payable	LASTRA, KARLA	$1,200.00		
107811	12/29/2023	Open			Accounts Payable	LAW OFFICE OF HEATHER C. VINCI PLLC	$4,000.00		
107812	12/29/2023	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	$800.00		
107813	12/29/2023	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	$19.53		
107814	12/29/2023	Open			Accounts Payable	MOLINA, GORGONIO, G	$100.00		
107815	12/29/2023	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$72.97		
107816	12/29/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	$479.37		
107817	12/29/2023	Open			Accounts Payable	PREPAID LEGAL SERVICES	$112.60		
107818	12/29/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	$405.00		
107819	12/29/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	$16,600.00		
107820	12/29/2023	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	$331.13		
107821	12/29/2023	Open			Accounts Payable	SAN LUIS AZ NEWS	$719.63		
107822	12/29/2023	Open			Accounts Payable	SANCHEZ, JESUS	$200.00		
107823	12/29/2023	Open			Accounts Payable	SANCHEZ, RICARDO	$189.82		
107824	12/29/2023	Open			Accounts Payable	SM TOURS LLC	$1,000.00		
107825	12/29/2023	Open			Accounts Payable	STANDARD INSURANCE CO.	$1,750.10		
107826	12/29/2023	Open			Accounts Payable	TORNADO FENCE LLC	$450.00		
107827	12/29/2023	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$390.00		
107828	12/29/2023	Open			Accounts Payable	TRUCKMATES LLC	$2,546.50		
107829	12/29/2023	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	$3,029.87		
107830	12/29/2023	Open			Accounts Payable	US POST MASTER	$2,484.34		
107831	12/29/2023	Open			Accounts Payable	VERMEER MOUNTAIN WEST, INC.	$318.35		
107832	12/29/2023	Open			Accounts Payable	WESTERN ARIZONA COUNCIL OF	$899.87		
107833	12/29/2023	Open			Accounts Payable	YUMA WINLECTRIC CO.	$73.05		
107834	12/29/2023	Open			Accounts Payable	CRAFCO INC.	$2,938.19		
107835	12/29/2023	Open			Accounts Payable	SOUTHWEST MERCH LLC	$330.00		
Type Check Totals:					42 Transactions		$125,182.68		
EFT									
4668	12/29/2023	Open			Accounts Payable	ALSCO, INC	$594.64		

SCHEDULE I

City of San Luis

Payment Register

From Payment Date: 12/25/2023 - To Payment Date: 12/29/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4669	12/29/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	$2,171.96		
4670	12/29/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$67.72		
4671	12/29/2023	Open			Accounts Payable	CDWG	$334.44		
4672	12/29/2023	Open			Accounts Payable	CSC OF YUMA	$371.62		
4673	12/29/2023	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	$117.62		
4674	12/29/2023	Open			Accounts Payable	D & H ELECTRIC INC.	$3,730.00		
4675	12/29/2023	Open			Accounts Payable	DESERT WATER STORE INC	$104.04		
4676	12/29/2023	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$6,641.57		
4677	12/29/2023	Open			Accounts Payable	DIGITAL ROOM LLC	$151.74		
4678	12/29/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$1,340.00		
4679	12/29/2023	Open			Accounts Payable	FRUTH GROUP INC	$40.61		
4680	12/29/2023	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	$1,786.69		
4681	12/29/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$13,953.00		
4682	12/29/2023	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$280.23		
4683	12/29/2023	Open			Accounts Payable	MAJCO LLC	$89.99		
4684	12/29/2023	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	$121,674.15		
4685	12/29/2023	Open			Accounts Payable	NAPA AUTO PARTS	$577.08		
4686	12/29/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$117.08		
4687	12/29/2023	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	$738.02		
4688	12/29/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$3,946.01		
4689	12/29/2023	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$3,306.68		
4690	12/29/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	$516.26		
4691	12/29/2023	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	$468.91		
4692	12/29/2023	Open			Accounts Payable	SPECTRUM BUSINESS	$7,155.29		
4693	12/29/2023	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,024.09		
4694	12/29/2023	Open			Accounts Payable	TUMEX CORP.	$2,750.00		
4695	12/29/2023	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$465.48		
4696	12/29/2023	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	$3,058.15		
4697	12/29/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,445.61		
4698	12/29/2023	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$162.75		
4699	12/29/2023	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
4700	12/29/2023	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	$18.00		
4701	12/29/2023	Open			Accounts Payable	YUMA NURSERY LLC	$1,354.61		
4702	12/29/2023	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	$1,962.24		
4703	12/29/2023	Open			Accounts Payable	YUMA SIGN MASTERS LLC	$960.11		
Type EFT Totals:					36 Transactions		$183,644.18		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	42	$125,182.68	$0.00

City of San Luis

Payment Register

From Payment Date: 12/25/2023 - To Payment Date: 12/29/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	42	$125,182.68		$0.00	
				EFTs	Status	Count	Transaction Amount		Reconciled Amount	
					Open	36	$183,644.18		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Total	36	$183,644.18		$0.00	
				All	Status	Count	Transaction Amount		Reconciled Amount	
					Open	78	$308,826.86		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	78	$308,826.86		$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**42**	**$125,182.68**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**42**	**$125,182.68**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**36**	**$183,644.18**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**36**	**$183,644.18**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**78**	**$308,826.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**78**	**$308,826.86**	**$0.00**

Guadalupe Canez

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Date: 2023.12.28 17:43:24 -07'00'

SCHEDULE I

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. A.**

Meeting Date: 01/10/2024

Department Head: Nigel Reynoso, Acting Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested:

ITEM:

Discussion and possible action on any and all matters regarding the transfer of funds for building maintenance for the San Luis Police Department. **(Nigel Reynoso, Acting Chief of Police)**

SUMMARY:

The San Luis Police Department is requesting the transfer of $17,100.00, from account 255-021-90050.228 (Capital Outlay-ARPA) to 100-999-89000 (Non Capital Projects). These funds were allocated for the purchase of Police Department motorcycles, and remain in the account unused after the purchase. The Police Department was able to get a bargain for the three (3) motorcycles needed, and still had money left over in the account.

We are currently looking to expand the office of our Quality Assurance Unit in the Administration Division and will need to do construction in the Amberly's Place office of the Police Department to make this happen. This addition will allow the Police Department to keep Amberly's Place at this location while allowing for the remodeling of the area used by both Amberly's Place and Quality Assurance. The quote for the construction is a total of $10,300.00. We are requesting the full $17,100 in case any additional funds are needed during the construction process.

The Finance Department reviewed the proposed transfer of funds and found it to be an appropriate use of ARPA funds.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE TRANSFER OF FUNDS IN THE AMOUNT OF $17,100.00 FROM ACCOUNT 255-021-90050.228 TO ACCOUNT 100-999-89000 AS PRESENTED TO PROCEED WITH THE BUILDING MAINTENANCE IMPROVEMENTS AT THE POLICE DEPARTMENT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$10,300
BUDGETED AMOUNT:	$0
AVAILABLE AMOUNT TO TRANSFER:	$17,100
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-ARPA 255-021-90050.228-$17,100

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

The San Luis Police Department was awarded $137,100 for a CIP purchase and $17,100 is remaining after the purchase. We are requesting to transfer the remaining funds to account 100-999-89000.

Attachments

Quote 1

Quote 2

Budget Transfer Form

JM PRO BUILDERS LLC
Business # ROC# 338 383
jmprobuilder@gmail.com
928 323 7047

SanLuis Az 85349
Po.Box 15714

Billed to

Edgar Juarez

REMODEL

Remodel #: EST071 Date: Dec 1, 2023

Item	Price	Quantity	Total
New Wall and Add Single Door To Hallway	$6,800.00	1	$6,800.00
Demolish Of Existing Wall & Repair Any Damaged Area	$900.00	1	$900.00
Add Tv Ports/ Outlets Conecctions	$800.00	1	$800.00
		Subtotal	$8,500.00
		Grand Total	$8,500.00

JM PRO BUILDERS LLC
Business # ROC# 338 383
jmprobuilder@gmail.com
928 323 7047

SanLuis Az 85349
Po.Box 15714

Billed to

Edgar Juarez

REMODEL

Remodel #: EST073 Date: Dec 1, 2023

Item	Price	Quantity	Total
Demolish Existing Wall To Place New ROCKWOOLD Safe N Sound Insulation	$1,800.00	1	$1,800.00
		Subtotal	$1,800.00
		Grand Total	$1,800.00

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

Budget transfer needed to pay for building maintenance-See attached agenda item for details.

Account Number	Account Name	Amended Budget FY22/23	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 22/23
255-021-90050.228	Capital Outlay-ARPA	137,100.00		17,100.00	120,000.00
100-999-89000	Non Capital Projects	798,148.00	17,100.00	-	815,248.00
					-
					-
Total			17,100.00	17,100.00	

Department Head _____ Date _____

City Manager _____ Date _____

Finance Department _____ Date _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. B.**

Meeting Date: 01/10/2024

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

Submitted By: Xochitl Lopez, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with PACE Advance Water Engineering to provide professional engineering services for the SCADA (Supervisory Control & Data Acquisition) assessment of the Water and Wastewater systems. **(Manuel Hernandez, Assistant Director of Public Works)**

SUMMARY:

The SCADA assessments are the first step towards remotely; monitoring, controlling, and to some degree operating our Water and Wastewater Systems. The assessments will include:

1. Onsite data gathering
2. Data evaluation
3. Assessment report
4. Cost estimates for system design, implementation, and equipment selection
5. Programming and integration plan
6. Project schedule

Public Works is seeking the Mayor and Council approval to award a professional services contract to PACE Advance Water Engineering for this project in the amount of $46,150.00. This purchase falls under the provisions of City Code 3.05.080, which states: "Contracts for professional services in excess of $45,000.00, must be approved by the Mayor and Council."

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROFESSIONAL SERVICES CONTRACT WITH PACE ADVANCED WATER ENGINEERING IN THE AMOUNT OF $46,150.00, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	Account 300-302-90000 (Water) $23,075.00 / Account 310-311-90000 (Wastewater) $23,075.00

BUDGETED AMOUNT:	Account 300-302-90000 (Water) $180,000.00 / Account 310-311-90000 (Wastewater) $180,000.00
AVAILABLE AMOUNT TO TRANSFER:	Account 300-302-90000 (Water) $180,000.00 / Account 310-311-90000 (Wastewater) $180,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Account 300-302-90000 (Water) $180,000.00 / Account 310-311-90000 (Wastewater) $180,000.00

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

The items are part of the CIP budget for Water and Wastewater departments.

Attachments

Wastewater SCADA

Water SCADA

PACE
Advanced Water Engineering

November 9, 2023

Manuel Hernandez
Assistant Public Works Director
City of San Luis
1090 E. Union St.
San Luis, AZ 85349
Phone (928) 341-8577

Re: City of San Luis Wastewater SCADA System
Professional Engineering Design Services Proposal #C230

Dear Mr. Hernandez,

PACE is pleased to provide our proposal for engineering design for the City of San Luis Wastewater SCADA System project. Attached are our Scope of Services, Compensation, Labor and Expense Rate Schedule, Provisions and Labor Breakdown.

We appreciate the opportunity to be of service to the City of San Luis and look forward to the successful completion of the improvements. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

Duong Do, P.E.
Vice President, Environmental Water Division

DD/aj

Enclosures: Scope of Services, Compensation, Labor and Expense Rate Schedule, Provisions and Labor Breakdown.

cc: File

W:\C230\3-Contracts - Proposals\1. Proposal\2023-11-09_PRO SL Wastewater SCADA System\1. C230-10 MHernandez Cov Ltr_2023-11-09.doc

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

CITY OF SAN LUIS
WASTEWATER SCADA SYSTEM
#C230

OBJECTIVE:

Provide engineering services to assist the City of San Luis to evaluate existing wastewater infrastructure facilities in order to assess the requirements needed for development of a central SCADA system.

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

Task 10 – Assessment of Wastewater SCADA System

1) Data Gathering & Site Visits
    a. Review available record drawings of the water and wastewater infrastructure facilities. This incudes 14 Sewer Lift Stations and the East WWTP.
    b. Perform a site visit with City and operations staff to assess existing controls of the existing water and wastewater facilities. This includes 5 days for 2 controls specialists and one project engineer and 2 days for the principal engineer.

2) Data Evaluation and Cost Estimation
    a. Evaluate data from the site visit and develop network communication alternatives.
    b. Provide cost estimation for alternatives
    c. Review data, alternatives, and cost with City Staff to determine recommended alternative.

3) Assessment Report
    a. Prepare Assessment Report. Assessment report will consist of:
        - Documenting existing controls conditions for each site
        - Proposed alternatives.
        - Estimated cost for alternatives – including cost for design, capital, installation, programing/ integration, and on-going support.
        - Schedule and roadmap for improvements

SECTION B - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis, a fixed fee of **$23,075** including expenses in accordance with the attached "Hourly Labor and Expenses Rates Schedule".

ASSUMPTIONS AND EXCLUSIONS:

1. The Client's responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:

    a. Client input pertaining to project design issues and requirements including scheduling.
    b. Client shall provide staff to escort and provide access to all sites.
    c. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.

2. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.

3. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.

4. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).

PACE
Advanced Water Engineering

2023 HOURLY LABOR RATES

Principal	$285
Sr. Project Manager / Sr. Consulting Engineer	$245
Sr. Electrical Engineer / Sr. GIS Analyst	$235
Project Manager / Consulting Engineer / Sr. I&C Specialist	$230
Sr. Project Engineer / Sr. Design Engineer	$210
Instrumentation & Controls Specialist	$175
Project Engineer / Design Engineer II	$180
Sr. CAD Designer	$165
Design Engineer	$145
CAD Designer / GIS Analyst	$140
Graphic Designer	$120
Project Coordinator	$100
Administrative Support	$95
Assistant Designer	$80
G.P.S. Survey Unit (w/ Operator)	$275
Expert Witness / Legal Consultation	$350 + Exp.

REIMBURSABLE EXPENSE RATES*

	Units	Cost
Travel		
Mileage (Per Mile)	Mile	$0.66
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
Outside Reproduction		At Cost
Shipping (FedEx, UPS, Courier, etc.)		At Cost
Misc. (Review Fees, Specific Charges)		At Cost
Reproduction (In-House)		
Sheet Bond - B/W Prints and Copies – All sizes	SF	$0.16
(8 ½ x 11 to 12 x18)		
Sheet - Color Prints and Copies – All sizes	SF	$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	$0.88
- Bond (Color)	SF	$1.56
Roll - Vellum or Mylar Plots	SF	$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	$3.12
Report 3-Ring Binders		
≤ 1.5”	EA	$10.40
1.5” to 3”	EA	$15.60
> 3”	EA	$26.00
Coil or GBC Punch Binding	EA	$1.04

*Note: All reimbursable expenses will be invoiced at the above rates + 10%

PACE
Advanced Water Engineering

AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Fountain Valley, CA made this 9th day of November 2023, by and between **the City of San Luis** hereinafter called "Client," and **Pacific Advanced Civil Engineering, Inc. (PACE)**, a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for:

Provide engineering services for a central SCADA system for the City of San Luis wastewater facilities.

hereinafter called "Project."

B. Consultant agrees to perform the following scope of services:

(See attached Scope of Services – Section "A" for a detailed description)

C. Client agrees to compensate Consultant for such services as follows:

Fee

(See attached Compensation Page – Section "B" for a detailed description)

D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE)	**CLIENT: City of San Luis**
By:	**By:**
Name: Duong Do, PE	**Name:**
Title: Vice President, Environmental Water Div.	**Title:**
Job #: C230	**Date:**

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GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

AGREEMENT BETWEEN CLIENT AND CONSULTANT

DATED November 9, 2023 (collectively, the "Agreement")

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and **City of San Luis** will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as **Wastewater SCADA System**.

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.

16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.
17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assignor transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Orange, State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

PAYMENT

23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.

PACE
Advanced Water Engineering

ENGINEERING FEE ESTIMATE
PROJECT WORKSHEET

Project Data
Project Name: San Luis Wastewater SCADA System
Client: City of San Luis
PACE Job Number: C230
Estimate Date: 11/09/2023

PACE Hourly Rate Schedule	
Description	**Hourly Rate**
Principal	$285
Sr. Proj. Mgr./Sr. Consulting Engr.	$245
Sr. Electrical Engineer / Sr. GIS Analyst	$235
Project Manager /Consulting Engr./Sr. I&C Specialist	$230
Sr. Proj. Engr./Sr. Design Engr.	$210
Instrumentation & Controls Specialist	$175
Proj. Engr/Design Engineer II	$180
Design Engineer	$145
Sr. CAD Designer	$165
CAD Designer/GIS Analyst	$140
Graphic Designer	$120
Project Coordinator	$100
Administrative Support	$95
Assistant Designer	$80
G.P.S. Survey Unit (w/Operator)	$275
Expert Witness/Legal Consultation	$350 + Exp.

Total Fee Amount	**$23,075**

Item No.	Work Item Description	Estimated Manhours									Man-Power Subtotal	Subconsultant Cost	Reimburs. Expenses	Total Task Costs
		Principal	Sr. Project Manager/Sr. Consulting Engr.	Project Mgr./ Consulting Engr./ Sr. I&C Specialist	Project Engineer	Instrumentation & Controls Specialist	Design Engineer	Graphic Designer	Graphics Designer	Project Coordinator				
		285	245	230	180	175	145	115	120	100				
10	**Wastewater SCADA System**										**$19,825**	**$0**	**$3,250**	**$23,075**
10.1	Preliminary Systems Engineering	8		20	20	20					$13,980	$0	$3,250	$17,230
10.2	Evaluate Data			2	4	4					$1,880	$0	$0	$1,880
10.3	Assessment Report	1		2	4	12				4	$3,965	$0	$0	$3,965
		9	0	24		36	0	0	0	4	$19,825	$0	$3,250	$23,075

PACE
Advanced Water Engineering

November 9, 2023

Manuel Hernandez
Assistant Public Works Director
City of San Luis
1090 E. Union St.
San Luis, AZ 85349
Phone (928) 341-8577

Re: City of San Luis Water SCADA System
Professional Engineering Design Services Proposal #C230

Dear Mr. Hernandez,

PACE is pleased to provide our proposal for engineering design for the City of San Luis Water SCADA System project. Attached are our Scope of Services, Compensation, Labor and Expense Rate Schedule, Provisions and Labor Breakdown.

We appreciate the opportunity to be of service to the City of San Luis and look forward to the successful completion of the improvements. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

Duong Do, P.E.
Vice President, Environmental Water Division

DD/aj

Enclosures: Scope of Services, Compensation, Labor and Expense Rate Schedule, Provisions and Labor Breakdown.

cc: File

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PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

CITY OF SAN LUIS
WATER SCADA SYSTEM
#C230

OBJECTIVE:

Provide engineering services to assist the City of San Luis to evaluate existing water infrastructure facilities in order to assess the requirements needed for development of a central SCADA system.

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

Task 10 – Assessment of Water SCADA System

1) Data Gathering & Site Visits
    a. Review available record drawings of the water and wastewater infrastructure facilities. This incudes 5 Water Facility sites (including wells, tanks, and booster stations).
    b. Perform a site visit with City and operations staff to assess existing controls of the existing water and wastewater facilities. This includes 5 days for 2 controls specialists and one project engineer and 2 days for the principal engineer.

2) Data Evaluation and Cost Estimation
    a. Evaluate data from the site visit and develop network communication alternatives.
    b. Provide cost estimation for alternatives
    c. Review data, alternatives, and cost with City Staff to determine recommended alternative.

3) Assessment Report
    a. Prepare Assessment Report. Assessment report will consist of:
        - Documenting existing controls conditions for each site
        - Proposed alternatives.
        - Estimated cost for alternatives – including cost for design, capital, installation, programing/ integration, and on-going support.
        - Schedule and roadmap for improvements

SECTION B - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis, a fixed fee of **$23,075** including expenses in accordance with the attached "Hourly Labor and Expenses Rates Schedule".

ASSUMPTIONS AND EXCLUSIONS:

1. The Client's responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:

    a. Client input pertaining to project design issues and requirements including scheduling.
    b. Client shall provide staff to escort and provide access to all sites.
    c. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.

2. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.

3. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.

4. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).

PACE
Advanced Water Engineering

2023 HOURLY LABOR RATES

Principal	$285
Sr. Project Manager / Sr. Consulting Engineer	$245
Sr. Electrical Engineer / Sr. GIS Analyst	$235
Project Manager / Consulting Engineer / Sr. I&C Specialist	$230
Sr. Project Engineer / Sr. Design Engineer	$210
Instrumentation & Controls Specialist	$175
Project Engineer / Design Engineer II	$180
Sr. CAD Designer	$165
Design Engineer	$145
CAD Designer / GIS Analyst	$140
Graphic Designer	$120
Project Coordinator	$100
Administrative Support	$95
Assistant Designer	$80
G.P.S. Survey Unit (w/ Operator)	$275
Expert Witness / Legal Consultation	$350 + Exp.

REIMBURSABLE EXPENSE RATES*

	Units	Cost
Travel		
Mileage (Per Mile)	Mile	$0.66
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
Outside Reproduction		At Cost
Shipping (FedEx, UPS, Courier, etc.)		At Cost
Misc. (Review Fees, Specific Charges)		At Cost
Reproduction (In-House)		
Sheet Bond - B/W Prints and Copies – All sizes	SF	$0.16
(8 ½ x 11 to 12 x18)		
Sheet - Color Prints and Copies – All sizes	SF	$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	$0.88
- Bond (Color)	SF	$1.56
Roll - Vellum or Mylar Plots	SF	$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	$3.12
Report 3-Ring Binders		
≤ 1.5”	EA	$10.40
1.5” to 3”	EA	$15.60
> 3”	EA	$26.00
Coil or GBC Punch Binding	EA	$1.04

*Note: All reimbursable expenses will be invoiced at the above rates + 10%

PACE
Advanced Water Engineering

AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Fountain Valley, CA made this 9th day of November 2023, by and between **the City of San Luis** hereinafter called "Client," and **Pacific Advanced Civil Engineering, Inc. (PACE)**, a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for:

Provide engineering services for a central SCADA system for the City of San Luis water facilities.

hereinafter called "Project."

B. Consultant agrees to perform the following scope of services:

(See attached Scope of Services – Section "A" for a detailed description)

C. Client agrees to compensate Consultant for such services as follows:

Fee

(See attached Compensation Page – Section "B" for a detailed description)

D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE)	**CLIENT: City of San Luis**
By:	**By:**
Name: Duong Do, PE	**Name:**
Title: Vice President, Environmental Water Div.	**Title:**
Job #: C230	**Date:**

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GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

AGREEMENT BETWEEN CLIENT AND CONSULTANT

DATED November 9, 2023 (collectively, the "Agreement")

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and **City of San Luis** will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as **Water SCADA System**.

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
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19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
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PAYMENT

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PACE
Advanced Water Engineering

ENGINEERING FEE ESTIMATE
PROJECT WORKSHEET

Project Data
Project Name: San Luis Water SCADA Systems
Client: City of San Luis
PACE Job Number: C230
Estimate Date: 11/09/2023

PACE Hourly Rate Schedule	
Description	**Hourly Rate**
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Instrumentation & Controls Specialist	$175
Proj. Engr/Design Engineer II	$180
Design Engineer	$145
Sr. CAD Designer	$165
CAD Designer/GIS Analyst	$140
Graphic Designer	$120
Project Coordinator	$100
Administrative Support	$95
Assistant Designer	$80
G.P.S. Survey Unit (w/Operator)	$275
Expert Witness/Legal Consultation	$350 + Exp.

Total Fee Amount	**$23,075**

Item No.	Work Item Description	Estimated Manhours									Man-Power Subtotal	Subconsultant Cost	Reimburs. Expenses	Total Task Costs
		Principal	Sr. Project Manager/Sr. Consulting Engr.	Project Mgr./ Consulting Engr./ Sr. I&C Specialist	Project Engineer	Instrumentation & Controls Specialist	Design Engineer	Graphic Designer	Graphics Designer	Project Coordinator				
		285	**245**	**230**	**180**	**175**	**145**	**115**	**120**	**100**				
11	**Water SCADA Systems**										**$19,825**	**$0**	**$3,250**	**$23,075**
11.1	Preliminary Systems Engineering	8		20	20	20					$13,980	$0	$3,250	$17,230
11.2	Evaluate Data			2	4	4					$1,880	$0	$0	$1,880
11.3	Assessment Report	1		2	4	12				4	$3,965	$0	$0	$3,965
		9	0	24		36	0	0	0	4	$19,825	$0	$3,250	$23,075

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. C.**

Meeting Date: 01/10/2024

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2299. A Resolution of the Mayor and Council of the City of San Luis, Arizona, adopting an Intergovernmental Agreement with the Arizona Department of Transportation for the construction of the US 95 raised median utilizing federal funds; repealing any conflicting provisions; and providing for severability. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

All phases of this project have already been approved for federal funding by the Yuma Metropolitan Planning Organization (YMPO) through its Transportation Improvement Program (TIP) with a local contribution.

The City desires to utilize Highway Safety Improvement Program (HSIP) funding for this project. HSIP is intended to reduce fatalities and/or serious accidents on our roadways. This project consists of constructing a raised median on US 95 from County 20-1/2 Street to County 22nd Street. The City of San Luis anticipates the total design/construction cost of this project at $2,261,450.00. Project funding is established at 94.3% HSIP federal funds and 5.7% local match. The project design is estimated to take place during Fiscal Year 2024 while construction will occur in Fiscal Year 2026. This project will be bid out and administered by ADOT.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2299.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City and Federal
TOTAL:	$2,261,450.00
BUDGETED AMOUNT:	See Fiscal Impact Statement
AVAILABLE AMOUNT TO TRANSFER:	See Fiscal Impact Statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See Fiscal Impact Statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

The city will be entering into an Intergovernmental Agreement (IGA) as part of a HSIP Program to use federal funding. The City of San Luis anticipates the total design/construction cost of this project at $2,261,450.00. The funding of this project is established at $2,132,547.00 HSIP federal funds and $128,903.00 local match payable. The City's local match for design of $27,172.00 needs to be paid in fiscal year 2024 and has been budgeted accordingly. The City's local match for construction is anticipated at $101,731.00 for fiscal year 2026 and will be budgeted accordingly.

Attachments

Resolution No. 2299

IGA

ADOT Letter of Poject Establishment

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2299

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE US 95 RAISED MEDIAN CONSTRUCTION PROJECT UTILIZING FEDERAL FUNDS; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: The Mayor and City Council deem that it is in the best interest of the City of San Luis' residents to contract with Arizona Department of Transportation to construct US 95 Raised Median from County 20 ½ Street to County 22nd Street, an area within San Luis, Arizona.

Section 2: A true copy of the intergovernmental agreement is incorporated into this resolution as though set forth again in full.

Section 3: The Mayor is authorized and directed to execute the said agreement for and on behalf of the City of San Luis.

Section 4: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5: If a conflict arises between this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

Section 6: If any section, subsection, sentence, clause phrase, or a portion of this resolution is 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 portion of this resolution.

[Intentionally left blank, signature page follows.]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of December 2023.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

ADOT CAR No.: IGA 23-0009364-I
AG Contract No.: P0012023001770
Project Location/Name: US 95, County 20 ½ St to County 22nd St
Type of Work: Raised Medians
Federal-aid No.: HSIP-SLS-0(206)T
ADOT Project No.: T046501D/03D/01C
TIP/STIP No.: SL24-01D
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAN LUIS

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The work proposed under this Agreement consists of installing a raised median on US 95 from County 20 ½ Street to County 22nd Street, (the "Project"). The Project cost, shown in Exhibit A, is estimated at $2,261,450.00, which includes federal aid and the Local Agency's match. The State will administer the design, and advertise, bid and award, and administer the construction of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

   d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at $1,710.00 and the Local Agency's share of the Project design costs, estimated at $25,462.00. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.

   c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be

approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at $101,731.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.

g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.

h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.

i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

a. Designate the State as the Local Agency's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at $1,710.00 and the Local Agency's share of Project design costs, estimated at $25,462.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.

c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at $101,731.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.

k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.

m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local

Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide

information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation	City of San Luis
Joint Project Agreement Group	Attn: Jorge Perez

205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

1090 E. Union St./PO Box 3750
San Luis, AZ 85349
928.341.8577
jperez@sanluisaz.gov

For Project Administration:
Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Jorge Perez
1090 E. Union St./PO Box 3750
San Luis, AZ 85349
928.341.8577
jperez@sanluisaz.gov

For Financial Administration:
Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Jorge Perez
1090 E. Union St./PO Box 3750
San Luis, AZ 85349
928.341.8577
jperez@sanluisaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF SAN LUIS

By _____ Date _____
NIEVES RIEDEL
Mayor

ATTEST:

By _____ Date _____
SONIA CORNELIO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF SAN LUIS, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
STEVE BOSCHEN, PE
Division Director, Infrastructure and Operations Division

By _____ Date_____
BRENT A. CAIN, PE
Division Director, Transportation Systems Management and Operations Division

A.G. Contract No. P0012023001770 (ADOT IGA 23-0009364-I), an Agreement between public agencies, the State of Arizona and the City of San Luis, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T046501D/03D/01C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:	
Federal-aid funds @ 94.3%	$ 28,290.00
Local Agency's match @ 5.7%	1,710.00
Subtotal – PDA	**$ 30,000.00**
Scoping/Design:	
Federal-aid funds @ 94.3%	$ 421,238.00
Local Agency's match @ 5.7%	25,462.00
Subtotal – Scoping/Design	**$ 446,700.00**
Construction:*	
Federal-aid funds @ 94.3%	$ 1,683,019.00
Local Agency's match @ 5.7%	101,731.00
Subtotal – Construction	**$ 1,784,750.00**
Estimated TOTAL Project Cost	**$ 2,261,450.00**
Total Estimated Local Agency Funds	**$ 128,903.00**
Total Federal Funds	**$ 2,132,547.00**

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

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Infrastructure Delivery and Operations

Katie Hobbs, Governor
Jennifer Toth, Director
Gregory Byres, Deputy Director for Transportation
Steve Boschen, Division Director

June 7, 2023

Jorge Perez
Assistant Director of Public Works
1090 E. Union St/PO Box 3750
San Luis, AZ 85349

Dear Mr. Perez:

Subject: Establishment of Federal Project Number and ADOT Project Number

The following Federal Project Number and ADOT Project Number have been established and should be used in any correspondence for this project.

Project Name:	US95; County 20½ St to County 22nd St Raised Medians
Project Location:	US95; County 20½ St to County 22nd St
Local Agency:	City of San Luis
COG/MPO TIP No.:	SL24-01D
Federal ID:	SLS-0(206)T
ADOT Project No.:	T0465 (sub-phases 01D/03D/01C)

Establishment of these project numbers initiates the Project Development Process. This is not an approval for funding. The Project Development Process typically takes 18 to 24 months to complete. The process requires completion and approval of the following submittal documents (as applicable):

- Executed Intergovernmental Agreement (IGA)
- Project Assessment (PA) or Design Concept Report (DCR)
- Required clearances (Environmental, Right-of-Way, Utilities and Materials)
- 30%, 60%, 95% and 100% stage submittals

ADOT can proceed with the request for authorization of construction funds from FHWA only upon completion of this development process.

The ADOT Project Manager assigned to this project is Chris Moore, (757) 469-6679. The ADOT Environmental Planner assigned to this project is Darin Kelly, (520) 388-4254. Please note that Environmental Planners should only be contacted at this time for preliminary exploratory environmental questions, no funding has been obligated for in depth environmental consultation services.

Sincerely,

DocuSigned by:
Mark Henige
D9E57E5240E5477...

Mark Henige
Program Manager
ADOT Local Public Agency Section
205 S. 17th Avenue, Mail Drop EM11
Phoenix, AZ 85007

Cc: File, COG/MPO, PMG, PRO, EPG, ROW, MPD, JPA, FHWA, Resource Admin, Project Accounting, BECO, District

DocuSign Envelope ID: FC9AAFBC-DD7D-430F-A144-7BD388DE3CE8

City of San Luis

Department of Public Works

• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services •

May 26, 2023

ADOT Local Public Agency Section
205 S. 17th Ave. Mail Drop EM11
Phoenix, AZ 85007

Re: Request for Local Government Project Initiation
Sponsoring Agency: City of San Luis
Project Name: US95, County 20 ½ St to County 22nd St, Raised Median
Project Location: US95, County 20 ½ St to County 22nd St
COG/MPO TIP ID Number(s): SL 24-01D
Funding Type: HSIP (94.3%) + Local Match (5.7%)

To Whom It May Concern:

On behalf of the City of San Luis, I am writing to request initiation of a local public agency project and assignment of a Federal project number and an ADOT project number for the above referenced project.

Attached is a copy of the current Transportation Improvement Program (TIP) page, highlighting all phases of the project. All phases of this project have been approved and programmed for federal funding in the amount of $2,132,547.00 with a local contribution of $128,903.00, for a total of $2,261,450.00.

Attachments include:

- ☐ ADOT LPA Project Initiation Form
- ☐ A legible copy of the local MPO/COG TIP page, with project highlighted and all phases shown
- ☐ A scoping letter that includes:
  - Project Name (As shown on TIP)
  - Functional Classification Type
  - Scope of Work
- ☐ Supporting Documentation
- ☐ ADOT Functional Classification Map
- ☐ Project Location Map that shows beginning and ending termini of the project

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Please contact us if you have any questions regarding this request or require additional information. Thank you.

Sincerely,

Jorge Perez
Assistant Director of Public Works
City of San Luis
1090 E. Union St. / PO Box 3750
San Luis, AZ, 85349
(928)341-8577
jperez@sanluisaz.gov

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LPA PROJECT INITIATION FORM

Project Name: US95, County 20 ½ St to County 22nd St, Raised Me
Project Location: US95, County 20 ½ St to County 22nd St
Sponsor Contact: Jorge Perez - Assist. Director of Public Works
Phone & Email: 928-341-8577 - jperez@sanluisaz.gov

Sponsor Agency: City of San Luis
COG/MPO: YMPO
Functional Class: Rural Principal Arterial - Other

Administered By: ○ CA ○ SA (fed $) ○ SA (loc $) ◉ ADOT

Design By: ○ Local ◉ Consultant

PROJECT SCOPE

(Description of work being completed, current status, length of project, begin and end termini, etc..)

Pre-Scoping/Project Assesment (PA) Completed? ◉ Yes ○ No / Public Outreach By: ◉ Local Sponsor ○ ADOT

Safety countermeasure project to install a raised median on US 95 from County 20 1/2 Street to County 22nd Street.

PROJECT FUNDING

Most federal-aid projects will be subject to a 94.3%/5.7% split. Some projects may be funded at 100% (ie. HSIP) or 80%/20% if funding is from a Grant (i.e. BUILD/RAISE, etc.). Complete table as shown in the Regional TIP and if applicable HSIP or Grant Award Letter.

Work Phase	Type of Funding	TIP ID #	Program Year	Federal Funds (100%)	Federal Funds (94.3% or 80%)	Local Match (5.7% or 20%)	Local Other (100%/ Overmatch)	Total
ADOT REVIEW/PDA FEES	HSIP	SL24-01D	FY 2024		$ 28,290.00	$ 1,710.00		$ 30,000.00
DESIGN	HSIP	SL24-01D	FY 2024		$ 421,238.00	$ 25,462.00		$ 446,700.00
CONSTRUCTION	HSIP	SL24-01D	FY 2026		$ 1,683,019.00	$ 101,731.00		$ 1,784,750.00
ROW ACQUISITION	Select One							$ 0.00
MATERIALS ONLY	Select One							$ 0.00
TOTAL				$ 0.00	$ 2,132,547.00	$ 128,903.00	$ 0.00	$ 2,261,450.00

ESTIMATED SCHEDULE (COMPLETE AS APPLICABLE)

Action	Recommended	Completion Date
PROJECT INITIATION	30 Days	6/23/2023
IGA EXECUTION	3-4 Mo	9/28/2023
PE AUTHORIZATION	4-6 Wks	10/27/2023
KICK-OFF MEETING	3 Mo (ADOT PDOC)	12/22/2023
STAGE II (30%)		5/17/2024
STAGE III (60%)		9/13/2024
ENV CLEARANCE		9/27/2024
STAGE IV (95%)		12/20/2024
ROW CLEARANCE		1/10/2025
URR CLEARANCE		1/17/2025
STAGE V (100% BID READY)		5/16/2025
BID ADVERTISEMENT		7/14/2025
BID OPENING	30 Days from Bid Adv	8/18/2025
BID AWARD	30 Days from Bid Open	9/15/2025
CONSTRUCTION START	30 Days from Bid Award	10/13/2025
CONSTRUCTION END	Substantial Completion	5/1/2026
PROJECT END DATE	Within 4 Mo of Const End	6/12/2026

ENVIRONMENTAL CONSIDERATIONS

Class of Action (COA): CE Only

None at this time. The project is proposed on existing road alignments and disturbed terrains which also include utilities.

RIGHT OF WAY (ROW) CONSIDERATIONS

☐ New ROW Required ☐ TCE Required ☐ BLM Land ☐ Tribal Land

No new ROW will be required. Interstate Highway 95.

UTILITY & RAILROAD (URR) CONSIDERATIONS

☐ Railroad is within 1/2 mile of project limits

There is existing power and wastewater utilities that will not require relocation on this project.
Electric Utility - APS
Wastewater Utility - City of San Luis
No RR impacts.

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SL 23-06	2024	San Luis	10th Ave at Los Alamos	Flatten Curve		HSIP	$1,313,113	$0	$79,372	$1,392,485
MPO 24-01	2024	YMPO	LTAP	Technical Assistance Program		STBG	$5,000	$0.00	$0	$5,000
YU 23-08	2024	Yuma	3 Locations Citywide	Install Flashing Yellow Arrow Signals		HSIP	$330,750	$0	$0	$330,750
YU 23-09	2024	Yuma	5 Citywide Streets	Upgrade Striping to 6" on 5 streets		HSIP	$568,890	$0	$0	$568,890
YC 23-03C	2024	Yuma Co.	Co. 11th and Ave G	Curve Realignment		HSIP	$1,256,678	$0	$75,960	$1,332,638
YC 23-04	2024	Yuma Co.	Co. 14th at Ave 4E	Traffic Signal - N/S Turn lane		HSIP - 5.7%	$965,396	$0	$58,354	$1,023,750
YC 23-04	2024	Yuma Co.	Co. 14th at Ave 4E	Traffic Signal - N/S Turn lane		HSIP-100%	$393,750	$0	$0	$393,750
YC 24-11D	2024	Yuma Co.	Design Ave 3E Bridge Replacement	Ave 3E "A" Canal		Local	$0	$0	$150,000	$150,000
YU-23-11C	2024	Yuma	"A" Canal: 7E and 40th Street	Construction Roadway		STBG	$1,000,000	$0		$1,000,000
YU-23-11C	2024	Yuma	"A" Canal: 7E and 40th Street	Construction Roadway		HURFX	-$1,000,000	$900,000		-$100,000
YU-24-01D	2024	Yuma	Pedestrian Hybrid Beacons, Three Locations	Design		HSIP (100%)	$493,725	$0	$0	$493,725
SOM-24-01D	2024	Somerton	County 15th St and Ave D, Crest Curve Correction	Design		HSIP (94.3%)	$428,122	$0	$25,878	$454,000
SL-24-01D	2024	San Luis	US95, County 20 1/2 St to County 22nd St, Raised Medium	Design		HISP (94.3)	$449,528	$0	$27,172	$476,700
YC-24-01D	2024	Yuma County	Avenue B, Shoulder Widening and Rumble Strips	Design		HSIP (94.3%)	$438,825	$0	$26,525	$465,350
YC-24-02D	2024	Yuma County	Ave G, Shoulder Widening and Rumble Strips	Design		HSIP (94.3%)	$438,825	$0	$26,525	$465,350
YC24-03D	2024	Yuma County	County 14th St and Avenue C, Traffic Signal	Design		HISP (100%)	$283,750	$0	$0	$283,750
YC-24-04D	2024	Yuma County	County 14th and Avenue G, Traffic Signal & Left-Turn Lanes	Design		HISP (100%)	$306,450	$0	$0	$306,450
YC-24-05D	2024	Yuma County	US95 and Ave C, Traffic Signal	Design		HSIP (100%)	$283,750	$0	$0	$283,750
	2024	Totals					$7,956,552	$900,000	$469,786	$9,326,338
WE 25-02D	2025	Wellton	Williams St: Oakland Ave to Los Angeles Ave	Design Roadway Reconstruction		LOCAL	$0	$0	$84,916	$84,916

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MPO 25-01	2025	YMPO	LTAP	Technical Assistance Program		STBG	$5,000	$0	$0	$5,000
YC 24-11C	2025	Yuma Co.	Replace Ave 3E Bridge over A Canal	Ave 3E "A" Canal		STBG	$1,250,137	$0	$0	$0
YC 24-11C	2025	Yuma Co.	Replace Ave 3E Bridge over A Canal	Ave 3E "A" Canal		HURFX	-$1,250,137	$922,623	$181,254	$1,103,877
YC 23-02C	2025	Yuma Co.	Co. 19th and Ave G	Construct CL Rumble Strips		HSIP	$267,500	$0	$0	$267,500
YC 23-05C	2025	Yuma Co.	13 Countywide Roadway Segments	Construct Striping Upgrade		HSIP	$1,700,449	$0	$0	$1,700,449
YU 23-07	2025	Yuma	Various Citywide Locations	Construct 5 Ped Hybrid Beacons		HSIP	$1,742,344	$0	$0	$1,742,344
YU 23-09	2025	Yuma	5 City of Yuma Locations	Upgrade Pavement Markings on 5 Arterial Streets		HSIP	$568,890	$0	$0	$568,890
YU-24-01c	2025	Yuma	Pedestrian Hybrid Beacons, Three Locations	Design		HSIP (100%)	$1,166,513	$0	$0	$1,166,513
YC-24-05D	2025	Yuma County	US95 and Ave C, Traffic Signal	Construction		HSIP (100%)	$716,756	$0	$0	$716,756
YC 23-03C	2025	Yuma Co.	Co. 11th and Ave G	Curve Realignment		HSIP	$1,256,678	$0	$75,960	$1,332,638
	2025	Totals					$6,167,452	$922,623	$266,170	$7,356,245
WE 25-02C	2026	Wellton	Williams St: Oakland Ave to Los Angeles Ave	Reconstruct Roadway		STBG	$561,169	$0	$0	$561,169
WE 25-02C	2026	Wellton	Williams St: Oakland Ave to Los Angeles Ave	Reconstruct Roadway		HURFX	-$561,169	$505,052	$42,948	-$13,169
MPO 26-01	2026	YMPO	LTAP	Technical Assistance Program		STBG	$5,000	$0	$0	$5,000
SOM-24-01D	2026	Somerton	County 15th St and Ave D, Crest Curve Correction	Consatruction		HSIP (94.3%)	$1,587,045	$0	$95,930	$1,682,975
SL-24-01D	2026	San Luis	US95, County 20 1/2 St to County 22nd St, Raised Medium	Construction		HISP (94.3)	$1,683,019	$0	$101,731	$1,784,750
YC-24-01C	2026	Yuma County	Avenue B, Shoulder Widening and Rumble Strips	Construction		HSIP (100%)	$580,471	$0	$0	$580,471
YC-24-01C	2026	Yuma County	Avenue B, Shoulder Widening and Rumble Strips	Construction		HSIP (94.3%)	$3,229,311	$0	$195,197	$3,424,508
YC-24-02C	2026	Yuma County	Ave G, Shoulder Widening and Rumble Strips	Construction		HSIP (100%)	$147,500	$0	$0	$147,500
YC-24-02C	2026	Yuma County	Ave G, Shoulder Widening and Rumble Strips	Construction		HSIP (94.3%)	$3,791,902	$0	$229,203	$4,021,105

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Katie Hobbs, Governor
Jennifer Toth, Director
Greg Byres, Deputy Director for Transportation
Brent Cain, Division Director

February 13, 2023

Mr. Jorge R. Perez
Assistant Director of Public Works
City of San Luis
1090 E. Union St.
San Luis, AZ 85349

Re: **Highway Safety Improvement Program (HSIP)**
City of San Luis – US95, County 20 ½ St to County 22nd St, Raised Median
ADOT Project No. : TBD
Federal Project No.: TBD
COG/MPO: YMPO
COG/MPO TIP No.: TBD
Southwest District, Yuma County

Dear Mr. Perez:

In accordance with the *Stewardship and Oversight Agreement on Project Assumption and Program Oversight by and between Federal Highway Administration, Arizona Division and the Arizona Department of Transportation*, dated April 9, 2015, Attachment A, page A-1, the Arizona Department of Transportation, Traffic Safety Section (TSS) has determined that the City of San Luis' request to utilize HSIP funds for a safety countermeasure (project) to install a raised median on US 95 from County 20 ½ St to County 22nd St is eligible for the Highway Safety Improvement Program (HSIP) funding.

All work will be performed by contract and ground disturbing activities are anticipated. No utility relocations are anticipated.

ADOT has determined that, in accordance with 23 USC 148(a)(4))(A), this project is consistent with the State's 2019 Strategic Highway Safety Plan. It supports the "Lane Departure" emphasis area by implementing the "infrastructure improvement to keep vehicles on the road" strategy.

During a 5-year period ending December 31, 2021, the City of San Luis experienced two fatal crashes within this roadway segment. With the CRF of 71% obtained from the CMF Clearinghouse, the City of San Luis could see a 5-year reduction of 1.42 fatal crashes. Based on the above CRF, a B/C ratio of 11.7 was calculated.

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The funding for this project is established under the ADOT HSIP and is eligible to be funded at 94.3% HSIP federal funds and 5.7% local match as described in Code of Federal Register 23 CFR Part 924 (*Ref: Highway Safety Improvement Program [HSIP], Arizona Department of Transportation [ADOT], Transportation Systems Management and Operations, Traffic Safety Section, February 2022; 1.1.4 Funding, Federal Share)*. The City of San Luis anticipates the total design/construction cost of this countermeasure at **$2,261,450.00** (Enclosure 1) as shown below.

Anticipated Costs:

Anticipated Design/ADOT Admin – FY24		**Anticipated Construction – FY26**	
HSIP (94.3%)	$ 449,528.00	HSIP (94.3%)	$ 1,683,019.00
Local Match (5.7%)	$ 27,172.00	Local Match (5.7%)	$ 101,731.00
Total	$ 476,700.00	Total	$ 1,784,750.00

Please note that eligibility does not give the City of San Luis authorization to begin work. A JPA will need to be completed between the City of San Luis and ADOT prior to Federal authorization being requested. All ADOT clearances will need to be completed. Any work performed prior to federal authorization is not eligible for reimbursement.

The following will require a revised HSIP eligibility letter prior to ADOT finance requesting Federal authorization:

1. The project scope of work or the limits of the project change. A request for a new eligibility letter will need to be submitted outlining the changes and justification.
2. Anticipated cost estimate exceeds the above approved HSIP eligibility.
   a) A request for a new eligibility letter will need to be submitted outlining all increased costs, justification, source of additional funds and revised total anticipated cost, if the total anticipated cost exceeds 20% of the above amount.
   b) For anticipated cost increase less than 20% of the above amount, the HSIP Program Manager can be advised of the increased cost, justification and funding source by email. Federal authorization cannot be requested until after the Program Manager has notified FHWA of the approved increase by email.

Design and construction estimates submitted and prepared by the City of San Luis verifying the unit prices and quantities are the responsibility of the City of San Luis and any design or construction costs exceeding the above amounts must come from funding sources other than HSIP.

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Per 23 USC 148 (c)(2)(F)(i) the agency is required to establish and maintain a data inventory of before and after crashes for this safety improvement project in order for an analysis and evaluation to be carried out by ADOT.

Please ensure that this project is in the TIP for the correct funding amount, the correct FY and that design and construction are broken out as separate line items (if applicable).

Upon receipt of this letter, if you have not already started, you should immediately submit your Project Initiation Packet to ADOT LPA Section. The goal is to have a signed JPA in place before July 1, 2023.

If you have any questions regarding this request, please call me at 602-712-7374. Thank you.

Sincerely,

DocuSigned by:
mona aglan-swick
8AC182F81A544DE...

Mona Aglan-Swick, P.E.
Safety Programs Manager
ADOT-Traffic Safety Section

LTT

Encl: Cost Estimate
B/C Ratio
Location Map
Work Limits Map

Cc: FHWA, Arizona Division Office, ATTN: Eunice Chan
ADOT, Project Management Group, ATTN: Steve O'Brien, P.E.
ADOT, Finance, ATTN: Elise Maza
ADOT, Local Public Agency Section, ATTN: Bret Anderson
ADOT, Local Public Agency Section, ATTN: Mark Henige
ADOT, Southwest District Administrator, ATTN: Bruce Fenske
ADOT, TSMO, Regional Traffic Engineer, ATTN: Jay Gomes, P.E.
ADOT, TSMO, Assistant State Engineer, ATTN: George Williams, P.E., PTOE, PTP
ADOT, TSMO, Special Projects, ATTN: Adam Carreon, P.E., PTOE
ADOT, TSMO, State Traffic Safety Engineer, ATTN: Kerry Wilcoxon, P.E, PTOE, RSP1
YMPO, ATTN: Charles Gutierrez
ADOT, Multimodal Planning Division, ATTN: Mark Hoffman

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HIGHWAY SAFETY IMPROVEMENT PROGRAM
APPLICATION - COST ESTIMATE

Agency:	City of San Luis	Name of Project:	US 95 Raised Median	Agencies use this form if "Other" funds are involved				
HSIP Project Cost Estimate Worksheet								
Project Cost Estimate:	**Description:**	**Quantity:**	**Unit Cost:**	**Total Cost**	**HSIP Eligible:**	**HSIP:**	**State Match:**	**Other Amt:**	**TOTAL COST**
						94.30%	5.70%	100.00%	
Planning or Study:		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Preliminary Engineering:		1	$ 360,000.00	$ 360,000.00	$ 360,000.00	$ 339,480.00	$ 20,520.00	$ -	$ 360,000.00
Non-Infastructure (NI) Elements:		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ADOT Admin Costs:		1	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 56,580.00	$ 3,420.00	$ -	$ 60,000.00
Design Sub-Total				**$ 420,000.00**	**$ 420,000.00**	**$ 396,060.00**	**$ 23,940.00**	**$ -**	**$ 420,000.00**
Inflation Factor		13.50%		$ 56,700.00	$ 56,700.00	$ 53,468.10	$ 3,231.90	$ -	$ 56,700.00
Total Design Cost				**$ 476,700.00**	**$ 476,700.00**	**$ 449,528.10**	**$ 27,171.90**	**$ -**	**$ 476,700.00**
Construction:	Intall raised median, 1.5 miles	1.5	$ 650,000.00	$ 975,000.00	$ 975,000.00	$ 919,425.00	$ 55,575.00	$ -	$ 975,000.00
Construction:	Surveying			$ 15,000.00	$ 15,000.00	$ 14,145.00	$ 855.00	$ -	$ 15,000.00
Construction:	Miscellaneous Contingency Items			$ 20,000.00	$ 20,000.00	$ 18,860.00	$ 1,140.00		$ 20,000.00
MOT				$ 100,000.00	$ 100,000.00	$ 94,300.00	$ 5,700.00	$ -	$ 100,000.00
Mobilization			$ 30,000.00	$ 100,000.00	$ 100,000.00	$ 94,300.00	$ 5,700.00	$ -	$ 100,000.00
Sub-Total		0		$ 1,210,000.00	$ 1,210,000.00	$ 1,141,030.00	$ 68,970.00	$ -	$ 1,210,000.00
Sales Tax:	(if applicable)	10.00%				$ -	$ -	$ -	$ -
Sub-Total				**$ 1,210,000.00**	**$ 1,210,000.00**	**$ 1,141,030.00**	**$ 68,970.00**	**$ -**	**$ 1,210,000.00**
Construction Admin :		14.00%		$ 169,400.00	$ 169,400.00	$ 159,744.20	$ 9,655.80	$ -	$ 169,400.00
Contingencies :		5.00%		$ 60,500.00	$ 60,500.00	$ 57,051.50	$ 3,448.50	$ -	$ 60,500.00
Post Design:		1.00%		$ 12,100.00	$ 12,100.00	$ 11,410.30	$ 689.70	$ -	$ 12,100.00
Communications:		5.00%		$ 60,500.00	$ 60,500.00	$ 57,051.50	$ 3,448.50	$ -	$ 60,500.00
					$ -	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -	$ -
					$ -	$ -	$ -	$ -	$ -
Post Sub-Total				**$ 302,500.00**	**$ 302,500.00**	**$ 285,257.50**	**$ 17,242.50**	**$ -**	**$ 302,500.00**
Construction Sub-Total				**$ 1,512,500.00**	**$ 1,512,500.00**	**$ 1,426,287.50**	**$ 86,212.50**	**$ -**	**$ 1,512,500.00**
Inflation Factor		18.00%		$ 272,250.00	$ 272,250.00	$ 256,731.75	$ 15,518.25	$ -	$ 272,250.00
Construction Total				**$ 1,784,750.00**	**$ 1,784,750.00**	**$ 1,683,019.25**	**$ 101,730.75**	**$ -**	**$ 1,784,750.00**
TOTAL REQUEST				**$ 2,261,450.00**	**$ 2,261,450.00**	**$ 2,132,547.35**	**$ 128,902.65**	**$ -**	**$ 2,261,450.00**

Comments:

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City of San Luis
Department of Public Works
• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services •

US95, COUNTY 20½ STREET TO COUNTY 22ND STREET, RAISED MEDIAN

A. TITLE

US95, County 20 ½ St to County 22nd St, Raised Median.

B. INTRODUCTION

This project consists of installing a raised median on US 95 from County 20 ½ Street to County 22nd Street as a safety countermeasure. The City of San Luis anticipates the total design/construction cost of this project at $2,261,450.00. The funding of this project is established at 94.3% HSIP federal funds and 5.7% local match. The project design is estimated to take place during fiscal year 2024 while construction will occur on fiscal year 2026. This project will be bid out and administered by ADOT.

C. PROJECT SCOPE

This project consists of installing a raised median on US 95 from County 20 ½ Street to County 22nd Street.

D. PROJECT DEVELOPMENT CONSIDERATIONS

1. Right-of-Way Requirements

   Existing Interstate Highway 95.

2. Utility Relocation Requirements

   There is existing power and wastewater utilities at the existing road alignment that will not be suspected to require coordination and/or possible relocation on this project. There are no railroad impacts.

   APS – Electric Utility
   City of San Luis – Water and Wastewater utilities

E. ESTIMATED COST

The City of San Luis anticipates the total design/construction cost of this project at $2,261,450.00. The funding of this project is established at 94.3% HSIP federal funds and 5.7% local match.

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- Design (preliminary engineering) costs are being anticipated as follows:
  Federal Funds $449,528.00
  Local Match $27,172.00

- Construction costs, are being anticipated as follows:
  Federal Funds $1,683,019.00
  Local Match $101,731.00

- Total Cost $2,261,450.00

F. VICINITY MAP

The vicinity map is attached as Exhibit A named Functional Classification Map.

G. SCHEDULE

The project schedule is considered on the LPA Project Initiation Form.

Arizona Roads by Federal Functional Classification

Roads by Federal Functional Classification

Arterials

Principal Arterial - Interstate (FFC = 1)

Principal Arterial - Freeway (FFC = 2)

Other Principal Arterial (FFC = 3)

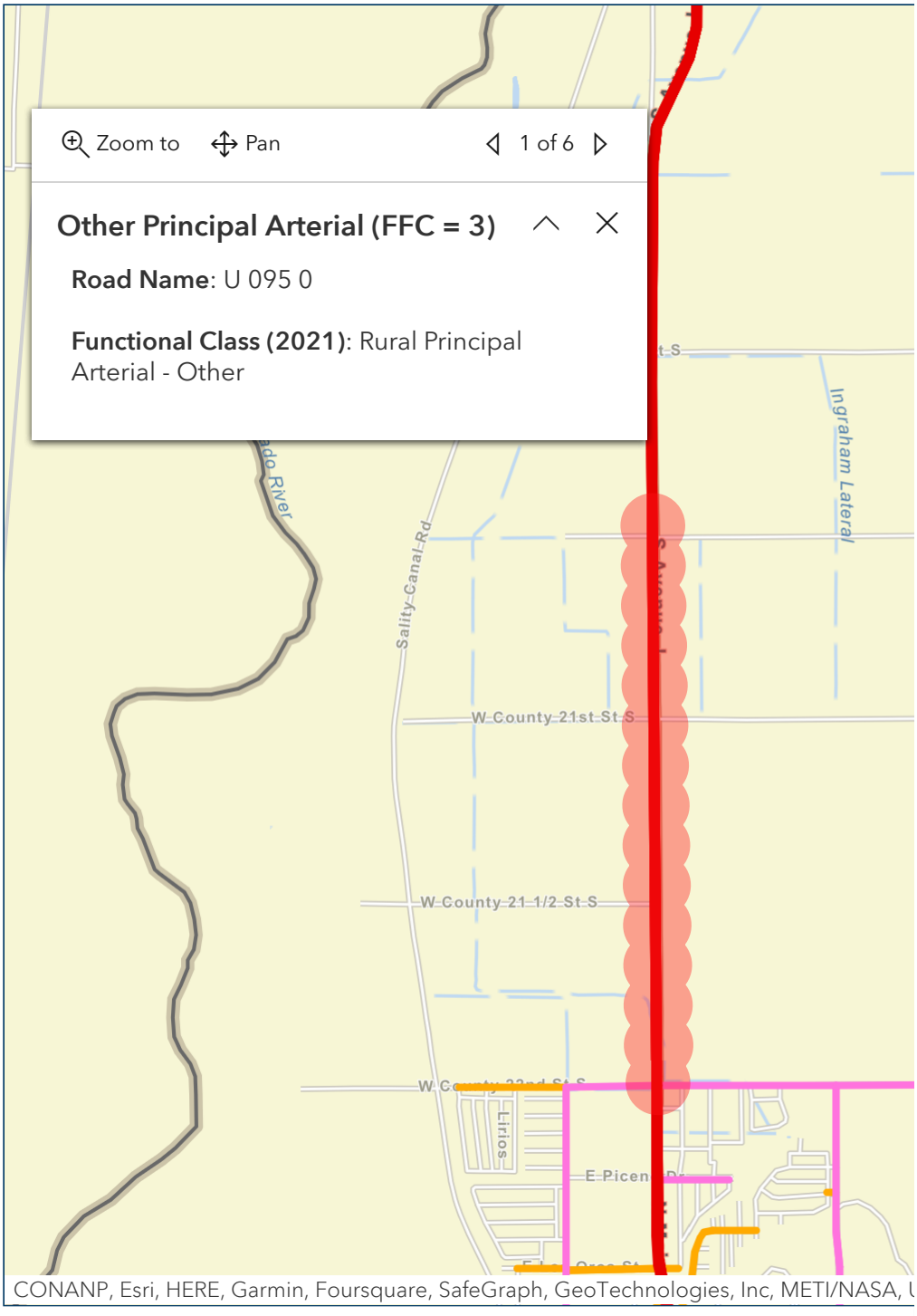
Minor Arterial (FFC = 4)

Collectors

Major Collector (FFC = 5)

Minor Collector (FFC = 6)

Zoom in on the map to see collector roads.

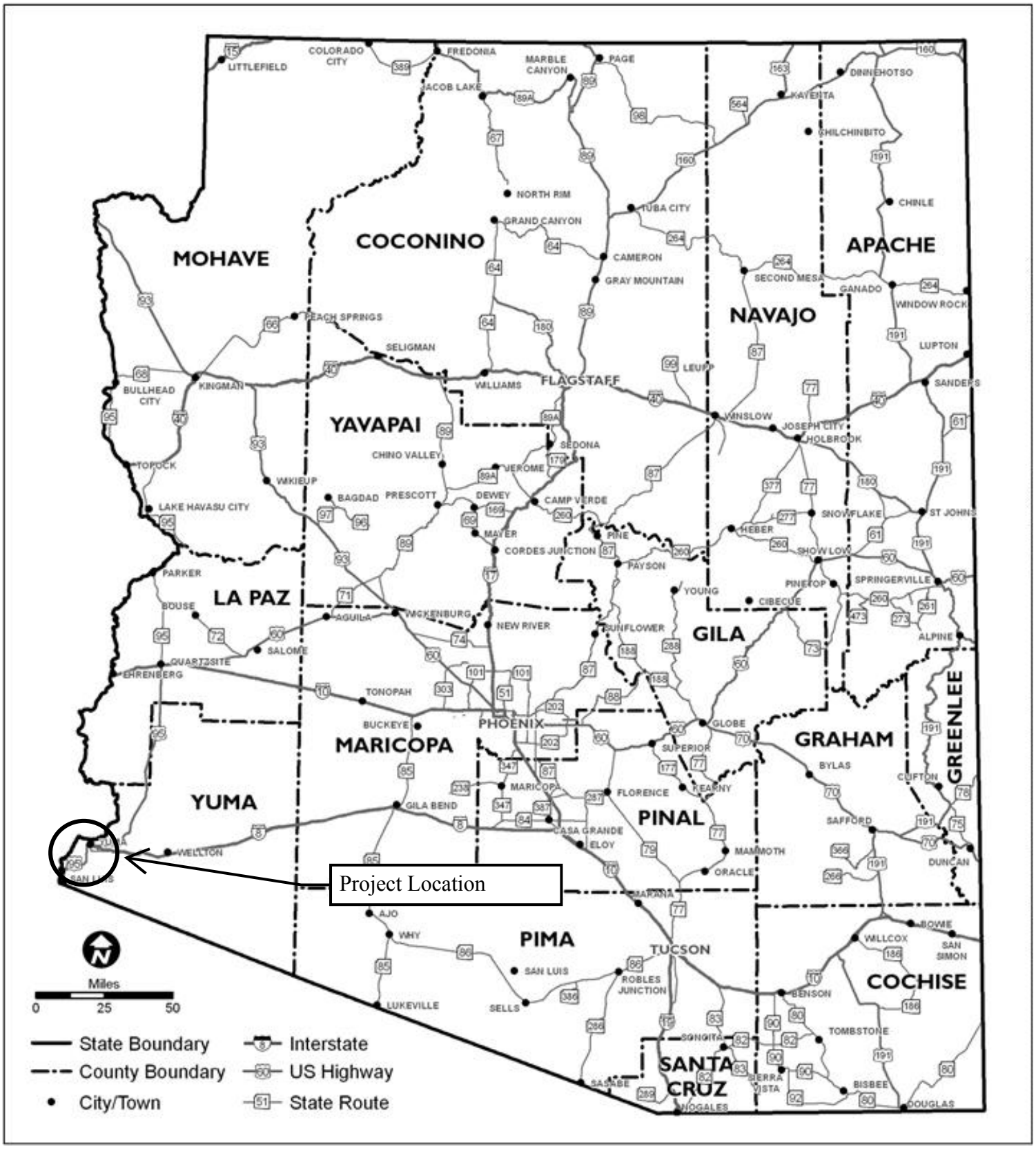


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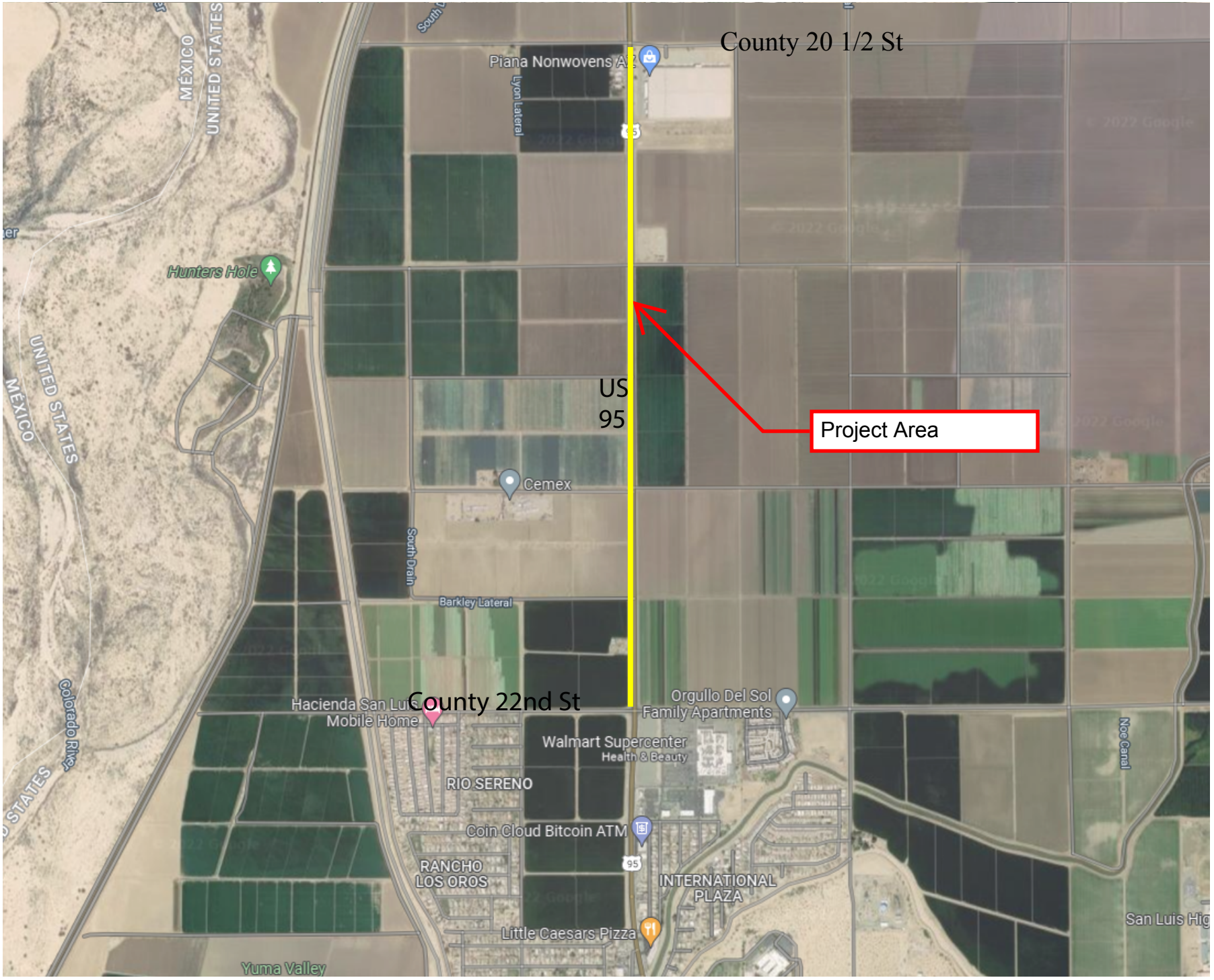
State Location Map

San Luis

US 95: County 20 1/2 St to County 22 1/2 St - Raised Median



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Certificate Of Completion

Envelope Id: FC9AAFBCDD7D430FA1447BD388DE3CE8 Status: Completed

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Signer Events	Signature	Timestamp
Mark Henige MHenige@azdot.gov ADOT Security Level: Email, Account Authentication (None)	DocuSigned by: Mark Henige D9E57E5240E5477...	Sent: 6/7/2023 8:07:01 AM Viewed: 6/7/2023 8:15:36 AM Signed: 6/7/2023 8:15:46 AM
	Signature Adoption: Pre-selected Style Using IP Address: 174.218.16.111 Signed using mobile	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2023 8:07:02 AM
Certified Delivered	Security Checked	6/7/2023 8:15:36 AM
Signing Complete	Security Checked	6/7/2023 8:15:46 AM
Completed	Security Checked	6/7/2023 8:15:46 AM

Payment Events	Status	Timestamps

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. D.**

Meeting Date: 01/10/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2300. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement with the Arizona Department of Homeland Security to participate in the Statewide Cyber Readiness Program; repealing conflicting provisions; and providing for severability. **(Derek Dueñas, IT Manager)**

SUMMARY:

The City of San Luis has been working with the Arizona Department of Homeland Security for cyber protection under a State grant.

This Intergovernmental Agreement (IGA) provides the same services free of charge. The services will provide the city with products designed to enhance cybersecurity and related assistance such as analysis and training. The term of the agreement is for ten (10) years and may be extended by mutual agreement. It may be terminated without cause with thirty (30) days' written notice.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2300.

Fiscal Impact

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

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

The cyber protection services through the Arizona Department of Homeland Security do not have a financial impact on the city.

Attachments

Res. No. 2300

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2300

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY TO PARTICIPATE IN THE STATEWIDE CYBER READINESS PROGRAM; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: the City of San Luis approves the Intergovernmental Agreement with the Arizona Department of Homeland Security to participate in the Statewide Cyber Readiness Program.

Section 2: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 3: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 4 The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of December 2023.

City of San Luis

_____
Nieves Riedel, Mayor

Attest:

_____
Sonia Cornelio, City Clerk

Approved As to Form:

_____
Kay Marion Macuil, City Attorney

Agreement
Between
The State of Arizona Department of Homeland Security
And
City of San Luis (each, a "Party")

Recitals:

a. State of Arizona Department of Homeland Security (hereinafter "AZDOHS") is an agency of the State of Arizona and operating pursuant to Title 41 of the Arizona Revised Statutes.

b. City of San Luis (hereinafter "San Luis") is a political subdivision of the State of Arizona.

c. AZDOHS, pursuant to Arizona Revised Statutes (hereinafter "ARS") 41-4282, is responsible for the State of Arizona's enterprise cyber security strategy, manages the Statewide Cyber Readiness Program (hereinafter "Program"), and possesses certain skills, tactics, techniques and procedures and other Confidential Information pertaining to certain cyber readiness operations and the administration thereof as further defined in this Agreement (hereinafter, "Agreement"), which AZDOHS desires to share with San Luis and/or use to aid San Luis and its cyber operations, pursuant to the direction of the Governor of the State of Arizona. AZDOHS selects, procures, and funds one or more cyber readiness products which may change over time depending on the evolution of cyber security requirements (hereinafter "Products") offered through the Program. AZDOHS desires to assist San Luis in San Luis's use of one or more of the Products, as outlined in this Agreement, which will benefit San Luis's cyber operations.

d. San Luis has opted to participate in the Program, to deploy and operationalize one or more of the Products, and desires to work with AZDOHS and is seeking assistance from AZDOHS regarding skills, tactics, techniques, and procedures pertaining to the Products, as outlined in this Agreement, which also will benefit AZDOHS.

Based upon the mutual promises contained in this Agreement, the Parties hereby agree to be bound as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby made terms of this Agreement.

2. Definitions.

a. Disclosing Party. A Party to this Agreement, including directors, officers, employees, agents or representatives (collectively, "Representatives"), that discloses Confidential Information to the Receiving Party.

b. Receiving Party. A Party to this Agreement, including its Representatives, that receives Confidential Information from the Disclosing Party.

c. Transaction. Any interaction between the Parties undertaken pursuant to this Agreement regarding a specific cybersecurity event or incident, or the sharing of information about those events.

d. Confidential Information. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. Confidential Information is any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:

i.Information relating to the Program, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the

Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to the skills, tactics, techniques and procedures associated with the Program;

ii. Information relating to the Products, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program, including but not limited to information obtained from or through a governmental or private entity providing one or more Products to the Parties to this Agreement and including but not limited to proprietary information belonging to such governmental or private entity.

iii. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

iv. Any concepts, reports, data, know-how, tactics, techniques, procedures, works-in progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program;

v. Any internal data, user id's, passwords, configuration settings, infrastructure design, non-public employee information, personal identifiable information, or any other data maintained by a Disclosing Party to fulfill any of its functions, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program; and

vi. Any other information that should reasonably be recognized as confidential information of the Disclosing Party, which if made available to a third-party, would have the potential to enable persons or entities who are not parties to this Agreement to weaken, undermine or penetrate any of the Parties' cyber security measures whether or not such cyber security measures are a part of the Program.

3. Purpose. The purpose of this Agreement is to establish policies and procedures under which AZDOHS will provide Products to San Luis and assist San Luis with its participation in the Program. In furtherance of this purpose, the Parties further agree:

a. That the Products will be provided to San Luis as a hosted solution in a multi-customer environment. AZDOHS personnel will have administrative access to the Product(s) to provide deployment and operational support to San Luis.

b. That AZDOHS personnel with administrative access to the Product(s) will protect administrative credentials against unauthorized use and access by employing protection measures in compliance with State of Arizona Statewide Information Security Policies, Standards, and Procedures (available at https://azdohs.gov/information-security-policies-standards-and-procedures). Documentation of this will be provided by AZDOHS to San Luis upon request.

c. That any Products and Product licenses and support provided by AZDOHS other than in response to a request under the Arizona Mutual Aid Compact will be funded by AZDOHS and shall be provided to San Luis at no cost to San Luis and with no requirement for reimbursement from San Luis.

4. Scope of Products and Assistance. San Luis and AZDOHS intend to work together, and AZDOHS will provide Products, Product licenses, and related assistance to San Luis as set forth in Exhibit A to this Agreement. The Parties further agree that:

a. Additional exhibits or modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 13 of this Agreement.

b. San Luis shall not request, and AZDOHS shall not provide, any services not in compliance with all State and Federal laws regulating the access to, and utilization of, cyber information.

c. San Luis and AZDOHS understand that AZDOHS will only access and/or make changes to the Products offered to San Luis and/or Product modifications which impact the San Luis with prior notification.

d. The Parties acknowledge that both Parties' records are subject to Arizona public records law and agree that in the event that either Party receives a public records request, subpoena, or other request or demand for records relating to the matters addressed in this Agreement, (1) the Party receiving the public records request, subpoena, or other request or demand for such records shall immediately notify the other Party and provide the other Party with a copy of the public records request, subpoena, or other request or demand for such records; and (2) the Parties shall communicate and cooperate with each other in responding to and/or resisting the public records request, subpoena, or other request or demand for such records, except that each Party shall retain the right to assert its own independent position on whether a record or portion of a record should or should not be produced. The Parties further agree:

i. AZDOHS may review alerts, statistical data, and other data collected to support the Program.

ii. San Luis agrees that AZDOHS may report summary Program metric data to State executive leadership for the purposes of demonstrating the effectiveness and completeness of implementation of the Program.

iii. San Luis agrees that AZDOHS may report aggregated and anonymized information (including but not limited to threat intelligence and technical indicators) to other AZDOHS strategic partners for the purposes of information sharing and furthering the mission of AZDOHS and the Program.

e. San Luis will permit AZDOHS personnel access to San Luis's systems and information as AZDOHS deems necessary. AZDOHS agrees to access San Luis's systems only with prior notification to San Luis and solely for serving the purposes of the Program.

5. Obligations Specific to San Luis. San Luis understands and acknowledges that participation in the Program is voluntary. The Parties agree that San Luis will:

a. Assign primary technical and executive Points of Contacts ("POCs") for coordination with AZDOHS regarding all Products, Product licenses, and related assistance as set forth in this Agreement. The San Luis's technical POCs will coordinate with AZDOHS for San Luis's participation in the Program including but not limited to deployment and operation of the Products. San Luis shall report to AZDOHS any change in the POCs' identity or the POCs' contact information in a timely manner.

b. Utilize Products and the Program to reduce San Luis's cybersecurity risk, and reasonably collaborate with AZDOHS and other participating agencies to improve the Program.

c. Make consistent progress with deployment of the Products and licenses and will maintain regular and open communications with AZDOHS as appropriate. Failure to communicate with AZDOHS is grounds for AZDOHS to reallocate San Luis's Product licenses to other Program participants.

d. Participate in surveys and provide feedback to AZDOHS to improve the Program.

e. Comply with all end user license agreements required by the Product manufacturers.

f. Agree that any additional add-on options for Products, not already available under the Product portfolio, must be approved by the Arizona State and Local Cybersecurity Program Planning Committee (hereinafter "Committee"). The Committee will include representatives from Arizona local governments, tribal governments, and K-12 public school districts. The mission of the Committee will be to ensure greatest value for the Program participating agencies, approve annual purchases, authorize changes to the portfolio of services offered, oversee operations, and suggest improvements to the Program. The San Luis is solely responsible for the funding, procurement, and implementation of all such add-on options.

g. Be permitted to disclose the following items to any person at any time:

i. The fact that San Luis has entered into this Agreement and the details of this Agreement.

ii. A description of San Luis's participation in the Program as stated in this Agreement.

6. Obligations Specific to AZDOHS. AZDOHS, under direction of the Governor of the State of Arizona, has the mission to assist Arizona local governments, tribal governments, and K12 public school districts to reduce cybersecurity risk and to reduce the impact of cyber-attacks. AZDOHS accomplishes this mission, in part, through the Program. Accordingly, the Parties agree that AZDOHS will:

a. Establish a governance program for the Program, to be overseen by the Committee.

b. Make efforts to maintain current, and identify future, funding sources to continue purchasing and maintaining the Program and Products.

c. If funding is discontinued, AZDOHS will make efforts to ensure San Luis has time to plan for a transition of cybersecurity services.

d. Conduct all procurements relating to the subject matter of this Agreement unless otherwise provided in Section 5(f).

e. Communicate to San Luis all significant changes to the Program that could affect San Luis.

f. Acknowledge that data created by or transferred to San Luis's Product environment is owned by San Luis. AZDOHS will provide San Luis's data to San Luis upon termination of this Agreement and participation in the Program as feasible.

g. Communicate system changes to the Product to the Committee and to San Luis 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

h. Communicate changes to San Luis's Product environment and related information to San Luis 48 hours prior to the change being made, with exception that in the event of an emergency, AZDOHS will make efforts to communicate, but will make emergency changes without prior communication if AZDOHS determines this is necessary.

i. Notify San Luis in writing promptly upon the discovery of a system breach or other unauthorized access and/or change to San Luis's Products, but in no case later than 48 hours after discovery of a breach or other unauthorized access.

j. Make efforts to assist San Luis with its regulatory compliance requirements in relation to the Products.

7. Use of Confidential Information. A Receiving Party agrees to use Confidential Information solely in connection with the Program and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.

8. Disclosure of Confidential Information. A Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

a. Except as provided in Sections 4(d) and 5(g) of this Agreement, limit disclosure of any Confidential Information to only those within its control (i) who have executed a Non-Disclosure Agreement protecting Confidential Information to at least the same extent as this Agreement and (ii) who have a need to know such Confidential Information in connection with the relationship between the Parties under this Agreement. Each Non-Disclosure Agreement between a Party to this Agreement and a third-party shall include language providing that (a) the Party to this Agreement signing a Non-Disclosure Agreement with a third-party shall immediately provide a copy of that Non-Disclosure Agreement to the other Party to this Agreement, and (b) either Party to this Agreement shall have the right to enforce that Non-Disclosure Agreement with that third-party.

b. Advise its personnel and representatives of the confidential nature of Confidential Information and of the obligations set forth in this Agreement.

c. Be under no obligation with respect to any information:

i. Which is, at the time of disclosure, available to the general public; or which at a later date becomes available to the general public through no fault of Receiving Party, but only after that later date;

ii. Which Receiving Party can demonstrate was in its possession before receipt of the information from Disclosing Party, which can be proven by written records or other competent evidence;

iii. Which was developed independently by Receiving Party without reference to the information provided by Disclosing Party;

iv. Which is disclosed to Receiving Party without restriction on disclosure by a third-party who has the lawful right to disclose such information;

v. Which is required to be disclosed pursuant to any applicable law or regulation, or pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, except as provided in Section 4(d) of this Agreement.

9. Return of Confidential Information. Receiving Party shall immediately return and redeliver to the other Party all tangible material embodying Confidential Information received hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

a. The completion or termination of the dealings between the Parties contemplated hereunder;

b. The termination of this Agreement; or,

c. At such time as the Disclosing Party may so request.

Provided however that the Receiving Party may retain such of its records as is necessary to enable it to comply with its record retention obligations and policies.

10. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. Limitation of Agreement. The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the Parties.

12. Term. This Agreement shall commence on the date of the last signature herein below, and shall end ten (10) years from such date, unless terminated or extended as set forth in Section 14 of this Agreement.

13. Modifications to this Agreement. Any amendments or changes to this Agreement, including but not limited to amendments or changes to Exhibit A hereto, must be in writing and signed by authorized representatives of both Parties.

14. Termination. Either Party may terminate this Agreement by giving 30 days written notice to the other Party. Such termination notice period shall not commence until receipt of the written notice by the other Party. Access to systems will not be terminated by either Party without prior agreement of both Parties.

15. Disclaimer of Liability. In no event shall the State of Arizona, AZDOHS, the Program or their employees, members, agents, servants, independent contractors or suppliers be liable to San Luis or any third parties affected by the actions taken by AZDOHS pursuant to this Agreement for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss arising out of training conducted pursuant to this Agreement or for special, indirect, consequential, incidental, or punitive damages however caused, and regardless of the theory of liability.

16. Warranty. Each Party warrants that it has the right to make the disclosures called for under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The Parties acknowledge that although they shall each endeavor to include in Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the Parties understand that no representation or warranty as to the accuracy or completeness of Confidential Information is being made by either Party as the Disclosing Party. Neither Party hereto shall have any liability to the other Party or to the other Party's Representatives resulting from any use of

Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

17. Severability. In the event that any provision or Section herein is held invalid or unenforceable, the remaining provisions and Sections shall remain in full force and effect.

18. No Indemnification. Neither Party shall indemnify or hold harmless the other Party.

19. Funding. Every obligation of AZDOHS under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by AZDOHS or San Luis at the end of the period for which funds are available. No liability shall accrue to AZDOHS or any other agency of the State of Arizona in the event this provision is exercised, and neither AZDOHS nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

20. Conflict of Interest. The requirements of ARS § 38-511 apply to this Agreement. Either Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other Party with respect to the subject matter of this Agreement.

21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions.

22. Dispute Resolution. The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes.

23. Forum. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties with respect to the subject matter of this Agreement.

25. Rule of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

26. Further Actions. Each Party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

27. Compliance with All Applicable Law. The Parties agree to comply with all federal, state or local laws, rules or regulations applicable to the subject matter of this Agreement.

28. Independent Status. The Parties are independent contractors, and nothing contained in this Agreement creates a relationship of partnership, joint venture, agency, or employment between the Parties or any of their employees, officers, agents, or contractors.

29. Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute a single instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.

30. No Third-party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon AZDOHS and San Luis as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities.

31. Separate Responsibility. Except as expressly provided in this Agreement, each Party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other Party and the results thereof. In the event that either Party becomes aware of any claim made by or expected from a claimant against a Party to this Agreement, which claim relates to the subject matter of this Agreement, that Party will immediately notify the other Party, and the Parties will share all information regarding such matter and cooperate with each other in addressing the matter.

32. Waiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. It is expressly agreed that in the execution of this Agreement, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

33. Assignment. Neither Party may directly or indirectly assign or transfer its rights and/or obligations under this Agreement by operation of law or otherwise without the prior written consent of the other Party.

34. Force majeure. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission In performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

35. Publicity. No Party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other Party without the prior written consent of that Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 20_____.

Arizona Department of Homeland Security

_____ Signature

City of San Luis

_____ Signature

_____ Name

_____ Title

_____ Date

_____ Name

_____ Title

_____ Date

10966925.2

Under A.R.S. § 11-952(D), I have determined that this agreement is in proper form and is within the powers and authority granted under the laws of this state to the State of Arizona Department of Homeland Security.

_____ Signature

_____ Name

_____ Title

_____ Date

Under A.R.S. § 11-952(D), I have determined that this agreement is in proper form and is within the powers and authority granted under the laws of this state to the City of San Luis, Arizona.

Kay Marion Macuil

Kay Marion Macuil, City Attorney

Dec 21, 2023 Date

Agreement
Between
The State of Arizona Department of Homeland Security
And
City of San Luis (also referred to as "San Luis")

EXHIBIT A

Products provided by AZDOHS to San Luis under this Exhibit A are as follows:

Products	Description
Advanced Endpoint Protection / Endpoint Detection & Response	Advanced Endpoint Protection (AEP) is next-generation antivirus protection that leverages artificial intelligence and machine learning to identify malware before it executes. Endpoint Detection and Response (EDR), also referred to as endpoint detection and threat response (EDTR), is an endpoint security solution that continuously monitors end-user devices to detect and respond to cyber threats like ransomware and malware.
Anti-Phishing / Security Awareness Training	Anti-phishing training provides employees with examples of how to spot phishing attempts and suspicious emails requesting sensitive information from users or infecting systems with malware. This includes sending emails to employees with fake links, mimicking real phishing attempts from outside threats. Employees who click on simulated links will be prompted to complete security awareness training. Security Awareness Training (SAT) features user-friendly online training courses that cover the latest cybersecurity best practices to educate employees on how to keep data and devices safe.
Converged Endpoint Management	Converged Endpoint Management (XEM) platforms provide unrivaled access to real-time asset visibility and the ability to patch at scale with certainty (including devices that are on or off-network or VPN). XEM brings IT Operations, Security, and Risk Management teams together – with a single platform for complete visibility, control, and trust in IT decision-making.
Multi-Factor Authentication	Multi-Factor Authentication (MFA) is a security system that requires more than one method of authentication to verify a user's identity for a login or other transaction. Categories for authentication may include knowledge (something a user knows), possession (something a user has), and inherence (something a user is). MFA provides an extra layer of security to prevent unauthorized access to systems.
Web Application Firewall	Web Application Firewall (WAF) is an application firewall for HTTP applications. It applies a set of policies to help protect web applications from common web exploits that could affect an application's availability and compromise data.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. E.**

Meeting Date: 01/10/2024

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2301. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, amending section HR-4-03(A) of the City of San Luis Personnel Policies relating to Native American Heritage Day holiday observance the day after Thanksgiving; repealing conflicting provisions; and providing for severability. **(Jenny Torres, Acting City Manager)**

SUMMARY:

On September 13, 2023, the City Council passed Resolution No. 2242 regarding holidays. On the topic of the Native American Heritage Holiday, Resolution No. 2242 says it falls on the fourth (4th) Friday in November. It was thought that since Thanksgiving is the fourth (4th) Thursday of the month, the fourth (4th) Friday would always follow Thanksgiving. However, in 2024, the day following Thanksgiving is the fifth (5th) Friday of the month.

This item changes the Native American Holiday to the day following Thanksgiving since that was the intention of Resolution No. 2242.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2301.

Fiscal Impact

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

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

There is no change in the number of holidays. The City budgeted for 12 holidays in FY 2024, so there is no impact on the budget. This resolution merely changes when the Native American Heritage Day holiday is observed from the 4th Friday to the day after Thanksgiving.

Attachments

Resolution No. 2301

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2301

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING SECTION HR-4-03(A) OF THE CITY OF SAN LUIS PERSONNEL POLICIES RELATING TO NATIVE AMERICAN HERITAGE DAY HOLIDAY OBSERVANCE THE DAY AFTER THANKSGIVING; REPEALING CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY.

WHEREAS, On June 26, 2009, the United States Congress passed a joint resolution signed by the President designating the day after Thanksgiving Day as Native American Heritage Day; and

WHEREAS, this resolution repeals the portion of Resolution No. 2242 observing Native American Heritage Day on the fourth Friday in November and observes it instead the day after Thanksgiving; and

WHEREAS, under this resolution, Native American Heritage Day continues as a City of San Luis paid holiday; and

WHEREAS, this resolution restates Resolution No. 2242 to make the change;

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

Section 1: Section HR-4-03(A) of the City of San Luis Personnel Policies is deleted and replaced to read as follows:

HR-4-03 Holidays.

A. **City service holidays**. Holidays shall be observed on the day they occur

   1. unless the Holiday falls on a Saturday, then the Holiday will be observed the Friday preceding the Saturday or

   2. unless the Holiday falls on a Sunday, then the Holiday will be observed the following Monday.

The City observes 12 holidays as follows:

1.	January 1st	"New Year's Day"
2.	3rd Monday in January	"Martin Luther King, Jr. / Civil Rights Day"
3.	3rd Monday in February	"Lincoln-Washington / Presidents' Day"
4.	March 31st	"César Chávez Day"
5.	Last Monday in May	"Memorial Day"
6.	July 4th	"Independence Day"
7.	1st Monday in September	"Labor Day"
3	2nd Monday of October	"Columbus Day"
9.	November 11th	"Veterans' Day"
10.	4th Thursday in November	"Thanksgiving Day"
11.	The day after Thanksgiving Day	"Native American Heritage Day"
12.	December 25th	"Christmas Day"

Section 2: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 3: If a conflict arises between the provisions of this Resolution No. 2301 and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

Section 4: If any section, subsection, paragraph, sentence clause, phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion 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 January 2024.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. F.**

Meeting Date: 01/10/2024
Department Head: Kay Macuil, City Attorney, Attorney's Office
Submitted By: Kay Macuil, City Attorney, Attorney's Office
Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2024-01. An order of the Mayor and City Council of the City of San Luis, Arizona, opting for disbursements of all present and future settlement funds from Yuma County from settlement money in the case titled, In re National Prescription Opiate Litigation: repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The Case:
In re National Prescription Opiate Litigation, Federal District Court, Northern District of Ohio, Multi-District Litigation
Case No. 2804.

Towns, cities, and counties across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking reimbursement for monies spent addressing the opioid crisis. This lawsuit centralizes the lawsuits into one case. It brings criminal charges against thirteen (13) defendants: Purdue, Cephalon, Endo, Mallinckrodt, Actavis, Janssen, McKesson, Cardinal, AmerisourceBergen, CVS, Rite-Aid, Walgreens, and Walmart for:

- two (2) violations of the Racketeer Influenced and Corrupt Organization (RICO) Act and
- two (2) violations of the Controlled Substances Act (CSA)

By Order No. 2019-10, the City Council determined to be part of the litigation, San Luis is bound to the settlements as they are reached. Not all the defendants have settled, but some have. There is no cost to the litigation. The plaintiffs' attorneys are paid off the top of the settlement before the disbursements to the governments.

Settlement Disbursement Plan
There are approximately 34,459 governments involved. The Court anticipates a lump-sum settlement, of an unknown amount but estimates in the range of $20 billion is possible. The Court accepted plans for disbursement for each of the 50 states. Arizona's Plan was the One Arizona Distribution of Opioid Settlement Funds Agreement, which the City Council adopted by Order No. 2021-10 on October 13, 2021. Under this settlement plan, the sum is based on data on how much our population was affected by the opioid crisis. Under this plan, it was estimated that San Luis would receive in the range of $200,000 over 18 years.

Defendants who have Settled and Settlement Funds for San Luis

The two defendants who have settled and there are funds available for San Luis are Mallinckrodt and Janssen.
Mallinckrodt (develops, manufactures, markets, and distributes pharmaceuticals) created a National Opioid Abatement Trust II ("NOATII) for the governmental creditors in this case. Janssen is a pharmaceutical developer of Johnson & Johnson (this year rebranded Johnson & Johnson Innovative Medicine).

Yuma County has received a $42,845.00 deposit from these two settlements for San Luis. There will also be an interest on this sum which the State Treasurer has not yet deposited with the County in the amount of $736.79.

Yuma County has decided any funds it receives will be used by the Public Health Services District. However, since the Public Health Services District doesn't yet know how many cities will be leaving funds with the County, it does not yet have a plan for the funds.

San Luis Public Safety Use of Funds

The uses for the money under the One Arizona Distribution of Opioid Settlement Funds Agreement are broad. However, the defendants in the national litigation have been challenging the uses of the funds. The Arizona League of Cities and Towns put on a webinar that included a slide with the uses that the defendants have not challenged.

Earlier this year, the San Luis Police and Fire Departments met with the Administration and the City Attorney. Although all involved thought that one of the approved uses (a mobile unit for treatment) would be an excellent use of the funds, the estimated funding would not cover the expense of such a unit.

A couple of the approved uses are already available at no cost. The Fire Department already receives Narcan supplies at no cost. The Police Department already has a program that tracks key opioid indicators at no additional cost.

So, the public safety departments opted for prevention through education for the use of the funds.

Reporting

Reporting on the use of funds is due by July 31 every year to the Attorney General's Office.

The Proposed Order

The proposed order opts for the disbursement of the funds to San Luis.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ADOPT AND APPROVE ORDER NO. 2024-01.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Please see the Fiscal Impact Statement
CITY/STATE/FEDERAL FUNDS:	Please see the Fiscal Impact Statement
TOTAL:	Please see the Fiscal Impact Statement
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 the City Council opts to have Yuma County disburse the litigation settlement funds, there will be money available for increasing opioid crisis mitigation efforts.

Currently, the County has $42,845.00 on deposit available to the city. An interest sum is still with the state and will go to Yuma County for disbursement to the city in the amount of $736.79. It is expected that more defendants will settle and more funds will become available. It is uncertain how much money the court will award when the case closes years from now. However, it was estimated that the city's allocation under the One Arizona Opioid Settlement Agreement will be in the range of $200,000 over 18 years. Attorneys for the thousands of governmental entities suing the defendants are paid off the top of the settlement before distributions are calculated, so there is no expense to the city.

Attachments

Order No. 2024-01

Order No. 2019-10 Opiate Litigation

Order No. 2021-10 One Arizona Agreement

Slides for One Arizona Agreement

League Slides on Reporting

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2024-01

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, OPTING FOR DISBURSEMENTS OF ALL PRESENT AND FUTURE SETTLEMENT FUNDS FROM YUMA COUNTY FROM SETTLEMENT MONEY IN THE CASE TITLED, IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of San Luis is a plaintiff in the In re: National Prescription Opiate Litigation, Multi-District Litigation Case No. 2804 (Northern Federal District of Ohio) ("Opiate Litigation") through Order No. 2019-10; and

WHEREAS, the City of San Luis adopted the One Arizona Distribution of Opioid Settlement Funds Agreement through Order No. 2021-10; and

WHEREAS, defendants Mallinckrodt and Janssen in the Opiate Litigation have settled; and

WHEREAS, settlement funds for the City of San Luis, Arizona are available through Yuma County, Arizona; and

WHEREAS, as more defendants settle or are ordered to pay, the money allocated for San Luis will continue to be deposited with Yuma County;

NOW, THEREFORE, BE IT ORDERED by the Mayor and City Council of the City of San Luis, Arizona;

Section 1: The City of San Luis, Arizona opts for Yuma County, Arizona, to disburse all Opiate Litigation funds allocated for the City of San Luis, Arizona, currently available and as more becomes available.

Section 2: If a conflict arises between the provisions of this Order and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Order shall govern.

Section 3: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Order is held to be invalid or unconstitutional by the final decision of any court of

competent jurisdiction or operation of law by binding legislation, such decision or legislation shall not affect the validity of the remaining portion of this Order.

Section 4: City staff shall do and perform, or cause to be done and performed, all such further acts and shall execute and deliver all documents as may be necessary to carry out the intent and accomplish the purposes of this Order.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of January 2024.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2019-10

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO REMAIN IN THE CLASS ACTION CASE TITLED IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION.

WHEREAS, Drug manufacturers, distributors, and retailers of prescription opiate drugs have created a crisis of opioid addictions; and

WHEREAS, all federal court opiate litigation by towns, cities and counties around the country have been centralized into one case in Ohio Northern Federal District Court titled In re: National Prescription Opiate Litigation, Multi-District Litigation Case No. 2804 (ND Ohio); and

WHEREAS, for City of San Luis, Arizona to remain in the case the City Council of the City of San Luis it does nothing;

WHEREAS, for the City of San Luis, Arizona to opt-out of the case the city must file a notice with the plaintiff's' representatives to opt-out by November 22, 2019; and

WHEREAS, the City Council of the City of San Luis understands that the case charges criminal violations of the federal Racketeer Influenced and Corrupt Organization (RICO) Act and the federal Controlled Substances Act against Purdue, Cephalon, Endo, Mallinckrodt, Actavis, Janssen, McKesson, Cardinal, AmerisourceBergen, CVS, Rite-Aid, Walgreens, and Wal-Mart.

WHEREAS, the City Council of the City of San Luis understands that it will be bound to any settlement the parties reach but that it has the right to pursue its own case unless the Ohio federal court approves a settlement, that the City of San Luis has the right to vote on any settlement proposed, that voting numbers for the City of San Luis depend on the population of the City of San Luis, and that the plaintiffs will not accept a settlement unless supported by 75% of the plaintiff towns, cities and counties; and

WHEREAS, the City Council of the City of San Luis finds it in the public interest for the city to remain in the case to deter drug-related crises in the future;

THEREFORE, IT IS ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1. The above-recited findings and understandings of the Mayor City Council of the City of San Luis are incorporated by this reference and made part of this order.

Section 2. The San Luis City Attorney and all city staff are ordered to ensure that the City of San Luis remains in In re: National Prescription Opiate Litigation, Multi-District Litigation Case No. 2804 (ND Ohio).

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this _____ day of November 2019.

Gerardo Sanchez
Mayor

ATTEST:

Sonia Cornelio
City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
City Attorney

CONFORMED COPY
2021-38824 ORDER
10/18/2021 03:37:17 PM Pages: 52 Fees: $15.00
Requested By:CITY OF SAN LUIS
Recorded By: pcovarrubias
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

****

CAPTION HEADING:

Order
Order No. 2021-10
The entering into the "One Arizona distribution of Opioid Settlement Funds Agreement" regarding a plan to allocate potential global settlement funds in the multidistrict litigation case titled "In Re National Prescription Opiate Litigation" and authorization to opt into the distributor settlement and the Janssen Settlement.

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2021-10

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO THE "ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT" REGARDING A PLAN TO ALLOCATE POTENTIAL GLOBAL SETTLEMENT FUNDS IN THE MULTIDISTRICT LITIGATION CASE TITLED "IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION" AND AUTHORIZATION TO OPT IN TO THE DISTRIBUTOR SETTLEMENT AND THE JANSSEN SETTLEMENT.

WHEREAS, approximately 34,459 state and local governments plaintiffs in a class action case captioned, In Re National Prescription Opiate Litigation, Multi-District Litigation Case No. 2804 (United States District Court for the Northern District of Ohio, Eastern Division) (the "Class Action") sued thirteen (13) sets of companies in the pharmaceutical supply chain for misrepresentation about the addictive nature and the need to prescribe opioids (among other claims); which caused addiction, overdose death, and economic burdens on the governments; and

WHEREAS, on December 9, 2020, the City of San Luis entered into a Memorandum of Understanding titled "One Arizona Opioid Settlement Memorandum" ("MOU") and

WHEREAS, all of the counties and 90 of the 91 cities and towns in Arizona signed the same MOU; and

WHEREAS, on July 21, 2021, four (4) of the thirteen (13) defendants and the Plaintiff's Executive Committee, along with several state Attorneys General (including Arizona), have agreed to a nation-wide settlement plan; and

WHEREAS, the nation-wide settlement plan adopted the individual State's distribution of funds described in their MOU's with slight modifications; and

WHEREAS, the Arizona settlement is called the "One Arizona Distribution of Opioid Settlement Funds Agreement" ("Distribution Agreement"), which, as did the MOU,
(1) requires the funds to be used to combat the impacts of the opioid crisis and
(2) provides for a larger sum to be distributed among the counties, cities, and towns if there is one-hundred percent (100%) participation of all the jurisdictions in Arizona; and

WHEREAS, the City of San Luis meets the Arizona Attorney's General deadline to submit

the signed Distribution Agreement by November 10, 2021; and

WHEREAS, On September 23, 2021, the City of San Luis received notice of the Distributor Settlement Agreement (McKesson, Cardinal Health, and AmerisourceBergen) and the Janssen Settlement Agreement (Janssen Pharmaceuticals, Inc. and parent company Johnson and Johnson) and the requirement to opt in to benefit from the settlements.

WHEREAS, the San Luis Mayor and City Council have been fully advised of the nature of the Distribution Settlement's plan for allocation of the global settlement funds and the Distributor Settlement Agreement and Janssen Settlement Agreement in the Class Action.

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

Section 1. It is deemed in the City of San Luis and its residents' best interest that the city enter into the One Arizona Distribution of Opioid Settlement Funds Agreement ("Distribution Agreement"), which is a plan for allocation of funds from the Class Action.

Section 2. A true copy of the Distribution Agreement and its exhibits A, B, C, and D are attached and are incorporated into this Order No. 2021-10 ("Order") by this reference and made a part of this Order as if fully set forth here.

Section 3. The Mayor is authorized and directed to execute the Distribution Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

Section 4. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Order, including, but not limited to, submitting the City of San Luis' executed Distribution Agreement to the Arizona Attorney General's Office on or before the deadline of November 10, 2021.

Section 5. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Order, including, but not limited to, taking the necessary steps to opt in to the Distributor Settlement Agreement and the Janssen Settlement Agreement before January 2, 2022 deadline.

[Intentionally left blank, signature page follows]

Section 6. The San Luis City Clerk and the City Clerk's designee are authorized and directed to maintain a copy of the City of San Luis executed Distribution Agreement in the City Clerk's official files.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 13th day of October 2021

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement ("Agreement") to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. "Contingency Fee Fund" shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.[1]
3. "J&J" shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

[1] Text of both settlements available at https://nationalopioidsettlement.com.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.

6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).

7. "Parties" shall mean the State and the Participating Local Governments.

8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.

11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.

12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.

2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.

5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").[2]

2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.

3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

[2] This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than $500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.

5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.

6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.

7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.

8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.[3]

2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a "tax," then the Participating Local Governments shall first seek to have the settling defendants pay the "tax." If the settling defendants do not agree to pay the "tax," then the "tax" shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.[4]

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[3] Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

[4] This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.[5] In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").

4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.

5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").

6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.

7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.

8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

[5] The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.[6] The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.[7] For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.

2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.

3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.

4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.

5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

[6] Text of settlement available at https://nationalopioidsettlement.com.

[7] Text of settlement available at https://nationalopioidsettlement.com.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.

7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.

9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.

2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this _____ day of _____, 2021.

ARIZONA ATTORNEY GENERAL

_____
Mark Brnovich

APACHE COUNTY

APACHE COUNTY

_____

By: _____

Its: _____

EAGER TOWN

_____

By: _____

Its: _____

SPRINGERVILLE TOWN

_____

By: _____

Its: _____

ST JOHNS CITY

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By: _____

Its: _____

COCHISE COUNTY

COCHISE COUNTY

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BENSON CITY

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BISBEE CITY

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DOUGLAS CITY

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HUACHUCA CITY TOWN

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SIERRA VISTA CITY

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COCONINO COUNTY

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FLAGSTAFF CITY

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FREDONIA TOWN

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PAGE CITY

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SEDONA CITY

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THATCHER TOWN

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CLIFTON TOWN

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DUNCAN TOWN

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LA PAZ COUNTY

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EL MIRAGE CITY

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FOUNTAIN HILLS TOWN

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MARICOPA COUNTY

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MESA CITY

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PARADISE VALLEY TOWN

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PEORIA CITY

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PHOENIX CITY

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MARICOPA COUNTY

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YOUNGTOWN TOWN

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MOHAVE COUNTY

MOHAVE COUNTY

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KINGMAN CITY

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LAKE HAVASU CITY

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NAVAJO COUNTY

NAVAJO COUNTY

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HOLBROOK CITY

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PINETOP-LAKESIDE TOWN

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SHOW LOW CITY

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SNOWFLAKE TOWN

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TAYLOR TOWN

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WINSLOW CITY

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PIMA COUNTY

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MARANA TOWN

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ORO VALLEY TOWN

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SAHUARITA TOWN

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SOUTH TUCSON CITY

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TUCSON CITY

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PINAL COUNTY

PINAL COUNTY

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CASA GRANDE CITY

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COOLIDGE CITY

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ELOY CITY

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FLORENCE TOWN

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KEARNY TOWN

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MAMMOTH TOWN

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MARICOPA CITY

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SUPERIOR TOWN

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Its: _____

SANTA CRUZ COUNTY

SANTA CRUZ COUNTY

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By: _____

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NOGALES CITY

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Its: _____

PATAGONIA TOWN

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YAVAPAI COUNTY

YAVAPAI COUNTY

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CAMP VERDE TOWN

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CHINO VALLEY TOWN

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CLARKDALE TOWN

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COTTONWOOD CITY

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DEWEY-HUMBOLDT TOWN

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JEROME TOWN

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PRESCOTT CITY

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PRESCOTT VALLEY TOWN

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YUMA COUNTY

YUMA COUNTY

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SAN LUIS CITY

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SOMERTON CITY

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YUMA CITY

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Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

   a. Medication-Assisted Treatment (MAT);

   b. Abstinence-based treatment;

   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
		GRAHAM COUNTY			
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
		GREENLEE COUNTY			
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
		LA PAZ COUNTY			
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
		MARICOPA COUNTY			
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

One Arizona Opioid Settlement Memorandum of Understanding (One Arizona Plan)

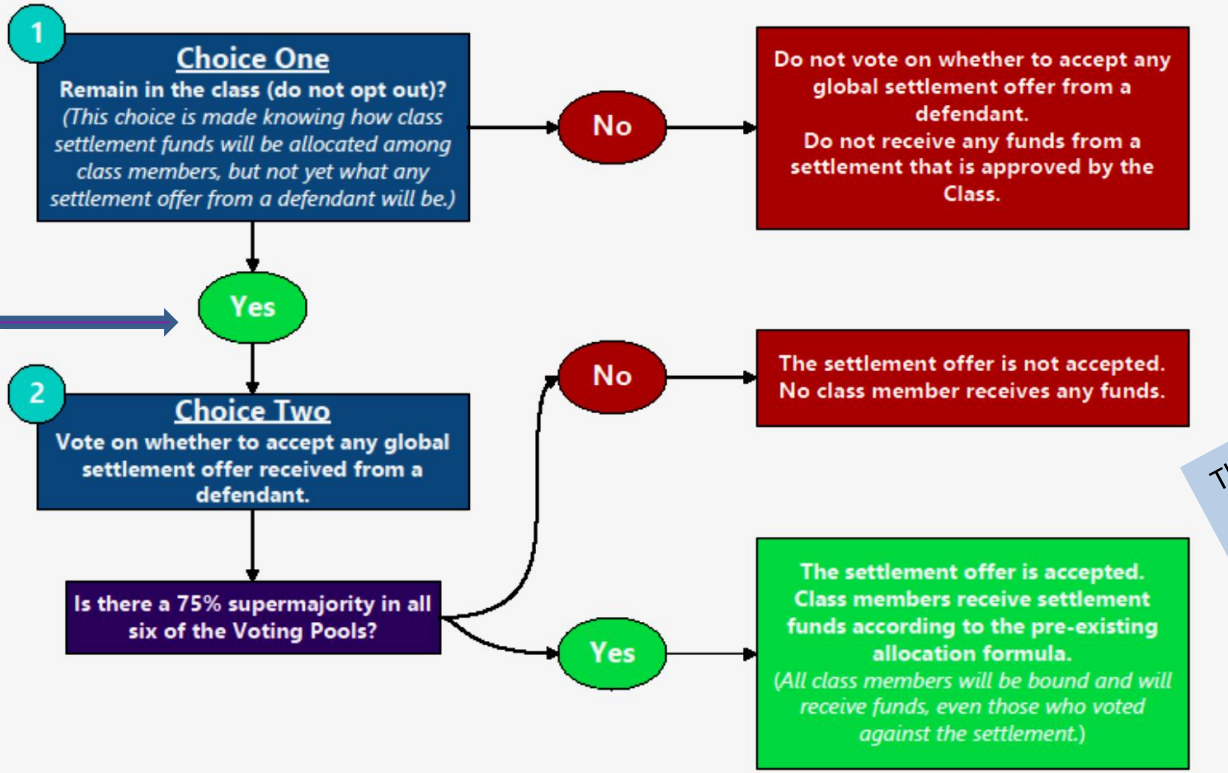
Class Action Litigation

- Goal-recover money to help fight the opioid crisis from those responsible for it.
- Local Governments (counties, cities and towns **"LG's"**) against makers, promoters, distributers & sellers of prescription opioids(**"Pharmaceutical Supply Chain"**)
- **Basic claims of misrepresentation motivated by $ profit** against the Pharmaceutical Supply Chain about
    1. **addictive nature** and
    2. **need to prescribe**
- The Court approved a Negotiation Class of Local Governments **("LG's"**) (Not included: Native American Tribes, insurance companies, school districts & special taxing districts) More detailed information at

https://www.opioidsnegotiationclass.info/Home/FAQ



Cities/Counties Negotiation Class Flowchart



Roadmap
We are still at the First Phase
No Final Settlement Yet

Nov 13, 2019
Council opted i

Dec 9, 2020
Council Agree to MOU adopt Fund Distribution Plan

The Negotiation Class ends September 11, 2024



Negotiation Class Counsel Developed an Allocation Model for a Potential Lump-Sum Settlement

Allocation Model Developed

Allocation Model
(***NOT*** Based on Population)



Allocation Model Developed

Based on Reliable Federal Opioid Data

More on this in later slides




Rx



The Plan in Arizona + the Allocation Model

MOU = Unified Arizona **Plan**

"One Arizona Opioid Settlement MOU"

Documents:

- **Cover Letter** from the Arizona Attorney General
- **MOU** One Arizona Opioid Settlement Memorandum of Understanding
- **Exhibit A** Approved Uses of Settlement Funds
  (Opioid Abatement Strategies)
- **Exhibit B** Percentage Share of Settlement Funds to Arizona's 15 "Regions"(a "Region" is a county plus its constituent cities and towns)
- **Exhibit C** Percentage Share to counties, cities and towns
- **Exhibit D** Participation of Cities and Towns - sliding scale from 0% to 100% participation what % County Allocation will be.



MOU=Arizona-Specific Plan to Share Potential Settlement Funds

"One Arizona Opioid Settlement MOU"

General Principles

Free to pursue other resolutions – **Litigate individually.** (can litigate and participate, but if don't participate structured so less funds available to those LGs who participate if not 100% participation)	This is a **PLAN**, not the settlement. If there is a settlement, the litigating attorneys will send out a separate settlement agreement for City Council's consideration.	As a plan for fund distribution, it **does not bind** the parties to a **specific outcome** of the settlement itself.

Funds to be used to combat the opioid crisis List on Exhibit A

National Level

To settle with **~34,459** governments,
anticipated Lump-Sum Settlement,
unknown amount but upwards of $20 billion is possible.

15% will go to a "Special Needs Fund" for Negotiation Class Members to apply for
(1) recover costs of litigating its own opioid lawsuit for cases before June 2019,
(2) local impacts of the opioid crisis not captured in the Allocation Model



Arizona Level

2.38% Arizona's Portion

Includes:

- the State of Arizona,
- 15 counties,
- 91 cities and towns

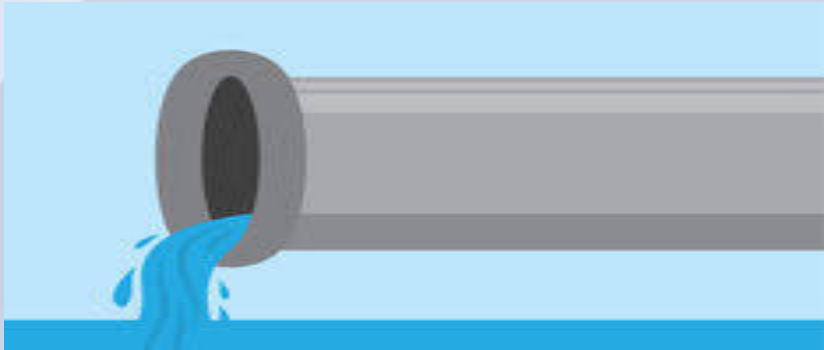
combined.



ARIZONA LEVEL

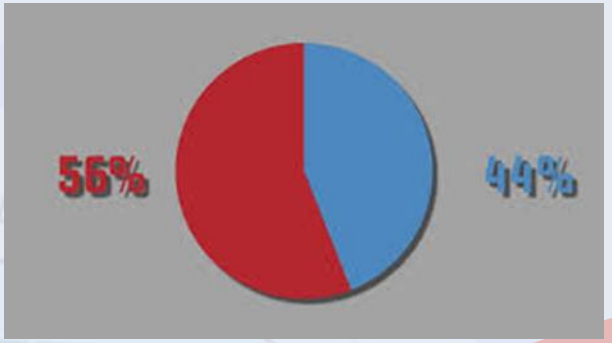
0.005% of the 2.38% of Arizona's Portion of the National Fund off the top for the Trustee to pay the state & LG's directly

Good in that Money flows From Trustee directly to the State and LG's without Boards etc.



INSIDE THE STATE OF ARIZONA LEVEL

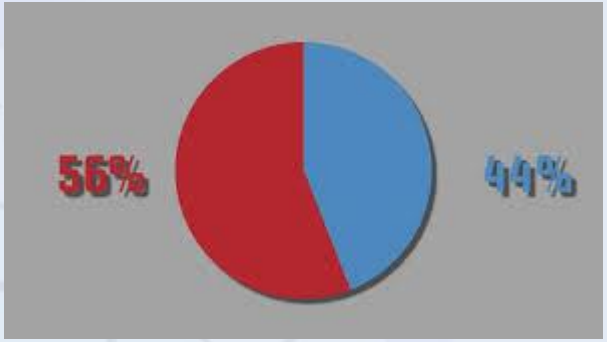
56%
of the 2.38% of Arizona's Portion to **LG's**



44%
of the 2.38% of Arizona's Portion to **State of Arizona**

14.25% *of the 56% to LG's off the top for a "Backstop Fund" In case the "Special Needs Fund" or "Common Benefit Fund" does not fully compensate the litigation costs. Attorneys' Fees are capped at 25% contingency fee. Any amount not used goes back to the LG's.*

INSIDE THE STATE OF ARIZONA LEVEL



56% to <u>Participating</u> Local Governments (LG Share) (0 Zero to those who don't participate)

LG's who are litigating outside the class action may participate

The State may consult with LG's as to the State allocation

44% to the State of Arizona (Arizona Has Pending Cases) The State will endeavor to prioritize up to 30% of its share for education & awareness, prison and jail populations rehabilitation, interdiction & abatement on the border including treatment facilities and services

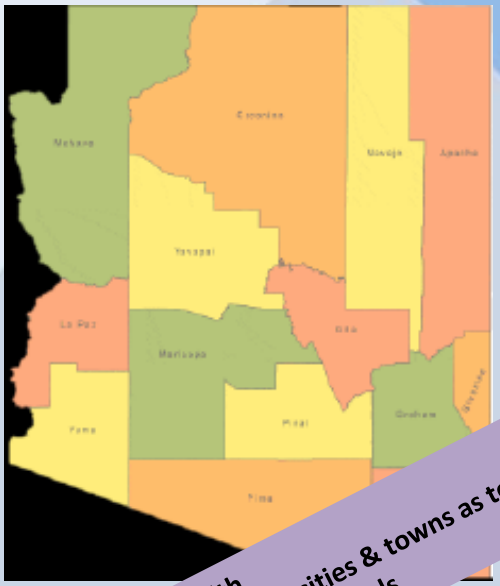
All 15 Counties Signed the One Arizona Opioid Settlement MOU

For 100% of the counties signing, the counties get 60% of their allocations.

If 100% of the cities and towns sign, the counties will get the remaining 40% allotment.

If an individual county has less than 100% of its cities and towns to sign, then the sliding scale applies to that county. (Exhibit D of the One Arizona Opioid Settlement MOU)

Those counties that do not reach 100% participation the remainder will go to the State and the LG's share of those counties that achieved 100%.



County Health shall consult with cities & towns as to distributing County Funds

Region Level

2.008% of the 56% to LG's in the State goes to *our Region*

(Exhibit B of the One Arizona Opioid Settlement MOU)



Our Region = County: Yuma

Cities: San Luis and Somerton

Town: Wellton

Combined



Regional Level – Allocation Model

3 factors address the most critical causes and effects of the opioid crisis and are weighted equally (1/3-1/3-1/3):

(1) the amount of **opioids shipped** to the region (further explanation, next slide),
(2) the number of **opioid deaths** that occurred in the region and
(3) the number of people who suffer **opioid use disorder** in the region.





Regional Level – Allocation Model

The amount of opioids shipped to a Region is adjusted based on:

(1) opioid use disorder prevalence or

(2) the rate of opioid-involved deaths in the Region,

whichever is worse relative to national averages.

The model makes this adjustment because the oversupply of opioids had more harmful effects in some counties than in others. **The allocation model is designed *not* to favor either small or large Regions based solely on population**. The model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.



Individual LG Level

4.8% of the 2.008% to *our Region* goes to San Luis (Exhibit C of the One Arizona Opioid Settlement MOU)



Note: Exhibit C has a percentage for each of the LG's in Our Region

County: Yuma

Cities: San Luis and Somerton

Town: Wellton

Individual LG Level – Allocation Model

3 Options for slicing the pie:

(1) The LG's (Yuma County, Cities of Yuma, Somerton & San Luis and Wellton) choose how to allocate the funds,

(2) Ask the Class Action Court in Ohio to appoint a special master to devise a formula

or . . .





Individual LG Level – Allocation Model

3 Options how to slice the pie continued – the <u>default</u> allocation:

. . .

(3) proportionate share based on historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.











Individual LG Level – Allocation Model

If the default allocation is used and a city's or town's share is **less than $500** options:

- distribute to the county in which the city or town lies to allow practical application of the abatement remedy.

Other remedies would be

- apply to the Special Needs fund or
- ask the Court to appoint a special master



Calculation

For simplicity, starting with $100.00 and not taking out for the litigation funds and trustee's fee, this is how it works:

- National $100.00
- Arizona 2.38% of $100.00 = $2.38
- LG's within Arizona 56% of $2.38 = $1.33
- Our Region 2.008% of $1.33 = $0.26
- San Luis' share 4.8% of $0.26 = $0.012



No Settlement Yet

- The Negotiation Class makes the possibility of a global settlement more feasible.
- There is no guarantee that there will be any settlement.
- It is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

The Negotiation Class will end September 11, 2024.



The Court has not made any decisions on the claims

Questions?



In re Opioids: One Arizona Agreement Webinar

Presented By:

Gretchen Freeman Cappio, Keller Rohrback L.L.P.

Garrett Heilman, Keller Rohrback L.L.P.

JoJo Tann, Law Office of Joseph C. Tann, PLLC

May 1, 2023

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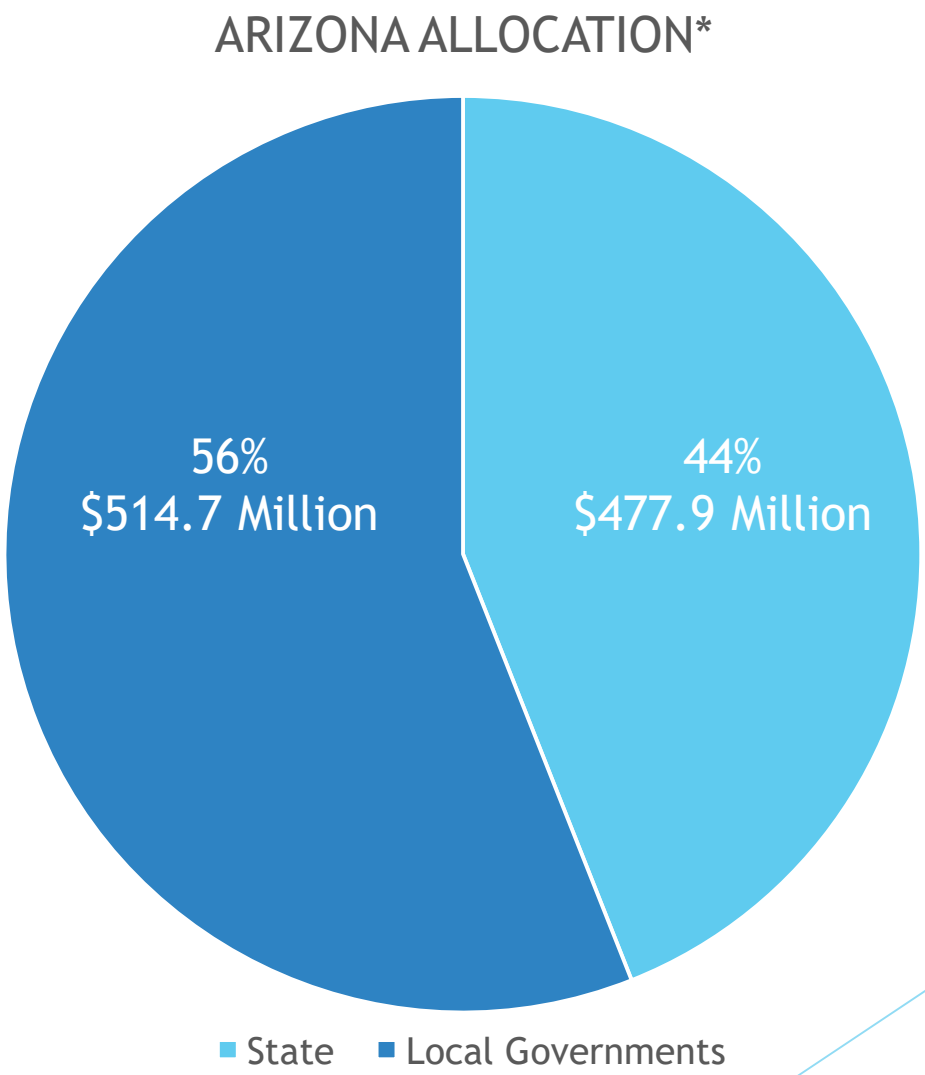
The information and content within this presentation are for general informational and educational purposes only. Because each Local Government may be situated differently, the information provided in this presentation does not, and is not intended to, constitute legal advice and should not be relied on.

One Arizona Reporting Obligations

DATE	FUND SOURCE	REGION (County Name)	LOCAL GOVERNMENT (County, City or Town)	ALLOCATION RECIPIENT	TOTAL AMOUNT AWARDED	PROGRAM FUNDED	APPROVED PURPOSES CATEGORY	SECONDARY APPROVED PURPOSES CATEGORY (only if applicable)	AMOUNT DISBURSED DURING FISCAL YEAR

A. Treat Opioid Use Disorder (OUD)
B. Support People in Treatment and
C. Connect People Who Need Help t
D. Address the Needs of Criminal-Jus
E. Address the Needs of Pregnant or
F. Prevent Over-Prescribing and Ensu
G. Prevent Misuse of Opioids
H. Prevent Overdose Deaths and Oth

In re Opioids: Allocation from One Arizona Distribution Agreement



*These figures represent allocations from settlements with Distributors, Janssen, Teva/Allergan, and the Settling Pharmacies.

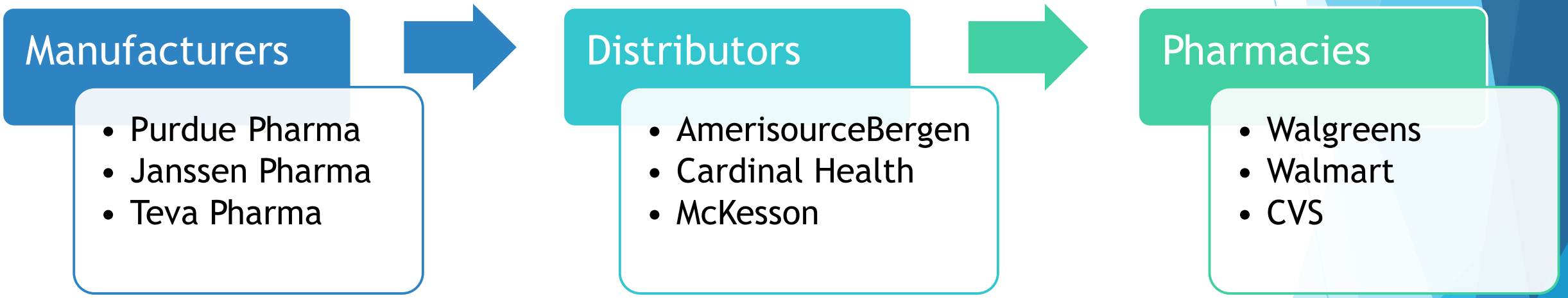
In re Opioids: Settlement Agreements

National Settlement Agreements v. One Arizona Distribution Agreement

- National Settlements Set the "Rules of the Road"
- Approved Uses
- Reporting & Record Keeping



In re Opioids: Litigating Defendants



In re Opioids: Settling Defendants (to date)

Distributor & Janssen Settlements

- AmerisourceBergen
- Cardinal Health
- McKesson Corporation
- Janssen Pharma Defendants

Retailer & Manufacturer Settlements

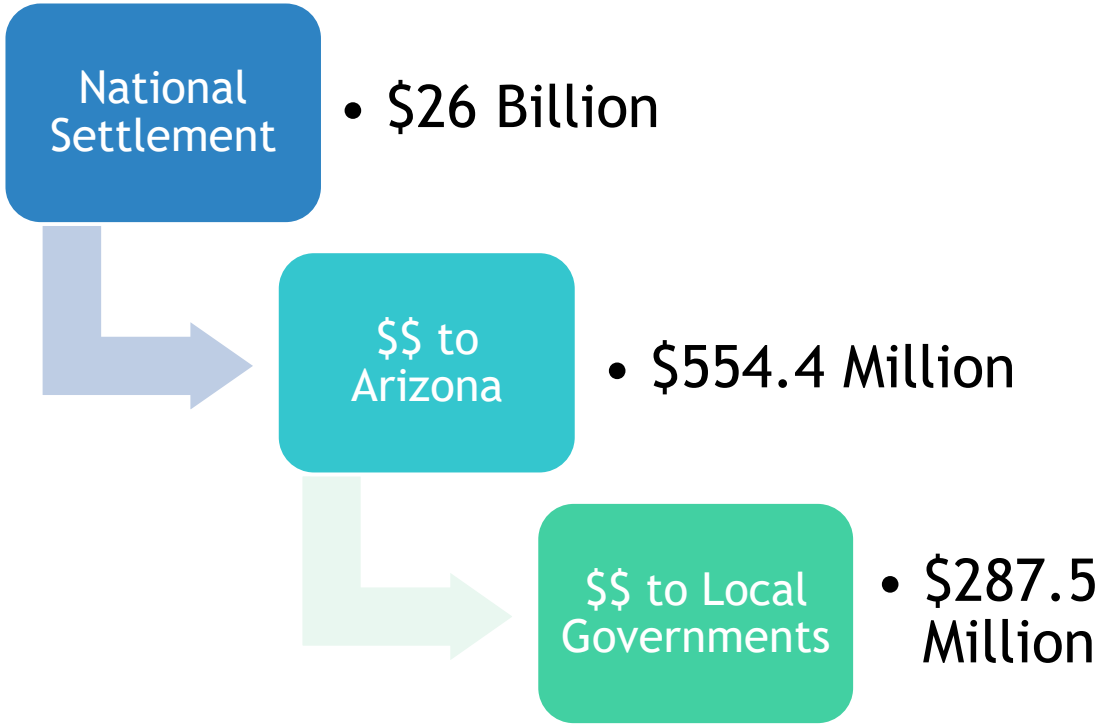
- Walmart, Walgreens, and CVS
- Allergan & Teva Pharma Defendants

Pending Bankruptcy Proceedings

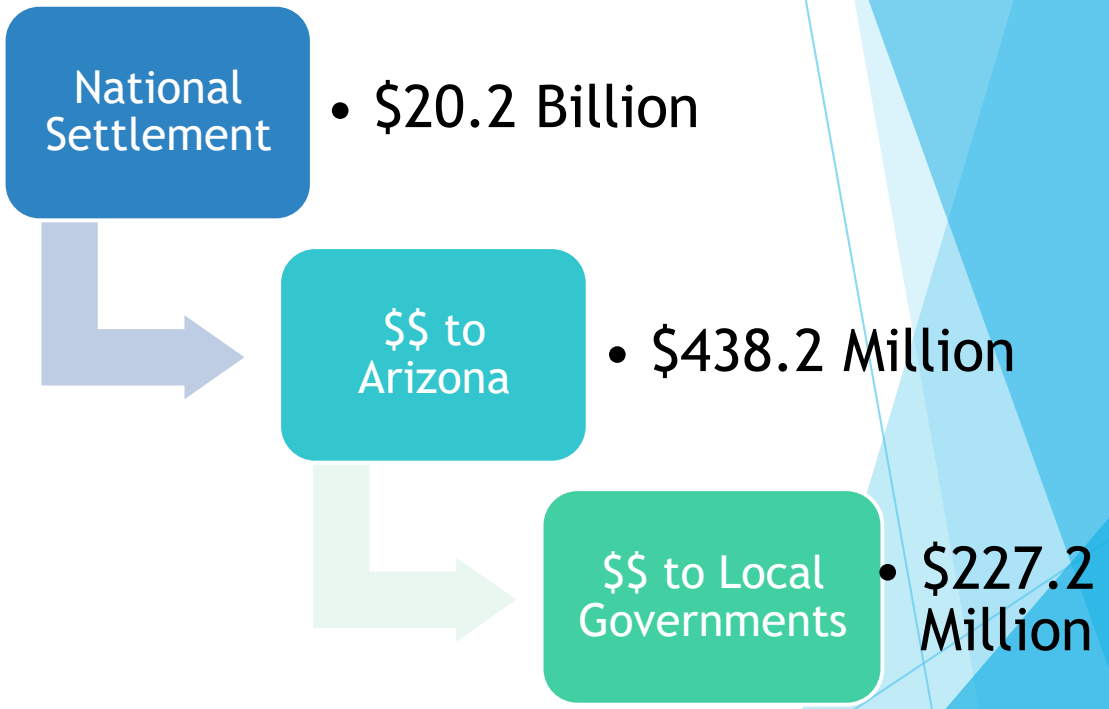
- Purdue Pharma
- Mallinckrodt
- Endo Pharma Defendants

In re Opioids: National Settlement Amounts

- Distributor & Janssen Settlements:

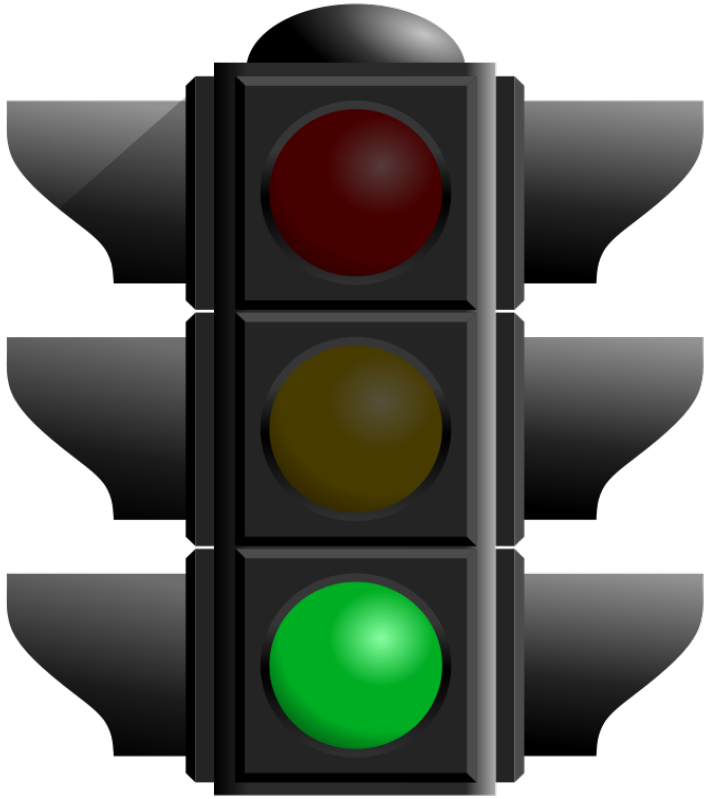


- Retailer & Manufacturer Settlements:



In re Opioids: Settlement Agreements

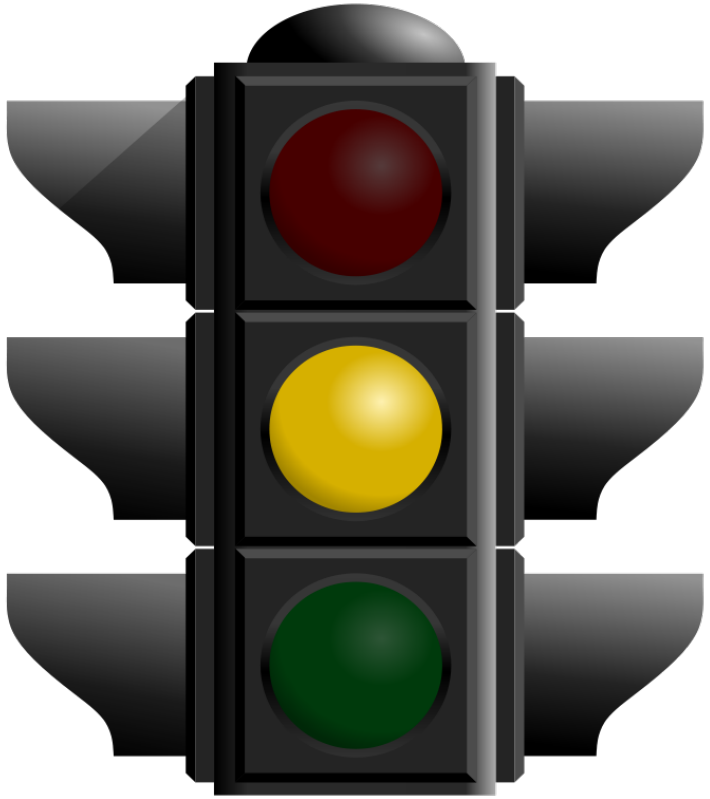
Approved Uses



- Treat OUD
  - Narcan, Expand Recovery Centers, and Support mobile services for OUD and MH treatment.
- Prevention
  - Fund Anti-Drug Coalitions, Drug Take-Back Programs, and Educate the Public to respond to ODs.
- Other Strategies
  - Educate LEO on Precautions with Opioids, Support 1st Responders Traumatized by Opioid Events, and Track Key Opioid Indicators.

In re Opioids: Settlement Agreements

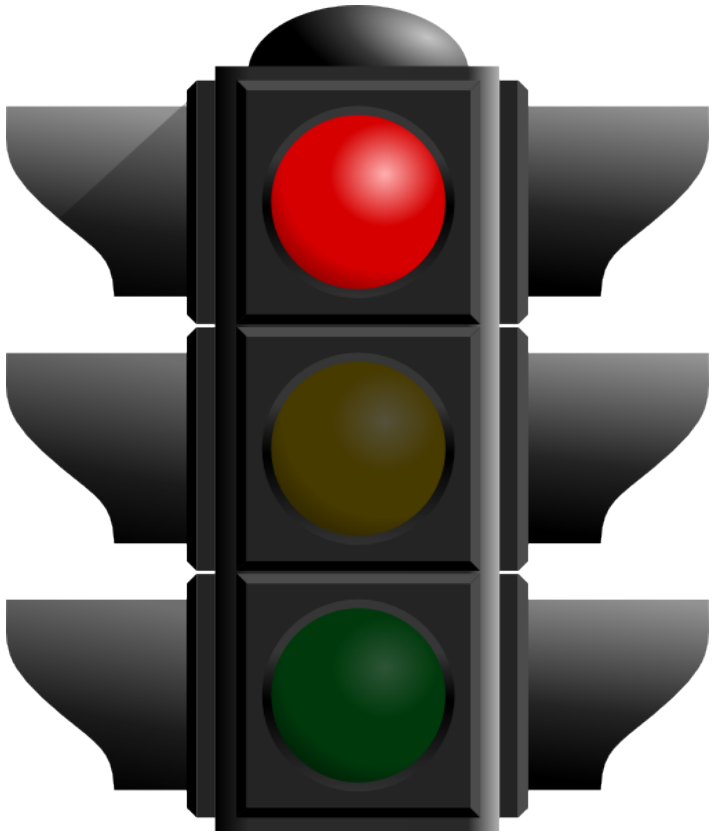
Approved Uses



- Treat OUD
  - County Prosecution Diversion Programs
- Other Strategies
  - Reimbursements for current law enforcement expenditures not directly related to the opioid epidemic.

In re Opioids: Settlement Agreements

Approved Uses



- Don’t…
  - Comingle with general funds
  - Pay to fill potholes
  - Raise the salaries of staff who don’t work on opioid remediation

In re Opioids: Settlement Agreements

Reporting Requirements

Deadline for Reporting: July 31

What you ***MUST*** report

Amount of the LG Share

Allocation of Any Funds

The Amounts of Funds Distributed

The Purpose of the Distribution

In re Opioids: Settlement Agreements

Reporting Spreadsheet

- Reporting Spreadsheet:
  - What is it?
    - Intended to fulfill reporting obligations under the agreement
  - How will it be used?
    - Will be posted online and could be used to determine compliance
  - How to use it:
    - Pre-populated drop-down menus
    - Award / Disbursements: Dates & Amounts
    - Check your work!

In re Opioids: Settlement Agreements

Record Keeping

What You Must Keep:

- Contracts/MOUs
- Disbursement Receipts
- Invoices of Work Performed
- Procurement-Related Paperwork
- Grant-Related Paperwork

For How Long?

5 Years

Common Questions

- What happens to funds that aren't spent that year?
- What are options if a Local Government doesn't want the funds and/or to deal with compliance obligations?
- What happens if the State or Local Government do not use funds for Approved Purposes?

Additional Questions?

Please email OneAZQuestions@KellerRohrback.com

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. G.**

Meeting Date: 01/10/2024

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

Submitted By: Jose A. Guzman, Director of Development Services, Development Services

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding adopting a Notice of Intention to adopt new and amend Permits and Application Fees for Development Services and Public Works Departments. **(Jose A. Guzman, Director of Development Services and Eulogio Vera, Director of Public Works)**

SUMMARY:

The current permits and application fees for Development Services and Public Works have not been updated to reflect current operations and costs. Therefore, staff is proposing to update the fees for various permits and application procedures for Development Services and Public Works.

In order for the City Council to consider the updated fees, there must first be a posting and newspaper publishing of the attached Notice of Intent to Increase Permits and Application Fees and the supporting report. The notice informs the public that a public hearing will be held on March 13, 2024, at 6:00 p.m. in the Council Chambers. If passed by the City Council on March 13, 2024, the new fee schedule would take effect on April 12, 2024 (30 days after approval). The schedule of the proposed increases and new fees will be available on file with the City Clerk and on the City's website at least 60 days prior to the hearing (January 13, 2024). The notice complies with notice procedures required by Arizona Revised Statutes § 9-499.15.

The fee update is necessary to ensure that the fees we collect are fair, reasonable, and in line with the costs associated with processing permits and applications. The proposed fee adjustments have been considered and are based on several factors, including a comparative analysis with neighboring jurisdictions, the actual staff time spent processing each application, and the increased cost of newspaper notices, which are mandated by state law.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT THE NOTICE OF INTENT AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

N/A

Attachments

Notice of Intent

Development Services Proposed Fee Schedule

Public Works Proposed Fee Schedule

CITY OF SAN LUIS

PUBLIC NOTICE

NOTICE OF INTENT TO ESTABLISH NEW OR INCREASE FEES

PERMITS AND APPLICATION FEES PURSUANT TO A.R.S. § 9-499.15

Pursuant to A.R.S. § 9-499.15, the City of San Luis, Arizona, hereby gives notice that it may adopt a resolution to impose new or increased fees and will post on the City's website a copy of the proposed new or increased fees. The fees to be adopted and/or increased are Permits and Application Fees for Development Services and Public Works Departments.

The City of San Luis Council will consider approving these proposed fees after a Public Hearing to be held on March 13, 2024, in the Council Chambers, 1090 E. Union Street, San Luis, Arizona, as part of the Council Meeting scheduled to begin at 6:00 pm.

THE ABOVE FEES WILL BECOME EFFECTIVE THIRTY (30) DAYS AFTER APPROVAL BY THE CITY COUNCIL.

Copies of the fee schedule for the new or increased fees may be reviewed at the office of the City Clerk of the City of San Luis, 1090 E. Union Street, San Luis, Arizona 85349 during normal office hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. The permits and application fee schedule is also available on the San Luis website at https://www.sanluisaz.gov. Persons wishing to comment on the proposed changes may do so, in writing, prior to the public hearing to be held on the date listed above, or may testify in person at the hearing. After the public hearing of March 13, 2024, the City Council may approve, disapprove, or modify said resolution.

Dated this 13th DAY OF JANUARY 2024.

DATE POSTED ON THE CITY OF SAN LUIS WEBSITE: JANUARY 13, 2024.

DEVELOPMENT SERVICES DEPARTMENT PLANNING AND ZONING DIVISION		
GENERAL PLAN		
Description	***Current Fee***	***Proposed Fee***
Minor Amendment (Map)	$500 per Land Use Category	$600 + $50 per acre
Major Amendment (Map)	$600 per Land Use Category plus outside review	$700 + $50 per acre
Major Amendment (Text)	$600 per Chapter + outside review	$600 per Chapter
ZONING		
Description	***Current Fee***	***Proposed Fee***
Residential	$300 for first acre + $10 per additional acre	$500 first acre + $20 add. acre
Commercial/Industrial	$500 for first acre + $10 per additional acre	$700 first acre + $40 add. acre
Rezoning following Annexation within 6 months of annexation	No Charge within the first 6 months. After that regular fees apply.	No Charge within the first 6 months. After that regular fees apply.
Appeal of Zoning Interpretation	No Charge	$200
Reversion of rezoning due to inaction or non-compliance with conditions	No Charge	No Charge
Zoning Text Amendment	$250	$500 per chapter
CONDITIONAL USE PERMIT		
Description	***Current Fee***	***Proposed Fee***
Residential	$150	$600
Commercial/Industrial	$400	$1,000
Request for continuation of Public Hearing by applicant (fees are cumulative)	10% of original fee (0 - 90 days) 50% of original fee (91 - 365 days)	10% of original fee (0 - 90 days) 50% of original fee (91 - 365 days)
Requests for continuation of completion or compliance deadline	10% of original fee (0 - 90 days) 50% of original fee (91 - 365 days)	10% of original fee (0 - 90 days) 50% of original fee (91 - 365 days)
VARIANCE		
Description	***Current Fee***	***Proposed Fee***
Residential	$100	$600
Commercial/Industrial	$300	$800
Appeal of Ordinance Interpretation or Minor Variance	$263 plus $25 for each additional item	$263 plus $25 for each additional item
Minor Variance (Residential)	50% of Variance fee plus $10 for each additional item	50% of Variance fee plus $10 for each

Minor Variance (Non-Residential)	50% of Variance fee plus $10 for each additional item	50% of Variance fee plus $10 for each
TEMPORARY USE PERMITS		
Description	***Current Fee***	***Proposed Fee***
Temporary Use Permit (Residential)	$40	$150
Temporary Use Permit (Non-Residential)	$125	$200
Appeal of Temporary Use denials and revocations - Residential	$25	$75
Appeal of Temporary Use denials and revocations - Commercial/Industrial	$60	$150
SUBDIVISION REVIEW		
Description	***Current Fee***	***Proposed Fee***
Preliminary Plat	$500 + $10 per lot or tract plus cost of outside review	$1400 + $8 per lot or tract
Final Plat	$300 + $10 per lot or tract plus cost of outside review	$700 + $4 per lot or tract
Lot Split / Lot Tie - Single Family	$100 plus cost of outside review	$300
Lot Split / Lot Tie - Multi-Family or Non- residential	$100 plus cost of outside review	$400
Minor Lot Division	No Charge except cost of outside review	$200
Amendment to Approved Lot Tie/ Lot Split / Minor Land Division	$124 plus cost of outside review	$200
Subdivision Text Amendment	$263	$500 per chapter
Appeal of Subdivision Interpretation	No Charge	$250
Reversion (abandonment) of	No Charge	No Charge
Amendment to Approved Plat	$300 plus cost of outside review	$800
Right-of-way abandonment	$290	$350
MISC. APPLICATIONS & FEES		
Description	***Current Fee***	***Proposed Fee***
Street Name Change	$989 + cost of replacing street signs	$989 + cost of replacing street signs
Continuation Public Hearings (applicant's request)	10% of original fee (0 - 90 days) 50% of original fee (91 - 365 days)	10% of original fee (0 - 90 days) 50% of original fee (91 - 365 days)
Certificate or Written Verification of	No Charge	$50
Written Administrative Decision or Planning Director Interpretation	No Charge	No Charge

DOCUMENTS		
Description	***Current Fee***	***Proposed Fee***
Zoning Ordinance (paper)	$30	$75
General Plan (paper)	$70	$100
Subdivision Ordinance (paper)	$25	$50
Addressing Policy (paper)	$5	$25
CD of any document	$20	Remove
PZ Agenda Subscription (e-mail)	No charge	No charge
PZ Agenda Subscription (US mail)	$5	Remove
MAPS		
Description	***Current Fee***	***Proposed Fee***
8.5 x 11 (color)	$5	Remove / pricing per square foot
11 x 17 (color)	$7	Remove / pricing per square foot
24 x 36 (color)	$15	Remove / pricing per square foot
36 x 48 (color)	$25	Remove / pricing per square foot
8.5 x 11 (color w/ aerial imaging)	$7	Remove / pricing per square foot
11 x 17 (color w/ aerial imaging)	$10	Remove / pricing per square foot
24 x 36 (color w/ aerial imaging)	$20	Remove / pricing per square foot
36 x 48 (color w/ aerial imaging)	$30	Remove / pricing per square foot
Zoning Atlas (CD)	$20	Remove
General Plan (CD)	$20	Remove
any map size not shown above	pricing is at discretion of GIS Division	Remove / pricing per square foot
Pricing on a per square foot model		$2.50 per square foot
GIS SERVICES		
Description	***Current Fee***	***Proposed Fee***
Custom map or graphic	$50 per hour (1 hour minimum)	$50 per hour (1 hour minimum)
There is No Charge for any map, graphic, or aerial sent by e-mail		
Recording Fees are paid by applicant. Fees are set by Yuma County Recorder.		
When Consultants are needed, applicant is responsible to cover actual cost.		

DEVELOPMENT SERVICES DEPARTMENT BUILDING SAFETY DIVISION		
WHEN FEES ARE PAID		
When plan review is required for new construction, a plan check fee must be paid at the time of application submittal. Building permit fees must be paid prior to the issuance of a building permit. Re-inspection fees, when assessed, must be paid prior to any further inspections on that project.		
FEE SCHEDULE FOR IBC, IRC, IEBC, IPMC		
Description	***Current Fee***	***Proposed Fee***
Plan Check Fee (Commercial) (NOTE: paid at the time of application submittal)	65% of Building Permit Fee	65% of Building Permit Fee
Plan Check Fee (Residential) (NOTE: paid at the time of application submittal)	50% of Building Permit Fee	65% of Building Permit Fee
Deposit for RES Plan Check involving remodeling or additions (NOTE: the deposit is credited toward the Plan Check fee when the Building Permit is purchased.)	$50	$75
MH Permit Fee - Pit Set	$300	State of AZ
MH Permit Fee - Ground Set	$150	State of AZ
Fire Sprinkler Permits	$2.92 per square fee	$2.92 per square fee
Demolition Permits	$25	$50
Performing work without approved and valid Permit(s)	Double Original Permit Fee	Double Original Permit Fee
Replace or reissue Building Card	$50	$50
Change subcontractor	$25	$25
Reissue Certificate of Occupancy	$50	$50
Penalty for not having the Building Card on-site during all phases of construction	$50	$50
Plan Certification for financial institution (Commercial) (NOTE: if unaltered Plan is later used for construction, Plan Check Fee is waived for that Building Permit)	65% of Building Permit Fee	65% of Building Permit Fee
Plan Certification for financial institution (Residential) (NOTE: if unaltered Plan is later used for construction, Plan Check Fee is waived for that Building Permit)	50% of Building Permit Fee	65% of Building Permit Fee
Special Inspections (outside of normal business hours/per hour with a 2-hour minimum)	$50 per hour	$50 per hour
Re-inspections not covered by original Permit Fee (per house with 1/2-hour minimum)	$50 per hour	$50 per hour
Investigation Fee (Stop Work Order)	$50	$50

Additional plan review required by changes, additions or revisions to plans (per hour with a 1/2-hour minimum) (NOTE: Original Permit includes up to 3 resubmittals without charge)	$50 per hour	$50 per hour
For use of outside consultant for plan checking, inspections, or both	Actual costs	Actual costs
Inspection Fees for which no fees are specifically indicated. (per hour with 1/2-hour minimum)	$50 per hour	$50 per hour
MECHANICAL CODE FEES		
Description	***Current Fee***	***Proposed Fee***
Issuance of each mechanical permit (Residential)	$25	$50
Issuance of each mechanical permit (Commercial)	$50	$50
each supplemental permit when original permit has not expired, cancelled, or finaled	$10	$10
The following fees are in addition to the Permit Fee:		
installation or relocation of each force-air or gravity-type furnace or burner including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)	$15	$15
installation or relocation of each force-air or gravity-type furnace or burner including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3 kW)	$18	$18
installation or relocation of each floor furnace, including vent	$15	$15
installation or relocation or each suspended heater, recessed wall heater or floor-mounted unit heater	$15	$15
installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit	$7	$7
repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, colling absorption, or evaporative cooling system, including installation of controls regulated by the Mechanical Code	$14	$14
installation or relocation of each boiler compressor to an including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW) Up to 3 ton A.C., up to 1200 of dwelling	$15	$15
installation or relocation of each boiler compressor over 3 horsepower (10.6 kW), to an including 15 horsepower (52.7 kW), or each absorption system to and including 500,000 Btu/h (146.6 kW) Over 3 ton A.C., up to 1200 of dwelling	$27	$27
installation or relocation of each boiler compressor over 15 horsepower (52.7 kW), to an including 30 horsepower (105.5 kW), or each absorption system to and including 500,000 Btu/h (146.6 kW) to an including 1,000,000 Btu/h (293.1 kW)	$37	$37

installation or relocation of each boiler compressor over 30 horsepower (105.5 kW), to an including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to an including 1,750,000 Btu/h (512.9 kW)	$55	$55
installation or relocation of each boiler compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	$93	$93
each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto (NOTE: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.)	$11	$11
each air-handling unit over 10,000 cfm (4719 L/s)	$18	$18
each evaporative cooler other than portable type	$11	$11
each ventilation fan connected to a single duct	$7	$7
each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	$11	$11
installation or relocation of each domestic-type incinerator	$18	$18
installation or relocation of each commercial or industrial-type incinerator	$15	$15
each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliances categories or for which no other fee is listed in the table	$15	$15
Permits, Fees, and Inspection Fees		
The Fee for all Permits includes the Plan Check (including up to 3 resubmittals) and 2 inspections per phase		
Performing work without approved and valid Permit(s)	Double Original Permit Fee	Double Original Permit Fee
Replace or reissue Building Card	$50	$50
Change subcontractor	$25	$25
Penalty for not having the Building Card on-site during all phases of construction	$50	$50
Special Inspections (outside of normal business hours/per hour with a 2-hour minimum)	$50 per hour	$50 per hour
Re-inspections not covered by original Permit Fee (per house with 1/2-hour minimum)	$50 per hour	$50 per hour
Investigation Fee (Stop Work Order)	$50	$50
Additional plan review required by changes, additions or revisions to plans (per hour with a 1/2-hour minimum) (NOTE: Original Permit includes up to 3 resubmittals without charge)	$50 per hour	$50 per hour
For use of outside consultant for plan checking, inspections, or both	Actual costs	Actual costs
Inspection Fees for which no fees are specifically indicated. (per hour with 1/2-hour minimum)	$50 per hour	$50 per hour

PLUMBING CODE FEES		
Description	***Current Fee***	***Proposed Fee***
Issuance of each plumbing permit (Residential)	$25	$50
Issuance of each plumbing permit (Commercial)	$50	$50
each supplemental permit when original permit has not expired, cancelled, or finaled	$10	$10
The following fees are in addition to the Permit Fee		
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection thereof)	$7	$7
Rainwater systems-per drain (inside building)	$7	$7
For each Cesspool (where permitted)	$25	$25
For each private sewage disposal system	$50	$50
For each water heater and/or vent	$7	$7
For each gas-piping system, 1-5 outlets	$10	$10
For each additional gas piping system outlet	$2	$2
For each industrial waste pretreatment interceptor including its trap and vent, including kitchen-type grease interceptors functioning as fixture traps	$10	$10
For each installation, alteration, or repair of water piping and/or water treating equipment, each	$7	$7
For each repair or alteration of drainage or vent piping, each fixture	$7	$7
For each lawn sprinkler system on any one meter including backflow protection devices therefore	$7	$7
For atmospheric-type vacuum breakers:		
1-5 breakers	$5	$5
6 or more, each breaker	$1	$1
For each backflow protective device other than atmospheric type vacuum breakers:		
2 inches (51 mm) diameter and smaller	$7	$7
over 2 inches (51 mm) diameter	$15	$15
Permits, Fees, and Inspection Fees		
The Fee for all Permits includes the Plan Check (including up to 3 resubmittals) and 2 inspections per phase		
Performing work without approved and valid Permit(s)	Double Original Permit Fee	Double Original Permit Fee

Replace or reissue Building Card	$50	$50
Change subcontractor	$25	$25
Penalty for not having the Building Card on-site during all phases of construction	$50	$50
Special Inspections (outside of normal business hours/per hour with a 2-hour minimum)	$50 per hour	$50 per hour
Re-inspections not covered by original Permit Fee (per house with 1/2-hour minimum)	$50 per hour	$50 per hour
Investigation Fee (Stop Work Order)	$50	$50
Additional plan review required by changes, additions or revisions to plans (per hour with a 1/2-hour minimum) (NOTE: Original Permit includes up to 3 resubmittals without charge)	$50 per hour	$50 per hour
For use of outside consultant for plan checking, inspections, or both	Actual costs	Actual costs
Inspection Fees for which no fees are specifically indicated. (per hour with 1/2-hour minimum)	$50 per hour	$50 per hour
ELECTRICAL CODE FEES		
Description	***Current Fee***	***Proposed Fee***
Issuance of each electrical permit (Residential)	$25	$50
Issuance of each electrical permit (Commercial)	$50	$50
each supplemental permit when original permit has not expired, cancelled, or finaled	$10	$10
The following fees are in addition to the Permit Fee		
Each service entrance panel up to and including 200 amps	$20	$20
Each service entrance panel up to and including 800 amps	$40	$40
Each service entrance panel over 800 amps	$60	$60
Each temporary construction service	$15	$15
Each feeder circuit	$5	$5
Each branch circuit	$2	$2
Each electrical pedestal for a MH lot or space	$30	$30
(NEW) Solar Photovoltaic System Permit Fees:		
Installation rated from 0 to 10 kW		$150
Installation rated above 10 kW		$350
Permits, Fees, and Inspection Fees		

The Fee for all Permits includes the Plan Check (including up to 3 resubmittals) and 2 inspections per phase		
Performing work without approved and valid Permit(s)	Double Original Permit Fee	Double Original Permit Fee
Replace or reissue Building Card	$50	$50
Change subcontractor	$25	$25
Penalty for not having the Building Card on-site during all phases of construction	$50	$50
Special Inspections (outside of normal business hours/per hour with a 2-hour minimum)	$50 per hour	$50 per hour
Re-inspections not covered by original Permit Fee (per house with 1/2-hour minimum)	$50 per hour	$50 per hour
Investigation Fee (Stop Work Order)	$50	$50
Additional plan review required by changes, additions or revisions to plans (per hour with a 1/2-hour minimum) (NOTE: Original Permit includes up to 3 resubmittals without charge)	$50 per hour	$50 per hour
For use of outside consultant for plan checking, inspections, or both	Actual costs	Actual costs
Inspection Fees for which no fees are specifically indicated. (per hour with 1/2-hour minimum)	$50 per hour	$50 per hour
FIRE CODE FEES		
Description	***Current Fee***	***Proposed Fee***
Carnivals & Fairs - Permit to conduct the event	$25	$25
Display Fireworks - For possession, transportation, storage, manufacture, sale, handling, and discharge of display fireworks within the jurisdiction.	$25	$25
Tents, canopies, and membrane structures (permanent) - For construction, location, erection, or placement	$25	$25
Day Care (commercial) - Fire Inspections mandated by State for licensing (per inspection)	$25	$25
Adult Day Care (commercial) - Fire Inspections mandated by State for licensing (per inspection)	$25	$25
Other - Fire Inspections mandated by State of licensing (per inspection)		
Permits and Inspections are required for the following categories but there is no fee charged by the City of San Luis Fire Department at this time.		
Special outdoor events, carnivals, and fairs - For location and operation of special outdoor events, carnivals, and fairs.	$0	$0
Tents, canopies, and membrane structures (Temporary) - To erect or operate an air-supported temporary membrane structure or tent having an area in excess of 200 sq. ft. or a canopy in excess of 400 sq. ft. (Exceptions: used exclusively for camping.)	$0	$0

Day Care (home based) - Fire Inspections mandated by State for licensing (per inspection)	$0	$0
Cutting and Welding operations	$0	$0
Exhibit and trade shows	$0	$0
Explosives or blasting	$0	$0
Fuel Tank installation or removal	$0	$0
LPG installation (less than 500 gallons)	$0	$0
Open Burning (NOTE: Also requires permit from ADEQ through Rural Metro)	$0	$0
Pyrotechnics before a proximate audience	$0	$0
Torch applied roofing operations	$0	$0
Fire Sprinkler alterations - 1-25 heads (over the counter permit)	$0	$0
Fire Sprinkler alterations - 26-50 heads (for each additional device over 50, there shall be a $1.00 charge)	$0	$0
Fire Alarm - 1-10 devices (over the counter permit)	$0	$0
Fire Alarm - 11-25 devices	$0	$0
Fire Alarm - 26-50 devices (for each additional device over 50, there shall be a $1.00 charge)	$0	$0
Permits, Fees, and Inspection Fees		
The Fee for all Permits includes the Plan Check (including up to 3 resubmittals) and 2 inspections per phase		
Performing work without approved and valid Permit(s)	Double Original Permit Fee	Double Original Permit Fee
Re-inspections not covered by original Permit Fee (per hour with a 1/2-hour minimum)	$50 per hour	$50 per hour
Additional plan review required by changes, additions, or revisions to plans (per hour with a 1/2-hour minimum) (NOTE: Original Permit includes up to 3 resubmittals without charge)	$50 per hour	$50 per hour
For use of outside consultant for plan checking, inspections, or both	Actual costs	Actual costs
Inspection Fees for which no fees are specifically indicated. (per hour with a 1/2-hour minimum)	$50 per hour	$50 per hour
Special Services - Hourly fee with 1/2-hour minimum. For example: review for use of alternate methods, consultation, fire watch, and stand-by service, and hydrant flow testing.	$50 per hour	$50 per hour

SCHEDULE OF BUILDING PERMIT FEES	
~~Building Valuation shall be determined by the Building Official using the most recent "Building Valuation Data" provided by the International Code Council (ICC) in "Building Safety Magazine". The information is published twice a year (February and August)~~ At the beginning of the fiscal year, Building Valuation shall be based on the “Building Valuation Data” provided by the International Code Council (ICC) in "Building Safety Magazine" published in February of the same year.	
Total Valuation	***Fee***
$1 to $500	$50
$501 to $2,000	$50.00 for the first $500 plus $4 for each additional $100, or fraction thereof, to and including $2,000
$2,001 to $25,000	$80.00 for the first $2,000 plus $16 for each additional $1,000, or fraction thereof, to and including $25,000
$25,001 to $50,000	$450.00 for the first $25,000 plus $12 for each additional $1,000, or fraction thereof, to and including $50,000
$50,001 to $100,000	$740.00 for the first $50,000 plus $8 for each additional $1,000, or fraction thereof, to and including $100,000
$100,001 to $500,000	$1,140.00 for the first $100,000 plus $6 for each additional $1,000, or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$3,720.00 for the first $500,000 plus $6 for each additional $1,000, or fraction thereof, to and including $1,000,000
$1,000,001 and up	$6,450.00 for the first $1,000,000 plus $4 for each additional $1,000, or fraction thereof

PUBLIC WORKS DEPARTMENT PROPOSED ENGINEERING FEE SCHEDULE (ADJUSTMENTS)		
GENERAL PLAN		
Description	***Current Fee***	***Proposed Fee***
Encroachment Permit Fees:		
Annual Utility Maintenance Permit	$116.62	$170.00
Single Family Residential Permit	$17.49	$26.00
Multi-Family Residential and all other permits	$46.65	$68.00
Public Infrastructure Oversight Fees:		
1-25 Lots	$87.46	$130.00
26-60 Lots	$69.97	$102.00
61 + Lots	$52.48	$78.00
All after the fact permits	$ Double the normal fee	$ Double the normal fee

These fees will be collected prior to recordation of the subdivision plat or construction of the subdivision, whichever occurs first.

The Public Infrastructure Oversight Fees cover the following services:

1. Review and Approval of Materials Submittals
2. Oversight of Utilities (water/sewer) Construction
3. Inspection of Stormwater Drainage Facilities Construction Inspection of Street Construction (Streets, Curb, Gutter, Sidewalks, Pathways)
4. Inspection of Non-Water/Sewer Utilities in the Public Right-of-Way

The Public Infrastructure Oversight Fees do not cover the following services:

1. ADEQ Water & Sewer Related Requirements
2. Surveying and Construction Staking Landscape Inspection
3. Inspection of Non-Water/Sewer Utilities in the Public Utility Easements
4. Meter/Service Connection for Water and Sewer
5. Inspection of Private Fire Suppression Underground Lines

*In the resolution, Public Works proposes adding the following verbiage:

Beginning January 1, 2025, and on January 1 of each year the Public Works fee schedule will be adjusted upwards of two percent (2.0%).

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. H.**

Meeting Date: 01/10/2024

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

Submitted By: Jose A. Guzman, Director of Development Services, Development Services

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the TischlerBise Proposal for Development Fee Study under A.R.S. §9-463.05. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

A.R.S. §9-463.05 (D)(3) requires cities to update the land use assumptions and infrastructure improvement plans every five (5) years. The last San Luis Land Use Assumptions and Infrastructure Improvements Plan was updated in July 2019. The studies to produce these documents take time and must be in place to make statutory deadlines for public hearings.

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

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

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

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

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

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

generally accepted engineering and planning criteria.

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

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

Staff is recommending TischlerBise do the study. They are familiar with San Luis, having done the study in 2014 and 2019. For this reason, staff requests the City Council's approval and that formal bidding be waived as is allowed under San Luis City Code-Purchasing §3.05.010 (F). TischlerBise's Proposal is for $74,720.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROPOSAL OF TISCHLERBISE FOR A DEVELOPMENT FEE STUDY IN THE AMOUNT OF $74,720.00 AND APPROVE THE BUDGET TRANSFER AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	IMPACT FEES
TOTAL:	$74,720
BUDGETED AMOUNT:	TBD
AVAILABLE AMOUNT TO TRANSFER:	TBD
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	TBD

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

ARS §9-463.05(A) provides in part:
A municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, **including the costs of** infrastructure, improvements, real property, engineering and architectural services, financing and **professional services required for the preparation or revision of a development fee**.

Staff is requesting Council approval of a budget transfer of $56,040.00 from Building Safety G/L-Professional Services- 100-131-80001 to the following accounts:

$9,340.00 to 200-860-80000
$9,340.00 to 300-860-80000
$9,340.00 to 310-860-80000
$9,340.00 to 806-144-80000
$9,340.00 to 806-181-80000
$9,340.00 to 806-182-80000

Total Budget Transfer = $56,040.00

Attachments

TischlerBise Proposal
Arizona Revised Statute Section 9-463-05

TischlerBise
FISCAL | ECONOMIC | PLANNING



Proposal for Development Fee Study

City of San Luis, Arizona

December 12, 2023

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Section 1: **Cover Letter**

December 12, 2023

Mr. Jose Guzman, Development Services Director
City of San Luis
1090 E. Union Street
San Luis, AZ 85349

Mr. Guzman,

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

1. **Depth of Experience.** TischlerBise has been in business now for over forty-five years. Our firm specializes in fiscal/economic impact analysis, development fees and infrastructure financing strategies, and market analysis. Our qualified team of eight professionals bring an unparalleled depth of experience to this assignment. **We have prepared over 1,000 development fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees.
2. **Technical Knowledge of Land Use Planning and Local Government Finance.** The City requires consulting expertise in the areas of infrastructure planning/finance, land use planning and growth management in the State of Arizona, as well as in local government finance. **Many communities overlook the fact that development fees are a land use regulation.** The TischlerBise team will apply years of development fee experience within the context of overall City financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
3. **Arizona Experience.** TischlerBise has prepared more development fees in the State of Arizona than any other firm. We also worked with the Arizona League of Cities and Towns in analyzing and suggesting amendments to SB 1525 which has dramatically changed Arizona's development fee enabling legislation.
4. **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of development fees, particularly the economic effect of implementation. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban and rural communities across country.

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

Sincerely,



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

Section 2: Firm Experience and Expertise

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

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

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for forty years. In this time, we have prepared over **900 fiscal/economic impact evaluations and over 1,000 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

Arizona Experience

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

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

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

TischlerBise National Experience

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

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

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

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

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

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

Project Examples/References

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

City of Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
Project Contact: Scott Zipprich, City Engineer
Phone: (623) 349-6217
E-mail: szipprich@buckeyeaz.gov
TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

TischlerBise is currently updating the City's development fees we completed in 2020. This study includes an update to parks and recreation, library, street, police, fire, water, and wastewater development fees. To account for development agreements related to water and wastewater service throughout Buckeye, which often vary within individual Community Master Plan Areas and 208 Areas, **TischlerBise and Buckeye staff designed a GIS-based development fee schedule to accurately assess fees at the parcel level.**

City of Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
Project Contact: Don Bessler, Director of Engineering
Phone: (623) 930-2909
E-mail: DBessler@glendaleaz.com
TischlerBise Staff: Carson Bise, AICP, Julie Herlands, AICP, and Benjamin Griffin
Following upon our 2019 assignment, TischlerBise was retained to update street fees in 2021 and water and wastewater fees in 2022 **(this is the seventh time the City has engaged TischlerBise).** The scope of these work efforts included developing land use assumptions for the service areas where development fees were to be assessed, determining eligible infrastructure projects under the new definition of "necessary public services," and calculating Infrastructure Improvements Plans.

Town of Florence, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
Project Contact: Lisa Garcia, Assistant City Manager
Phone: (520) 868-7552
E-mail: lisa.garcia@florenceaz.gov
TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained by the Town of Florence to review and update their Land Use Assumptions, IIP, and Development Fee Study for fire/rescue, parks, trails, water, sewer and transportation. As part of this update, TischlerBise recommended a reduction in the number of service areas to make administration of the fee program easier for the Town, while still complying with SB1525.

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

The City of Tempe hired TischlerBise in 2017 to update Streets, Water, and Wasterwater fees and in 2020 to update Fire, Parks, and Police fees. As part of these efforts, TischlerBise prepared several iterations of the fees (e.g., plan-based versus incremental expansion) for the City's consideration. A primary consideration as part of these assignments was the City's ability to fund the operating expenses associated with various planned facilities. TischlerBise also prepared the residential fees using a progressive fee structure (e.g., fees vary by size of house), which helps with housing equity and affordability issues.

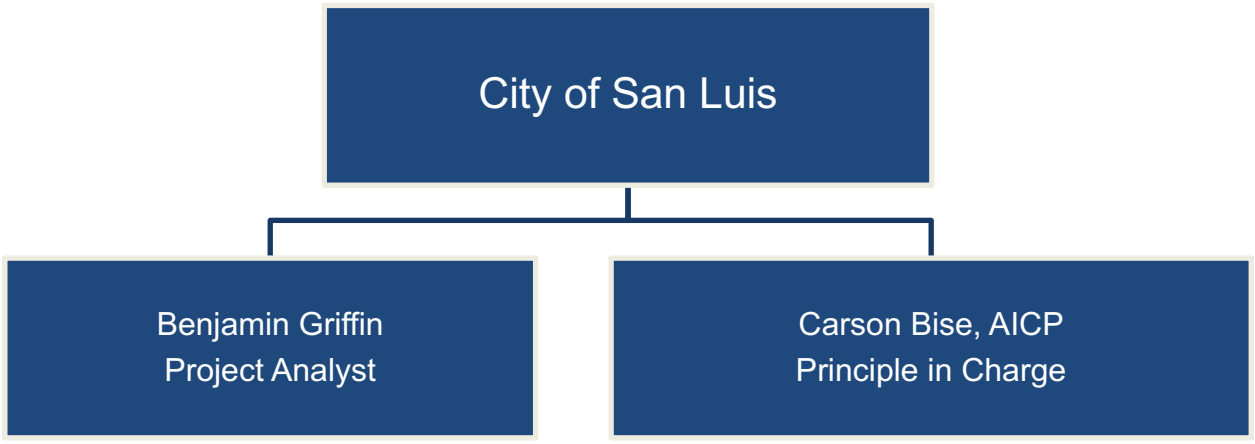
City of Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
Project Contact: Rudy Esquivias, Development Services Director
Phone: (480) 474-2645
E-mail: resquivias@apachejunctionaz.gov
TischlerBise Staff: Carson Bise, AICP, Benjamin Griffin, and Julie Herlands, AICP

The City of Apache Junction contracted with TischlerBise in 2021 to update their SB1525 compliant fee study. This study included preparing Infrastructure Improvements Plans and associated development fees for the following necessary public services: Library, Parks, Police, and Streets.

Section 3: **Staff Qualifications and Experience**

Consulting Team Roles and Responsibilities

To successfully navigate your Infrastructure Improvements Plan and Development Fee Study, the consultant must possess specific, detailed and customized knowledge of not only the technical analysis, but the context of the development fee structures and implementation in achieving City fiscal, economic, transportation and land use policies goals. Our proposed Project Team of Carson Bise, AICP and Benjamin Griffin has unsurpassed experience performing projects requiring the same expertise as that needed to serve the City of San Luis. Our Project Team brings over 40 years of development fee calculation, infrastructure finance, demographic and market analysis, and development fee implementation experience to the City's assignment. In summary, our Principal in Charge and Project Manager are considered national thought leaders in the areas of impact fees, exactions, infrastructure finance, impact fee program administration, and implementation. The organizational chart below shows our project team for this assignment.



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

Benjamin Griffin, Senior Fiscal/Economic Analyst, has been selected as Project Manager for this project because of his substantial experience preparing development fees and financing strategies, as well as his strong project management skills. Mr. Griffin will be responsible for controlling the work in progress, providing feedback to project team members and staff, and will be responsible for the technical requirements of the project. Mr. Griffin has been with TischlerBise for 10 years and is the Project Manager for our current Land Use Assumptions, IIP, and Development Fee studies in Casa Grande, Tempe, and Buckeye.

Consulting Team Resumes

L. Carson Bise, II, AICP, President

Mr. Bise has 32 years of fiscal, economic and planning experience, and **has conducted fiscal and infrastructure finance evaluations in 40 states.** Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees (co-author)* and *Fiscal Impact Analysis: Methodologies for Planners* published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards* also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. **Mr. Bise is a past Board of Director for the Growth and Infrastructure Finance Consortium and recently Chaired the American Planning Association's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Coolidge, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Eloy, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Flagstaff, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Gilbert, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Payson, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinetop-Lakeside, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Safford, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- San Luis, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Somerton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Tempe, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Wellton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Tulare, California – *Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*

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

EDUCATION

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

PUBLICATIONS

- "Next Generation Transportation Impact Fees," American Planning Association, Planners Advisory Service.
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities," ICMA Getting Smart! Newsletter.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (American Planning Association).

Benjamin Griffin, Senior Fiscal/Economic Analyst

Benjamin Griffin is a Senior Fiscal and Economic Analyst at TischlerBise and has 10 years of experience, specializing in development fees, fiscal impact analysis and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked on real estate and economic development projects for the New Orleans Business Alliance. During this time, he conducted field surveys to determine the economic health of key retail corridors, researched real estate development projects, and analyzed economic development initiatives. Prior to his real estate and economic development experience, Mr. Griffin worked with the New Orleans Redevelopment Authority, where he gained experience in performance-based funding sources, title clearance, and GIS. This position provided practical experience with issues concerning the redevelopment process, title clearance of properties received and acquired through various means, and analysis of property data for redevelopment projects. Mr. Griffin also possesses professional experience with the Jefferson Parish Planning Department, where he worked in the Current Planning Division.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Casa Grande, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Flagstaff, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Fountain Hills, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Goodyear, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Kingman, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Maricopa, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinal County, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinetop-Lakeside, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- San Luis, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Somerton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Surprise, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Tempe, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinal County, Arizona – *Development Fee Study*

EDUCATION

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

Section 4: **Project Understanding and Approach**

Project Approach

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

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

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

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

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

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

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

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

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

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

Work Scope

TASK 1: PROJECT INITIATION / DATA ACQUISITION

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

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

Meetings:

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

Deliverables:

Data request memorandum.

TASK 2: DEVELOP LAND USE ASSUMPTIONS

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

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

Meetings:

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

Deliverables:

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

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

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

There are several important subtasks that are outlined below:

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

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

Meetings:

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

Deliverables:

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

TASK 4: IDENTIFY CAPITAL NEEDS AND COSTS

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

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

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

Meetings:

Two (2) meetings with City staff.

Deliverables:

See Task 7.

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

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

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

Deliverables:

Memoranda as appropriate. See Task 10.

TASK 6: DISCUSS PRELIMINARY METHODOLOGIES AND POLICY OPTIONS

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

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

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

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

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

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

Meetings:

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

Deliverables:

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

TASK 7: PREPARE DRAFT AND FINAL LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN (IIP)

In this task, TischlerBise's qualified professionals will prepare an IIP using generally accepted engineering and planning practices for each "necessary public service" for which a development fee can be assessed. This IIP will meet requirements of A.R.S. §9-463.05. Development of the IIP will include the following subtasks:

- **Reserve Capacity** – The IIP will identify infrastructure capacity to be reserved to serve future development.
- **Description of Existing Necessary Public Services in the Service Area(s)** – The IIP will include a description of the existing "necessary public services" in the service area(s) and the costs to upgrade, update, improve, expand, correct, or replace those services to meet existing needs and usage and stricter safety, efficiency, environmental, and regulatory standards.
- **Analysis of Total Capacity** – The IIP will identify the current usage and commitments for usage of capacity of the existing "necessary public services."
- **Description of "Necessary Public Services" Attributable to New Development** – The IIP will describe all parts of the "necessary public services" of facility expansions and their costs necessitated by and attributable to development in the service area(s) based on the approved land use assumptions. Cost forecasts will include the costs of infrastructure improvements, real property, financing, engineering, and architectural services.
- **Equivalency/Conversion Table** – The IIP will include a table establishing the specific level or quantity of use, consumption, or generation of a service unit for each category of "necessary public services" or facility expansions. The table will include the ratio of a service unit to various types of residential, commercial, and industrial land uses.
- **Projected Service Units** – The IIP will include the total number of projected service units necessitated by and attributable to new development in the service area(s), based on the approved land use assumptions.
- **Projected Demand for Necessary Public Services** – The IIP will include a ten-year projection of the demand for "necessary public services" or facility expansions required by new service units.

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

Meetings:

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

Deliverables:

Draft and Final Land Use Assumptions and Infrastructure Improvement Plan.

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

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

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

Meetings:
None.

Deliverables:

See Task 10.

TASK 9: COMPLETE DEVELOPMENT FEE METHODOLOGY AND CALCULATIONS

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

Meetings:
None.

Deliverables:

Draft Development Fee Report.

TASK 10: PREPARE FINAL DEVELOPMENT FEE REPORT, PUBLIC PRESENTATIONS

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

- Executive Summary.
- A detailed description of the methodologies used during the study.
- A detailed description of all level-of-service standards and cost factors used and accompanying rationale.
- An IIP spanning a maximum ten-year planning horizon, listing projects, costs, timing, and financing.
- A detailed schedule of all proposed fees listed by land use type and activity.
- Other information which adequately explains and justifies the resulting recommended fee schedule.
- A ten-year cash flow analysis of development fees and estimate of operating costs.
-

Meetings:

One (1) presentation/worksession with the City Council to present and discuss final Land Use Assumptions, IIP, and Development Fee Report as part of the legislatively required adoption process.

Deliverables:

Draft and Final Development Fee Report and presentation materials for meetings.

Section 5: **Project Schedule**

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

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

Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation	January 2024	1	Data Request Memorandum
Task 2: Develop Draft and Final Land Use Assumptions	February - March 2024	1*	Draft Land Use Assumptions Document
Task 3: Ascertain Demand Factors and Levels-of-Service for "Necessary Public Services"	March - April 2024	2	Technical Memorandum Discussing Recommended Service Areas by Fee Category
Task 4: Identify Capital Needs and Costs	March - May 2024	2*	See Task 7
Task 5: Determine Need for Credits	May 2024	0	See Task 10
Task 6: Discuss Preliminary Methodologies and Policy Options	May - June 2024	1	"Storyboard" Presention Outlining Preliminary Methodologies and Policy Options
Task 7: Prepare Draft and Final Land Use Assumptions and Infrastructure Improvement Plan (IIP)	June 2024	1	Draft and Final Land Use Assumptions and Infrastructure Improvements Plan (IIP)
Task 8: Conduct Funding and Cash Flow Analysis; Estimate Annual Operating Costs	July 2024	0	See Task 10
Task 9: Complete Development Fee Methodologies and Calculations	August 2024	0	Draft Development Fee Report
Task 10: Prepare Final Development Fee Report	August 2024	1	Final Development Fee Report

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

Section 6: Fee Schedule

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

PROPOSED FEE: LAND USE ASSUMPTIONS, IIP, AND DEVELOPMENT FEE STUDY				
Project Team Member:	**Bise**	**Griffin**	**Total**	
Hourly Rate*	**$210**	**$190**	**Hours**	**Cost**
Task 1: Project Initiation	8	10	18	$3,580
Task 2: Develop Draft and Final Land Use Assumptions	6	34	40	$7,720
Task 3: Ascertain Demand Factors and Levels-of-Service for "Necessary Public Services"	8	39	47	$9,090
Task 4: Identify Capital Needs and Costs	12	49	61	$11,830
Task 5: Determine Need for Credits	4	8	12	$2,360
Task 6: Discuss Preliminary Methodologies and Policy Options	16	22	38	$7,540
Task 7: Prepare Draft and Final Land Use Assumptions and Infrastructure Improvement Plan (IIP)	10	58	68	$13,120
Task 8: Conduct Funding and Cash Flow Analysis; Estimate Annual Operating Costs	4	16	20	$3,880
Task 9: Complete Development Fee Methodologies and Calculations	8	36	44	$8,520
Task 10: Prepare Final Development Fee Report	12	24	36	$7,080
Total Cost:	***80***	***286***	***366***	***$74,720***

* Hourly rates are inclusive of all costs.

TischlerBise

FISCAL | ECONOMIC | PLANNING

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. A municipality shall do one of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. A refund shall include any interest earned by the municipality from the date of collection to the date of refund on the amount of the refunded fee. All refunds shall be made to the record owner of the property at the time the

refund is paid. If the development fee is paid by a governmental entity, the refund shall be paid to the governmental entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

T. For the purposes of this section:

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

2. "Development" means:

(a) The subdivision of land.

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

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

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

4. "Final approval" means:

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

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

5. "Infrastructure improvements plan" means a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee and otherwise complies with the

requirements of this section, and may be the municipality's capital improvements plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **8. A.**

Meeting Date: 01/10/2024

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

Submitted By: Juan Tejeda, Associate Planner

Action Requested: Board of Adjustment
Motion
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2023-0632. A request by Rafael Sanchez Jr and Ana Sanchez, owners, for a Variance from the City of San Luis Zoning Ordinance Section 18.70.100 (A) to increase the permitted wall height within the required front yard setback on the property located at 1960 E. Lopez Street in San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

A. Open Public Hearing
   1. Presentation by staff and/or applicant
   2. Call to the public on this item
B. Close Public Hearing
C. Action on Variance Case No. 2023-0632

SUMMARY:

The property in question is located at 1960 E. Lopez Street; parcel number 776-20-332 and is zoned as a Medium-High Density Residential Zoning District (R-2). The request is to increase the allowable wall height from three feet six inches to six feet within the required front yard setback from City Code Chapter 18.70.100 (A) of the City of San Luis Zoning Ordinance. This variance will allow the owner to retain the existing wall already constructed on-site.

BACKGROUND:

A lot-tie was recorded in May 2021 called Magana Lot Tie. This lot tie created a lot that would have two frontages, one on Lopez Street and the other on Stephens Street. The recorded lot tie included the following language, "The backyard setback will remain the same as the front setback at twenty feet." Therefore both frontages of the lot would have a 20-feet front yard setback with no allowable height of a fence, wall or hedge to be erected higher than three feet six inches (3'6") as called out in the recorded lot tie.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies.

As required by the State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (56 letters total, with five (5) letters being hand delivered). Other than the City of San Luis Legal Department, the city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

Legal Department Comment as of 12/23/23:

1. The reason for lower height is to make sure line of sight for drivers in sedans is not impeded. Be sure the increase in height does not create traffic hazard. Also this is a self created problem and not legally entitled to a variance.

CRITERIA FOR APPROVAL:
The San Luis City Code §18.15.060(D)(1) states:

"A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. § 9-462.06 and in subsection (C) of this section." [The reference to subsection (C)is to San Luis City Code § 18.15.60(C)] Arizona Revised Statute § 9 462.06 governs variances and outlines the state requirements for the granting of a variance.

Subsection G(2) states that the Board of Adjustment shall, "Hear and decide appeals for variances from the terms of the zoning ordinance only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the zoning ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance granted is subject to conditions as will assure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located."

Section H states that the board may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

City Code §18.15.060(C) outlines the requirements for approving a variance. In all cases, the application shall address all of the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district;
2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant;
3. The variance is necessary for the preservation of substantial property rights. Without a variance, the property cannot be used for purposes otherwise allowed in this zoning district; and
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

ANALYSIS:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

   Staff has not identified any special circumstances or conditions associated with this variance request. The property is a rectangular-shaped lot of 11,831 square feet in size, which exceeds the minimum lot size requirement of 6,000 square feet for this zoning district and is bigger compared to the lots in the surrounding area. The owner's existing six feet wall was built in violation of the zoning regulations and a code enforcement case was opened. The owner's proposal of having a six-foot wall triggers the need for a variance. However, it is possible to reduce the wall height to align with zoning regulations.

2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.

   There are no special circumstances or conditions associated with this variance request. The circumstances that prompt the request are the result of choices made by the property owner, and

they can be addressed by reducing the wall height to comply with current zoning regulations.

3. The variance is necessary for the preservation of substantial property rights. Without a variance, the property cannot be used for purposes otherwise allowed in this zoning district.

   Staff's assessment indicates that the approval of this variance request is not required to preserve substantial property rights. The property is currently being used as a single-family residential unit. Enforcement of the zoning ordinance will not deprive such property of privileges enjoyed by other properties of the same classification in the same zoning district. On the contrary, granting this variance would constitute special privileges inconsistent with the limitations on other properties in the same zoning district.

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

   The safety of the residents is the main concern about this variance. The purpose of the height limitation on walls within the front setbacks is to allow visibility for both pedestrians and incoming traffic. Granting the variance can potentially lead to avoidable accidents in the neighborhood. Therefore, this variance poses a danger to the vicinity, adjacent property, the neighborhood, and public welfare.

STAFF RECOMMENDATION:
Staff has reviewed this request and has determined that it does not meet the required criteria, therefore staff recommends the Board of Adjustment to deny Variance Case No. 2023-0632.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING.

1. **Presentation by staff and/or applicant**
2. **Call to the public on this item**

B. I MOVE TO CLOSE THE PUBLIC HEARING.

C. I MOVE TO DENY VARIANCE CASE NO. 2023-0632, BECAUSE THE APPLICATION DOES NOT MEET THE CRITERIA FOR A VARIANCE.

Fiscal Impact

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

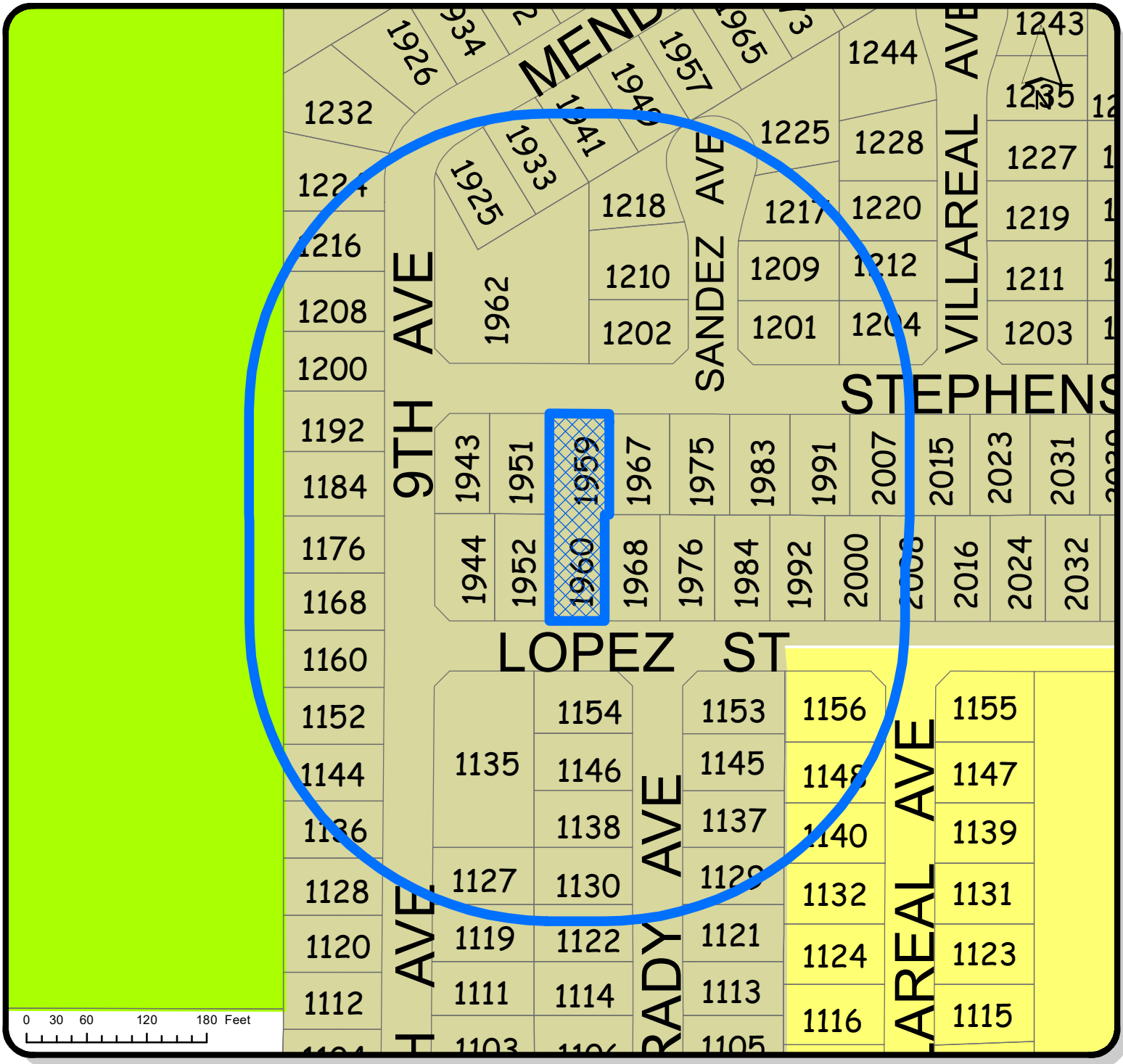
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A

Attachments

Location Map
Site Plan
Owners Narrative
Recorded Lot Tie
Current Wall Picture

Legal Department Comments



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

- 1960 E LOPEZ ST
- 300ft Notification Area

Zoning

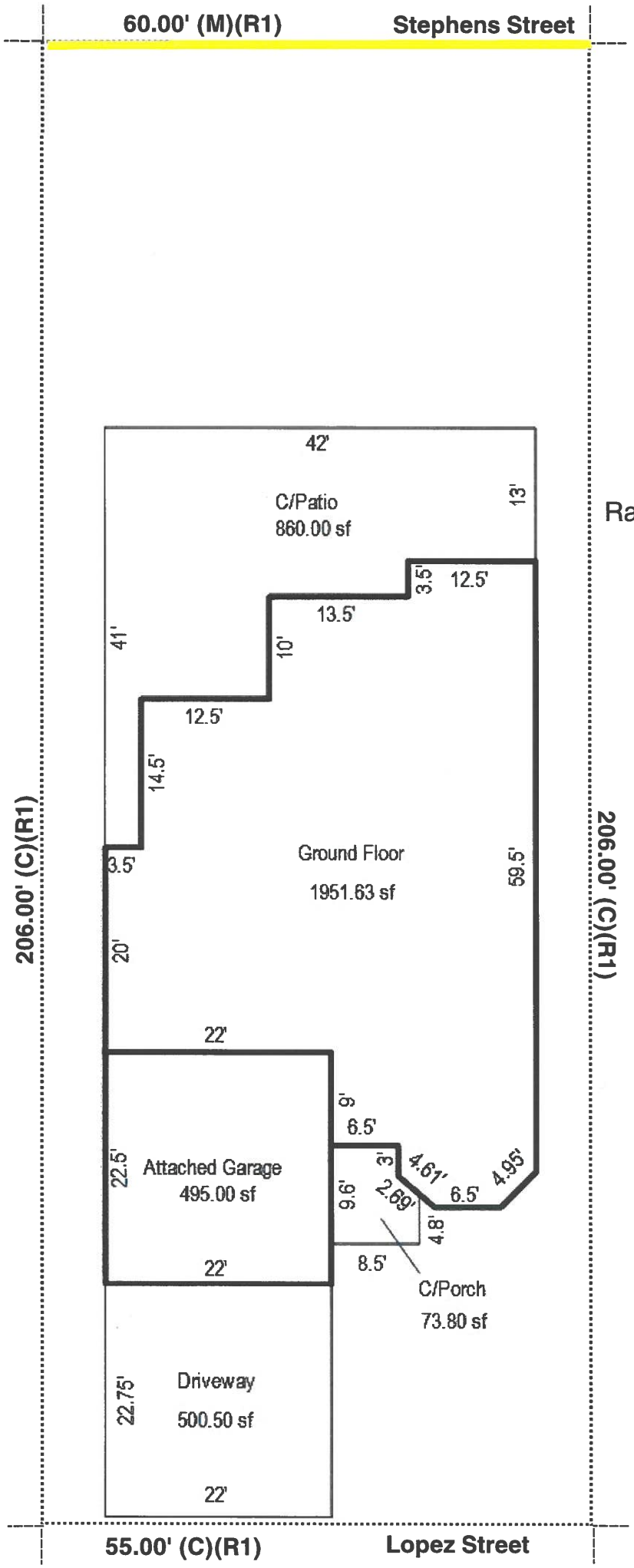
MULTIPLE RESIDENCE ZONING DISTRICTS
- R-2
- R1-6

SINGLE RESIDENCE ZONING DISTRICTS
- RA-10

VARIANCE

CASE #
2023-0632

DATE: 11/2/2023	**PLANNING & ZONING** GIS	**CREATED BY:** ISAAC GUTIERREZ
CHECKED BY: JUAN TEJEDA		**APPROVED BY:** JOSE A. GUZMAN



SITE PLAN

Rafael A. Sanchez JR and Ana M. Sanchez

1960 E Lopez St, San Luis AZ

Zoning District R-2.
Parcel Number 776-20-332.

N
W E
S

VARIANCE NARRATIVE

Dear Council members:

Rafael Andrew Sanchez JR and Ana Maria Sanchez, applicants, and property owners, request a variance from the 4 feet maximum fence height to allow a height of 6 feet along the street frontage. The site is located at 1960 Lopez St, in a multiple residence zoning district R-2. Parcel Number 776-20-332.

My wife and I have been residents of the City of San Luis since December 2020. We are requesting a variance of the property fence height to be raised to 6-feet. Due to the current back yard setback height of 3 feet 6 inches. Our property presents a very special circumstance that does not apply to others in the zoning district. In April 2021, prior to purchasing the property, Lot 182 and 280 were tied together. The lot tie made lot 280 the backyard and lot 182 the front yard; the setbacks were preexisting of the property. We purchased the property in June 2021 and in June 2023 I added block to the existing fence making it 5 foot 9 inches, exceeding the current requirements.

Over the years of living here several loose animals have jumped over our fence and attacked our dogs. Adjacent to our property there is a park / water basin. On multiple occasions teenagers have kicked balls and other items over the fence into our back yard and they jump the fence wall due to its short height. During one of these incidents, teenagers were playing in the street around 10:00pm when my wife heard someone in our back yard and our dogs started barking. She looked out of our room window and saw two people jumping our back fence. This is a safety concern due to my children, family and pets playing outside. This also concerns keeping our children and pets secure and inside our property. The increase of the 6-foot fence around the back side of the property is to deter other animals and people for accessing the property with our permission. The property has heavy foot and animal traffic. The increase in fence height would create a better barrier of safety to the foot and animal traffic the currently occurs on the backside of the single-family dwelling and increase our sense of safety and security. I have talked to both of my neighbors, and both agreed with the increase in height of the back fence. The variance is required to permit the height increase of the fencing that is located on the back set back.

Thank you for your consideration.

Respectfully submitted,

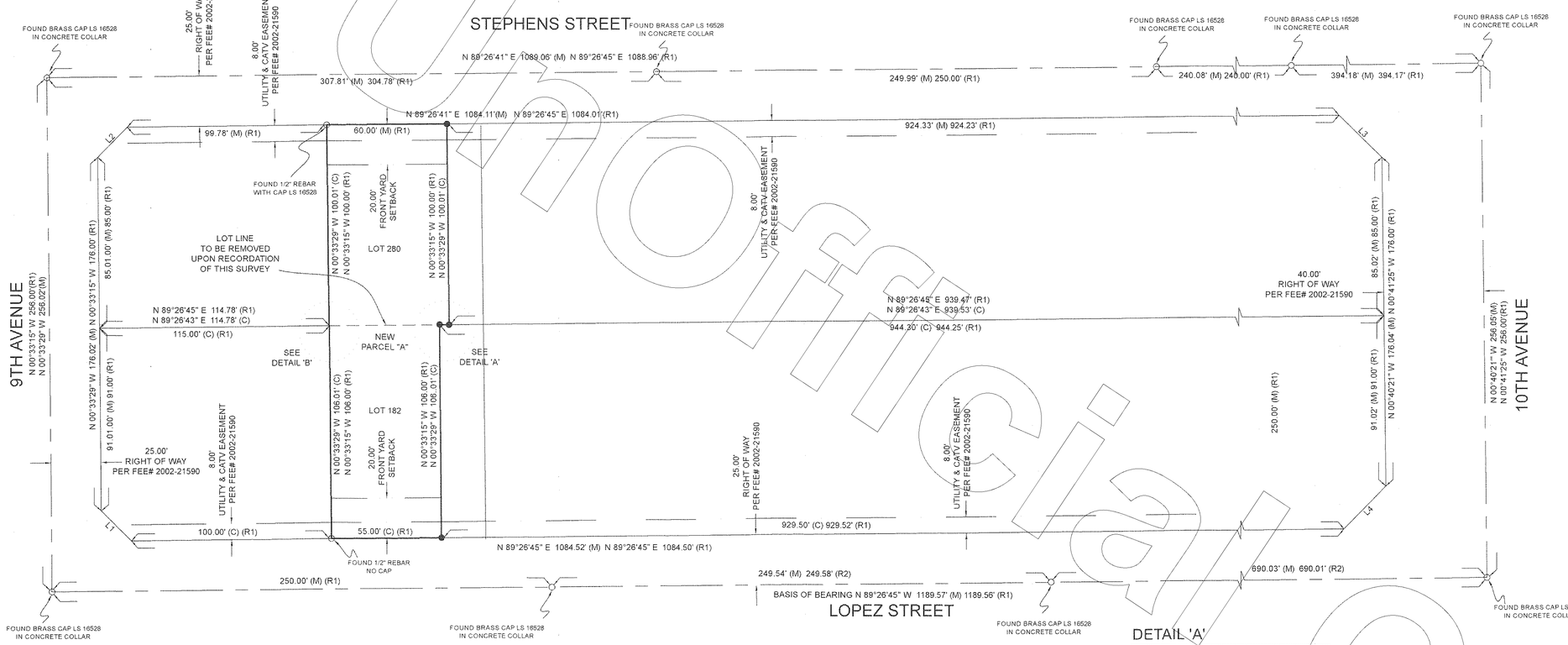
Rafael A. Sanchez JR and Ana Maria Sanchez

MAGANA LOT TIE

A LOT TIE OF A LOTS 182 AND 280 BIENESTAR ESTATES NO. 7
A PORTION OF THE E1/2, E1/2, OF SEC. 6, T.11 S., R. 24 W. GILA AND SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA

2021-16893 B: 32 P: 83 PLAT
05/03/2021 03:49:35 PM Pages: 1 Fees: $24.00
Requested By:CITY OF SAN LUIS
Recorded By: cromero
Return Stat:Yuma County Recorder, Yuma County AZ

B:32 Pg:83



APPROVALS

PUBLIC WORKS DIRECTOR — DATE 09/28/21

PLANNING AND ZONING DIRECTOR — DATE 4/28/21

OWNERS OF RECORD

1960 E. LOPEZ STREET
SAN LUIS, ARIZONA, 85349

JESUS MAGANA — 4/21/2021
JESUS MAGANA / OWNER APPROVAL — DATE

Leticia Magaña — 4/21/2021
LETICIA MAGANA/ OWNER APPROVAL — DATE

ACKNOWLEDGEMENT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF April, 2021 BY

Barbara Mae Black
NOTARY PUBLIC

BARBARA MAE BLACK
Notary Public - State of Arizona
YUMA COUNTY
Commission # 566605
Expires June 25, 2023

LEGAL DESCRIPTIONS

EXISTING PARCELS:

LOT 280, BIENESTAR ESTATES NO 7B, ACCORDING TO BOOK 18 OF PLATS, PAGE 59, RECORDS OF YUMA COUNTY, ARIZONA

LOT 182, BIENESTAR ESTATES NO. 7B, ACCORDING TO BOOK 18 OF PLATS, PAGE 59, RECORDS OF YUMA COUNTY, ARIZONA

NEW PARCEL A:

LOT 280 AND LOT 182, BIENESTAR ESTATES NO. 7B, ACCORDING TO BOOK 18 OF PLATS, PAGE 59, RECORDS OF YUMA COUNTY, ARIZONA

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N45°33'22"W	21.21
L2	N44°26'36"E	21.21
L3	N45°36'50"W	21.24
L4	N45°23'12"E	21.19

FLOOD ZONE

FEMA FLOOD ZONE X

ZONING

R-2

ACREAGE

11,831.45 SQ FT- TOTAL

ASSESSOR PARCEL NO.

776-20-182 AND 776-20-280

NOTES:

(1.) SIDE YARD SET BACKS WILL BE BE 7.00'

(2.) FENCE , WALL OR HEDGE MAY BE ERECTED OR MAINTAINED AT A HEIGHT NO GREATER THAN THREE FEET SIX INCHES (3'6") WITHIN THE REQUIRED FRONT OR BACK YARD SETBACK.

(2.) THE BACK YARD SETBACK WILL REMAIN THE SAME AS THE FRONT YARD SETBACK AT TWENTY FEET. (20.00')

BASIS OF BEARING:

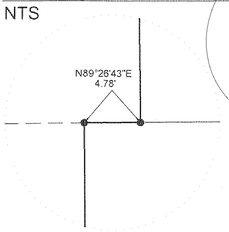
THE BASIS OF BEARING IS THE CENTERLINE OF LOPEZ STREET AS SHOWN IN THE BIENESTAR ESTATES NO. 7B PLAT RECORDED IN BOOK18 OF PLATS, PAGE 59, RECORDS OF YUMA COUNTY, ON JULTY 26, 2002. HAVING A BEARING OF N 89°26'45' E.

LEGEND

○	FOUND BRASS CAP IN CONC COLLAR LS 16528- UNLESS NOTED DIFFERENTLY
●	SET NEW BRASS NAIL AND TAG "PLS 49335"
(M)	MEASURED DISTANCE
(C)	CALCULATED DISTANCE
(R1)	RECORD DATA PER THE BIENESTAR ESTATES NO. 7B PLAT RECORDED IN BOOK 18 OF PLATS, PAGE 59, RECORDS OF YUMA COUNTY, FEE# 2002-21590
(R2)	RECORD DATA PER THE BIENESTAR ESTATES NO. 7C PLAT RECORDED IN BOOK 22 OF PLATS, PAGE 56, RECORDS OF YUMA COUNTY, FEE# 2006-20777

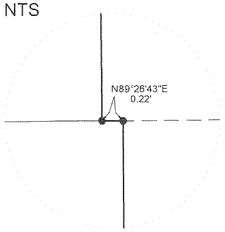
DETAIL 'A'

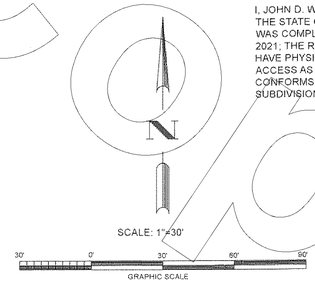
NTS



DETAIL 'B'

NTS





SURVEYOR'S CERTIFICATION:

I, JOHN D. WEBB, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; AND THAT THE LAND DIVISION/LAND TIE SHOWN HEREON WAS COMPLETED UNDER MY SUPERVISION DURING THE MONTH OF FEBRUARY, 2021; THE RESULTING LOT, PARCEL, OR FRACTIONAL INTEREST BEING CREATED HAVE PHYSICAL ACCESS THAT IS LOCATED WITHIN THE BOUNDARIES OF THE LEGAL ACCESS AS IDENTIFIED ON THIS SURVEY AND THAT THIS LAND DIVISION/LAND TIE CONFORMS TO ALL ZONING REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATION OF SAN LUIS, ARIZONA.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
49335
JOHN D. WEBB
Date Signed
ARIZONA U.S.A.
Expires 3-31-2024

JOHN D. WEBB, LS 49335
EXPIRES MARCH 31, 2024

Unofficial Copy

DESERT SURVEYING & ENGINEERING
Arizona, California and New Mexico
Land Surveying and Civil Engineers
Land Surveying and Civil Engineering
t: 928.318.2043 670 E. 32ND STREET SUITE 2, 85365
Yuma, AZ. 85365 www.Desertsurveying.com

LOT TIE
MAGANA
LOT SPLIT
YUMA COUNTY, AZ
DATE FEB 2021
CLIENT MAGANA
FILE NAME 21007.01Y.DWG
JOB NUMBER 21007.01Y
SHEET 1 OF: 1
BY DSE



Juan Tejeda

From: Glenn Gimbut
Sent: Saturday, December 23, 2023 10:47 AM
To: Juan Tejeda; Kay Macuil
Cc: Janet Taylor
Subject: Re: Variance Case No. 2023-0632 1960 E Lopez Street

The reason for lower height is to make sure line of sight for drivers in sedans is not impeded. Be sure the increase in height does not create traffic hazard. Also this is a self created problem and not legally entitled to a variance.

Get Outlook for iOS

From: Juan Tejeda <jtejeda@sanluisaz.gov>
Sent: Friday, December 22, 2023 6:46:48 AM
To: Glenn Gimbut <GGimbut@sanluisaz.gov>; Kay Macuil <kmacuil@sanluisaz.gov>
Cc: Janet Taylor <jtaylor@sanluisaz.gov>
Subject: FW: Variance Case No. 2023-0632 1960 E Lopez Street

Glenn/Kay,

Good morning, following up with email sent December 14, is there any comment for this variance request on 1960 E Lopez Street to add to the report?

Thank you.

Juan Tejeda
Associate Planner
Planning and Zoning Department
1090 E. Union Street
P.O.BOX 3750
San Luis Arizona 85349

From: Juan Tejeda
Sent: Thursday, December 14, 2023 7:37 AM
Subject: Variance Case No. 2023-0632 1960 E Lopez Street

Good morning,

Please find attached request for comments for Variance Case No. 2023-0632 located at 1960 E Lopez St,

Thank you,

Juan Tejeda
Associate Planner
Planning and Zoning Department
1090 E. Union Street
P.O.BOX 3750
San Luis Arizona 85349

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **11. A.**

Meeting Date: 01/10/2024

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

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

Action Requested: Motion

ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03 (A), subsections (1), (3), and (4) on any and all matters relating to the position of Chief of Police and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of Chief of Police, and consultation with the attorney or attorneys of the city regarding the same. **(Jenny Torres, Acting City Manager and Kay Marion Macuil, City Attorney)**

SUMMARY:

City Council can be properly advised by holding an executive session for the purposes described in the agenda item. Under the City Code as amended on January 1, 2023, § 2.15.10 and § 2.20.20, the Chief of Police is a City Officer who serves at the pleasure of the City Council.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A) SUBSECTIONS (1), (3), AND (4) ON THE TOPIC DESCRIBED IN THE AGENDA ITEM.

Fiscal Impact

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

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

The fiscal impact does not apply to this agenda item because under A.R.S. § 38-431.03(D), legal action involving a final vote or decision is not permitted during an executive session.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **13. A.**

Meeting Date: 01/10/2024

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment of a Chief of Police. **(Jenny Torres, Acting City Manager)**

SUMMARY:

Under the San Luis City Code § 2.15.10 and § 2.20.20, as amended on January 1, 2023, the Chief of Police is a City Officer who service at the pleasure of the City Council.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPOINT _____ AS CHIEF OF POLICE AND DIRECT STAFF TO NEGOTIATE A CONTRACT TO BRING BACK TO CITY COUNCIL.

Fiscal Impact

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

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

The fiscal impact will be determined once a contract is negotiated and brought back to the City Council.
