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, July 9, 2025. 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, 9 de Julio del 2025. 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

AMENDED AGENDA 7/8/2025
REMOVED PREVIOUSLY ITEMS NO. 9.C., 11.A. & 11.B. AND RE-NUMBERED THE ITEMS ACCORDINGLY

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 9, 2025
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. EL ALCALDE 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

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff. The city is not allowed by law to endorse the religious or non-religious beliefs or views of such speakers. Any invitation to stand during the Pledge of Allegiance or invocation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any Pledge of Allegiance or an opening invocation that is offered.

Toda invocación inicial que se ofrezca antes del inicio oficial de la sesión del Cabildo será una ofrenda voluntaria de una persona particular, para beneficio del Cabildo. Las opiniones o creencias expresadas por quien haga la invocación no han sido revisadas ni aprobadas previamente por el Cabildo ni por el personal de la ciudad. La ley no permite a la ciudad respaldar las creencias o puntos de vista religiosos o no religiosos de dichos oradores. Cualquier invitación a ponerse de pie durante el Juramento a la Bandera o la invocación no se interpretará como una exigencia, orden ni ningún otro tipo de mandato. Ninguna persona presente en la sesión estará obligada a participar en el Juramento a la Bandera ni en ninguna invocación inicial que se ofrezca.

4. CALL TO THE PUBLIC

This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

5. PRESENTATIONS

5. A. Presentation and recognition to Ms. Heather Madrigal, for her 23 years of exceptional work, dedication and support to the city's students, families, and educators at San Luis High School. **(Mayor Nieves Riedel and Council Members)**

5. B. Recognition to Ms. Alejandra Payan for her outstanding athletic achievements and Mr. Enrique Partida for his work with special-needs children and the powerful impact he is making on the lives of his students. **(Mayor Nieves Riedel and Council Members)**

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

- Regular Council meeting held May 28, 2025
- Work Session held June 4, 2025

6. B. DISBURSEMENTS

From June 19, 2025, to July 1, 2025
Total $2,494,622.87
(Two Million, Four Hundred Ninety-Four Thousand, Six Hundred, Twenty-Two Dollars and Eighty-Seven Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding authorization for the purchase and installation of emergency equipment for six (6) 2025 Ford PI SUV vehicles, three (3) fully marked and three (3) unmarked, using the State of Arizona Department of Public Safety Local Border Support funds. **(Damian Miller, Lieutenant)**

7. B. Discussion and possible action on any and all matters regarding authorization to purchase one (1) new fully marked and equipped 2025 Chevrolet 1500 Silverado Police vehicle using the Arizona Department of Homeland Security Operation Stonegarden Grant Program Equipment funds. **(Damian Miller, Lieutenant)**

7. C. Discussion and possible action on any and all matters regarding Resolution No. 2365. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the allocation of $1,060,100.00 in local match funds and authorizing the submission of an application to the Federal Transit Administration’s FY 2025 Buses and Bus Facilities Program. **(Armando Esparza, Director of Economic Development and Government Affairs)**

7. D. Discussion and possible action on any and all matters regarding Resolution No. 2367. A Resolution of the City of San Luis, Arizona Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal year 2025-2026 expenditure limitation report to the Arizona Auditor General. **(Jenny Torres, Acting City Manager)**

7. E. Discussion and possible action on any and all matters regarding renewal of the subscription to Westlaw for West Publishing and Thompson Reuters online legal library, search engine, and AI services for a 3-year contract. **(Kay Marion Macuil, City Attorney)**

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

7. G. Discussion and possible action on any and all matters regarding Ordinance No. 467. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending City Code sections 10.15.255(D),10.15.205, 10.15.010, and 10.15.990(C)(1) to clarify parking on public land, scope of parking enforcement and to update definitions and references; repealing conflicting provisions, and providing for severability. **(Kay Marion Macuil, City Attorney)**

7. H. Discussion and possible action on any and all matters regarding Resolution No. 2366. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Development Fees Update; declaring it as a public record, establishing an effective date; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

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

9. EXECUTIVE SESSIONS

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), and (4) on any and all matters regarding the litigation of Gethsemani v. San Luis and consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. **(Kay Marion Macuil, City Attorney; and Outside Counsel Gammage & Burnham)**

9. B. EXECUTIVE SESSION
(Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3), and (4)
Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) and (4) on any and all matters regarding a June 27, 2025 demand letter on the City and its Council Members received from Attorney John Garcia representing Mrs. Nieves G. Riedel and Riedel Construction and the Development Agreement for Las Quintas Subdivsion dated August 22, 2001, for consultation for legal advice with the City Attorney,

in order to consider its position and instruct its City Attorney and representatives about the City Council's position on the Development Agreement that is the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (under subsection 4) allowed in executive sessions. **(Kay Marion Macuil, City Attorney)**

10. MOTION TO GO BACK INTO REGULAR SESSION

11. ADJOURNMENT

PRESENTATION

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

Meeting Date: 07/09/2025

Submitted By: Olivia Jenkins, Administration

Presentation Topic/Summary:

Presentation and recognition to Ms. Heather Madrigal, for her 23 years of exceptional work, dedication and support to the city's students, families, and educators at San Luis High School. **(Mayor Nieves Riedel and Council Members)**

Attachments

Letter

City of San Luis
Attn: Mayor Nieves Riedel and Honorable City Council Members
1090 E. Union Street
San Luis, AZ 85349

May 07, 2025

Subject: Formal Request for Public Recognition of Ms. Heather Madrigal

Dear Madam Mayor Riedel and Esteemed City Council Members,

On behalf of the greater San Luis area, I respectfully submit this formal request to publicly recognize Ms. Heather Madrigal for her 23 years of exceptional service and unwavering commitment to our city's students, families, and educators.

Since the founding of San Luis High School in 2002, Ms. Madrigal has been a pillar of educational excellence and leadership. As a founding staff member, she has dedicated over two decades to shaping the culture, success, and heart of our school. Her tireless dedication, professionalism, and deep passion for student success have transformed countless lives and strengthened the very fabric of our community.

Ms. Madrigal has served our students and school in numerous impactful roles, including:

- High School Teacher (Biology, Environmental Science, AP Science, AVID)
- AVID Coordinator
- Science Instructional Leader
- Instructional Coach
- Director of Student Support
- Assistant Principal for Academics
- Assistant Principal for Activities

Her influence extends far beyond the classroom. She has led curriculum and instruction, mentored educators, trained peer tutors, organized family engagement events, and spearheaded professional development initiatives across the district.

The most profound evidence of her legacy is seen in her former students, many of whom are now educators and leaders in Yuma County, inspired by her guidance and example. These include:

- Yessenia Reynaga, Special Education Counselor at San Luis High School
- Yordi Cardenas, Accountant/Auditor Quechan Casino
- Austria Arena Ruiz, 1st generation Speech Language Pathologist Graduate
- Janeth Guerra, Director of Student Services at San Luis High School

- Raul Rascon, Principal of Somerton Middle School
- Alan Vazquez, San Luis High School Special Education Teacher

Their leadership reflects the seeds of inspiration and encouragement planted by Ms. Madrigal, making her impact truly generational.

I write to you today not only as an Assistant Principal at San Luis High School, but also as a proud member of this community; a community where I was raised, where I now raise my own family, and where I have had the privilege of witnessing firsthand Ms. Madrigal's lifelong devotion to our youth. I have seen her passion for this community, and I have witnessed the tears and sweat she has poured into her work, all in service of our students, our families, our community, and our future.

As Ms. Madrigal prepares to begin a new chapter of her career at the newly established Somerton High School, we reflect with deep gratitude on all she has done for San Luis. Though she may be changing campuses, her legacy here will endure.

In honor of her extraordinary dedication and in recognition of her immeasurable contributions, we humbly request that Ms. Madrigal be formally acknowledged at an upcoming San Luis City Council Meeting. A public proclamation or ceremonial recognition would be a meaningful tribute to a woman who has selflessly and tirelessly given her heart to San Luis.

Thank you for your time and thoughtful consideration. We would be honored to stand with you in celebrating an educator who has so profoundly shaped the lives of many and continues to inspire generations to come.

With sincere appreciation,

Rocio Ruiz
Assistant Principal, San Luis High School
Proud Member of the San Luis Community

PRESENTATION

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

Meeting Date: 07/09/2025

Submitted By: Olivia Jenkins, Administration

Presentation Topic/Summary:

Recognition to Ms. Alejandra Payan for her outstanding athletic achievements and Mr. Enrique Partida for his work with special-needs children and the powerful impact he is making on the lives of his students. **(Mayor Nieves Riedel and Council Members)**

Attachments

Email

From: Tamara Canedo <senseitamara1@gmail.com>
Sent: Thursday, June 12, 2025 3:16 PM
To: Francia Alonso <falonso@sanluisaz.gov>
Subject: [EXTERNAL] Alejandra Payan

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

Dear Francia,
Thank you so much for taking the time to speak with me. As I mentioned earlier, while I'm not Alejandra's personal Sensei, I've had the privilege of witnessing her journey firsthand — and I couldn't be prouder of what she's accomplished.
Alejandra began Para-Karate at a very young age. In those early days, she was shy and often overwhelmed, sometimes brought to tears before entering the ring. But what's unfolded over the years is nothing short of remarkable. With the unwavering guidance of her Sensei, Enrique Partida, Alejandra has transformed into a fierce, focused, and resilient competitor. This year alone, she won Gold at the USA Open and brought home a Bronze medal from the Pan American Championship. She is now officially a member of Team USA and is training rigorously for the upcoming National Championship in July.
Francia, it would mean so much if the Mayor and city council could recognize Alejandra's achievements in a special way. She represents the very best of our community — not just through her medals, but through her perseverance, spirit, and the hope she inspires in others. Alejandra is living proof that individuals with disabilities are capable of extraordinary greatness when given the chance. In my experience, athletes with disabilities often work harder than anyone else, and their victories carry with them stories of immense courage and resilience.
I also want to take a moment to acknowledge Sensei Enrique Partida. His work with special needs children goes far beyond martial arts — he's helping families build confidence, purpose, and belonging. He is changing lives quietly and powerfully, and I'm not sure if the city is fully aware of the impact he's making. What he does is truly God's work, and it deserves to be seen and celebrated.
Thank you again for your time and consideration. I hope this can be the beginning of something beautiful for Alejandra, Sensei Enrique, and all the remarkable athletes who are redefining what's possible.
Warm regards,
Sensei Tamara Canedo-Lifschutz

AGENDA ITEM REVIEW FORM

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

Meeting Date: 07/09/2025

Summary

MINUTES OF

- Regular Council meeting held May 28, 2025
- Work Session held June 4, 2025

Attachments

5/28/2025 RCM

6/4/2025 WS

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 28, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Mayor Nieves Riedel
Vice Mayor Tadeo Azael De La Hoya
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Esteban C. Rosales
Council Member Lizeth Servin

ABSENT: 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
Alejandra Peru, Court Administrator
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Danae T. Figueroa, Magistrate
Edgar Esparza, Billing and Collections Manager
Eulogio Vera, Director of Public Works
Fernando Corona, I.T. Manager
Francia Alonso, Public Information Officer
Glenn Gimbut, Assistant City Attorney
Israel Lara, I.T. Technician
Jorge Perez, Assistant Director of Public Works
Jose Barragan, Fire Battalion Chief
Jose A. Guzman, Director of Development Services
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Human Resources Generalist
Maria Sabori, Risk Manager
Mario Rodriguez, Finance Operations Manager
Miguel Ramirez, Finance Accounting Manager
Roula Encinas, Director of Finance

Victor De La Torre, Safety Officer
Alberto Leon, Resident
Cesar Neyoy, Reporter
Christian Cuevas, Translator
Fabher Sanchez, Resident
Guillermina Fuentes, Resident
Jahaziel Vargas, Resident
James Allen Jr., Resident
Juan Manuel Guerrero, Visitor
Juanita Toledo, Resident
Lilia Quiñonez, Resident
Luisa Arreola, Resident
Manuel Rojas, Resident
Maria Alegria, Resident
Maria Gonzalez, Resident
Maria Robles, Resident
Mark Concha Jr., Resident
Nydia Mendenhall, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Lizeth Servin led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Mr. Rafael Ruiz, Pastor from Esperanza De Vida Church.

4. CALL TO THE PUBLIC

Mr. James Allen Jr., 1549 Babbitt Lane, San Luis, AZ, United States Navy Veteran of 21 years, commented that on Tuesday, a man visited his home with a petition requesting his signature, which he refused to sign. The petition aims to revoke the benefits and pay for the Council Members. He added that everyone here has a job and are paid for the job they do. He stated he was directing this at Mayor Nieves Riedel and said that she cannot ask people to do things without compensation. When they were appointed to office, they were appointed with the authority vested in them for the good of the city. And anything that ties their hands or prevents them from performing their function thereof is kind of illegal because they are like the vanguard or the guards of the people. The people of the city need the support of their Council Members and Mayor. This country was founded because the people who came here were persecuted. He asked if one should go backwards in history. Bad rulers eventually come out and they are gone.

Ms. Lizeth Servin, 238 N. Harris Avenue, San Luis, AZ, addressed the issue of Council Members' compensation. She commented that it is essential for City Council Members to receive compensation for several key reasons.

She added that one, it encourages diverse participation; compensation allows people from various socio-economic backgrounds to participate and serve, not just those who can afford to volunteer their time. They want the City Council to reflect the city and its community accurately. They aim to have an inclusive governance structure that is balanced among young people, experienced individuals, men, women, and those willing to advocate for various sectors in their communities, including education, housing, health, and working families. If they only allow wealthy people to participate because they can afford it, they will have the same problem that they have right now with the current administration under President Trump. He only wants to work with millionaires and billionaires, and that is not a true representation of this country; no respect for the Constitution, the law, and one is going through an unhealthy democracy. Recognizing that serving on the City Council involves time and effort, including attending meetings, researching issues, engaging with constituents, and making critical decisions. Compensation acknowledges the significant time and responsibility involved and supports accountability. Paying Council Members helps establish clear expectations and professional standards, encouraging accountability and performance, similar to other public roles now. She disagrees with the Mayor when she says whoever wants to serve one's community needs to do it with no compensation. She added that with all due respect, that is ridiculous to say the least. Especially during these times, when such a thing no longer exists. She understands that it is a privilege to serve as a City Council Member, but the work, commitment, and responsibilities are real, as are the expectations. All of a sudden, the Mayor feels or decides in her mind that compensation is not proper because she is rich and thinks San Luis is a poor community. She disagrees with Mayor Nieves Riedel. Other cities are fighting to increase salaries and benefits, because they understand the amount of work and time it entails to be a City Council Member. The City of Tucson recently increased the salaries of its City Council members to $ 90,000.00 per year. She understands they are not the City of Tucson, but they can also help set the path for future Council Members in San Luis to see this role as a career. Mayor Nieves Riedel is fighting against the Council to take away what is only fair. If the Mayor feels she does not need compensation or benefits, she can donate it back to the community. No one is stopping her from doing that. She encouraged Mayor Nieves Riedel to do it. She added that the Mayor is misinforming the community about the work that the Council does by stating that they go on trips when, in reality, they are traveling for training, government-related meetings, and conferences to represent the community. Furthermore, she said that Mayor Nieves Riedel is sending mixed messages regarding the city's finances. She would like to encourage constituents to ask questions to be informed and not view the City Council as a source of government waste, but rather as an investment in the community.

Ms. Guillermina Fuentes, 1630 N. 9th Avenue, San Luis, AZ, stated that the City Council approved to spend $50,000.00 in the Gethsemani case. The City Council is already aware of all the money that has been spent on this. She sees on the Agenda tonight that there is an item on this matter. When a person has a personal issue with someone, the City Council should not cover it up; instead, it should take action to resolve the problem. Do not waste the community's money.

She said that the other item on the Agenda regarding the parks is what the City Council should be doing: ensuring that the Mayor pays her dues. There is money that she owes and needs to pay, so she should pay it. With this money, the city would not be in the red that the Mayor has in her head.

Mr. Luis Marquez, 1254 America Street, San Luis, AZ, commented that he feels ashamed and sad about the politics in San Luis, Arizona. It is time for one to mature; if they are not skilled in politics, then they should stay out of it. If the community does want one, one should not buy the community and the vote. Many people sell themselves for money; he will not sell himself for nothing. Sadly, the city is the laughter of the County and the state. He added that it is time to stop and mature. He thanked Council Member Lizeth Servin for the work she has done. If they want to air their dirty laundry, they should air their own first and then clean the rest.

Mr. Mark Concha, 1310 N. Quintero Avenue, San Luis, AZ, stated that certain individuals are misinforming people, and it is fair for people to know and realize that they use the information half-heartedly. For example, one person previously mentioned that the city attacks Pastor Castro, do not forget that a trailer almost went into a house and nearly killed a little girl. The person who began the lawsuit against the city is Mr. Castro. The city is only defending itself from this person. It is not fair that one person misinforms the community; it is enough. He clarified that it was Council Member Luis E. Cabrera, not Ms. Riedel, who proposed removing benefits and compensation for the City Council by 100%. Council Member Luis E Cabrera posted it on Facebook and sent a formal letter to the Mayor and City Council. Again, do not mislead the community; the people observe and look to see who serves themselves with the big spoon and who does not.

Ms. Angelic Delgado, 2338 Galindo Street, San Luis, AZ, mentioned that she has lived in San Luis for over 25 years and had never seen so much drama in the city. She wants to see her city not being embarrassed on television. Additionally, if the city plans to post on social media, it should be in both English and Spanish. Furthermore, the city sends people to knock on doors at 8:00 p.m. with a petition to sign. She asked Mayor Nieves Riedel if she had anything to say about that, as the people knocking had claimed she had directed them to go to people's homes, knock on their doors, and sign a piece of paper for money. Ms. Delgado said she does not care about money, but she does care about her city and fairness. They are not poor people like the Mayor said, they are people and should not be addressed like poor people, she is offended. Additionally, the Mayor informed them that she plans to make improvements to Los Alamos and 10th Avenue, and intends to use taxpayer money to implement the design drawn up by her company; this is expected to come out of the Mayor's pocket. She mentioned she does not like to attend Council meetings because before the city ran smoothly and now something needed to be done about this. She wants to understand what she is voting for when she goes to vote. Why people tell her, "Oh, the City Council gets a $65,000.00 budget more than Yuma", is not right for anyone to say to her because she does not want to know that. She asked why the Mayor wants to take the City Council's money. They are working hard for the community.

5. CONSENT AGENDA

5. A. MINUTES OF
- Regular Council meeting held April 23, 2025

5. B. DISBURSEMENTS
From April 29, 2025 to May 21, 2025
Total $2,242,155.77
(Two Million, Two Hundred Forty-Two Thousand, One Hundred Fifty-Five Dollars and Seventy-Seven Cents)

MOTION: Mayor Nieves Riedel/Council Member Esteban C. Rosales to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

Vice Mayor Tadeo Azael De La Hoya moved Item No. 6. J. to be first on the Agenda. There was no opposition from the City Council.

Mayor Nieves Riedel abstained from participating in this item.

6.J. Public hearing followed by discussion on any and all matters regarding the Development Fee Update as required by the Arizona Revised Statutes. (Jose A. Guzman, Director of Development Services)

A. Staff presentation

Mr. Jose Guzman, Director of Development Services, explained that this item is part of the adoption of the update of the new development fees that are required every five (5) years per state law. The proposed fees are based on the land use assumption and infrastructure improvement plan adopted on April 23, 2025. Tonight, the city will receive public comments before the City Council takes action. The fees will be presented to the City Council on July 9, 2025. He stated that a comparison table of fees from other municipalities was included with the agenda packet, as well as a handout of frequently asked questions.

B. Open Public Hearing

Vice Mayor Tadeo Azael De La Hoya opened the Public Hearing.

C. Call to the public on this item

There were no comments from the public on this item.

D. Close Public Hearing

Vice Mayor Tadeo Azael De La Hoya closed the Public Hearing.

E. Action on possible direction to staff

MOTION: Council Member Lizeth Servin/Council Member Maria Cecilia Cruz to direct staff to proceed without changes. The motion passed with five (5) Ayes and one (1) Abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

6. A. Discussion and possible action on any and all matters regarding the investment in OpenGov's Procurement & Contract Management suite through Vertosoft to modernize and streamline the City of San Luis' procurement operations. (Roula Encinas, Director of Finance and Ryan King, Account Executive of OpenGov)

Ms. Roula Encinas, Director of Finance, introduced Mr. Ryan King, Account Executive of OpenGov, regarding the investment in a new procurement and contract management system through OpenGov. Currently, the process is manual primarily and decentralized, which can lead to delays, paperwork, and challenges with tracking and compliance. Staff is proposing a three (3) year service with OpenGov. This system will centralize the purchasing process, automate workflows, improve tracking, and support staff's effort to stay audit-ready.

Mr. King provided an overview and recap of the proposed services in a PowerPoint presentation.

There were some questions and answers among members of the City Council, including Ms. Encinas and Mr. King, regarding this software.

MOTION: Council Member Lizeth Servin/Mayor Nieves Riedel to approve the purchase of OpenGov's Procurement & Contract Management Suite through Vertosoft for $149,150.00 for a 3-year term service and authorize the budget transfer as stated in the fiscal impact of this agenda item for the expense in FY 2026. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

6. B. Discussion and possible action on any and all matters regarding the approval of the Lighting and Retention Basin Assessment Districts Budget for Fiscal Year 2025-2026. (Roula Encinas, Director of Finance)

Ms. Roula Encinas, Director of Finance, stated that the assessment districts were formed to provide street lighting and retention basin maintenance services in the subdivision developments. Yuma County requires the City Council's approval for the budget to levy the assessments. The amounts are based on the estimated cost of the city that will incur to provide these services. Staff is estimating $1,121,070.00 for Fiscal Year 2026.

MOTION: Council Member Lizeth Servin/Council Member Luis E. Cabrera to approve the budget of $1,121,070.00 for the Lighting and Retention Basin Improvement Districts. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

6. C. Discussion and possible action on any and all matters regarding the acceptance and approval of the Tentative Budget for Fiscal Year 2025-2026. (Roula Encinas, Director of Finance)

Ms. Roula Encinas, Director of Finance, explained that as required by Arizona State Law, this step sets the maximum spending limit for the upcoming fiscal year. Over the past few months, the City Council has held work sessions to review the city's financial position and discuss proposed adjustments.

She mentioned that the tentative budget now reflects the priorities and is ready for consideration by the City Council. Ms. Encinas gave a PowerPoint presentation. She highlighted that the proposed budget shows their continued focus on transparency, responsibility, and providing excellent services to the community. With the City Council's direction and input received during the work sessions, the budget was carefully organized to focus on the city's most essential needs. Even with limited resources, staff ensured that they supported the services residents rely on, addressed their needs, and planned for critical projects. The total proposed budget for Fiscal Year 2026 is $143.1 million.

There was some discussion, questions, and answers amongst the Mayor, Council Members, and Ms. Encinas.

Mayor Nieves Riedel asked how much money in reserves the city will need to continue running and commented that the city is not saving $11 million, but services are being cut. People say that she does not want the City Council to get compensated, and that is not true. She asked for a 50% budget cut twice while they rearranged, yet continued to bring in money. It was Council Member Luis E. Cabrera who requested a 100% cut through a letter he sent. She listens to the City Council and was proud of the fact that he asked her to do it. It is close to $400,000.00 that the City Council costs the city on trips. She pays for her trips because she can afford it, when she has to go to represent the community. She asked, would it not have been nice to save $200,000.00 and fund some of the programs that will affect the kids. She thanked the staff for the guidance, the city lives off grants and sales tax income.

Ms. Encinas responded that the city would need approximately six (6) months' worth, equaling $30 million, for financial stability.

Vice Mayor Tadeo Azael De La Hoya asked why there are three (3) positions for reclassification that do not have a fiscal impact, and are not being approved tonight. He added that Ms. Encinas responded that she was doing it through the budget process. He indicated that Ms. Kay Macuil, City Attorney, had recommended that the City Council revisit and approve the resolution, and he inquired whether a resolution was necessary for that purpose.

Ms. Macuil responded that there had been resolutions along the way and was unsure if this one was included.

Ms. Adela Cortez, Director of Human Resources, responded that those positions remain in the same pay grade; therefore, there will be no budget impact.

Vice Mayor Tadeo Azael De La Hoya asked why they have not been reclassified if there is no fiscal impact.

Ms. Cortez replied that she did not include the classification structure because it is not part of the financial presentation. That is something presented by Human Resources every fiscal year to be effective at the beginning of the fiscal year.

She stated that the classification structure will be presented to the City Council in a resolution ordering title changes and pay grades.

Council Member Luis E. Cabrera commented that he appreciates the hard work that staff put in for this budget to be done and completed. But he feels that having a budget retreat for the next fiscal year would be a better idea for them to convene together as a team, ask questions, and for the public to attend.

MOTION: Mayor Nieves Riedel/Council Member Lizeth Servin to approve the tentative budget for the Fiscal Year 2025-2026, as presented. The motion passed with five (5) Ayes and one (1) Nay by Vice Mayor Tadeo Azael De La Hoya.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Nay
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

6. D. Discussion and possible action on any and all matters regarding the purchase of inclusive playground features for the Joe Orduño Park. (Angelica Roldan, Director of Parks and Recreation Department)

Ms. Angelica Roldan, Director of Parks and Recreation, stated that the Parks and Recreation Department would like to add inclusive playground features to the Joe Orduño Park playground. Currently, the parks do not have inclusive playground features, but the Department aims to introduce these features to make playgrounds more enjoyable and accessible for everyone. Inclusive play areas benefit users of all abilities, and the Parks and Recreation Department believes the community deserves the opportunity to play and have fun. This is what inclusive spaces aim to convey. Staff reached out to Dave Bang Associates Inc. for assistance and requested a quote for items that are believed to be great for the community. The additions would consist of an Accessible Whirl, which accommodates up to two (2) wheelchair users, in addition to more kids without mobility devices, and a Communication Board, which is an inclusive component that features images and words alongside one another, making it easier for visitors of all ages and abilities to communicate. The quote provided by Dave Bang Associates Inc. is for $56,495.41 and includes the Mohave State Contract Cooperative Purchasing Agreement, Mohave #24K-BANG-0222. City Code-Purchasing §3.05.090 allows for cooperative purchasing, ensuring the city is getting the best prices in the market. The Parks and Recreation Department received two (2) donations that provided the department with enough funding to purchase the Americans with Disability Act (ADA) playground equipment. The donations are from the Cocopah Tribe for $22,132.27 and the other from Campesinos Sin Frontera for $36,695.41, totaling $58,827.68.

Mayor Nieves Riedel thanked Ms. Roldan for this project and asked her not to forget about the park on the east side of the city. Any donations that Ms. Roldan requests will greatly benefit the parks.

Council Member Maria Cecilia Cruz thanked Campesinos Sin Fronteras and the Cocopah Tribe for their donation.

Council Member Luis E. Cabrera thanked Ms. Roldan and as a Special Education Teacher, he has kids who have a hard time communicating with others. Those kids will be able to have as much fun as other kids who visit these community parks.

Mayor Nieves Riedel asked for an update on the portable toilets for the east park.

Ms. Roldan reported that they want to continue with the project, which is Phase 2 for next year, which will begin on July 1st. It will be the continuation of the parking lot and softball/baseball field.

Council Member Lizeth Servin thanked Ms. Roldan for strengthening the relationships with the non-profit organizations.

MOTION: Council Member Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve the cooperative purchase of an ADA playground equipment for Joe Orduño Park in the amount of $56,495.41, as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

6. E. Discussion and possible action on any and all matters regarding the ratification of payment for legal work of outside counsel for the lawsuit against the city in Federal Court (U.S. District Court for Arizona Civil Case No. 2:24-cv-00534-ESW), and to approve transfer of City Council contingency funds for continued legal work on the case through the end of the fiscal year as well as replenishing the legal services general ledger account through the end of the fiscal year. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that she went through ten (10) years without this kind of budget for legal services. Her department not only had the Gethsemani lawsuit but also other issues that had arisen this year; therefore, her legal budget was in deficit by $15,000.00. Staff is requesting the City Council to authorize a budget transfer from the City Council Contingency Account of $105,000.00. She is requesting $80,000.00 to get through the end of June 2025 for the Gethsemani case.

She added that bills will continue to be received from May and cover June in a federal case with Gethsemani, in which case Gethsemani sued the city and cannot escape from it. The discovery disputes are ongoing, there are costs for mediation, the city is in negotiations at this time. She is also requesting $10,000.00 for all legal services contingencies through June 30, 2025.

Mayor Nieves Riedel asked for the date when Pastor Castro filed the lawsuit against the city.

Ms. Macuil responded it was in March 2024 and the city has spent $156,000.00.

Mayor Nieves Riedel added that the City of San Luis did not establish this lawsuit. This individual decided to sue the city. The city is spending money that is needed for other things.

MOTION: Mayor Nieves Riedel/Council Member Esteban C. Rosales to ratify $90,304.06 in legal expenses to Gammage and Burnham and approve $105,000.00 from Council Contingencies for all legal contingencies through the end of the Fiscal Year, June 30, 2025, and to continue under the terms of the attached March 22, 2024, engagement letter to represent and defend the City of San Luis in any and all matters in the U.S. Federal Court, Arizona, District Case No. 2:24-CV-00534-ESW. The motion passed with four (4) Ayes and two (2) Nay votes by Council Members Luis E. Cabrera and Lizeth Servin.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Nay
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Nay

6. F. Discussion and possible action on any and all matters regarding Resolution No. 2362. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring that the City Council deems the sale of the real and personal property of the San Luis facility Development Corporation for the San Luis Regional Detention and Support Center beneficial for the City of San Luis; ordering and calling a special election to be held on November 4, 2025 to submit to the qualified electors of the City of San Luis the question as to whether or not said property should be sold within 3 years starting November 20, 2025, and a possible initiative proposal regarding the city council's compensation. (Kay Marion Macuil, City Attorney and Sonia Cornelio, City Clerk)

Ms. Kay Macuil, City Attorney, stated for clarification and the public's notice that yesterday the agenda was amended to remove the potential for an initiative proposal for the same election day, as it is merely a possibility.

She said that staff checked with Mr. John Paladini, who was a former City Attorney in Prescott and has a lot of experience with election law and he said to remove it since it has not come. The initiative petitions are due on July 3, and after that, it is unknown at this point. Staff was trying to be a little more proactive due to the deadlines associated with the election law. The election will be held for the sale of the land and facilities related to the detention center. The purpose of selling it is to help support the project and use the revenues towards the project of the detention center and other public resources and if there are other public uses if there are additional proceeds. This resolution calls for a call of election on November 4, 2025, and sets deadlines for the same.

Mayor Nieves Riedel asked what the balance is on the mortgage of that building.

Ms. Macuil responded that the bonds that were issued have a debt of approximately $24.6 million.

Council Member Esteban C. Rosales asked if the city is making a profit out of this.

Ms. Macuil replied that, at the moment, the city is seeking permission to sell from the voters, as it is required if the property is valued at $15 million. If the city get the consent, then it will take the next step. But since the bonds are active, what can be said about that is limited. The city can meet the debt service, especially now that the detainees are more with the new administration. Currently, the city is in forbearance and will return to court on that case.

Mr. Glenn Gimbut, Assistant City Attorney, added that it is a two-step process. First, the voters grant the city permission to sell the asset; then, the city will conduct a public auction process to sell it. This is merely a permission document and does not constitute the actual sale or transfer.

Council Member Maria Cecilia Cruz inquired about the annual revenue figures for the city's detention center and whether there is already someone interested in purchasing it.

Ms. Macuil responded that the city has gone several years without any license fee, and no one is interested, as the city has to go through a bid process, but there are only four (4) providers in the country.

Ms. Roula Encinas, Director of Finance, added that the city has gone three (3) years without receiving any revenues from the detention center.

Vice Mayor Tadeo Azael De La Hoya asked why this item was added to the agenda 24 hours and seven (7) minutes before the Council meeting.

Ms. Macuil replied that it was because the agenda item was not complete by the time the agenda was distributed.

Mayor Nieves Riedel added that the theory is that bondholders are getting scared because of policies from President Trump regarding deportations. So these facilities are becoming a big liability, and people would rather lose money now than stay when they are in a deeper hole; they are willing to lose any money right now before it gets worse.

MOTION: Council Member Luis E. Cabrera/Council Member Lizeth Servin to approve and adopt Resolution No. 2362 calling a November 4, 2025, Special Election. The motion passed with five (5) Ayes and one (1) Nay by Vice Mayor Tadeo Azael De La Hoya.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Tadeo Azael De La Hoya	Nay
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

Mayor Nieves Riedel declared a conflict of interest on Items No. 6.G. and 6. H.

6. G. Discussion and possible action on any and all matters regarding the City of San Luis accepting Construction Services from Gutierrez Canales Engineering, for the widening of 10th Avenue between Cesar Chavez Boulevard and County 22nd Street. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that they requested quotes for a partial widening of 10th Avenue, between Cesar Chavez Boulevard and County 22nd Street. The partial widening is expanding what already exists, enough to accommodate three (3) lanes: one in each direction and one center turn lane. Quotes were received and Gutierrez Canales Engineering is the lowest quote. Staff requested three (3) quotes from the three (3) local contractors that do paving work. After removing the survey portion of the scope, Gutierrez Canales remains the lowest quote of $285,343.33. He added that part of the fiscal impact for this project was budgeted, but there were not enough funds to complete the work; $200,000.00 was allocated in the budget. There is another item on the agenda that will be using this same funding.

Council Member Luis E. Cabrera commented that it was his understanding that a development agreement had been signed years ago regarding the construction of the other half of the east side of 10th Avenue, including its width, and asked if that was not the case.

Mr. Vera responded that there is an existing development agreement stating that the second east half of 10th Avenue is to be widened by the developer, which is currently under review for enforcement. This temporary solution involves immediate widening to improve circulation and enhance the safety of 10th Avenue. Staff does not know how long it will take before a determination is made on whether the development agreement is enforceable.

Council Member Luis E. Cabrera asked if there has been any contact with the developer regarding the agreement.

Mr. Vera replied that his department has not made direct contact with the developer.

Ms. Kay Macuil, City Attorney, stated that she received a letter from Mr. John Garcia, the developer's attorney, which she responded to regarding the development agreement.

Council Member Luis E. Cabrera stated that it is unusual for the city to use taxpayers' money to fund a project or development that a developer should be responsible for. He read Section 11 on page 12 of the development agreement, "'Developer agrees to construct/complete the east ½ width of 10th Avenue from 22nd Street to Juan Sanchez Boulevard, according to the city's standards for minor arteries upon the city securing the appropriate right-of-way". He added that there are other conditions to the development agreement, but that is the most important one as it pertains to that particular project. He believes the developer, in good faith, should honor the contract that they signed with the city, regardless of when it was signed. The agreement was signed by Mayor Nieves Riedel and that is why she is declaring a conflict of interest. She claims that Council Member Luis E. Cabrera told her to place an initiative on the ballot for people to sign, but that is not the case. He said he asked her to add an item to the City Council's agenda for a vote. Therefore, the same Council Member who asked her to add an agenda item, asks her to honor her agreement and pave the way as it should be. As she has mentioned in some meetings, she listens to her Council Members, that is why she did an initiative, so now he asks her to please honor this agreement and support the community.

Council Member Maria Cecilia Cruz stated that she has also placed this item on the agenda approximately three (3) times since she has been in the City Council, therefore, they know who the developer is. She does not understand why she is trying to run from this. The last time she asked why the city had not received the funds, Mayor Nieves Riedel, who was not the Mayor at the time, and the developer stated that the city had not billed her. It is unfair for a developer to request that the City of San Luis to pay what she owes, her development, her bill. She attacks the City Council because they do not vote the way she wants; they need to demand that she come up with the money. She has reviewed the agreement and does not see any limitations or dates. She added that the Mayor is trying to cut the budget, but this would be a great way to increase the budget. She repeatedly states at council meetings that she is very wealthy. She wished Mayor Nieves Riedel had stayed in the meeting, but she guessed there was a conflict of interest. She makes a lot of money but does not want to pay.

Vice Mayor Tadeo Azael De La Hoya asked why the city has not moved forward with enforcing the agreement.

Mr. Vera responded that he did not know how to answer that question. He is aware that, on the design and construction side, there is the right-of-way. He added that staff has been inquiring with the Bureau of Land Management (BLM) for some time now regarding the ability to build on the additional existing 33 feet of right-of-way that BLM had granted to the city long before it became a city. The city has not obtained guidance or an answer on how to utilize that right-of-way. Recently, staff received communication and documents from BLM on how to exercise the right to build on the existing right-of-way.

Council Member Lizeth Servin asked if there is an estimated cost to widen this road to finish the project. She heard it will cost approximately $1.5 million to $2 million to finish this project. She commented that Mayor Nieves Riedel continues to state that the city is hurting and she is the only one who understands the numbers, and that she knows how to read; therefore, she hopes the Mayor knows how to read her contract. She agrees with Council Member Maria Cecilia Cruz's statement, it is her development, it is her pay. If she wants more parks, equipment, and better streets and roads, then she needs to pay the money. She mentioned that she also heard that Mayor Nieves Riedel plans to sue the city because she wants to get away with it, adding that if the Mayor cares for the city, she will pay. She disagrees that the city has to pay for a temporary solution. Instead, those funds can be utilized on other city projects. She is not directing this at the staff, but hopes everyone can come to terms. She understands that the Mayor's attorneys are also present, taking notes.

Mr. Vera responded that the city does not have an estimate on the total cost of the complete widening. It is more than paving, there is drainage, the retention basin and construction.

Vice Mayor Tadeo Azael De La Hoya stated that the same comment to staff, the item was added to the agenda 24 hours and seven (7) minutes before the meeting. He said they work full-time and had two (2) ribbon cuttings in the morning. He had the state association and the school board meetings, and it is hard for him to go over three (3) long items within 24 hours of the agenda. He asked to try to avoid that, except in emergencies, which he understands. He has previously and publicly stated that he does not like items on the 11th hour because he needs to read and make an educated vote on items.

Council Member Maria Cecilia Cruz added that an item that was very dear to her heart was removed and like Council Member Lizeth Servin mentioned, she is not directing this at staff and asked who has the authority to do this, to place items real quick or remove them. She does not think this is fair and understands the frustration when they are expecting to discuss an item and it gets removed because Mayor Nieves Riedel does not like it.

Council Member Luis E. Cabrera recommended that this item be continued to a future Council meeting.

Council Member Lizeth Servin asked if moving this item would impact the budget right now, or funding would not be able to be assigned to the other project, or is that separate.

Ms. Jenny Torres, Acting City Manager, responded that it is a separate item and continuation of this item, because there is an award of contract is not certain if they will need to bring a different item on this specific project.

Ms. Macuil added that they could do that; however, this funding is for this year. But the Public Works Department was trying to find projects that it could complete by June 30th; therefore, if the item is continued, it would probably affect the budget next year.

Council Member Luis E. Cabrera mentioned that it was acceptable as long as they receive updates on the case. He asked if it could be moved to the next fiscal year.

Ms. Roula Encinas, Director of Finance, replied that she is reviewing the list of capital projects, which is also attached to the agenda item just reviewed, regarding the tentative budget. For the widening of 10th Avenue, staff has pulled out the design and only budgeted $100,000.00 for next year and cannot increase the budget.

Council Member Maria Cecilia Cruz commented that she is still confused. She asked if they continue this item, will they be able to use the funding.

Ms. Torres stated they will not be able to use the funding. What will happen if the City Council continues the item, is that the funding is not going to be available unless the item is on the agenda before June 30th. Since this is an award of a contract to a contractor, the contractor will not be able to perform the work.

MOTION: Council Member Luis E. Cabrera/Council Member Lizeth Servin to continue this item to a future Council meeting. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

6. H. Discussion and possible action on any and all matters regarding the City of San Luis East Community Park parking lot paving. (Council Members Maria Cecilia Cruz, Luis E. Cabrera and Lizeth Servin)

Council Member Luis E. Cabrera stated that for several years, the city has been working to improve the East San Luis Community Park. He knows that some funding remains in Fiscal Year 2025 that could be used before June 30th. Therefore, he requested that this item be placed on the agenda, with the support of Council Members Maria Cecilia Cruz and Lizeth Servin, so that part of the park can be paved. It will not cover the entire parking lot of East Park, but it will encompass approximately half of the park, and it would be a significant advance for the project. As one knows, the east side of the community is continuing to grow and if the city invests in the east park parking lot, the city is a step closer to seeing the East Community Park as a reality. He previously spoke with Mr. Eulogio Vera, Director of Public Works, and they were able to find a company to pave part of the parking lot prior to June 30th and utilize the funds this fiscal year. So that is why the item is on the agenda for discussion.

Vice Mayor Tadeo Azael De La Hoya commented and asked that since the City Council continued the last item, if this item could be continued, as he does not feel comfortable voting on something that was placed on the agenda just 24 hours and seven (7) minutes before the Council meeting. He does not feel comfortable voting on things that he has not thoroughly researched, and did not have the time today to come in and ask questions.

Council Member Luis E. Cabrera mentioned that, due to the nature of the work that needs to be done, the company would have to complete it before June 30th. Therefore, it would have to be approved today so they can begin and finish the project on time. Regarding the former item, the City Council would have to find funds, as they did for this one, in the next fiscal year.

MOTION: Council Member Lizeth Servin/Council Member Luis E. Cabrera to accept construction services from Gutierrez Canales Engineering for parking lot paving at the East San Luis Community Park for the amount not to exceed $286,000.00 and approve the budget transfer as presented in the Fiscal Impact Statement, and waive formal purchasing procedures for the reasons presented. The motion passed with four (4) ayes and one (1) Abstention.

The vote was as follows:

Mayor Nieves Riedel	Was not present to vote
Vice Mayor Tadeo Azael De La Hoya	Abstained
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

Vice Mayor Tadeo Azael De La Hoya stated that he is all for the East Community Park, but since he received the item 24 hours and seven (7) minutes before the meeting, he abstained from voting on this item.

6. I. Discussion and possible action on any and all matters regarding Ordinance No. 466. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending San Luis City Code Section 2.30.050 titled Municipal Court Fees, amending San Luis City Code Section 2.30.060 titled Court Collection Service Fee, providing for an effective date and providing for severability. (Danae T. Figueroa, Magistrate)

Ms. Danae T. Figueroa, Magistrate, explained that they are requesting an update to their local court fees and establishing some new local court fees. They have complied with the notification statute, and many of their current fees have remained unchanged since their enactment in 1999. They no longer reflect the actual cost of operating the court. At the same time, they have seen a significant increase in the number of case filings, which puts added strain on staff and resources. Currently, they have a higher number of cases that they are closing in comparison to filings. This is due to a continuous monitoring of sentencing compliance. While it should be understood that the court is not a revenue-based entity, updating the fees will help manage this growing workload, cover some operational costs, and continue to provide efficient and quality service to the community. This will also further enhance Chief Justice Timmer's strategic agenda to expand access to justice. By improving the virtual court experience and remote access to court services to the extent that sufficient funding and resources are available to accomplish these goals. She provided a short PowerPoint presentation regarding the current and proposed new fees; the PowerPoint slides are included on the complete agenda packet filed at the City Clerk’s Office.

Council Member Esteban C. Rosales commented that he appreciates everything the court is doing. They have been doing a lot of work and making improvements on these fees. They have been around as long as he has been alive, so that is good. They are helping out the community by making sure that these fees are covered, and they are up to what they are at today with other municipal courts.

A. Action on Reading of Ordinance No. 466 by title only

MOTION: Council Member Esteban C. Rosales/Council Member Lizeth Servin to approve reading of Ordinance No. 466, as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Was not present to vote
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 466 by title only.

B. Action on Ordinance No. 466

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Lizeth Servin to approve and adopt Ordinance No. 466, as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Was not present to vote
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

7. SUMMARY OF CURRENT EVENTS

Council Member Esteban C. Rosales reported that he, along with Council Members Luis E. Cabrera, Lizeth Servin, Javier Vargas, and Director of Economic Development Armando Esparza, attended the ICSC in Las Vegas, where they promoted the City of San Luis, which was very productive. They had their booth, and many people visited them, engaging in conversations with hotels, as well as other food and clothing franchises. He added that on Thursday, he was the speaker at Harvest for the 8th-grade promotion.

Council Member Luis E. Cabrera added to Council Member Esteban C. Rosales' report, noting that Mr. Esparza was amazed to see people coming to the city's booth, as it is usually the Council Members and staff looking for developers and franchises at this convention; it was a mix of both. He supports local, but knows that there are people in the community who want to see these chains come to the city. He was pleased to have attended the convention, representing the City of San Luis and advocating for economic development. On a separate note, he mentioned that he was not invited to pose in a picture on social media to promote the 4th of July event, but he will be attending the event and hopes to see everyone there.

Council Member Lizeth Servin mentioned that during her visit to Las Vegas for the ICSC convention**,** she has heard residents ask why the city does not bring in certain businesses. However, it is not just about what the city wants; it involves a combination of three (3) factors: what the Council aims for, what the city desires, and what is feasible or achievable. Many corporations or companies consider various aspects, such as population, income, acreage, and whether they want to rent or purchase land, as well as the location. Several factors influence whether companies decide to locate in the city or not. She had the opportunity to speak at many companies and hopes to see them again. There are great plans for the city, and Mr. Esparza is doing a great job. She talked about one department store that residents would want to have, which is Kohl's, but Kohl's requires a population of 100,000.

She said she now understands more about how this functions and that is part of their job to educate themselves to be able to educate community members, so they know where the city stands and the work Council Members are doing.

Council Member Maria Cecilia Cruz congratulated and thanked the Council Members and Mr. Esparza for attending the ICSC, as it is an excellent opportunity to promote the city. She also added that some companies ask for the population, and once they know the City of San Luis has 38,000, the companies let the city representative know to give them a call when they reach 50,000.

Council Member Luis E. Cabrera added that after 12 years, Panda Express is finally looking at the City of San Luis.

8. EXECUTIVE SESSIONS

8.A. (Vote to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7)

Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7) on any and all matters regarding the litigation of Gethsemani v. San Luis and consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (under subsection 4) or negotiations for the purchase, sale or lease of real property (under subsection 7) allowed in executive sessions. (Kay Marion Macuil, City Attorney; and Outside Counsel Gammage & Burnham)

8.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 contract for the Assistant City Attorney Glenn J. Gimbut and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation, including discussion of a possible severance agreement 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: Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to go into Executive Session at approximately 8:05 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Was not present to vote
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

9. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to go back into Regular Session at approximately 8:42 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Was not present to vote
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

10. DISCUSSION AND POSSIBLE ACTION ITEMS:

10. A. Discussion and possible action on any matters regarding Assistant City Attorney Glenn Gimbut's severance agreement. (Kay Marion Macuil, City Attorney and Glenn Gimbut, Assistant City Attorney)

MOTION: Council Member Lizeth Servin/Council Member Esteban C. Rosales to approve the severance agreement with Glenn J. Gimbut attached to this agenda item. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Was not present to vote
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

10. B. Presentation and recognition to Mr. Glenn Gimbut for his dedicated 20-plus years of service to the City of San Luis, serving as City Attorney from 2004-2015 and Assistant City Attorney from 2015 to present. (Mayor Nieves Riedel)

Vice Mayor Tadeo Azael De La Hoya presented Mr. Gimbut with a Certificate of Appreciation and awards for his years of service with the City of San Luis.

Mr. Gimbut thanked the City Council, staff and public for allowing him to serve the City of San Luis for over 20 years.

The Vice Mayor and City Council thanked and congratulated Mr. Gimbut for his years of service to the community.

11. ADJOURNMENT

MOTION: Acting Mayor Luis E. Cabrera/Council Member Lizeth Servin to adjourn the Regular Council meeting at approximately 8:57 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Was not present to vote
Vice Mayor Tadeo Azael De La Hoya	Aye
Acting Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	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 May 28, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
June 4, 2025
5:00 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Tadeo Azael De La Hoya called the Work Session to order at approximately 5:08 p.m.

PRESENT: Council Member Tadeo Azael. De La Hoya
Council Member Lizeth Servin
Council Member Luis E. Cabrera
Council Member Esteban C. Rosales-via, Microsoft Teams @ 5:42 P.M.
Council Member Maria Cecilia Cruz

ABSENT: Mayor Nieves Riedel

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Marion Macuil, City Attorney
Melissa Lopez, Deputy City Clerk
Adela Cortez, Director of Human Resources
Albert Moreno, I.T. Technician
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Armando Esparza, Director of Economic Development
Eulogio Vera, Director of Public Works
Isael Gomez, Records Management Specialist
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Development Services
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Human Resources Generalist
Maria Sabori, Risk Management Manager
Mario Rodriguez, Finance Operations Manager
Miguel Ramirez, Finance Accounting Manager
Roula Encinas, Director of Finance
Yigal Duarte, Economic Development Assistant
Albert Leon, Resident
Fabher Sanchez, Resident
Manuel Rojas, Resident
Marco Pinzon, Planning & Zoning Commission Member
Martha Ulloa, Resident
Mark Concha, Resident
Maria Gonzalez, Resident
Luisa Arreola, Resident
Salma Marrufo, Economic Development Vice-Chair

2. ITEMS FOR DISCUSSION ONLY:

2. A. Video conference presentation by Parliamentarian Timothy Wynn of Perfect Rules, Inc. on Robert's Rules of Order for City Council Meetings as modified by the Arizona Open Meeting Law and the San Luis City Code. (Parliamentarian Timothy Wynn of Perfect Rules, Inc.)

Mr. Timothy Wynn, Parliamentarian for Perfect Rules, Inc., made a PowerPoint presentation regarding Robert's Rules of Order, which is part of the complete agenda packet filed in the City Clerk's Office. The presentation covered the following topics: Quick History of Robert's Rules of Order, The Basics, Unanimous Consent, Making a Point of Order, Appeal, Quorum vs. Vote Requirement, Disqualification vs. Abstention, Consent Agenda, Submitted Questions, Members & the Presiding Officer, Patterns of Formality for Members, Patterns of Formality for the Chair, Seeking Recognition & Obtaining the Floor, Who Can Amend the Agenda? Specific Rules, Adopting an Agenda, Proposed Agenda, Adopted Agenda, Agenda vs. Notice, Public Notice vs. Notice to Members, Making Motions, 3 Steps to Bringing the Motion Before the Assembly, Making a Motion, 3 Steps to Considering a Motion, Proper Motion, Debate, What is the Purpose of a Meeting?, and What is the Difference between Discussion and Debate?.

Questions were raised by the Vice Mayor and City Council, which Mr. Wynn addressed. Due to a Council Member attending a conference where the time difference was three (3) hours, the presentation ended.

The Vice Mayor and City Council thanked Mr. Wynn for the presentation.

Ms. Jenny Torres, Acting City Manager, proposed to the Vice Mayor and City Council the scheduling of a Work Session to complete the presentation, which was agreed upon.

3. ADJOURNMENT

Vice Mayor Tadeo A. De La Hoya adjourned the meeting at 7:07 p.m.

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 Work Session minutes for the City Council of the City of San Luis, Arizona, held on June 4, 2025. 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: 07/09/2025

Summary

DISBURSEMENTS
From June 19, 2025, to July 1, 2025
Total $2,494,622.87
(Two Million, Four Hundred Ninety-Four Thousand, Six Hundred, Twenty-Two Dollars and Eighty-Seven Cents)

Attachments

Disbursements

City of San Luis
Finance Department

RECEIVED
JUL 2 2025
CITY CLERK'S OFFICE

COUNCIL MEETING JULY 9, 2025
Disbursement Report from 06/19/2025 TO 07/01/2025

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	06/18/2025	$ 551,562.45	Schedule A
Accounts Payable Check Account	06/20/2025	$ 764,330.91	Schedule B
Accounts Payable Check Account	06/27/2025	$ 1,178,729.51	Schedule C

Total Disbursements: $ 2,494,622.87

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

Prepared by Karla Plascencia: _____

Verified by Finance: 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: 2025.07.02 13:41:11 -04'00'

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

Pay Day Register

Pay Date Range 05/31/25 - 06/13/25
Pay Batch 202513

Pay Batch 202513 Total
Employees in Pay Batch 362
Female Employees in Pay Batch 102

Hours Description	Hours	Gross
100 - REGULAR	24,932.7500	639,954.90
1001 - LEAVE WITHOUT PAY	425.2500	.00
1007 - ON CALL WORKED HOURS	28.7500	725.41
1009 - PART TIME	1,054.0000	16,514.40
1010 - PART TIME FIREFIGHTERS	232.7500	4,975.42
105 - MILITARY LEAVE	80.0000	2,366.40
201 - OVERTIME	950.2500	37,920.23
202 - OP STONE GARDEN- O.T.	663.5000	33,278.35
2023 - FMLA - SICK LEAVE	80.9900	1,632.47
2024 - FMLA - VACATION LEAVE	118.3100	2,768.76
2038 - FMLA - LEAVE WITHOUT	18.7000	.00
210 - SRO	215.0000	6,763.93
300 - VACATION EARNED	1,323.5631	.00
301 - VACATION USED	1,377.2500	37,891.69
400 - SICK EARNED	1,310.2550	.00
405 - SCHEDULED SICK LEAVE	185.0000	4,057.81
406 - UNSCHEDULED SICK LEAVE	469.2500	11,386.12
501 - WC PUBLIC SAFETY USED	106.0000	2,343.66
502 - ON CALL PAY I.T.	.0000	100.00
503 - STAND-BY PAY	638.0500	1,276.10
900 - COMPENSATION EARNED	10.5000	.00
923 - BORDER FITNESS - GYM	.0000	300.00
932 - 24-7 GET FIT - GYM	.0000	1,323.00
965 - PD - STAND-BY PAY	.0000	2,028.00
967 - FD - SPECIAL ASSIGNEMNT	263.0000	526.00
Total	34,483.1181	$808,132.65

Withholdings and Deductions		Gross Base
Gross	808,132.65	
Imputed Income		
FEDERAL TAX WITHHOLDING	49,185.20	689,177.99
SOCIAL SECURITY TAX	50,104.26	808,132.65
MEDICARE	11,718.01	808,132.65
STATE WITHHOLDING	14,230.30	689,177.99
24-7 GET FIT- GYM	1,323.00	.00
AM. FIDELITY - HEALTH FSA	50.00	.00
AM. FIDELITY- ACCIDENT-POST	25.01	.00
AM. FIDELITY- ACCIDENT-PRE	540.70	.00
AM. FIDELITY- CANCER-POST	28.70	.00
AM. FIDELITY- CANCER-PRE TAX	136.15	.00
AM. FIDELITY- GCI -POST TAX	48.51	.00
AM. FIDELITY- GHI- PRE TAX	275.40	.00
AM. FIDELITY- LIFE -POST TAX	362.90	.00
AM. FIDELITY- TX LIFE -POST	173.31	.00
AZ COPS - SLPD	505.00	.00
AZ STATE RETIREMENT	57,154.85	471,574.67
BORDER GYM - GYM	300.00	.00
CHILD SUPPORT 2	234.46	.00
DEFERRED COMP - ROTH	1,020.00	.00
DEFERRED COMP - ROTH	297.44	8,111.94
DEFERRED COMPENSATION	2,635.00	.00
DEFERRED COMPENSATION	1,033.00	8,365.07
FOP/ALC	450.00	.00
GARNISHMENT - CHILD	2,793.12	.00
IAFF- FIRE DEPT	1,550.00	.00
LEGAL SHIELD	59.31	.00
LONG TERM DISABILITY	707.31	471,574.67
MANHATTANLIFE ASSURANCE	96.51	.00
MEX ONLY DENTAL - EE &	192.36	.00
MEX ONLY DENTAL - EE &	476.19	.00
MEX ONLY DENTAL - EE &	201.52	.00
MEX ONLY HEALTH - EE & CH	596.40	.00
MEX ONLY HEALTH = S	436.50	.00
MEXICO ONLY HEALTH - EE &	2,746.96	.00
MEXICO ONLY HEALTH - EE &	536.76	.00
MISCELLANEOUS	195.00	.00
PAC FUND- FIRE DEPT.	123.00	.00

Benefits		Gross Base
ASRS ALTERNATE	738.12	7,243.52
AZ STATE RETIREMENT	57,154.85	471,574.67
DENTAL = FAMILY	477.60	.00
LONG TERM DISABILITY	707.31	471,574.67
MEDICAL MEX ONLY - EE &	2,421.90	.00
MEDICAL MEX ONLY - EE &	10,963.46	.00
MEDICAL MEX ONLY - EE &	2,179.71	.00
MEDICAL MEX ONLY - EE ONLY	3,927.60	.00
MEX & US HEALTH = EE	57,484.80	.00
MEX ONLY DENTAL - EE &	149.52	.00
MEX ONLY DENTAL - EE &	370.11	.00
MEX ONLY DENTAL - EE &	156.64	.00
MEX ONLY DENTAL - EE ONLY	187.22	.00
PSPRS - ALTERNATE	232.40	2,905.06
PSPRS FIRE DB NORM - TIER 1	9,206.42	72,720.64
PSPRS FIRE DB NORM - TIER 2	609.66	4,815.59
PSPRS FIRE DB NORM - TIER 3	5,753.44	64,718.67
PSPRS FIRE DB UNFUND - TIER	436.30	72,720.64
PSPRS FIRE DB UNFUND - TIER	28.89	4,815.59
PSPRS FIRE DB UNFUND - TIER	476.14	67,062.33
PSPRS POLICE DB NORM - TIER	7,125.41	71,396.81
PSPRS POLICE DB NORM - TIER	1,458.18	14,611.07
PSPRS POLICE DB NORM - TIER	6,018.51	67,699.63
PSPRS POLICE DB UNFUND -	3,162.87	71,396.81
PSPRS POLICE DB UNFUND -	647.27	14,611.07
PSPRS POLICE DB UNFUND -	3,222.50	67,699.63
STANDARD LIFE	3,043.57	.00
STANDARD LTD	1,480.09	273,287.33
STANDARD STD	5,050.38	.00
U.S. MEX DENTAL - EE &	366.62	.00
U.S. MEX DENTAL - EE &	143.46	.00
US & MEX DENTAL - EE	2,973.12	.00
US & MEX HEALTH = C	26,588.80	.00
US & MEX HEALTH = FAMILY	34,572.22	.00
US & MEX HEALTH = SP	6,647.20	.00
VISION - SINGLE	1,177.83	.00
VSP- VISION	609.00	.00
WC PSPRS 17.78	416.70	2,343.66
Total	$258,365.82	

Pay Day Register

Pay Date Range 05/31/25 - 06/13/25
Pay Batch 202513

PS DEFERRED COMP - ROTH	785.00	.00
PS DEFERRED COMP - ROTH	425.61	5,228.27
PS DEFERRED COMP TIAA -	421.21	10,913.86
PS DEFERRED COMPENSATION	2,180.00	.00
PSPRS FIRE DB RATE - TIER 1a	4,620.24	60,394.83
PSPRS FIRE DB RATE - TIER 1b	942.92	12,325.81
PSPRS FIRE DB RATE - TIER 2	368.39	4,815.59
PSPRS FIRE DB RATE - TIER 3	5,753.44	64,718.67
PSPRS POLICE DB RATE - TIER	3,980.71	52,035.38
PSPRS POLICE DB RATE - TIER	1,481.15	19,361.43
PSPRS POLICE DB RATE - TIER 2	1,117.74	14,611.07
PSPRS POLICE DB RATE - TIER 3	6,018.51	67,699.63
STANDARD LIFE ADDTNL	817.59	.00
TRANSWESTERN MEXICAN	139.50	.00
U.S. MEX DENTAL - EE &	472.19	.00
U.S. MEX DENTAL - EE &	184.77	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	614.88	.00
US & MEX HEALTH = C	6,383.91	.00
US & MEX HEALTH = FAMILY	8,513.60	.00
US & MEX HEALTH = S	6,347.28	.00
US & MEX HEALTH = SP	1,636.90	.00
VSP - VISION CHILDREN	230.01	.00
VSP - VISION FAMILY	390.32	.00
VSP - VISION SPOUSE	188.19	.00
Net	$551,562.45	

Mario A. Rodriguez

Digitally signed by: Mario A. Rodriguez
DN: CN = Mario A. Rodriguez email = mrodriguezg@sanluisaz.gov C = US O = City of San Luis OU = Finance Department
Date: 2025.06.18 12:31:32 -07'00'

Employer Taxes		Gross Base
MEDICARE	11,718.01	808,132.65
SOCIAL SECURITY TAX	50,104.26	808,132.65
SUTA/UNEMPLOYMENT	4,637.46	772,913.50
Total	$66,459.73	

Workers' Comp		Gross Base
Ambulance EMT Search &	3,570.53	75,168.48
ANIMAL CONTROL OFFICERS	80.97	3,598.54
ATTORNEY- ALL & CLERICAL-	70.77	32,170.17
AUTO SERVICE/ REPAIR	271.73	9,739.50
BUILDING- NOC OPER BY	1,067.65	29,493.53
BUS COMPANY AND DRIVERS	83.99	1,521.60
CLERICAL OFFICE/ LIBRARY/	445.88	185,795.36
Electrician	71.97	2,292.00
FIREFIGHTERS & DRIVERS	3,709.45	78,094.38
GARBAGE/ ASH/ REFUSE	751.74	12,027.79
Homemaker Service	44.05	1,923.35
Motion Picture Production	16.22	2,495.01
MUNICIPAL/ TOWN/	921.03	52,630.32
PARKS- NOC ALL EMPLOYEES	885.44	28,563.40
POLICE OFFICERS	7,919.93	166,736.29
RECREATION- ALL EMPLOYEES/	334.85	24,439.98
SEWAGE DISPOSAL/ PLANT	1,297.65	37,722.65
Street or Road Construction	3,019.38	34,194.48
WATERWORKS OPERATIONS	1,024.56	29,525.82
Total	$25,587.79	

Direct Deposits	Amount
1st Bank Yuma	44,850.95
ACADEMY BANK	2,964.14
Ally Bank	1,560.97
America First	1,649.78
AVENIR FINANCIAL	46,731.41
Bank of America	7,058.64
Bankcorp	200.00
CAPITAL ONE	2,400.60
Charles Sch	250.00
Chase Bank	258,947.07
CHASE BANK CA	2,377.56
CHASE BANK MORGAN	1,600.15
CHASE BANK TX	1,500.00

Pay Day Register

Pay Date Range 05/31/25 - 06/13/25
Pay Batch 202513

chase centro	2,018.02
discover	400.00
FF CREDIT UNION	2,279.44
FIDELITY	300.88
FIREFIGHTER FIRST CREDIT UNION	13,993.76
HUGHES FCU	1,091.59
MECHNICS BANK	247.17
National Bank	1,331.00
Navy Federal	30,205.61
NBKC Bank - Acorns	1,058.76
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	811.37
PATHWARD	1,465.64
SOFI BANK	2,935.24
Sunbank	2,260.75
THE FOOTHILLS BANK	697.46
USAA FEDERAL SAVING	1,248.14
VANTAGE WEST	2,102.85
WASHINGTON FEDERAL	1,273.12
Wells Fargo	100,836.74
WELLS FARGO ARKANSAS	1,748.58
WELLS FARGO CA	3,743.04
WELLS FARGO MN	874.26
WELLS FARGO YUMA	2,838.93
Total	$547,973.62
Check	$3,588.83

SCHEDULE A

City of San Luis

Payment Register

From Payment Date: 6/16/2025 - To Payment Date: 6/20/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112354	06/16/2025	Open			Accounts Payable	REYES BARRIOS, ERIK, ALAN	$360.00		
112355	06/16/2025	Open			Accounts Payable	VIZCARRA ACOSTA, ERNESTO, ALONSO	$540.00		
112356	06/18/2025	Open			Accounts Payable	FOP/ALC	$450.00		
112357	06/18/2025	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$505.00		
112358	06/18/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,027.58		
112359	06/18/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
112360	06/18/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$123.00		
112361	06/18/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,550.00		
112362	06/20/2025	Open			Accounts Payable	ADOT MVD	$0.80		
112363	06/20/2025	Open			Accounts Payable	AIRGAS USA LLC	$444.20		
112364	06/20/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$390.00		
112365	06/20/2025	Open			Accounts Payable	APC O/NENA ARIZONA CHAPTER	$750.00		
112366	06/20/2025	Open			Accounts Payable	APS	$50.00		
112367	06/20/2025	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	$6,824.73		
112368	06/20/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$1,672.15		
112369	06/20/2025	Open			Accounts Payable	CORE & MAIN LP	$8,888.06		
112370	06/20/2025	Open			Accounts Payable	D3 AUTOBODY	$3,062.48		
112371	06/20/2025	Open			Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC	$2,394.00		
112372	06/20/2025	Open			Accounts Payable	DOMINGUEZ, DANIEL	$70.00		
112373	06/20/2025	Open			Accounts Payable	DPE CONSTRUCTION, INC	$133,573.50		
112374	06/20/2025	Open			Accounts Payable	ESPARZA, ARMANDO	$91.00		
112375	06/20/2025	Open			Accounts Payable	FIGUEROA, DANAE	$360.15		
112376	06/20/2025	Open			Accounts Payable	FIRST LEGAL BUYER INC.	$8,704.50		
112377	06/20/2025	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	$265,013.26		
112378	06/20/2025	Open			Accounts Payable	HD SUPPLY, INC.	$188.87		
112379	06/20/2025	Open			Accounts Payable	HERRERA GARCIA, DANIELA	$28.52		
112380	06/20/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$3.66		
112381	06/20/2025	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	$469.97		
112382	06/20/2025	Open			Accounts Payable	JOUANNE DE ENCINAS, ROULA	$390.00		
112383	06/20/2025	Open			Accounts Payable	MAGALLANES, MIGUEL, ANGEL	$500.00		
112384	06/20/2025	Open			Accounts Payable	MAHON, AMANDA	$118.00		
112385	06/20/2025	Open			Accounts Payable	MALDONADO, JOSE, ANTONIO	$151.86		
112386	06/20/2025	Open			Accounts Payable	ORTEGA, KEYLA	$60.00		
112387	06/20/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	$8,588.37		
112388	06/20/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	$1,385.00		
112389	06/20/2025	Open			Accounts Payable	RAMIREZ, MIGUEL	$390.00		
112390	06/20/2025	Open			Accounts Payable	RODRIGUEZ, MARIO	$390.00		
112391	06/20/2025	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	$978.00		
112392	06/20/2025	Open			Accounts Payable	WAL-MART	$50.00		
112393	06/20/2025	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	$1,250.00		

SCHEDULE B

City of San Luis

Payment Register

From Payment Date: 6/16/2025 - To Payment Date: 6/20/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112394	06/20/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$3,857.63		
112395	06/20/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	$385.00		
112396	06/20/2025	Open			Accounts Payable	EMPIRE MACHINERY	$1,358.95		
112397	06/20/2025	Open			Accounts Payable	ERFERT, RICK	$245.01		
112398	06/20/2025	Open			Accounts Payable	FERGUSON WATERWORKS	$10,540.21		
112399	06/20/2025	Open			Accounts Payable	GILA ELECTRONIC	$384.08		
112400	06/20/2025	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	$86.41		
112401	06/20/2025	Open			Accounts Payable	HD SUPPLY, INC.	$690.73		
112402	06/20/2025	Open			Accounts Payable	J. HIGGINS, LTD. INC	$227.45		
112403	06/20/2025	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	$3,750.00		
112404	06/20/2025	Open			Accounts Payable	NOVA BIOMEDICAL CORPORATION	$576.00		
112405	06/20/2025	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	$1,831.43		
112406	06/20/2025	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$784.90		
112407	06/20/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	$400.00		
112408	06/20/2025	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$1,816.66		
112409	06/20/2025	Open			Accounts Payable	SOUTHWEST PLUMBING & AIR LLC	$67,240.50		
112410	06/20/2025	Open			Accounts Payable	SOUTHWEST TURF SUPPLY	$5,227.59		
112411	06/20/2025	Open			Accounts Payable	STRATTON HATS, INC	$403.09		
112412	06/20/2025	Open			Accounts Payable	TEK TIME SYSTEMS INC.	$941.75		
112413	06/20/2025	Open			Accounts Payable	VIZCARRA ACOSTA, ERNESTO, ALONSO	$600.00		
112414	06/20/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	$564.11		
112415	06/20/2025	Open			Accounts Payable	VERTOSOFT LLLC	$36,159.86		
Type Check Totals:					62 Transactions		$591,872.02		
EFT									
7756	06/20/2025	Open			Accounts Payable	AMBERLY'S PLACE	$3,750.00		
7757	06/20/2025	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$6,509.00		
7758	06/20/2025	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	$1,995.00		
7759	06/20/2025	Open			Accounts Payable	D & H ELECTRIC INC.	$240.84		
7760	06/20/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$218.25		
7761	06/20/2025	Open			Accounts Payable	DESERT WATER STORE INC	$386.87		
7762	06/20/2025	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	$90.00		
7763	06/20/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$405.00		
7764	06/20/2025	Open			Accounts Payable	FRUTH GROUP INC	$2,807.69		
7765	06/20/2025	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$100.00		
7766	06/20/2025	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$1,150.09		
7767	06/20/2025	Open			Accounts Payable	JSA COMPANY	$26,391.00		
7768	06/20/2025	Open			Accounts Payable	LOOMIS	$1,873.64		
7769	06/20/2025	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$2,200.00		
7770	06/20/2025	Open			Accounts Payable	POLAR COOLING LLC	$525.00		
7771	06/20/2025	Open			Accounts Payable	POLAR ICE LLC	$316.08		
7772	06/20/2025	Open			Accounts Payable	REPUBLIC SERVICES, INC.	$28,341.11		
7773	06/20/2025	Open			Accounts Payable	SEBIS DIRECT INC.	$1,104.54		
7774	06/20/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	$442.00		
7775	06/20/2025	Open			Accounts Payable	STRONG, CAMERON, T	$4,307.00		

City of San Luis

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7776	06/20/2025	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
7777	06/20/2025	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$60.00		
7778	06/20/2025	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$151.03		
7779	06/20/2025	Open			Accounts Payable	4 IMPRINT	$2,531.10		
7780	06/20/2025	Open			Accounts Payable	ALLKIOSK LLC	$1,085.07		
7781	06/20/2025	Open			Accounts Payable	AMERICAN HEART ASSOCIATION, INC.	$447.17		
7782	06/20/2025	Open			Accounts Payable	ASSA ABLOY ENTRANCE SYSTEM US INC.	$278.50		
7783	06/20/2025	Open			Accounts Payable	AXON ENTERPRISE, INC	$31,045.68		
7784	06/20/2025	Open			Accounts Payable	BORREGO BROTHERS, INC	$1,531.22		
7785	06/20/2025	Open			Accounts Payable	CDWG	$223.71		
7786	06/20/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$195.00		
7787	06/20/2025	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	$189.53		
7788	06/20/2025	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$2,520.00		
7789	06/20/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$38.00		
7790	06/20/2025	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$210.09		
7791	06/20/2025	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	$5,416.66		
7792	06/20/2025	Open			Accounts Payable	KTL&C, LLC.	$183.96		
7793	06/20/2025	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$96.14		
7794	06/20/2025	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	$16,420.00		
7795	06/20/2025	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$290.00		
7796	06/20/2025	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	$4,014.01		
7797	06/20/2025	Open			Accounts Payable	PLOTTER DOCTORS, LLC	$6,762.00		
7798	06/20/2025	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$416.08		
7799	06/20/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	$247.87		
7800	06/20/2025	Open			Accounts Payable	RUSH TRUCK CENTER	$658.81		
7801	06/20/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$464.73		
7802	06/20/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	$1,676.87		
7803	06/20/2025	Open			Accounts Payable	SPECTRUM BUSINESS	$813.44		
7804	06/20/2025	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	$3,425.97		
7805	06/20/2025	Open			Accounts Payable	YUMA NURSERY LLC	$3,433.33		
7806	06/20/2025	Open			Accounts Payable	YUMA SIGN MASTERS LLC	$439.07		
7807	06/20/2025	Open			Accounts Payable	YUMA WINNELSON CO.	$3,872.95		
Type EFT Totals:					52 Transactions		$172,458.89		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	$591,872.02	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	62	$591,872.02	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	$172,458.89	$0.00

City of San Luis

Payment Register

From Payment Date: 6/16/2025 - To Payment Date: 6/20/2025

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	
					Total	52		$172,458.89	$0.00	

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	114	$764,330.91	$0.00
		Reconciled	0	$0.00	$0.00
		Voided	0	$0.00	$0.00
		Stopped	0	$0.00	$0.00
		Total	114	$764,330.91	$0.00

Grand Totals:

	Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**62**	**$591,872.02**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**62**	**$591,872.02**	**$0.00**

	EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**52**	**$172,458.89**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Total	**52**	**$172,458.89**	**$0.00**

	All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**114**	**$764,330.91**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**114**	**$764,330.91**	**$0.00**

Karla Y Plascencia

Digitally signed by: Karla Y Plascencia
DN: CN = Karla Y Plascencia email = kplascencia@sanluisaz.gov C = AD
Date: 2025.07.02 09:07:33 -07'00'

City of San Luis

Payment Register

From Payment Date: 6/23/2025 - To Payment Date: 6/27/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112416	06/26/2025	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	$530.00		
112417	06/26/2025	Open			Accounts Payable	AGUIRRE, ADRIANA, A	$700.00		
112418	06/26/2025	Open			Accounts Payable	AIRGAS USA LLC	$4,409.28		
112419	06/26/2025	Open			Accounts Payable	APCO INTERNATIONAL INC.	$545.00		
112420	06/26/2025	Open			Accounts Payable	ARCTIC GLACIER USA INC	$201.15		
112421	06/26/2025	Open			Accounts Payable	AT&T MOBILITY LLC	$6,698.00		
112422	06/26/2025	Open			Accounts Payable	AVILA, FERNANDO	$91.00		
112423	06/26/2025	Open			Accounts Payable	BARCODES LLC	$4,435.48		
112424	06/26/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$2,493.99		
112425	06/26/2025	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	$1,276.70		
112426	06/26/2025	Open			Accounts Payable	CELENE JONES LLC	$800.00		
112427	06/26/2025	Open			Accounts Payable	CENTURYLINK	$70.76		
112428	06/26/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	$749.55		
112429	06/26/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	$1,463.70		
112430	06/26/2025	Open			Accounts Payable	DE LA HOYA, TADEO	$421.06		
112431	06/26/2025	Open			Accounts Payable	EMBROIDERY ORTEGA HARMONIOUS DESIGN LLC	$119.00		
112432	06/26/2025	Open			Accounts Payable	EMPIRE MACHINERY	$3,612.15		
112433	06/26/2025	Open			Accounts Payable	FACTOR SALES, INC.	$164.96		
112434	06/26/2025	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	$100.00		
112435	06/26/2025	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	$1,862.50		
112436	06/26/2025	Open			Accounts Payable	FKC CO., LTD	$304,460.10		
112437	06/26/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$2,887.07		
112438	06/26/2025	Open			Accounts Payable	JUVENTUS FC SAN LUIS	$500.00		
112439	06/26/2025	Open			Accounts Payable	KAISER FOUNDATION HEALTH PLAN	$12.51		
112440	06/26/2025	Open			Accounts Payable	LOWE'S HIW, INC.	$1,510.35		
112441	06/26/2025	Open			Accounts Payable	PAUL CONWAY SHIELDS	$562.50		
112442	06/26/2025	Open			Accounts Payable	PEREZ, HAZIEL	$91.00		
112443	06/26/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	$1,973.56		
112444	06/26/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	$610.00		
112445	06/26/2025	Open			Accounts Payable	RAPTOR PRODUCTS, INC	$883.06		
112446	06/26/2025	Open			Accounts Payable	ROSALES, ESTEBAN	$108.00		
112447	06/26/2025	Open			Accounts Payable	RUVALCABA, MARIA, JOSEFINA	$70.46		
112448	06/26/2025	Open			Accounts Payable	SERVIN, LIZETH	$108.00		
112449	06/26/2025	Open			Accounts Payable	SHUMS CODA ASSOCIATES, INC	$1,800.00		
112450	06/26/2025	Open			Accounts Payable	STATUS CREATIVO LLC	$184.30		
112451	06/26/2025	Open			Accounts Payable	TOM PONTON INDUSTRIES, INC.	$162.87		
112452	06/26/2025	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	$652.00		
112453	06/26/2025	Open			Accounts Payable	VARELA, MARIA, TERESA	$97.56		
112454	06/26/2025	Open			Accounts Payable	VARGAS, JAVIER	$108.00		
112455	06/26/2025	Open			Accounts Payable	W.W.GRAINGER, INC	$15.35		
112456	06/26/2025	Open			Accounts Payable	XEROX CORPORATION	$460.01		
112457	06/26/2025	Open			Accounts Payable	ZARAGOZA, JOSE	$91.00		

SCHEDULE C

Payment Register

From Payment Date: 6/23/2025 - To Payment Date: 6/27/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
112458	06/26/2025	Open			Accounts Payable	ZAVALA, NEREIDA	$81.44		
112459	06/26/2025	Open			Accounts Payable	HYDRO-DYNE ENGINEERING, INC.	$528,692.50		
112460	06/26/2025	Open			Accounts Payable	CARDENAS, ERNESTO	$91.00		
Type Check Totals:					45 Transactions		$876,956.92		
EFT									
7809	06/26/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	$7,066.05		
7810	06/26/2025	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$27,872.20		
7811	06/26/2025	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$469.48		
7812	06/26/2025	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	$623.00		
7813	06/26/2025	Open			Accounts Payable	ARIZONA STATE TREASURER	$27,277.83		
7814	06/26/2025	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$17,914.00		
7815	06/26/2025	Open			Accounts Payable	AUTOZONE STORES, INC	$4,413.73		
7816	06/26/2025	Open			Accounts Payable	BILL ALEXANDER FORD	$442.32		
7817	06/26/2025	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$376.19		
7818	06/26/2025	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$520.36		
7819	06/26/2025	Open			Accounts Payable	CMI INC.	$253.40		
7820	06/26/2025	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	$22,011.25		
7821	06/26/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$145.50		
7822	06/26/2025	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$1,680.00		
7823	06/26/2025	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$403.10		
7824	06/26/2025	Open			Accounts Payable	DESERT WATER STORE INC	$69.74		
7825	06/26/2025	Open			Accounts Payable	ESSARY, JOSEPH, AARON	$234.75		
7826	06/26/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$305.00		
7827	06/26/2025	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$1,455.00		
7828	06/26/2025	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$22,237.89		
7829	06/26/2025	Open			Accounts Payable	IMAGE TREND, INC	$1,850.00		
7830	06/26/2025	Open			Accounts Payable	JSA COMPANY	$75.00		
7831	06/26/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$666.22		
7832	06/26/2025	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$290.94		
7833	06/26/2025	Open			Accounts Payable	MAJCO LLC	$95.00		
7834	06/26/2025	Open			Accounts Payable	MENTORSOURCE TRAINING	$2,400.00		
7835	06/26/2025	Open			Accounts Payable	MONOPRICE INC.	$143.40		
7836	06/26/2025	Open			Accounts Payable	NAPA AUTO PARTS	$93.54		
7837	06/26/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	$2,780.70		
7838	06/26/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$6,067.24		
7839	06/26/2025	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	$1,750.00		
7840	06/26/2025	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$116,090.00		
7841	06/26/2025	Open			Accounts Payable	POLAR COOLING LLC	$417.50		
7842	06/26/2025	Open			Accounts Payable	POLAR ICE LLC	$188.21		
7843	06/26/2025	Open			Accounts Payable	PURCHASE POWER	$1,041.99		
7844	06/26/2025	Open			Accounts Payable	RUSH TRUCK CENTER	$452.16		
7845	06/26/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$1,180.00		
7846	06/26/2025	Open			Accounts Payable	SIMS MACKIN, LTD.	$425.00		

City of San Luis

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
7847	06/26/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	$864.71		
7848	06/26/2025	Open			Accounts Payable	SPECTRUM BUSINESS	$6,432.82		
7849	06/26/2025	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$451.70		
7850	06/26/2025	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	$100.79		
7851	06/26/2025	Open			Accounts Payable	ULINE, INC.	$2,107.85		
7852	06/26/2025	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	$4,489.66		
7853	06/26/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$75.42		
7854	06/26/2025	Open			Accounts Payable	YUMA NURSERY LLC	$1,814.82		
7855	06/26/2025	Open			Accounts Payable	YUMA SUN INC	$201.00		
7857	06/26/2025	Open			Accounts Payable	ESSARY, JOSEPH, AARON	$776.13		
7858	06/26/2025	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$12,680.00		
Type EFT Totals:					49 Transactions		$301,772.59		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	45	$876,956.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	45	$876,956.92	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	$301,772.59	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	49	$301,772.59	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$1,178,729.51	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

City of San Luis

Payment Register

From Payment Date: 6/23/2025 - To Payment Date: 6/27/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped	0	$0.00	$0.00	
					Total	94	$1,178,729.51	$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	45	$876,956.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	45	$876,956.92	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	$301,772.59	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	49	$301,772.59	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	$1,178,729.51	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	94	$1,178,729.51	$0.00

Karla Y Plascencia

Digitally signed by: Karla Y Plascencia
DN: CN = Karla Y Plascencia email = kplascencia@sanluisaz.gov C = AD
Date: 2025.07.02 09:06:55 -07'00'

AGENDA ITEM REVIEW FORM

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

Meeting Date: 07/09/2025

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

Submitted By: Nigel Reynoso, Chief of Police, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization for the purchase and installation of emergency equipment for six (6) 2025 Ford PI SUV vehicles, three (3) fully marked and three (3) unmarked, using the State of Arizona Department of Public Safety Local Border Support funds**(Damian Miller, Lieutenant)**

SUMMARY:

Purchase of Equipment to up-fit Vehicles

The City of San Luis Police Department is seeking approval for the purchase and installation of emergency equipment to upfit three (3) 2025 Ford PI SUV patrol vehicles and three (3) 2025 Ford PI SUV unmarked vehicles. The vehicles will be assigned to the Patrol Division and the Criminal Investigations Section to reassign or replace vehicles scheduled for decommissioning due to service age and/or high mileage. The equipment and upfit for the three (3) patrol vehicles will be provided and installed by Waltz Outfitting LLC using City of Chandler Contract #PD5-055-4859, which provides a cost reduction from the state dealership contract. The quote provided a bid in the amount of $104,133.87 for all three (3) vehicle upfits including tax. The equipment and upfit for the three (3) unmarked vehicles will be provided and installed by Arizona Emergency Products, also using the City of Chandler Contract #PD5-055-4859, which provides a cost reduction from the state dealership contract. The quote proved a bid in the amount of $58,362.62 for all three (3) vehicle upfits, including tax. The department has decided to use two vendors due to the number of vehicles requiring equipment and expedite the delivery time.

Total Purchase

Funds were budgeted for Fiscal Year 2025-2026. The total amount awarded ($956,478.50) was paid and issued to the COSL on 05/08/2025 from the Department of Public Safety Local Border Support grant. The total amount for equipment and upfit is $162,496.49 for all six (6) vehicle upfits, including tax.

San Luis City Code Purchasing

The equipping and marking of the vehicles comes under the San Luis City Code-Purchasing, Section 3.05.090 Cooperative Purchasing, since it is using the City of Chandler cooperative purchasing contract.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT FOR SIX (6) 2025 FORD PI SUV, USING WALTZ OUTFITTING AND ARIZONA EMERGENCY PRODUCTS, FOR A TOTAL AMOUNT NOT TO EXCEED $166,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$162,493.89
BUDGETED AMOUNT:	$162,493.89
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-Equipment/250-181-90000/$162,493.89

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

The expense will be made using account 250-181-90000. The total amount for the purchase and installation of emergency equipment to upfit all six (6) 2025 Ford PI SUV vehicles (three fully marked and three unmarked), will be $162,493.89. Funds were budgeted for Fiscal Year 2025-2026. The total amount awarded ($956,478.50) was paid and issued to the COSL on 05/08/2025.

Attachments

Waltz Outfitting Estimate #1141
Agreement between Waltz Outfitting and City of Chandler
AEP Quote
City of Chandler Contract with AEP

Waltz Outfitting LLC
449 South 48th St. #105
415 S 48th St. #111
Tempe, AZ 85281
(602) 502-0099
david@waltzof.com
waltzof.com

Estimate #1141

Created: 03/14/2025 at 11:39AM
Payment Term: Net 30
Service Writer: David White

San Luis PD
1030 Union Street
San Luis, AZ 85349
ebotello@sanluisaz.gov

2025 Ford Police Interceptor Utility Base

Customer Comments

City of Chandler Contract: PD5-055-4859

Customer Supplied Equipment:

Motorola APX 6500 Remote Head Radio Kit

760-870 MHz Antenna with Coax Cable / Part # HAF4013A

Coax Cables / Part # NMOKHFUD

TNC Male RG58 Connectors / Part # 031-2367-RFX

LTE Antenna / Part # BMLPVMB

Low Profile GPS Antenna / Part # GPS-NMO

Labor and Shop Supplies

Description	Price	QTY	HRS	Subtotal
Labor: EVT Certified Labor			65	$5,850.00
Part: Shop Supplies	$250.00	1		$250.00
Part: Shipping and Handling *Shipping and Handling*	$800.00	1		$800.00
	Estimated Tax (8.1%): $85.05			**Total: $6,985.05**

Lightbar

Description	Price	QTY	Disc	Subtotal
Part: SNDOFF-ENNLB0180E-482 *Part #: ENNLB0180E-482* *54"/137cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 25' LIN DSC TECHNOLOGY* */D24/|D12||D12||D12||T18||D12||D12||D12|\D24* */R_W/ |R_W||R_W||R_W||RBW||B_W||B_W||B_W| \B_W* *|D06|--GRT-||--GRT---||GRT||--GRT---|O-GRT--|D06|* *|R_W|--CLR-||--CLR---||CLR||--CLR---|O-CLR--|B_W|* *\D24\ |D12||D12||D12||T18||D12||D12||T18| /D24/* *\R_W\\|R_A||R_A||R_A||RBA||B_A||B_A||RBA|/B_W/* *Domes - Polycarb [D|12|6|12|P]* *Accessories - PNFLBSPLT1, AUTO-DIM* *Mount - Standard Fixed Height Mount (PNFLBK08)*	$4,999.00	1	40%	$2,999.40

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Lightbar

Hook - PNFLBF44

Fee: Tariff Surcharge	$89.98

Discount (40%): ($1,999.60) Estimated Tax (8.1%): $242.95 **Total: $3,332.33**

Front of Vehicle Lighting and Equipment

Description	Price	QTY	Disc	Subtotal
Part: STNA-BK1526ITU20 *Part #: BK1526ITU20* *Light Ready Push Bumper, SoundOff mPower x4, 2020+ PI-SUV*	$599.00	1	15%	$509.15
Part: SNDOFF-EMPS2STS5RBW *Part #: EMPS2STS5RBW* *mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White*	$280.00	6	40%	$1,008.00
Part: SNDOFF-ETSS100J5 *Part #: ETSS100J5* *100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt*	$465.00	2	40%	$558.00
Fee: Tariff Surcharge				$62.25

Discount (35.33%): ($1,133.85) Estimated Tax (8.1%): $168.09 **Total: $2,305.49**

Side of Vehicle Lighting

Description	Price	QTY	Disc	Subtotal
Part: SNDOFF-PMP2BKUMB8-D *Part #: PMP2BKUMB8-D* *Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Driver Side*	$53.00	1	40%	$31.80
Part: SNDOFF-PMP2BKUMB8-P *Part #: PMP2BKUMB8-P* *Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Passenger Side*	$53.00	1	40%	$31.80
Part: SNDOFF-EMPS2STS5RBW *Part #: EMPS2STS5RBW* *mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White*	$280.00	2	40%	$336.00
Fee: Tariff Surcharge				$11.99

Discount (40%): ($266.40) Estimated Tax (8.1%): $32.37 **Total: $443.96**

Rear of Vehicle Lighting

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Rear of Vehicle Lighting

Description	Price	QTY	Disc	Subtotal
Part: SNDOFF-PMP2RS101 *Rear Spoiler Bracket, 1 Module Kit, Black, for use with mpower® Fascia 4x2 Lights Stud Mount Light - Ford Utility 2020-2023*	$161.00	1	40%	$96.60
Part: SNDOFF-EMPSA05C3-8 *Part #: EMPSA05C3-8* *mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 36 LED, Tricolor - Red/Blue/White*	$402.00	1	40%	$241.20
Part: SNDOFF-EMPS1SLS4RBW *mpower® 3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White*	$250.00	2	40%	$300.00
Part: SNDOFF-ELUC3H010B *Part #: ELUC3H010B* *Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Single Color Blue*	$171.00	2	40%	$205.20
Part: SNDOFF-PLUCTCL1 *Part #: PLUCTCL1* *Replacement Collar Kit, includes 1 Collar, 2 Gaskets & Screws for the Twist-In UnderCover*	$7.00	2	40%	$8.40
Fee: Tariff Surcharge				$25.54
Discount (40%): ($567.60)	Estimated Tax (8.1%): $68.96			**Total: $945.90**

Officer Area Equipment

Prisoner Dome on Switch on center console - 3 position On-Door-Off

Idle Security on Switch on center console - 2 Position On-Off

Description	Price	QTY	Disc	Subtotal
Part: TROY-CC-20-UV10-L8 *Troy 2020+ Ford PIU 18" console, 10" slope - 8" level*	$601.00	1	20%	$480.80
Part: TROY-FP-BLNK1SW3 *Part #: FP-BLNK1SW3* *1" Faceplate with Three Switch Cutouts*		1		$0.00
Part: HAV-C-SW-B *Part #: C-SW-B* *Switch Blank*	$9.00	1	20%	$7.20
Part: TROY-FP-SO-500R *Part #: FP-SO-500R* *500 SERIES FACEPLATE*		1		$0.00
Part: TROY-FP-MXTL2500 *Part #: FP-MXTL2500* *XTL2500/5000/APX6500/8500 remote 05/07 radio (included with*		1		$0.00

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Officer Area Equipment				
console)				
Part: TROY-FP-USBC-2DC *Troy 2" face plate combo USB-C /USB port and (2) DC outlets*	$90.00	1	20%	$72.00
Part: TROY-FP-SGTRAY *Troy 4" face plate shallow tray with sloped floor; holds smartphone, keys, wallet, sunglasses, etc. 7.75" H.*	$50.00	1	20%	$40.00
Part: TROY-AC-INBHG *Troy 4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized.*	$64.00	1	20%	$51.20
Part: TROY-AC-MIC-Z-FPI *Troy Height adjustable, no-holes-drilled L-slot microphone clip plate assembly (radio mic)*	$33.00	2	20%	$52.80
Part: MMSU-1 *Part #: MMSU-1* *Magnetic Mic Clip*	$40.00	3	10%	$108.00
Part: TROY-AC-SIDEARM-6 *Part #: AC-SIDEARM-6* *6" x 2" leather arm pad on 5" tall L bracket. Bolts to console side or rear.*	$116.00	1	20%	$92.80
Part: TROY-CM-SDMT-SL-LED *Troy height adjustable side computer mount with slide arm and clevis for computer docking station*	$589.00	1	20%	$471.20
Part: HAV-DS-GTC-311-3 *Part #: DS-GTC-311-3* *Docking Station For Getac V110 Convertible Notebook With Triple Pass-Thru Antenna Connections*	$1,139.00	1	20%	$911.20
Part: HAV-DS-DA-413 *Part #: DS-DA-413* *Screen Support For DS-GTC-3X0 Series Docking Stations*	$87.00	1	20%	$69.60
Part: HAV-LPS-116 *Part #: LPS-116* *Power Supply for use with DS-GTC-210 Series, DS-GTC-310 Series, DS-GTC-410 Series, and DS-GTC-510 Series Docking Stations*	$248.00	1	20%	$198.40
Part: LPS-211 *Part #: LPS-211* *Havis: Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles - Mount a power supply or USB hub directly to your docking station or cradle with this versatile bracket - Compatible with LIND and Getac power supplies*	$43.00	1	20%	$34.40
Part: SNDOFF-ECVDMLTAL00 *Part #: ECVDMLTAL00* *obSERVE Dome Light - 6" Round, White and Red Night Light LEDs, White Lens* *List Price $137*	$144.00	1	40%	$86.40

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Officer Area Equipment

Part: TROY-KT-GM-SGL-SC6 *Part #: KT-GM-SGL-SC6* *Single weapon mount w/SC6 lock and brackets*	$455.00	1	20%	$364.00
Part: TROY-L3-AP1SET *Part #: L3-AP1SET* *12 Volt DC power outlet plug w/black captured cap*	$15.00	1		$15.00
Part: KUSTOMSIG-3003 *Part #: 3003* *Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed* *Sensing, QuikTrak, and eFork*	$3,381.00	1		$3,381.00
Part: KUSTOMSIG-3014 *Part #: 3014* *Eagle 3 Insulated Heat Shield Kit p/n 050-0036-00*	$48.75	1		$48.75
Fee: Tariff Surcharge				$194.54

Discount (10.75%): ($781.00) Estimated Tax (8.1%): $525.26 **Total: $7,204.55**

Prisoner Area Equipment

Description	Price	QTY	Disc	Subtotal
Part: STNA-PK1126ITU20TM *Part #: PK1126ITU20TM* *"#10XL C Horizontal Sliding Window* *Coated Polycarbonate* *With Expanded Metal Window Security Screen* *XL Panel Partition TM (Tall Man)"*	$1,119.00	1	15%	$951.15
Part: STNA-WK0514ITU20 *Part #: WK0514ITU20* *"Window Barrier VS* *Steel Vertical"*	$329.00	1	15%	$279.65
Part: TROY-AC-UV20-D-PLT *Troy 2020+ Ford PIU driver and passenger side door handle cover set*	$58.00	1	20%	$46.40
Part: STNA-QK0566ITU25 *Part #: QK0566ITU25* *"Full REPLACEMENT Transport Seat* *TPO Plastic* *With Center Pull Seat Belts* **INCLUDES REQUIRED:* *-#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition*	$1,649.00	1	15%	$1,401.65
Part: SNDOFF-ECVDMLTST4 *Part #: ECVDMLTST4* *Dome Light - Rectangular*	$56.00	1	15%	$47.60
Fee: Tariff Surcharge				$81.79

Discount (15.09%): ($484.55) Estimated Tax (8.1%): $220.84 **Total: $3,029.08**

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Rear Cargo Equipment

Rear done on switch - On-Off-On

Description	Price	QTY	Disc	Subtotal
Part: INV-ES-FF-ET-PIU20 *Part #: INV-ES-FF-ET-PIU20* *ELECTRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, PIU 2020+, POLY COATED*	$1,332.39	1	30%	$932.67
Part: INV-ES-ORG-FB-PIU20 *Part #: INV-ES-ORG-FB-PIU20* *ELECTRONIC STORAGE, ACCESSORY, ORGANIZER, DUAL FLARE BOX, PIU 2020+, POLY COATED*	$543.52	1	20%	$434.82
Part: INV-ES-ORG-FBLD-PIU20 *Part #: INV-ES-ORG-FBLD-PIU20* *ELECTRONIC STORAGE, ACCESSORY, ORGANIZER LID, DUAL FLARE BOX, INCLUDING HINGE, STICKER, AND EXPANDED METAL, POLY COATED PIU 2020+*	$175.23	1	20%	$140.18
Part: INV-ES-FF-ET-BIRCH-P *Part #: INV-ES-FF-ET-BIRCH-P* *ELECTRONIC STORAGE, ACCESSORY, FALSE FLOOR, ELECTRONIC TRAY, "BIRCH BOARD ONLY" INSERT, 35"W X 21"D, FITS ALL FALSE FLOORS, POLY SPRAY FINISH ON TOP SIDE ONLY*	$93.19	1	20%	$74.55
Part: INV-BOX-SD-382110-S *Part #: INV-BOX-SD-382110-S* *BOX, SINGLE DRAWER, 38" W X 21" D X 10" H, INCLUDES ELECTRONIC SLAM LATCH, DUAL PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED*	$1,760.51	1	30%	$1,232.36
Part: INV-BOX-ACC-SLIDE-3821 *Part #: INV-BOX-ACC-SLIDE-3821* *BOX, ACCESSORY, TOP SLIDE OUT. TO FIT ON TOP OF INV-BOX-SD-3821 BOXES. UTILIZES LASER CUT FRAME, BRACKETS, LOCKING SLIDES, AND PULL HANDLES. POLY COATED FOR DURABILITY.*	$930.09	1	30%	$651.06
Part: SNDOFF-EBSDL0002-D *obSERVE+ Dome Light - 3"*	$125.00	1	40%	$75.00
Fee: Tariff Surcharge				$106.22
Discount (28.62%): ($1,419.29)	Estimated Tax (8.1%): $286.79			**Total: $3,933.65**

Wiring Harness and Electronics

Description	Price	QTY	Disc	Subtotal
Part: 911C-CH27.1.20 *Part #: CH27.1.20* *CH27 w/ single Stage Timer and 20' Harness* *List Price $1215*	$1,215.00	1	30%	$850.50

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Wiring Harness and Electronics

Part: SNDOFF-ENGSA5200RSR *Part #: ENGSA5200RSR* *bluePRINT® 500 Series Remote Control System with Knob Control, 10-16v - 200 watt dual-tone*	$1,934.00	1	40%	$1,160.40
Part: SNDOFF-ENGLMK013 *Part #: ENGLMK013* *bluePRINT Link Micro Kit, PI-SUV / F-150 / Super Duty*	$631.00	1	40%	$378.60
Part: SNDOFF-ENGCP15001 *bluePRINT® Handheld Control Panel - 15 Programmable Buttons, ECE R10 Certified*	$369.00	1	40%	$221.40
Part: SNDOFF-ENGSYMD01 *Part #: ENGSYMD01* *bluePRINT Sync® Module, includes GPS Antenna, ECE R10 Certified*	$518.00	1	40%	$310.80
Part: SNDOFF-ENGND04102 *Part #: ENGND04102* *bluePRINT® Remote Node*	$383.00	2	40%	$459.60
Fee: Tariff Surcharge				$101.44

Discount (37.76%): ($2,051.70) Estimated Tax (8.1%): $273.89 **Total: $3,756.63**

Spot Light Alternative

Waltz Recommends NOT drilling a Unity Spotlight. This is an alternative. This is SoundOff Signal new Spot light which is remote controlled and can be programmed into the build as well.

Description	Price	QTY	Disc	Subtotal
Part: SNDOFF-PWLBK001 *Part #: PWLBK001* *Golight® SL Bracket, Driver Side Mount on Ford PI Utility*	$131.00	1	40%	$78.60
Part: SNDOFF-EWL9111SL *Golight® SL Remote Control Spotlight, Driver Side, Dash Control included*	$1,640.00	1	40%	$984.00
Part: SNDOFF-PWLHN004 *Part #: PWLHN004* *Golight® SL Dash Control Harness, use with bluePRINT® 500 Series Siren*	$21.00	1	40%	$12.60
Fee: Tariff Surcharge				$32.26

Discount (40%): ($716.80) Estimated Tax (8.1%): $87.09 **Total: $1,194.55**

Graphics

Description	Price	QTY	Subtotal
Part: RVSG-SLPD-Materials-PIU *Part #: RVSG-SLPD-MATERIALS-PIU* *Digitally printed 3M IJ680CR-10 reflective with 3M 8518 gloss laminate*	$552.05	1	$552.05
Part: RVSG-SLPD-Labor-PIU *Part #: RVSG-SLPD-LABOR-PIU*	$363.40	1	$363.40

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Graphics			
Labor			
		Estimated Tax (8.1%): $74.15	**Total: $989.60**

Tint			
Window Tinting / Front Doors 35% Rear Doors and Window 5%			
Description	**Price**	**QTY**	**Subtotal**
Part: VT-SUV	$546.25	1	$546.25
		Estimated Tax (8.1%): $44.25	**Total: $590.50**

Estimate and Authorization Agreement

The estimates provided represent an approximation of the timing and charges for the outfitting services requested. These estimates are based on the anticipated scope of work and equipment required. However, unforeseen challenges or changes in project requirements may result in deviations from the original quote. By approving this estimate, you authorize the outfitting work described to proceed, including procurement of necessary components, and grant permission for the vehicle to be operated for on-road testing, calibration, or inspection purposes as needed.

If additional modifications or repairs are required during the course of the project, a revised work order will be provided detailing the costs of additional parts, labor, and the total updated project cost. Unless otherwise specified, all parts and equipment installed are new.

Labor	$5,850.00
Parts	$35,466.38
Subtotal	$41,316.38
Discount	$9,420.79
Fees	$706.01
Tax	$2,109.69
Grand Total	**$34,711.29**
Paid to Date	($0.00)
REMAINING BALANCE	**$34,711.29**

Policies and Warranties

Deposits for outfitting projects are non-refundable.

No returns or refunds will be accepted for custom or special-ordered items, including specialized emergency equipment, or electrical components.
Warranty coverage does not apply to customer-supplied equipment or used components provided by the customer.
New and procured equipment is subject to manufacturer warranty.
Waltz Outfitting labor holds a lifetime warranty.

Approval for Additional Work
Should the cost of required modifications or repairs exceed the authorized estimate, your approval will be obtained before proceeding. We are committed to keeping you informed throughout the upfitting process and will only perform work authorized by you.

Thank you for choosing us as your trusted partner for emergency vehicle upfitting.

Disclaimer:

All pricing provided in this quote is based on current market conditions and tariff regulations as of the date of issuance. Due to the potential for changes in tariffs, trade policies, or government-imposed duties, quoted prices are subject to change without prior notice. Any adjustments resulting from such changes may affect the final pricing on open or pending quotes. We reserve the right to revise prices accordingly should these external factors impact material or product costs.

Signature _____

Docusign Envelope ID: B6CB4415-94CC-44C1-AF6C-0808B8E860E8

City Clerk Document No. A-2025-512

City Council Meeting Date: January 23, 2025

CITY OF CHANDLER SERVICES AGREEMENT
POLICE VEHICLE UPFITTING
CITY OF CHANDLER AGREEMENT NO.PD5-055-4859

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Waltz Outfitting LLC, an Arizona Limited liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made January 24, 2025 (Effective Date).

RECITALS

A. City proposes to provide police vehicle upfitting as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

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terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one-year, and begins on February 1, 2025, and ends on January 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under all Agreements must not exceed $1,211,280.00. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

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remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

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immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents,

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representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: David White
Title: Warehouse & Supply Program Manager	Title: General Manager
Address: 975 E. Armstrong Way, Bldg. I.	Address: 449 S. 48th St. STE 105
Chandler, AZ 85286	Tempe, AZ 85281
Phone: 480-782-2416	Phone: 602-502-0099
Email: Juan.Martinez@Chandleraz.gov	Email: david@waltzof.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

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administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

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5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

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accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	FOR THE CONTRACTOR
By: Kevin Hartke	By: David White
Its: Mayor	Its: Partner and General Manager

APPROVED AS TO FORM:

By: Daniel L Brown for
City Attorney

JMB

ATTEST:

By: Dana R. DiLong
City Clerk

CITY OF CHANDLER CORPORATE SEAL ARIZONA

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

General

The Contractor shall provide upfitting of Police vehicles. The list below includes the known vehicles to be upfitted in FY 24/25. Other emergency and non-emergency vehicles may be added through the term of the contract.

Police Patrol (PIU, Tahoe & Ford F150 Responder, Dodge Durango & Chevy Silverado)
K-9 & DUI (Tahoe)
Police Aides (F-150, SUV's & Tahoe's)
Volunteers (F-150 & SUV's)
CIB & OSB (Sedans & SUV's)
Watch Commander (Explorers)
VCU (2 pickups and 2 Explorers)
Low Acuity Response Vehicle - Fire
Chief Office Staff Vehicles Explorers – Fire
Crisis Response – Full Size Transit Van & PIU - Fire

Equipment

Equipment must be designed to perform and have the ability to function in a severe heat and metropolitan environment. All fittings, fasteners, bolts, wiring and miscellaneous hardware shall be properly designed and engineered for the specifications indicated. All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.

Mounting Locations

All mounting locations shall be consistent to produce a pleasing appearance and not interfere with the function or serviceability of the vehicle. Ergonomically, no equipment shall encroach or obstruct the driver's space. All mounting locations shall be approved by the City of Phoenix. A complete demonstration unit of each vehicle type shall be used for this approval. The demonstration unit shall be the first unit supplied to the Contractor for the scheduled build. The scheduled build shall consist of the number of units identified on a single purchase order. All mounting hardware will be installed in such a way as to eliminate sharp edges as per OSHA standards. There shall be no sharp edges from hardware, console edges inside and outside. Zip-ties shall be flush cut. Contractor shall use nuts and bolts only; no TEK screws.

Wiring

All wiring passing through metal shall be protected by a rubber grommet. All wiring shall be sized to amperage draw of the lights and accessories. All connectors shall be soldered and crimped. Heat shrink shall be used on all splices, over the solder and crimp connection. All wiring shall be concealed behind the body panels/faring. A complete wiring diagram shall be delivered with the first delivery of each Bid Item

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for each model year. No payment will be made to the Contractor until a complete wiring diagram is received by Fleet Services Division, Fleet Control Section.

Vehicle Delivery

Contractor shall deliver all completed vehicles to the City of Chandler, Fleet Services Division, located at 975 East Armstrong Way. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. To schedule delivery contact fleet services staff twenty-four (24) hours prior to delivery. The City will deliver vehicles to the contractor or have them shipped to contractor from the dealer. Contractor will be required to notify the City of any damage to vehicles within 24 hours of receipt

Completion time

Contractor shall build a completion schedule and send it to the City based on each vehicle build. City will send contractor a Purchase Order for each build. Contractor shall notify City if any changes to schedule need to be made within 24 hours of knowledge of changes. Contractor shall provide status of vehicle when requested by City.

Liquidated Damages

The Contractor fails to deliver the supplies or perform the services within the time specified in its agreement the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $20.00 per vehicle. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Manufacturer	Discount % from Current Manufacturers List	Price list Publication Date
Troy	20%	6/19/2024
Soundoff	40%	1/6/25
Motorolla	N/A	N/A
Streamlight	10%	2023
Pro Guard	20%	Jan 2025
CCI	N/A	N/A
Havis	20%	10/31/2024
Tomar	10%	Current-Internet
Sho-Me	5%	Current
Amer.Alum	15%	Current
Ray Allen	N/A	N/A
Brother	10%	Current
Panaroma	15%	Current
Setina	15%	August 2024
Whyle	N/A	N/A
Samlex	N/A	N/A
911 Circuits	30%	Current
911 Signal	N/A	N/A
Jotto	N/A	N/A
Code 3	30%	Current
Tufloc	N/A	N/A
Whelen	35%	Dec 19 2024
Highway Products	0%	Current
Federal Signal	20%	Current
PTS (prisoner transport systems)	20%	6/19/2024
Go-Rhino	N/A	N/A
Westin	25%	Current - Internet
Gamber Johnson	20%	Current
Vigilant Solutions	N/A	N/A
Feniex	N/A	N/A
Trademark	N/A	N/A
Minimum Discount for items not on list	5%	N/A
Maximum mark up on subcontractors	15%	N/A
B & B Enterprises	10%	N/A
Labor Hourly Rate:	$90	

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

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and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three

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years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P.O. Box 3720
San Luis, AZ 85349

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 PI-SUV / Undercover Upfit / C(		SAN10606	BPY	May 30, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	2 Black / 1 White	City of Chandler Contract PD5-055-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		POC: Lt. Botello / 928-341-2420 ext 2242 / San Luis PD			
		POC: Michelle Boucher / 928-341-2420 ext 2209 / San Luis PD			
		** Whelen CORE Lighting and Siren with 911 **			
3.00	LBAR03639 / INNER-EDGE-BUNDLE	Inner Edge DUO Front and Rear CORE Bundle Whelen Special AZ CORE Bundle Package Pricing	2,901.1500	Y	8,703.45
3.00	SIRE00580 / C399	Whelen Cencom Core WeCanX Siren Amp Included with Whelen Special CORE Bundle Package Pricing	0.0000	N	0.00
3.00	SIRE00607 / CCTL5	Hand Held Combination Microphone and Light / Siren Controler Included with Whelen Special CORE Bundle Package Pricing	0.0000	N	0.00
3.00	VACC03262 / C399SP	Scanport Plug Core Contrlr, Contr Head and OBDII Connectio Included with Whelen Special CORE Bundle Package Pricing	0.0000	N	0.00
6.00	VACC02449 / CEM16	16 Output, 4 Imput WeCanX Expansion Module Whelen Special AZ CORE Bundle Package Pricing	197.1000	Y	1,182.60
6.00	VACC03189 / COREHEXP16L	14 Foot Expansion Harness Wire Kit for the CEM16	132.6000	Y	795.60

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Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	2 Black / 1 White	City of Chandler Contract PD5-055-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Not on contract / Open market price / MSRP $146.00			
3.00	INST05842 / WCXJB12	WeCanX Junction Box, 12 WeCanX Data Connection Points Contract price of 30% off Whelen MSRP of $164.00	114.8000	Y	344.40
3.00	VACC02426 / CV2V	CORE Vehicle to Vehicle Sync Module Whelen Special AZ CORE Bundle Package Pricing	249.7500	Y	749.25
6.00	LEDS04577 / TMT0JC	ION T-Series Mini TRIO LED Light Head Stud Mount / R-B-W Whelen Special AZ CORE Bundle Package Pricing	114.7500	Y	688.50
3.00	LEDS04230 / VTX9D	Vertex LED hideaway lighthead, DUO Red/White Whelen Special AZ CORE Bundle Package Pricing	85.0500	Y	255.15
3.00	LEDS04231 / VTX9E	Vertex LED hideaway lighthead, DUO Blue/ White Whelen Special AZ CORE Bundle Package Pricing	85.0500	Y	255.15
6.00	VACC02395 / VTXADAPT	Twist-In Adapter for use with Ford Factory Prep Option Contract price of 30% off Whelen MSRP of $16.00	11.2000	Y	67.20
6.00	LEDS04566 / TSS0JC	ION T-Series TRIO LED Light Head / Red - Blue - White Whelen Special AZ CORE Bundle Package Pricing	124.2000	Y	745.20
6.00	BKRT00381 / KDB45TION	45* Degree T-ION Wedge Not on contract / Open market price	16.1000	Y	96.60
6.00	LEDS04566 / TSS0JC	ION T-Series TRIO LED Light Head / Red - Blue - White	124.2000	Y	745.20

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Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	2 Black / 1 White	City of Chandler Contract PD5-055-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Whelen Special AZ CORE Bundle Package Pricing			
6.00	BKRT00031 / TIONBKT1	Universal L Mounting Bracket for One TLI Light Head Contract price of 30% off Whelen MSRP of $20.00	14.0000	Y	84.00
6.00	LEDS04578 / TMS0J	ION T-Series Mini DUO LED Light Head / Red - Blue Whelen Special AZ CORE Bundle Package Pricing	101.2500	Y	607.50
6.00	LEDS00392 / VTX609B	Vertex LED hideaway lighthead, SOLO Blue PL-2014-01-01 Whelen Special AZ CORE Bundle Package Pricing	85.0500	Y	510.30
6.00	VACC02395 / VTXADAPT	Twist-In Adapter for use with Ford Factory Prep Option Contract price of 30% off Whelen MSRP of $16.00	11.2000	Y	67.20
6.00	SPEA00062 / SA315P	100 Watt Siren Speaker, Black Nylon Composite PL-2014-01-01 Whelen Special AZ CORE Bundle Package Pricing	210.6000	Y	1,263.60
3.00	BKRT00357 / SAK75D	Siren Speaker Bracket for a 2025 + PI-SUV DS Lower Grille Included with Whelen Special CORE Bundle Package Pricing	0.0000	N	0.00
3.00	BKRT00358 / SAK75P	Siren Speaker Bracket for a 2025 + PI-SUV PS Lower Grille Included with Whelen Special CORE Bundle Package Pricing	0.0000	N	0.00

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2025 PI-SUV / Undercover Upfit / C(		SAN10606	BPY	May 30, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	2 Black / 1 White	City of Chandler Contract PD5-055-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	INST05526 / Parts	20+ PI-SUV Deluxe Replacmnet Center Console with Cup Holder Not on contract / Open market price	364.4300	Y	1,093.29
3.00	INST05526 / Parts	Steel Accessory Phone / Sunglass Tray for Console Not on contract / Open market price	51.3000	Y	153.90
6.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP Not on contract / Open market price / MSRP $39.99	34.9900	Y	209.94
3.00	VACC02086 / PKG-PSM-3006	Premium Pedestal Mount Package For 2020+ PI-SUV Contract price of 22% off Havis MSRP of $865.00	674.7000	Y	2,024.10
3.00	COMP02097 / DS-GTC-311-3	Getac V110 Notebook Docking Station, Triple Pass-Thru Ant Contract price of 22% off Havis MSRP of $1,174.00	915.7200	Y	2,747.16
3.00	COMP02098 / DS-DA-413	Screen Support For a Getac V110 Notebook Contract price of 22% off Havis MSRP of $96.00	74.8800	Y	224.64
3.00	VACC01438 / LPS-116	Power Supply for use with Getac V110 Notebook Contract price of 22% off Havis MSRP of $258.00	201.2400	Y	603.72
3.00	COMP01769 / LPS-211	Bracket to Mount Power Supply to Docking Station Contract price of 22% off Havis MSRP of $45.00	35.1000	Y	105.30
3.00	DOME00005 / ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light	72.0000	Y	216.00

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Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	2 Black / 1 White	City of Chandler Contract PD5-055-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Contract price of 50% off Sound Off MSRP of $144.00			
3.00	STOR01053 / INV-ES-FF-ET-PIU20	Electronic Storgae, False Floor, Electronics Tray, 2020+ PIU Not on contract / Open market price / MSRP $1,332.39	942.8300	Y	2,828.49
3.00	STOR01054 / INV-ES-ORG-FB-PIU	Electronic Storgae, Accessory, Organizer, Dual Flare Box Not on contract / Open market price / MSRP $543.52	418.2400	Y	1,254.72
3.00	STOR01055 / INV-ES-ORG-FBLD-PIU	Dual Flare Box Hinged Cover with Expanded Metal Floor Not on contract / Open market price / MSRP $175.23	134.8500	Y	404.55
3.00	STOR01124 / INV-ES-FF-ET-BIRCH-P	Coated Birch Board Removable Electronics Mounting Floor Not on contract / Open market price / MSRP $93.19	71.7100	Y	215.13
3.00	STOR01260 / INV-BOX-SD-382110-S	Single Drawer Cargo Box 38" W x 21" D x 10" H Not on contract / Open market price / MSRP $1,760.51	1,354.7200	Y	4,064.16
3.00	STOR01261 / INV-BOX-ACC-SLIDE-38	Slide Out Tray For Mouinting On Top Of INV-BOX-SD-3821 Boxes Not on contract / Open market price / MSRP $930.09	715.7200	Y	2,147.16
6.00	LEDS02122 / 3SRCCDCR	3" Round LED Compartment Light. Red - White PL-2014-01-01 Whelen Special AZ CORE Bundle Package Pricing	62.1000	Y	372.60

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Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	2 Black / 1 White	City of Chandler Contract PD5-055-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	VACC03425 / B001TQMU5C	SPDT Automotive Round Rocker Switch Center Off - Black Not on contract / Open market price	14.9900	Y	44.97
3.00	ANTE01138 / GPSB5G	Sharkee Multi-Function Antenna, Cell/ WiFi/ GPS + Whip Contract price of 10% off Panorama MSRP of $187.19	168.4700	Y	505.41
3.00	ANTE00790 / AFM-835	Antenna Whip (Sharkee) 762-870 MHZ, ¼ Wave Contract price of 10% off Panorama MSRP of $16.26	14.6300	Y	43.89
3.00	ANTE00782 / C23F-5M	Radio Antenna Extension Cable, 16', Mini-UHF (MPL) Contract price of 10% off Panorama MSRP of $18.14	16.3300	Y	48.99
3.00	ANTE00785 / C29SP-5SJ	Cellular Antenna Extension Cable, 16', SMA Contract price of 10% off Panorama MSRP of $22.69	20.4200	Y	61.26
3.00	ANTE00814 / C32SP-5SP	WiFi Antenna Extension Cable, 16', SMA Contract price of 10% off Panorama MSRP of $28.84	25.9600	Y	77.88
3.00	ANTE00974 / C23FP-5SP	GPS Antenna Extension Cable, 16', SMA Contract price of 10% off Panorama MSRP of $18.14	16.3300	Y	48.99
3.00	TINT90001 / Window Tint	Window Tinting / Front Doors 35% Rear Doors and Window 5% Not on contract / Open market price	225.0000	N	675.00

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Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 PI-SUV / Undercover Upfit / C(		SAN10606	BPY	May 30, 2025		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	2 Black / 1 White	City of Chandler Contract PD5-055-4859

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
3.00	VACC02663 / CH27.1.20	Ch27 Harness, master circuit breaker 20' Output & Timer Better than contract price of 0% off 911 Circuits MSRP of $1,215.00	931.5000	Y	2,794.50
3.00	VACC03214 / MB-U27-NT	Universal No Tab Mounting Bracket Kit for the Ch27 Included with the price of the 911 Wire Harness	0.0000	N	0.00
3.00	VACC02658 / COREHBASE	CORE Output Harness Kit Not on contract / Open market price / MSRP $240.00	237.5000	Y	712.50
3.00	INST05440 / AEP-Misc	Shop Supplies	75.0000	Y	225.00
135.00	LABO90001 / AEP INSTALL	Labor Charges to Install All Above Emergency Equipment EVT-Certified Technician Labor Labor Adjustment from 55 hours to 45 hours for 911 system	95.0000	N	12,825.00
		Shipping		N	1,000.00
		*** Customer Supplied Equipment ***			

Thank you for the opportunity to earn your business

Terms & Conditions:

- **ESTIMATES VALID FOR 30 DAYS**
- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling $10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	**41,064.15**
Labor / Services	**12,825.00**
Trans / Trip / Fee	**0.00**
Shipping	**1,000.00**
Order Discount	**0.00**
Subtotal	**54,889.15**
Total sales tax	**3,473.47**
Total order	**58,362.62**

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: January 23, 2025

CITY OF CHANDLER SERVICES AGREEMENT
POLICE VEHICLE UPFITTING
CITY OF CHANDLER AGREEMENT NO.PD5-055-4859

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and American Emergency Products, an Arizona C-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made January 24, 2025 (Effective Date).

RECITALS

A. City proposes to provide police vehicle upfitting as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one-year, and begins on February 1, 2025, and ends on January 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under all Agreements must not exceed $1,211,280.00. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by

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the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work

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specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must

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maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: Dion Begay
Title: Warehouse & Supply Program Manager	Title: Operations Manager
Address: 975 E. Armstrong Way, Bldg. I.	Address: 3433 E. Wood St.
Chandler, AZ 85286	Phoenix, AZ 85040
Phone: 480-782-2416	Phone: 602-453-9111
Email: Juan.Martinez@Chandleraz.gov	Email: dion.begay@aep-na.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

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administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

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accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: Kevin Hartke

Its: Mayor

FOR THE CONTRACTOR

By: [signature]

Its: Operations Manager

APPROVED AS TO FORM:

By: Daniel L Brown for
City Attorney

TMO

ATTEST:

By: Dana R. DiLong
City Clerk

CITY OF CHANDLER CORPORATE SEAL ARIZONA

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

General

The Contractor shall provide upfitting of Police vehicles. The list below includes the known vehicles to be upfitted in FY 24/25. Other emergency and non-emergency vehicles may be added through the term of the contract.

Police Patrol (PIU, Tahoe & Ford F150 Responder, Dodge Durango & Chevy Silverado)
K-9 & DUI (Tahoe)
Police Aides (F-150, SUV's & Tahoe's)
Volunteers (F-150 & SUV's)
CIB & OSB (Sedans & SUV's)
Watch Commander (Explorers)
VCU (2 pickups and 2 Explorers)
Low Acuity Response Vehicle - Fire
Chief Office Staff Vehicles Explorers – Fire
Crisis Response – Full Size Transit Van & PIU - Fire

Equipment

Equipment must be designed to perform and have the ability to function in a severe heat and metropolitan environment. All fittings, fasteners, bolts, wiring and miscellaneous hardware shall be properly designed and engineered for the specifications indicated. All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.

Mounting Locations

All mounting locations shall be consistent to produce a pleasing appearance and not interfere with the function or serviceability of the vehicle. Ergonomically, no equipment shall encroach or obstruct the driver's space. All mounting locations shall be approved by the City of Phoenix. A complete demonstration unit of each vehicle type shall be used for this approval. The demonstration unit shall be the first unit supplied to the Contractor for the scheduled build. The scheduled build shall consist of the number of units identified on a single purchase order. All mounting hardware will be installed in such a way as to eliminate sharp edges as per OSHA standards. There shall be no sharp edges from hardware, console edges inside and outside. Zip-ties shall be flush cut. Contractor shall use nuts and bolts only; no TEK screws.

Wiring

All wiring passing through metal shall be protected by a rubber grommet. All wiring shall be sized to amperage draw of the lights and accessories. All connectors shall be soldered and crimped. Heat shrink shall be used on all splices, over the solder and crimp connection. All wiring shall be concealed behind the body panels/faring. A complete wiring diagram shall be delivered with the first delivery of each Bid Item

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for each model year. No payment will be made to the Contractor until a complete wiring diagram is received by Fleet Services Division, Fleet Control Section.

Vehicle Delivery

Contractor shall deliver all completed vehicles to the City of Chandler, Fleet Services Division, located at 975 East Armstrong Way. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. To schedule delivery contact fleet services staff twenty-four (24) hours prior to delivery. The City will deliver vehicles to the contractor or have them shipped to contractor from the dealer. Contractor will be required to notify the City of any damage to vehicles within 24 hours of receipt

Completion time

Contractor shall build a completion schedule and send it to the City based on each vehicle build. City will send contractor a Purchase Order for each build. Contractor shall notify City if any changes to schedule need to be made within 24 hours of knowledge of changes. Contractor shall provide status of vehicle when requested by City.

Liquidated Damages

The Contractor fails to deliver the supplies or perform the services within the time specified in its agreement the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $20.00 per vehicle. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Manufacturer	Discount % from Current Manufacturers List	Price list Publication Date
Troy	30%	Current
Soundoff	50%	Current
Motorolla	0%	Current
Streamlight	10%	Current
Pro Guard	20%	Current
CCI	N/A	N/A
Havis	22%	Current
Tomar	20%	Current
Sho-Me	10%	Current
Amer.Alum	10%	Current
Ray Allen	0%	Current
Brother	0%	Current
Panaroma	10%	Current
Setina	10%	Current
Whyle	N/A	N/A
Samlex	0%	Current
911 Circuits	0%	Current
911 Signal	N/A	N/A
Jotto	25%	Current
Code 3	30%	Current
Tufloc	0%	Current
Whelen	30%	Current
Highway Products	0%	Current
Federal Signal	30%	Current
PTS (prisoner transport systems)	30%	Current
Go-Rhino	20%	Current
Westin	Toolboxes 12%, Bumpers 25% Winches 0%, Hint Mounts 20%	Current
Gamber Johnson	30%	Current
Vigilant Solutions	0%	Current
Feniex	10%	Current
Trademark	0%	Current
Minimum Discount for items not on list	0%	Current
Maximum mark up on subcontractors	20%	Current
B & B Enterprises	15%	Current
Labor Hourly Rate:	$105.00	

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three

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years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

AGENDA ITEM REVIEW FORM

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

Meeting Date: 07/09/2025

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

Submitted By: Nigel Reynoso, Chief of Police, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase one (1) new fully marked and equipped 2025 Chevrolet 1500 Silverado Police vehicle using the Arizona Department of Homeland Security Operation Stonegarden Grant Program Equipment funds. **(Damian Miller, Lieutenant)**

SUMMARY:

Purchase of Vehicle

The City of San Luis Police Department is seeking approval for the purchase of one (1) new fully equipped and marked 2025 Chevrolet 1500 Silverado Police vehicle. The fully marked and equipped vehicle will be assigned for Operation Stonegarden deployments, as awarded by the Arizona Department of Homeland Security Operation Stonegardent Grant Program Equipment, #OPSG-240431-02. Order No. 2025-02, an Intergovernmental Agreement, was presented and approved by the City Council on February 12, 2025.

The vehicle will be purchased from Chapman Chevrolet of Yuma, AZ, which has provided a bid of $57,415.00 for the 2025 vehicle, including tax. We have obtained a second quote from Earnhardt Chevrolet in Queen Creek, AZ, for $ 63,384.22 and a third quote from Courtesy Chevrolet in Phoenix, AZ, for $56,253.63 for a 2026 model. The quote from Courtesy Chevrolet, although less than Chapman Chevrolet, is for a 2026 model that will need to be ordered since they can not obtain a 2025 model. We are requesting to purchase the vehicle from Chapman Chevrolet as it is available now and held locally, saving the cost and time to pick it up. We contacted other dealerships, and none were able to provide a quote for the same model.

Purchase of Equipment to up-fit Vehicles

The equipment and upfit will be provided and installed by Waltz Outfitting LLC using the City of Chandler Contract #PD5-055-4859, which provides a cost reduction from the state dealership contract. The bid provided is $31,440.89 to fully equip the vehicle, including tax. The total amount for the vehicle, equipment, and installation totals $88,855.89.

Total Purchase

Funds were budgeted for Fiscal Year 2025-2026 based on the awarded OPSG 230432-01 Grant, totaling $83,000.00. The San Luis Police Department will receive $57,415.00 in vehicle reimbursement and $25,585.00 in equipment and installation reimbursements. There are insufficient funds to cover the total cost of the equipment and installation, as the purchase of the vehicle ($57,415.00) increased from when we originally applied for the grant. We are requesting to use funds from the General Fund of the Mobile Digital Computer Replacement (LBS Grant) to cover the additional amount needed for this purchase. The additional amount needed will be $6,000.

San Luis City Code Purchasing

The equipping of the vehicle comes under the San Luis City Code-Purchasing, Section 3.05.090 Cooperative Purchasing, since it is using the City of Chandler Contract.
Since the quote from Chapman Chevrolet is lower than the second vendor quote and no other dealership has a vehicle available in order to meet the OPSG agreement, we will be asking the City Council to waive the formal purchase procedures under the San Luis City Code-Purchasing, Section 3.05.010 (F), so we can continue with the purchase.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF ONE (1) NEW 2025 CHEVROLET 1500 SILVERADO POLICE VEHICLE, FOR A TOTAL AMOUNT NOT TO EXCEED $92,000.00 AND TO WAIVE THE PURCHASE PROCEDURE UNDER THE SAN LUIS CITY CODE SECTION 3.05.010 (F) FOR THE REASONS EXPLAINED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State

TOTAL:	$57,415.00
BUDGETED AMOUNT:	$83,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-Equipment/250-181-90000.194/$57,415.0

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

The expense will be made using account 250-181-90000.194. The total amount for the vehicle purchase is $57,415.00. Funds were budgeted for Fiscal Year 2025-2026 based on the awarded OPSG 230432-01 Grant, totaling $83,000.00. The San Luis Police Department will receive $57,415.00 in vehicle reimbursement.

The account numbers for this purchase will be 250-181-90000.194.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	$31,440.89
BUDGETED AMOUNT:	$83,000.00
AVAILABLE AMOUNT TO TRANSFER:	$6,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-Equipment/250-181-90000.194/$25,585.00 &100-999-90000/$6,000.00

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

The expense will be made using account 250-181-90000.194. The total amount for the purchase of the equipment and installation is $31,440.89. Funds were budgeted for Fiscal Year 2025-2026 based on the awarded OPSG 230432-01 Grant, totaling $83,000.00. The San Luis Police Department will receive $25,585.00 in equipment and installation reimbursements.

There are insufficient funds to cover the total cost of the equipment and installation, as we are also purchasing the vehicle ($57,415.00). We are requesting to use funds from the General Fund of the Mobile Digital Computer replacement (LBS Grant) to cover the additional amount needed for this purchase. The additional amount needed will be $6,000.

The account numbers for this purchase will be
250-181-90000.194 - $25,585.00
100-999-90000 - $6,000.00

Attachments

OPSG & SLPD Agreement
Chapman Proposal
Earhardt Chevrolet Proposal
Courtesy Chevrolet Proposal
Waltz Outfitting Estimate
Agreement letter between Waltz Outfitting & City of Chandler

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT

24-AZDOHS-OPSG- 240431-02
(Enter Subrecipient Agreement number above (e.g., 240XXX-XX)

Between

The Arizona Department of Homeland Security
And
San Luis Police Department
(Enter the name of the Subrecipient Agency above)

UEI Number R89HW83KSNT8
(Enter the UEI number above)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **February 1, 2025 and shall terminate on March 31, 2026** (the "Period of Performance"). The obligations of the Subrecipient as described herein will survive termination of this agreement.

3. **Description of Services** The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"OPSG EQUIPMENT"** and funded at $ 83,000 (as may have been modified by the award letter).
(Enter funded award amount above)

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant EMW-2024-SS-05080 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to $ 83,000 to Subrecipient under this Agreement.
Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

   January 15 (for the period from October 1– December 31)
   April 15 (for the period from January 1 – March 31)
   July 15 (for the period from April 1 – June 30)
   October 15 (for the period from July 1 – September 30)

   Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

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

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

   Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

   Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review

process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

   "Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

   When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The

Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. Notice of Funding Opportunity (NOFO) Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. National Incident Management System Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. Communications Equipment All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. Nonsupplanting Agreement Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy

must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. E-Verify Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. Research and Development Subrecipient may not use funds obtained under this Agreement for research/development.

23. Funds Management Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. Reporting of Matters Related to Recipient Integrity and Performance If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. Nondiscrimination Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9

(https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. Intellectual Property Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. Activities Conducted Abroad Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. Federal Debt Status Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. Compliance with Certain Federal Statutes, Regulations, and Requirements

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq*.; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq*.; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq*.). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq*., as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred,

including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. Applicability of Terms of this Agreement to Tribes If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. Cancellation for Conflict of Interest AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. Assignment and Delegation Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. Third Party Antitrust Violations Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. Availability of Funds AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

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

37. Dispute Resolution In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes 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. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. Governing Law and Interpretation of This Agreement This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. Licensing Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. Sectarian Requests Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. Closed-Captioning of Public Service Announcements Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. Indemnification Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or

expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. Termination Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. Paragraph Headings Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. Counterparts This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. Authority to Execute This Agreement The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. Transfer of Funds Prohibition Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. Parties This Agreement is for the benefit of AZDOHS and Subrecipient 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 and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. Respective Responsibilities 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. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. 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.

50. Publicity Neither 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.

51. Notices All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1802 West Jackson, #117
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Chief of Police, Nigel Reynoso
Enter Title, First & Last Name Above
The City of San Luis
Enter Agency Name Above
1030 E Union Street/ PO Box 3720
Enter Mailing Address Above
San Luis, AZ 85349
Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
The City of San Luis	Arizona Department of Homeland Security
Enter Agency Name Above	
Authorized Signature Above	Susan Dzbanko, Deputy Director
Jenny Torres, Acting City Manager	
Print Name & Title Above	
Enter Date Above	Date

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

Vehicle Locator

Detail Report for Customer

CHAPMAN CHEVROLET YUMA
775 E 32ND ST, YUMA, AZ, 85365
928-726-5500

Customer/Company: undefined
Address: undefined
Sales Consultant:

Vehicle #1: 2025 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	3GCUKDE85SG168961	$57,415.00	C169050

Additional Vehicle Information

Body Style: CK10543-4WD, Short Crew
PEG: 1LT-LT Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: HV5-1LS/1LT/1SP/2LT-Cloth, Gideon/Drk Atmosphere, Int Trim
Engine: LZ0-Engine: Duramax 3.0L, Turbo-Diesel, Inline 6 Cylinder
Transmission: MQB-10-Speed Automatic

Options:
1LT-LT Preferred Equipment Group
A2X-Power Seat Adjuster (Driver's Side)
AKO-Glass, Deep Tinted
AVJ-Keyless Open & Keyless Start
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
B30-Floor Covering: Carpet, Color Keyed
B59-Remote Start Package
BTV-Remote Engine Starting Pkg
C49-Defogger, Rear Window, Electric
C5Z-GVW Rating 7200 Lbs
CJ2-Climate Control, Electronic - Multi-zone
DLF-Mirrors, O/S: Power, Heated
E63-Durabed
G80-Auto Locking Differential, Rear
GAZ-Summit White
GU5-Rear Axle: 3.23 Ratio
HV5-1LS/1LT/1SP/2LT-Cloth, Gideon/Drk Atmosphere, Int Trim
IOK-Chevrolet Infotainment, Enhanced connectivity 2.0
JL1-Integrated Trailer Brake Controller
K05-Engine Block Heater
K34-Cruise Control
KA1-Heated Seats, Front
KI3-Heated Steering Wheel
KI4-120 Volt Electrical Receptacle, In Cab
KW5-Alternator, 220 AMP
LZ0-Engine: Duramax 3.0L, Turbo-Diesel, Inline 6 Cylinder
MQB-10-Speed Automatic
N37-Steering Column, Manual Tilt & Telescoping
NC7-Emissions Override, Federal
PCL-1LT/1SP/2LT Convenience 1 Package
PDU-1LT/1SP All-Star Edition
Q5U-Wheels: 17" Bright Silver Painted Aluminum
QBN-Tires: 255/70 R17 All Season, Blackwall
QBR-Tire, Spare: 255/70 R17 All Season, Blackwall
QK1-Standard Tailgate
QT5-Tailgate Function--EZ Lift, Power Lock & Release
RIA-LPO - Interior Floor Liners
SAF-Spare Tire Lock
TQ5-Headlamps, Intellibeam
U2K-SiriusXM Satellite Radio (subscription)
UBI-2-USBs, Second Row Charge/Data Ports
UE1-OnStar Communication System
UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert
UF2-Lighting, Cargo Box, LED
UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking
UK3-Radio Controls -Steering Wheel
UKJ-Sensor, Front Pedestrian Braking
UQF-Speaker System: Standard Sound System
UTJ-Theft Protection System, Unauthorized Entry
V46-Bumper, Front, Chrome
V76-Recovery Hooks
VJH-Bumper, Rear, Chrome Step
YF5-California Emissions
YM8-LPO Processing Option
Z82-Trailering Package
ZM9-1LT Heat Package

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

CHAPMAN
CHEVROLET GMC

DEAL# 30552
CUST# 7419

STOCK #
C169050

(HEREINAFTER REFERRED TO AS "DEALER")

RETAIL ORDER FOR A MOTOR VEHICLE

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

☒ NEW or ❑ USED ❑ DEMO – ❑ CAR or ❑ TRUCK

VEHICLE BEING PURCHASED

ODOMETER MILEAGE STATEMENT

Federal law (and state law if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing false statement may result in fines and/or imprisonment.

I, CHAPMAN CHEVROLET GMC (transferor's name, Print) state that the odometer now reads 3 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

❑ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits

❑ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY

MAKE	MODEL	BODY TYPE
CHEVROLET	1500 SILVERADO	CREW CAB PICKUP - SHORT BED
VEHICLE IDENTIFICATION NUMBER	YEAR	COLOR
3GCUKDE85SG168961	2025	SUMMIT WHITE

775 E 32ND STREET
TRANSFEROR'S ADDRESS

YUMA — AZ — 85365
CITY — STATE — ZIP

X _____ CHAPMAN CHEVROLET GMC — 03/31/2025
TRANSFEROR'S SIGNATURE — TRANSFEROR'S NAME (PRINTED) — DATE

CITY OF SAN LUIS — PO BOX 7740
TRANSFEREE'S NAME (PRINTED) — TRANSFEREE'S ADDRESS

SAN LUIS — AZ — 85349
CITY — STATE — ZIP

I, _____ (TRANSFEREE) hereby certify that I have received a copy of the above odometer mileage statement.

VEHICLE TRADE IN

Federal law (and state law if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing false statement may result in fines and/or imprisonment.

I, _____ (transferor's name, Print) state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

❑ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits

❑ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY

MAKE	MODEL	BODY TYPE
VEHICLE IDENTIFICATION NUMBER	YEAR	COLOR

TRANSFEROR'S ADDRESS

CITY — STATE — ZIP

X _____
TRANSFEROR'S SIGNATURE — TRANSFEROR'S NAME (PRINTED)

TRANSFEREE'S ADDRESS

CITY — STATE — ZIP

NOTE: The payoff balance and the fees are estimates only. Purchaser agrees that the amount due on delivery as stated herein may be adjusted, and that the Purchaser shall pay to Seller on demand any additional monies due. ___ (initial)

FACTORY WARRANTY: Any warranty on any new vehicle or used vehicle still subject to a manufacturer's warranty is that made by the manufacturer only. The seller hereby disclaims all warranties either express or implied, including any implied warranty of merchantability of fitness for a particular purpose. "(Other than any implied warranty of merchantability arising under Section 47-1267 of the Arizona Statutes)"

USED VEHICLE WHETHER OR NOT SUBJECT TO A MANUFACTURER'S WARRANTY: Unless a separate written showing the terms of any dealer warranty of service contract is furnished by dealer to buyer, this vehicle is sold "as is - not expressly warranted or guaranteed" and the seller hereby disclaimer all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. "(Other than any implied warranty of merchantability arising under Section 47-1267 of the Arizona Statutes)".

Liability insurance covered for bodily injury and property damage caused to others not included.

USED CARS ARE SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED, "(Other than any implied warranty of merchantability arising under Section 47-1267 of the Arizona Statutes)" NOTICE: WHERE THE DEALER ARRANGES FINANCING. The Dealer may receive a portion of the "finance charge" from the Lender. This order is not binding until accepted by Dealer or his authorized representative, and if a time sale. (1) Purchaser's credit a financing institution and it agrees to purchase a retail installment contract based on this order. (2) appropriate finance charge disclosures are made, and (3) a security agreement executed. Until a time sale order becomes binding Purchaser may cancel it and recover any deposit made. In the event this order is a time sale, federal law states it is the customer's right to receive a fully disclosed itemization of the amount financed.

X _____
PURCHASER'S SIGNATURE

THOMAS WILLIAMS
MANAGER — SALESPERSON

FINANCE — SALESPERSON

PURCHASER'S NAME
CITY OF SAN LUIS

STREET ADDRESS
PO BOX 7740

CITY — STATE — ZIP
SAN LUIS — AZ — 85349

DOB — DOB

BUSINESS PHONE — RESIDENCE PHONE
(928) 341-8577 — (928) 341-8553

EMAIL
YDUENAS@SANLUISAZ.GOV

SELLING PRICE	54,415.00
Seller Accessories	
TOTAL REBATE	3,400.00
SUBTOTAL	51,015.00
LESS TRADE ALLOWANCE	N/A
TOTAL AFTER TRADE	51,015.00
SALES TAX	4,019.13
ESTIMATED LICENSE FEES	
VEHICLE THEFT REGISTRATION (OPTION)	
DOCUMENTATION FEE	589.00
PAYOFF ON TRADE-IN	N/A
SERVICE CONTRACTS	
MAINTENANCE	
TOTAL BALANCE	55,623.13
CASH DOWN	514.00
BALANCE DUE	55,109.13

AGREEMENT TO ARBITRATE: In accordance with the Arbitration Provision on this contract, by signing below, you agree that you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court of action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

X _____ BUYER'S SIGNATURE — X _____ CO-BUYER'S SIGNATURE

Purchaser(s), by his/her/their signature(s) below certify that (s)he/they are 18 years of age or older, and acknowledge(s) that (s)he/they have read and understand and accept all the terms and conditions contained on this agreement.

X _____ BUYER'S SIGNATURE — X _____ CO-BUYER'S SIGNATURE

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
La informacion que usted ve en la forma de ventanilla para este vehiculo es parte de este contrato. La informacion en la forma de ventanilla domina cualquier estipulacion contraria en el contrato de venta.

Earnhardt Chevrolet

Date: ***6/4/2025***
Salesperson:
Manager: ***Moe Rasheed***

FOR INTERNAL USE ONLY

CUSTOMER

Home Phone :

Address : ,

Work Phone :

E-Mail :

Cell Phone :

VEHICLE

Stock # : ***CH50414*** New / Used : **New** VIN : ***3GCUKDE83SG226470*** Mileage: ***40***

Vehicle : ***2025 Chevrolet Silverado 1500*** Color : ***SUMMIT WHITE***

Type : ***LT w/1LT 4x4 Crew Cab 5.75 ft. box*** ***CK10543***

Body Size : Style : Weight : ***7200*** Unit Class :

Market Value Selling Price	57,415.00
Discount	2,000.00
Adjusted Price	55,415.00
Earnhardt Value Package	857.00
Spray In Bedliner	699.00
Lieu Tax	931.55
DealerDoc	599.00
Tire Tax	11.65
Tax	4,871.02
Cash Deposit	.00
Total	63,384.22

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

COURTESY CHEVROLET

6/4/2025

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT# CTR059315

VEHICLE	**2026 CHEVROLET 1500 LT CREW CAB 4X4** **PER ATTACHED SPECS**	**$** 51,643.19
	DELIVERY TO SAN LUIS	**$** 250.00

TOTAL	**$** 51,893.19
SALES TAX	**$** 4,348.79
TIRE TAX	**$** 11.65
GRAND TOTAL	**$** 56,253.63

ORDERED UNIT
90-120 DAYS ARO

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK10543	2026 Chevrolet Silverado 1500 4WD Crew Cab 147" LT w/1LT	W/A	W/A

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
——	Battery, heavy-duty 850 cold-cranking amps/95 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)	Inc.	Inc.
1LT	LT Preferred Equipment Group includes standard equipment	W/A	W/A
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	W/A	W/A
C5Z	GVWR, 7200 lbs. (3266 kg) (Requires Crew Cab 4WD model and (LZ0) Duramax 3.0L Turbo-Diesel I6 engine without (NHT) Max Trailering Package.)	Inc.	Inc.
FE9	Emissions, Federal requirements	W/A	W/A
GAZ	Summit White	W/A	W/A
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)	Inc.	Inc.
H0U	Jet Black, Cloth seat trim	W/A	W/A
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	W/A	W/A
K05	Engine block heater (Included with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)	Inc.	Inc.
LZ0	Engine, Duramax 3.0L Turbo-Diesel I6 (305 hp [227 kW] @ 3750 rpm, 495 lb-ft of torque [671 Nm] @ 2750 rpm) (C*10743 Crew Cab Standard Bed and Double Cab models require (A50) bucket seats. Includes (KW5) 220-amp alternator and (K05) engine block heater. Not available with (RG4) Fleet LT Base Content Package Delete.)	W/A	W/A
MQB	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Requires 4WD. Included and only available with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine and (AZ3) bench seat. Not available with CK10743 Crew Cab Standard Bed 4WD model.)	Inc.	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 25627. Data Updated: Jun 3, 2025 6:48:00 PM PDT.

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✓ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (STD)	W/A	W/A
QBN	Tires, 255/70R17 all-season, blackwall (STD)	W/A	W/A
QBR	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)	W/A	W/A
RIA	LPO, All-weather floor liners 1st and 2nd rows on Crew Cab and Double Cab, (includes Chevrolet Bowtie logo), (Included with (PDQ) Liner Protection Package, LPO. Not available with (Z71) Z71 Off-Road Package, (BG9) rubberized vinyl flooring or (AAK) All-weather Z71 floor liners, LPO.)	W/A	W/A
	Options Total	**W/A**	**W/A**

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Data Version: 25627. Data Updated: Jun 3, 2025 6:48:00 PM PDT.

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	W/A	W/A
Total Options	W/A	W/A
Vehicle Subtotal	W/A	W/A
Dealer Advertising Adjustment	$0.00	W/A
Destination Charge	W/A	W/A
Grand Total	**W/A**	**W/A**

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Data Version: 25627. Data Updated: Jun 3, 2025 6:48:00 PM PDT.

nreynoso@sanluisaz.gov

Titus 2:7-8
"In everything set them an example by doing what is good. In your teaching show integrity, seriousness and soundness of speech that cannot be condemned, so that those who oppose you may be ashamed because they have nothing bad to say about us"

From: Emmanuel Botello <ebotello@sanluisaz.gov>
Sent: Wednesday, June 4, 2025 2:45 PM
To: Nigel Reynoso <NReynoso@sanluisaz.gov>
Subject: FW: 1500 Crew Cab Quote

So here is a quote from Courtesy Chevrolet. Since they have to order it, it would have to be a 2026 model at this time of the year. Is that a problem?

From: Berney Kullos <bkullos@CourtesyAuto.com>
Sent: Wednesday, June 4, 2025 12:23 PM
To: Emmanuel Botello <ebotello@sanluisaz.gov>
Cc: David White <david@waltzof.com>
Subject: [EXTERNAL] 1500 Crew Cab Quote

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Lt. Botello,

I can no longer order the 2025 models. I have attached a quote for a 2026 1500 Crew Cab that I would have to order. If you have any questions, please contact me.

Berney Kullos
Fleet Vehicle Sales Associate
Courtesy Fleet
D: 602-798-2968
Click to Upload Encrypted Documents
4999 N 12th Street, Phoenix, AZ 85014

Michelle Boucher

From: Michelle Boucher
Sent: Tuesday, July 1, 2025 8:59 AM
To: Michelle Boucher
Subject: FW: 1500 Crew Cab Quote
Attachments: 1802_001.pdf

Michelle Boucher
Police Administrator| San Luis Police Department
1030 E Union Street|P.O. Box 3720| San Luis, AZ 85349
Office- 928-341-2420 ext 2209
Cell- 928-750-5026
Fax-928-627-5446
mboucher@sanluisaz.gov

"Let the beauty of what you love be what you do" - Rumi

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From: Nigel Reynoso <NReynoso@sanluisaz.gov>
Sent: Tuesday, July 1, 2025 8:56 AM
To: Michelle Boucher <mboucher@sanluisaz.gov>
Subject: FW: 1500 Crew Cab Quote

Nigel I. Reynoso, Chief of Police
San Luis Police Department
1030 E Union St #3720
San Luis, AZ 85349
(928) 341-8588 Direct line
(928) 323-1195 Cellular
(928) 627-5446 Fax

From: executive@courtesylabs.tech <executive@courtesylabs.tech>
Sent: Wednesday, June 4, 2025 2:26 PM
To: Berney Kullos <bkullos@courtesyauto.com>
Subject: Attached Image

Waltz Outfitting LLC
449 South 48th St. #105
415 S 48th St. #111
Tempe, AZ 85281
(602) 502-0099
david@waltzof.com
waltzof.com

Estimate #1174

Created: 04/18/2025 at 10:47AM
Payment Term: Net 30
Service Writer: David White

San Luis PD
1030 Union Street
San Luis, AZ 85349
ebotello@sanluisaz.gov

2025 Chevrolet Silverado 1500 LT
VIN: 3GCUKDE85SG168961

Customer Comments

City of Chandler Contract: PD5-055-4859

Stone Garden Funded Silverado - Full Patrol Build

Labor and Shop Charges

Description	Price	QTY	HRS	Subtotal
Labor: EVT Certified Labor			70	$6,300.00
Part: Shop Supplies *Shop Supplies*	$300.00	1		$300.00
Part: Shipping and Handling *Shipping and Handling*	$1,200.00	1		$1,200.00
	Estimated Tax (8.1%): $121.50			**Total: $7,921.50**

Lightbar

Description	Price	QTY	Disc	Subtotal
Part: WLN-LEGACY DUO CORE BUNDLE *Part #: LEGACY DUO-DUO WCX CORE BUNDLE:* *Bundle Includes:* *Legacy Bar with strap kit* *CenCom CORE with CAN port* *CORE Controller* *Scanport OBD2 Install Kit*	$9,290.00	1	65%	$3,251.50
Part: WLN-EB2DEDE *Part #: EB2DEDE* *WCX Series DUO LED lightbar, 54”*		1		$0.00
Part: WLN-MKAJ101 *Part #: MKAJ101* *Tahoe Mounting Bracket*		1		$0.00
Part: WLN-CLBV2V *Part #: CLBV2V* *CLBV2V, Vehicle to vehicle sync module, in lightbar*	$371.00	1	35%	$241.15
Discount (63.85%): ($6,168.35)	Estimated Tax (8.1%): $282.90			**Total: $3,775.55**

Front of Vehicle

2 TION Forward Facing, 1 on each side of push bumper

Siren Speaker Mounted to push bumper cross rail

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Created: 04/18/2025 at 10:47AM
Payment Term: Net 30
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Front of Vehicle

Description	Price	QTY	Disc	Subtotal
Part: SNDOFF-ETHFSS-SP-ISO *Part #: ETHFSS-SP-ISO* *Select-A-Pattern Headlight Flasher, Solid State, 12v Isolation Model (for systems requiring electrical isolation)*	$116.00	1	40%	$69.60
Part: WLN-CEM16 *Part #: CEM16* *16-Output Expansion Module*	$292.00	1	35%	$189.80
Part: KDBCO-COREHEXP16L *Part #: COREHEXP16L* *Expansion Harness for CEM16*	$146.00	1	10%	$131.40
Part: PROGRD-PB54SIL19HD *HD Pro-Gard Push Bumper*	$556.00	1	20%	$444.80
Part: WLN-TSS0JC *Part #: TSS0JC* *ION T-Series Linear TRIO Red/Blue/White*	$221.00	4	35%	$574.60
Part: WLN-SA315P *Part #: SIREN SPEAKER - BLACK 1- SAK1 UNIVERSAL SPEAKER MOUNT INCLUDED*	$465.00	2	35%	$604.50
Part: WLN-SAK1 *Part #: SAK1* *Siren Speaker Universal Bracket*		1		$0.00
Part: WLN-ARGES2 *Part #: ARGES2* *ProFocus Arges Spot/Flood Light*	$912.00	1	35%	$592.80
Part: WLN-ARGCH1 *Whelen Agres Control head*	$352.00	1	35%	$228.80
Part: WLN-ARG49D *Part #: ARG49D* *Arges Driver Fender Mount – Silverado*	$116.00	1	35%	$75.40

Discount (32.35%): ($1,392.30) Estimated Tax (8.1%): $235.85 **Total: $3,147.55**

Side of Vehicle Lighting

Under Mirror Lighting

Description	Price	QTY	Disc	Subtotal
Part: WLN-U18013 *Part #: U18013* *U-SERIES MIRROR MT - SILVERADO*	$35.00	1	35%	$22.75
Part: WLN-U180JC *Part #: U180JC* *U-Series 180* Super-LED Red/Blue/White*	$330.00	1	35%	$214.50

Discount (35%): ($127.75) Estimated Tax (8.1%): $19.22 **Total: $256.47**

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Estimate #1174

Created: 04/18/2025 at 10:47AM
Payment Term: Net 30
Service Writer: David White

Rear of Vehicle Lighting and Equipment

2 TIONs under Tailgate

2 TIONs on rear spoiler

Description	Price	QTY	Disc	Subtotal
Part: SNDOFF-ETFBSSN-P *Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.*	$108.00	1	40%	$64.80
Part: DCKD-XG6 *Part #: XG6* *Decked Drawer System - Accessory Pack Included* *1- Sixer 16* *1- Halfrack 32* *2- Drawer Dividers* *1- Drawerganizer* *4- Stash Bins* *4- D-Ring Tie Downs*	$1,599.00	1	15%	$1,359.15
Part: DCKD-A0066-LOCK *Part #: A0066-LOCK* *Drawer Locks Set of 6*	$90.00	1	15%	$76.50
Part: WLN-TSS0JC *Part #: TSS0JC* *ION T-Series Linear TRIO Red/Blue/White*	$221.00	2	35%	$287.30
Part: WLN-TSS0JC *Part #: TSS0JC* *ION T-Series Linear TRIO Red/Blue/White*	$221.00	2	35%	$287.30
Part: KDBCO-KDB45TION *Part #: KDB45TION* *45 Degree T-ION Wedge*	$18.00	2	10%	$32.40

Discount (22.43%): ($609.55) Estimated Tax (8.1%): $170.70 **Total: $2,278.15**

Officer Area Equipment

Description	Price	QTY	Disc	Subtotal
Part: MMSU-1 *Part #: MMSU-1* *Magnetic Mic Clip*	$40.00	2	10%	$72.00
Part: HAV-DS-GTC-311-3 *Part #: DS-GTC-311-3* *Docking Station For Getac V110 Convertible Notebook With Triple Pass-Thru Antenna Connections*	$1,276.00	1	20%	$1,020.80
Part: HAV-DS-DA-413 *Part #: DS-DA-413* *Screen Support For DS-GTC-3X0 Series Docking Stations*	$96.01	1	20%	$76.81
Part: HAV-LPS-116 *Part #: LPS-116* *Power Supply for use with DS-GTC-210 Series, DS-GTC-310 Series, DS-*	$258.00	1	20%	$206.40

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Estimate #1174

Created: 04/18/2025 at 10:47AM
Payment Term: Net 30
Service Writer: David White

Officer Area Equipment				
GTC-410 Series, and DS-GTC-510 Series Docking Stations				
Part: LPS-211 *Part #: LPS-211* *Havis: Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles - Mount a power supply or USB hub directly to your docking station or cradle with this versatile bracket - Compatible with LIND and Getac power supplies*	$45.00	1	20%	$36.00
Part: KUSTOMSIG-3003 *Part #: 3003* *Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork*	$3,381.00	1		$3,381.00
Part: KUSTOMSIG-3014 *Part #: 3014* *Eagle 3 Insulated Heat Shield Kit p/n 050-0036-00*	$48.75	1		$48.75
Part: HAV-C-VSW-2600-SILV *26” Silverado Wide Flat Console - Includes Filler plates and equipment brackets*	$941.00	1	20%	$752.80
Part: HAV-C-EB40-CCS-1P *Core Equipment Bracket*		1		$0.00
Part: HAV-CUP2-1004 *Part #: CUP2-1004* *4” Internal Adjustable Beverage Holder*	$67.00	1	20%	$53.60
Part: HAV-C-EB25-XTL-1P *APX6500 Equipment Bracket*		1		$0.00
Part: HAV-C-EB40-WSB-1P *Part #: C-EB40-WSB-1P* *Arges Equipment Bracket*		1		$0.00
Part: HAV-C-ARM-102 *Part #: C-ARM-102* *Side Mount Armrest* *List Price $94*	$97.00	1	20%	$77.60
Part: HAV-C-AP-0325-1 *Part #: C-AP-0325-1* *3” Accessory Pocket*	$53.00	1	20%	$42.40
Part: HAV-C-LP2-USB-BL2 *Part #: C-LP2-USB-BL2* *2 Lighter Plug,1 USB-C & USB Dual Port Charger* *List Price $156*	$161.00	1	20%	$128.80
Part: HAV-C-MCB *Part #: C-MCB* *Havis Mic Clip Bracket*	$20.00	1	20%	$16.00

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waltzof.com

Estimate #1174

Created: 04/18/2025 at 10:47AM
Payment Term: Net 30
Service Writer: David White

Officer Area Equipment

Description	Price	QTY	Disc	Subtotal
List Price $19				
Part: HAV-C-HDM-204 *8.5" HD Telescoping Pole, Side Mount*	$237.00	1	20%	$189.60
Part: HAV-C-MD-119 *Part #: C-MD-119* *11" Slid out Locking Arm w/ Motion Device*	$379.00	1	20%	$303.20
Part: WLN-3SRCCDCR *3" Round Compartment Light, LED Red/white*	$104.00	1	35%	$67.60
Part: STNA-GK20041UHK *Part #: GK20041UHK* *Dual T-RAIL Weapon Lock System w/ 1 Universal XL Lock* *List Price $409*	$409.00	1	15%	$347.65

Discount (10.87%): ($831.75) Estimated Tax (8.1%): $552.50 **Total: $7,373.51**

Prisoner Area Equipment

Description	Price	QTY	Disc	Subtotal
Part: STNA-PK1152CHT191500 *Part #: PK1152CHT191500* *10 XL C RP Coated Poly Partition for 2019+ Silverado* *List Price $1119*	$1,119.00	1	15%	$951.15
Part: STNA-TK1339CHT191500 *Part #: TK1339CHT191500* *Transmax Complete Assem Cargo Deck Box W/Drawer* *List Price $3459*	$3,459.00	1	15%	$2,940.15
Part: WLN-3SRCCDCR *3" Round Compartment Light, LED Red/white*	$104.00	1	35%	$67.60

Discount (15.44%): ($723.10) Estimated Tax (8.1%): $320.67 **Total: $4,279.57**

Wiring Harness and Electronics

Description	Price	QTY	Disc	Subtotal
Part: 911C-CH27.1.20 *Part #: CH27.1.20* *CH27 w/ single Stage Timer and 20' Harness* *List Price $1215*	$1,215.00	1	30%	$850.50
Part: WLN-C399 *Part #: C399* *CenCom CORE™ with CANport™ ODB II interface*		1		$0.00
Part: WLN-C399SP		1		$0.00

Waltz Outfitting LLC
449 South 48th St. #105
415 S 48th St. #111
Tempe, AZ 85281
(602) 502-0099
david@waltzof.com
waltzof.com

Estimate #1174

Created: 04/18/2025 at 10:47AM
Payment Term: Net 30
Service Writer: David White

Wiring Harness and Electronics			
Part #: C399SP			
Part: WLN-CCTL6 *Part #: CCTL6* *CenCom Core Rotary Knob*		1	$0.00
	Discount (30%): ($364.50)	Estimated Tax (8.1%): $68.89	**Total: $919.39**

Window Tint			
Description	**Price**	**QTY**	**Subtotal**
Part: VT-MidsizeTruck	$454.25	1	$454.25
	Estimated Tax (8.1%): $36.79		**Total: $491.04**

Graphics			
Description	**Price**	**QTY**	**Subtotal**
Part: RVSG-SLPD-Materials-Silverado *Part #: RVSG-SLPD-MATERIALS-SILVERADO*	$539.23	1	$539.23
Part: RVSG-SLPD-Labor-Silverado *Part #: RVSG-SLPD-LABOR-SILVERADO*	$363.40	1	$363.40
Part: RVSG-SLPD-StoneGarden *Part #: RVSG-SLPD-STONEGARDEN*	$47.96	1	$47.96
	Estimated Tax (8.1%): $47.56		**Total: $998.15**

Estimate and Authorization Agreement

The estimates provided represent an approximation of the timing and charges for the outfitting services requested. These estimates are based on the anticipated scope of work and equipment required. However, unforeseen challenges or changes in project requirements may result in deviations from the original quote. By approving this estimate, you authorize the outfitting work described to proceed, including procurement of necessary components, and grant permission for the vehicle to be operated for on-road testing, calibration, or inspection purposes as needed.

If additional modifications or repairs are required during the course of the project, a revised work order will be provided detailing the costs of additional parts, labor, and the total updated project cost. Unless otherwise specified, all parts and equipment installed are new.

Labor	$6,300.00
Parts	$33,501.60
Subtotal	$39,801.60
Discount	$10,217.30
Tax	$1,856.59
Grand Total	**$31,440.89**
Paid to Date	($0.00)
REMAINING BALANCE	**$31,440.89**

Policies and Warranties

Deposits for outfitting projects are non-refundable.

No returns or refunds will be accepted for custom or special-ordered items, including specialized emergency equipment, or electrical components.
Warranty coverage does not apply to customer-supplied equipment or used components provided by the customer.
New and procured equipment is subject to manufacturer warranty.
Waltz Outfitting labor holds a lifetime warranty.

Approval for Additional Work
Should the cost of required modifications or repairs exceed the authorized estimate, your approval will be obtained before proceeding. We are committed to keeping you informed throughout the upfitting process and will only perform work authorized by you.

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Estimate #1174

Created: 04/18/2025 at 10:47AM
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Service Writer: David White

Thank you for choosing us as your trusted partner for emergency vehicle upfitting.

Disclaimer:

All pricing provided in this quote is based on current market conditions and tariff regulations as of the date of issuance. Due to the potential for changes in tariffs, trade policies, or government-imposed duties, quoted prices are subject to change without prior notice. Any adjustments resulting from such changes may affect the final pricing on open or pending quotes. We reserve the right to revise prices accordingly should these external factors impact material or product costs.

Signature _____

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City Clerk Document No. A-2025-512

City Council Meeting Date: January 23, 2025

CITY OF CHANDLER SERVICES AGREEMENT
POLICE VEHICLE UPFITTING
CITY OF CHANDLER AGREEMENT NO.PD5-055-4859

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Waltz Outfitting LLC, an Arizona Limited liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made January 24, 2025 (Effective Date).

RECITALS

A. City proposes to provide police vehicle upfitting as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the

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terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one-year, and begins on February 1, 2025, and ends on January 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under all Agreements must not exceed $1,211,280.00. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

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remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

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immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents,

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representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Juan Martinez	Name: David White
Title: Warehouse & Supply Program Manager	Title: General Manager
Address: 975 E. Armstrong Way, Bldg. I.	Address: 449 S. 48th St. STE 105
Chandler, AZ 85286	Tempe, AZ 85281
Phone: 480-782-2416	Phone: 602-502-0099
Email: Juan.Martinez@Chandleraz.gov	Email: david@waltzof.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

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5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

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administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.29 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.30 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.31 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.32 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.33 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

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5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.36 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.37 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.39 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

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accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.42 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.43 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	FOR THE CONTRACTOR
By: Kevin Hartke	By: David White
Its: Mayor	Its: Partner and General Manager

APPROVED AS TO FORM:

By: Daniel L Brown for
City Attorney

JMB

ATTEST:

By: Dana R. DiLong
City Clerk

CITY OF CHANDLER CORPORATE SEAL ARIZONA

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EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

General

The Contractor shall provide upfitting of Police vehicles. The list below includes the known vehicles to be upfitted in FY 24/25. Other emergency and non-emergency vehicles may be added through the term of the contract.

Police Patrol (PIU, Tahoe & Ford F150 Responder, Dodge Durango & Chevy Silverado)
K-9 & DUI (Tahoe)
Police Aides (F-150, SUV's & Tahoe's)
Volunteers (F-150 & SUV's)
CIB & OSB (Sedans & SUV's)
Watch Commander (Explorers)
VCU (2 pickups and 2 Explorers)
Low Acuity Response Vehicle - Fire
Chief Office Staff Vehicles Explorers – Fire
Crisis Response – Full Size Transit Van & PIU - Fire

Equipment

Equipment must be designed to perform and have the ability to function in a severe heat and metropolitan environment. All fittings, fasteners, bolts, wiring and miscellaneous hardware shall be properly designed and engineered for the specifications indicated. All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.

Mounting Locations

All mounting locations shall be consistent to produce a pleasing appearance and not interfere with the function or serviceability of the vehicle. Ergonomically, no equipment shall encroach or obstruct the driver's space. All mounting locations shall be approved by the City of Phoenix. A complete demonstration unit of each vehicle type shall be used for this approval. The demonstration unit shall be the first unit supplied to the Contractor for the scheduled build. The scheduled build shall consist of the number of units identified on a single purchase order. All mounting hardware will be installed in such a way as to eliminate sharp edges as per OSHA standards. There shall be no sharp edges from hardware, console edges inside and outside. Zip-ties shall be flush cut. Contractor shall use nuts and bolts only; no TEK screws.

Wiring

All wiring passing through metal shall be protected by a rubber grommet. All wiring shall be sized to amperage draw of the lights and accessories. All connectors shall be soldered and crimped. Heat shrink shall be used on all splices, over the solder and crimp connection. All wiring shall be concealed behind the body panels/faring. A complete wiring diagram shall be delivered with the first delivery of each Bid Item

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for each model year. No payment will be made to the Contractor until a complete wiring diagram is received by Fleet Services Division, Fleet Control Section.

Vehicle Delivery

Contractor shall deliver all completed vehicles to the City of Chandler, Fleet Services Division, located at 975 East Armstrong Way. All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. To schedule delivery contact fleet services staff twenty-four (24) hours prior to delivery. The City will deliver vehicles to the contractor or have them shipped to contractor from the dealer. Contractor will be required to notify the City of any damage to vehicles within 24 hours of receipt

Completion time

Contractor shall build a completion schedule and send it to the City based on each vehicle build. City will send contractor a Purchase Order for each build. Contractor shall notify City if any changes to schedule need to be made within 24 hours of knowledge of changes. Contractor shall provide status of vehicle when requested by City.

Liquidated Damages

The Contractor fails to deliver the supplies or perform the services within the time specified in its agreement the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of $20.00 per vehicle. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Manufacturer	Discount % from Current Manufacturers List	Price list Publication Date
Troy	20%	6/19/2024
Soundoff	40%	1/6/25
Motorolla	N/A	N/A
Streamlight	10%	2023
Pro Guard	20%	Jan 2025
CCI	N/A	N/A
Havis	20%	10/31/2024
Tomar	10%	Current-Internet
Sho-Me	5%	Current
Amer.Alum	15%	Current
Ray Allen	N/A	N/A
Brother	10%	Current
Panaroma	15%	Current
Setina	15%	August 2024
Whyle	N/A	N/A
Samlex	N/A	N/A
911 Circuits	30%	Current
911 Signal	N/A	N/A
Jotto	N/A	N/A
Code 3	30%	Current
Tufloc	N/A	N/A
Whelen	35%	Dec 19 2024
Highway Products	0%	Current
Federal Signal	20%	Current
PTS (prisoner transport systems)	20%	6/19/2024
Go-Rhino	N/A	N/A
Westin	25%	Current - Internet
Gamber Johnson	20%	Current
Vigilant Solutions	N/A	N/A
Feniex	N/A	N/A
Trademark	N/A	N/A
Minimum Discount for items not on list	5%	N/A
Maximum mark up on subcontractors	15%	N/A
B & B Enterprises	10%	N/A
Labor Hourly Rate:	$90	

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products

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and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three

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years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

AGENDA ITEM REVIEW FORM

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

Meeting Date: 07/09/2025

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Armando Esparza, Director of Economic Development, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2365. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the allocation of $1,060,100.00 in local match funds and authorizing the submission of an application to the Federal Transit Administration's FY 2025 Buses and Bus Facilities Program. **(Armando Esparza, Director of Economic Development and Government Affairs)**

SUMMARY:

BACKGROUND:

On August 24, 2022, the San Luis City Council authorized a contract with James Davey & Associates for the amount of $266,795.00 to design the Downtown Plaza and Parking Lots project. An additional $85,400.00 was allocated in June 2024 to finalize the design and engineering. The completed design, finalized in July 2024, envisions the transformation of underutilized federal land adjacent to Main Street and the San Luis I Land Port of Entry into a 475-stall parking facility and pedestrian plaza. This shovel-ready project will establish a modern hub to serve residents, workers, pedestrians, and cross-border travelers.

FTA'S BUSES & BUS FACILITIES PROGRAM:

The Economic Development department is seeking authorization to apply for the Federal Transit Administration's FY 2025 Buses and Bus Facilities Program under Section 5339(b), which funds capital projects that enhance bus infrastructure, including transit facilities and park-and-ride lots. The program provides up to 80 percent federal funding for eligible activities. Past projects with similar scopes have been awarded in communities such as:

- Loveland, Colorado (a $3.97 million transit center and park-and-ride)
- South DeKalb, Georgia (a $25 million multimodal hub)
- Antioch, Tennessee (a $5 million transit center)

The City of San Luis's proposal builds on these precedents by focusing on core infrastructure that enhances local and regional mobility.

PROJECT SUBMISSION:

The grant application will request funding exclusively for eligible transit-related infrastructure. This includes the construction of a 475-stall parking lot with associated curbs, paving, and lighting; utility upgrades for water, sewer, and electrical systems; a redesiging a proposed police subsation to a transit hub building with shaded waiting areas; and three designated YCAT stops to connect with the regional bus network and expanded San Luis I Port of Entry. Additional pedestrian infrastructure will include ADA-compliant walkways, benches, shade structures, and bicycle racks. Landscaping will be limited to functional elements such as shade trees, groundcover, and stormwater swales. Approximately $2.5

million in park-specific amenities, such as splash pads and event stages, will be excluded from the grant request and instead funded through local capital or other sources.

PROJECT TIMELINE:

- City Council Resolution & Match Commitment: July 9, 2025
- Application Submission Deadline: July 17, 2025
- Anticipated Award Announcements: Fall 2025
- FTA Obligation Deadline: September 30, 2026 (all funds must be obligated by this date)
- Local Match Obligation & Project Start: July 1, 2026 (Start of FY 2027)
- Estimated Construction Completion: Late 2027

PARKING REVENUE FORECAST:
The project's financial model includes a flat daily parking fee of $3.00 and monthly long-term permits. Revenue forecasts suggest that the City's $1.06 million local match can be recovered within three years under a low-demand scenario (60% occupancy), within two and a half years in a moderate-demand scenario (80% occupancy), and within two years in a high-demand scenario (90% occupancy). Once the initial investment is recouped, parking revenues can be reinvested into long-term lot operations and phased completion of the plaza's park components.

Staff recommends that the Mayor and City Council adopt Resolution No. 2365 to authorize submission of the FY 2025 FTA Buses and Bus Facilities Program grant application and to commit $1,060,100.00 in local matching funds to be allocated in the Fiscal Year 2027 budget, effective July 1, 2026. This action will position San Luis to secure federal investment for this transit project that enhances community connectivity.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2365, AUTHORIZING THE ALLOCATION OF $1,060,100.00 IN LOCAL MATCH FUNDS AND DIRECTING STAFF TO SUBMIT THE GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION'S BUSES AND BUS FACILITIES PROGRAM FOR THE DOWNTOWN PARK & RIDE AND PLAZA PROJECT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY/FEDERAL
TOTAL:	$5,325,329
BUDGETED AMOUNT:	$1,084,930 for FY2026-2027
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 total fiscal impact is $5,325,329, which includes the full project cost of $5,300,498, plus $24,831 to contract with Kimley-Horn for professional grant writing services. Of this total, $1,084,930 will be locally funded in FY2026-2027—comprising the required $1,060,099 local match and the grant writing contract. The remainder is requested through the FTA Buses and Bus Facilities Program.

Attachments

Resolution No. 2365

FTA Bus Grant Presentation

FY25-Bus-LowNo-NOFO

Downtown Park and Ride Project Cost Estimates
Downtown Park and Ride Revenue Forecast
Downtown Plaza and Parking Lots - Construction Cost Estimates - Final
YCIPTA Letter of Support

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2365

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, COMMITTING LOCAL FUNDS FOR THE FY 2025 FEDERAL TRANSIT ADMINISTRATION GRANTS FOR BUSES AND BUS FACILITIES PROGRAM FOR THE DOWNTOWN PARK & RIDE AND PLAZA PROJECT.

WHEREAS, the City of San Luis, Arizona, intends to apply for funding through the Federal Transit Administration's FY 2025 Buses and Bus Facilities Competitive Program; and

WHEREAS, the city proposes to construct the Downtown Park & Ride and Plaza, a multimodal project which includes a 475-space parking facility and key transit infrastructure connecting to the Yuma County Area Transit (YCAT) regional system; and

WHEREAS, the project will directly support transit riders, pedestrians, and cross-border commuters, while improving regional mobility and supporting economic development in downtown San Luis; and

WHEREAS, the total eligible cost of the transit-related project scope is $5,300,499.00 and the grant request to the Federal Transit Administration is for $4,240,399.00; and

WHEREAS, the City of San Luis will commit $1,060,100 as a local match to fulfill the required 20% non-federal share; and

WHEREAS, the Federal Transit Administration requires a resolution of the governing body committing leveraged local funds and a legal opinion confirming the enforceability of that commitment under state law;

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

SECTION 1: The Mayor and City Council find that the Downtown Park & Ride and Plaza project is in the public interest and supports equitable mobility, public transportation, and downtown revitalization.

SECTION 2: The Mayor and City Council hereby commit $1,060,100.00 in local funds to be used as match for the FY 2025 FTA Buses and Bus Facilities Program grant, to be obligated in the City's FY 2027 budget beginning July 1, 2027.

SECTION 3: The Mayor and City Council authorize the submission of the grant application to the FTA and authorize the Economic Development Department to perform all acts necessary to implement the project and grant application, including execution of any documents or agreements required.

SECTION 4: This commitment is deemed legally binding based on the legal opinion of the City Attorney, and such funds will be made available for audit if required by the FTA at the termination of the grant.

SECTION 5: If any section, clause, or provision of this resolution is held to be invalid or unconstitutional, the remainder of the resolution shall not be affected.

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____ 2025.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

DOWNTOWN PARK & RIDE AND PLAZA

BUSES AND BUS FACILITIES COMPETITIVE PROGRAM (BUS PROGRAM)

COUNCIL MEETING

JULY 9TH, 2025

FY25 FTA Bus & Low-No Emission Program Overview

Total Funding Available:

- $1.5 billion total with $390 million for *Buses and Bus Facilities.*
- 15% of the funds set aside for rural areas.

Eligible Activities:

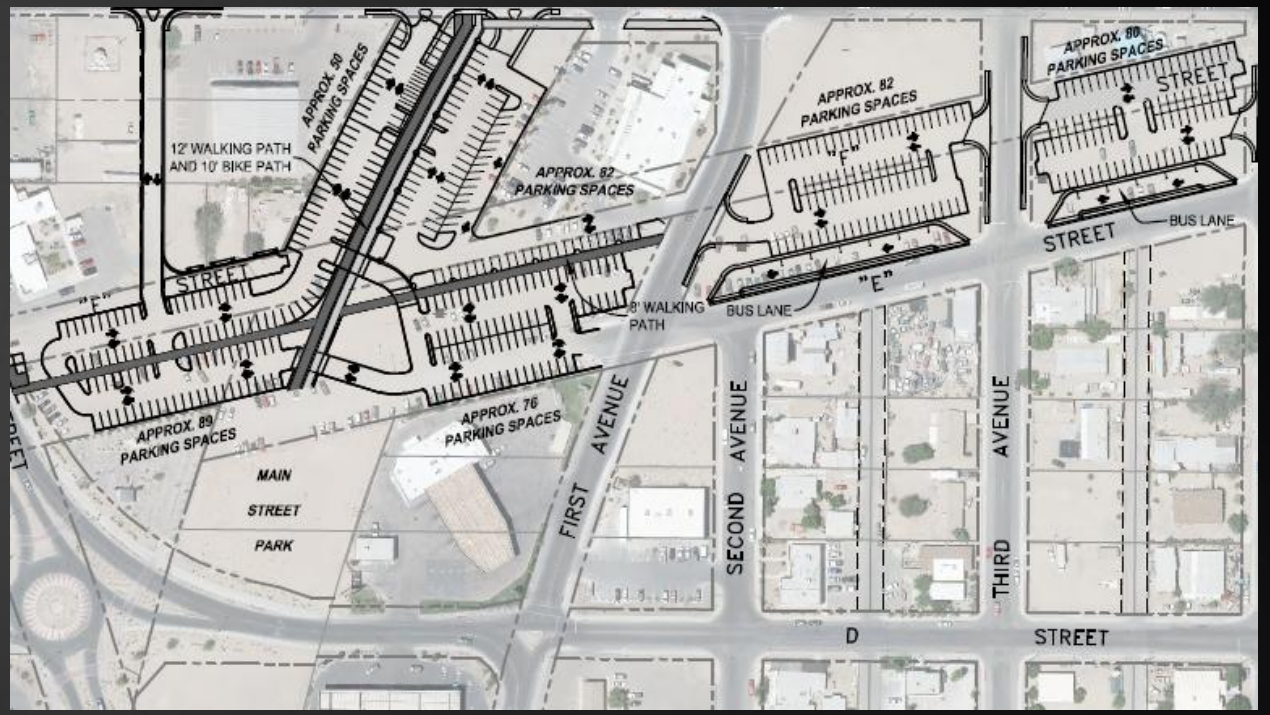
- Purchase, replacement, or rehabilitation of buses
- Construction or renovation of bus-related facilities and development of supporting infrastructure:
- Transit hubs, parking lots, charging stations, maintenance facilities

- **Cost Sharing:** Up to 80% federal share for capital projects
- **Application Deadline:** July 17, 2025 (per NOFO)



CITY OF SAN LUIS'S PROPOSAL

- The Downtown Park & Ride and Plaza design was completed in July 2024, transforming vacant land into a 475-stall parking facility and parks.
- Funding will be requested only for eligible transit elements:
  - parking infrastructure
  - transit hub building (YCAT Bus Stops)
  - Utilities
  - pedestrian amenities
- Approximately $2.5 M in park-specific amenities are excluded from the grant request and will be funded in the future though other sources.
- Similar projects awarded include Loveland, CO ($4M), South DeKalb, GA ($25M), and Antioch, TN ($5M) strengthening San Luis's competitive case.
- The proposed YCAT stops will enhance regional connectivity and serve both transit riders and POE pedestrian traffic, supporting long-term multimodal growth.



PARK AND RIDE & DOWNTOWN PLAZA COST ESTIMATES

PROJECT ACTIVITY	TOTAL	MATCH RATE	FEDERAL GRANT	LOCAL MATCH
PARKING LOTS	$1,600,626	80%	$1,280,501	$320,125
REMOVALS	$22,788	80%	$18,230	$4,558
WATER AND SEWER	$188,530	80%	$150,824	$37,706
ELECTRICAL AND PARKING LOT LIGHTING	$370,440	80%	$296,352	$74,088
BUILDINGS	$1,084,000	80%	$867,200	$216,800
SITE PREP	$172,247	80%	$137,797	$34,449
WALLS AND FENCING	$136,275	80%	$109,020	$27,255
CONCRETE AND WALKWAYS	$337,042	80%	$269,634	$67,408
LANDSCAPING, INERT GROUNDCOVERS, AND IRRIGATION	$469,264	80%	$375,411	$93,853
PLAZA LIGHTING	$41,100	80%	$32,880	$8,220
REDESIGN FOR TRANSIT INTEGRATION (1%)	$44,223	80%	$35,378	$8,845
CONSTUCTION ADMINISTRATION (5%)	$221,116	80%	$176,892	$44,223
CONTINGENCY/GENERAL CONDITIONS/FEES/TAX (20%)	$612,847	80%	$490,278	$122,569
TOTAL	**$5,300,498**		**$4,240,399**	**$1,060,100**

PARKING REVENUE FORCASTS

- Projected annual parking revenue ranges from $340K (low demand) to over $525K (high demand), depending on occupancy, permit use, and demand levels.
- Scenarios reflect conservative, moderate, and high-traffic assumptions based on local patterns, border activity, and pricing aligned to the City's pilot program.

VARIABLE	LOW DEMAND SCENARIO	MODERATE DEMAND SCENARIO	HIGH DEMAND SCENARIO	ESTIMATE SOURCE
Parking Stalls	475	475	475	2018 Downtown Parks and Parking Lots Master Plan
Daily Rates/Flat Fees	$3.00	$3.00	$3.00	Low Base Rate to kick off program
Average occupancy	60%	80%	90%	Small-city norms plus border considerations
Long-term permits	60 @ $40 mo	100 @ $40 mo	120 @ $40 mo	Weekend travelers, employers, farm-labor users
Revenue days	365	365	365	Continuous operation
Annual growth factor	2%	2%	2%	Inflation plus periodic rate tuning

REVENUE STREAM	LOW DEMAND SCENARIO	MODERATE DEMAND SCENARIO	HIGH DEMAND SCENARIO
HOURLY RATES	$312,075.00	$416,100.00	$468,112.50
LONG TERM PARKING	$28,800.00	$48,000.00	$57,600.00
YEARLY REVENUE	**$340,875.00**	**$464,100.00**	**$525,712.50**

TEN YEAR REVENUE FORCAST

The City's $1.06M local match for construction is projected to be recovered through parking revenues in:

- **Year 3 under Low Demand** ($1.038M by end of Year 3)
- **By mid-Year 3 under Moderate Demand** ($935K by end of Year 2, $1.05M by mid-Year 3)
- **Before end of Year 2 under High Demand** ($1.06M by end of Year 2)

YEAR	LOW DEMAND SCENARIO	MODERATE DEMAND SCENARIO	HIGH DEMAND SCENARIO
1	$340,875.00	$464,100.00	$525,712.50
2	$345,988.13	$471,061.50	$533,598.19
3	$351,177.95	$478,127.42	$541,602.16
4	$356,445.62	$485,299.33	$549,726.19
5	$361,792.30	$492,578.82	$557,972.09
6	$367,219.18	$499,967.51	$557,972.09
7	$372,727.47	$507,467.02	$557,972.09
8	$378,318.38	$515,079.02	$557,972.09
9	$383,993.16	$522,805.21	$557,972.09
10	$389,753.06	$530,647.29	$557,972.09
TOTAL 10 YEAR	**$3,648,290.25**	**$4,967,133.13**	**$5,498,471.55**

Questions?

FY 2025 Notice of Funding Opportunity: Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program

Date Posted: MAY 14, 2025
Date Closed: JULY 14, 2025
Opportunity IDs: FTA-2025-008-TPM-LWNO and FTA-2025-007-TPM-BUS
Grant Program: Low or No Emission Grant Program (Low-No Program) and Buses and Bus Facilities Competitive Program (Bus Program)
Opportunity Announcement PDF: https://www.govinfo.gov/content/pkg/FR-2025-05-15/pdf/2025-08571.pdf
Opportunity Announcement TXT: https://www.govinfo.gov/content/pkg/FR-2025-05-15/html/2025-08571.htm

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1) Basic Information

The Federal Transit Administration (FTA) announces the opportunity to apply for $1.1 billion in competitive grants for the fiscal year (FY) 2025 Low or No Emission Grant Program (Low-No Program) under Federal Assistance Listing Number 20.526 and approximately $398 million in competitive grants for the FY 2025 Grants for Buses and Bus Facilities Program (Bus Program) under Federal Assistance Listing Number 20.526.

- This is an initial announcement for the FY 2025 round of these programs.
- FTA is publishing a joint NOFO because these two programs have overlapping eligibilities and must be implemented on the same timeline (49 U.S.C. 5339).
- As required by Federal public transportation law:
    a. Low-No Program funds will be awarded competitively for the purchase or lease of buses that use low- or no-emission propulsion technologies, including related equipment or facilities.

b. Bus Program funds will be awarded competitively to purchase, rehabilitate, or lease buses and related equipment, and to construct, purchase, rehabilitate, or lease bus-related facilities.
c. Any zero-emission project or components of a zero-emission project must use 5 percent of Federal funds for workforce development, unless the applicant certifies less or no funding is needed for this purpose.

- Per statute, FTA will make selections for these programs within 75 days of the application due date.
- If more funding becomes available before projects are selected, FTA may award it under this NOFO.

Topic	Description
Prior Awards	**Low-No Program** • In FY 2024, the program received applications for 214 eligible projects requesting a total of $4.7 billion. • 62 projects were funded to 61 recipients totaling $1.1 billion. • Award sizes ranged from $1,215,776 to $99,499,531. **Bus Program** • In FY 2024, the program received applications for 263 eligible projects requesting a total of $4.4 billion. • 55 projects were funded to 47 recipients totaling $390 million. • Award sizes ranged from $131,168 to $26,880,000.
Dates	• Complete proposals must be submitted electronically through the Grants.gov Bus and Low-No pages' "APPLY" function by 11:59 pm Eastern time July 14, 2025.
Eligible Activities	**Low-No Program** • Eligible activities include capital projects to purchase or lease zero-emission or low-emission transit buses; and acquire, construct, rehabilitate, and lease required supporting facilities such as recharging, refueling, and maintenance facilities. **Bus Program** • Eligible activities include capital projects to purchase, lease, or rehabilitate buses and related equipment; and acquire, construct, lease, or rehabilitate bus-related facilities.
Application Instructions	• Instructions for applying can be found on FTA's website and in the "FIND" module of Grants.gov. • The Low-No Program funding opportunity ID is FTA-2025-008-TPM-LWNO.

	• The Bus Program funding opportunity ID is FTA-2025-007-TPM-BUS. • Mail and fax submissions will not be accepted.
For Further Information, Contact:	• Email Kirsten Wiard-Bauer, Office of Program Management, at FTALowNoBusNOFO@dot.gov.

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2) Eligibility

Topic	Description
Eligible Applicant Type	**Low-No Program** • Eligible recipients and subrecipients are designated recipients, states (including territories and Washington, D.C.), local government entities, and federally recognized Indian tribes. **Bus Program** • Eligible recipients are designated recipients, states (including territories and Washington, D.C.), local government entities, and federally recognized Indian tribes. Except for Indian tribes, eligible recipients must allocate funds to or operate fixed-route bus service. • Eligible subrecipients are all otherwise eligible recipients and private nonprofit organizations engaged in public transportation. Eligible subrecipients are not required to allocate funds to or operate fixed route bus service.
Additional Applicant Eligibility Requirements	• Applicants must have sufficient legal, financial, and technical capabilities to receive and administer Federal funds under this program. • Except for projects proposed by Indian tribes, all projects in rural areas (see 49 U.S.C. 5302(17)) must be submitted by a State either individually or as part of a consolidated State application. • States and other eligible applicants may also submit consolidated applications for projects in urbanized areas. The same project may not be submitted in multiple applications.

Eligible Projects	**Low-No Program**
	• Purchasing or leasing low-emission buses (See 49 U.S.C. 5339(c)(1)(E)), which include, but are not limited to:
	  ○ Propane buses
	  ○ CNG buses
	  ○ Hybrid-electric buses
	• Purchasing or leasing zero-emission buses, which include, but are not limited to:
	  ○ Hydrogen fuel-cell buses
	  ○ Battery-electric buses
	  ○ Rubber tire trolley buses powered by overhead catenaries
	• Acquiring low- or zero-emission buses with a leased power source.
	• Leasing, constructing, or rehabilitating public transportation facilities and related equipment to accommodate low- or zero-emission buses.
	
	Bus Program
	• Purchasing, leasing, or rehabilitating buses regardless of propulsion type or emissions.
	• Purchasing, leasing, rehabilitating, or constructing bus-related facilities and equipment, regardless of propulsion type or emissions.
	
	Both Programs
	• For low- and standard-emission projects, 0.5% of the Federal request may optionally be used for workforce development training (See 49 U.S.C. 5314(b)) and an additional 0.5% may optionally be used for training at the National Transit Institute (NTI) (See 49 U.S.C. 5314(c)).
	• 5% of the Federal request for zero-emission projects, or 5% of just the Federal request associated with the part of a project that is zero emission (zero-emission components) when the project contains both zero-emission and low- or standard propulsion types, must be used for workforce development.
	  ○ This is mandatory unless you certify in your application that less funding is needed to carry out your Zero-Emission Fleet Transition Plan. You must include an explanation of why less or no such funds are needed.
	  ○ These amounts should be budgeted in addition to, not as a take-down from, other eligible project expenses.
	  ▪ For example, if you include a Federal request of $3,000,000 for zero-emission vehicles and

	associated equipment, you should include an additional Federal request of $157,895 in the budget for workforce development expenses for a total Federal request of $3,157,895. (To calculate = $3,000,000/0.95) ▪ Local match must be adjusted accordingly, so that the Federal amount does not exceed the maximum Federal share (see below). o You must identify the proposed use of funds for these activities in the project proposal and identify them separately in the project budget. o Eligible workforce development activities include but are not limited to: retraining the existing workforce, registered apprenticeships, and other joint labor-management training programs. Activities should be outlined in your Zero-Emission Fleet Transition Plan. • Projects may include incidental costs, such as administration expenses, if the project includes and results in an eligible capital asset being leased, purchased, or built.
Additional Project Eligibility Information	• The development or deployment of prototype vehicles is not eligible. • All new transit bus models must successfully complete FTA bus testing in accordance with FTA's Bus Testing regulation (See 49 CFR part 665). • All buses must be procured from certified transit vehicle manufacturers in accordance with the Disadvantaged Business Enterprise (DBE) regulations (See 49 CFR part 26). • Proposals may contain projects to be implemented by the recipient or its subrecipients. • If a single project proposal involves multiple public transportation providers, such as when an agency acquires vehicles that will be operated by another agency, the proposal must include a statement detailing the role of each agency.
Cost Sharing	• In general, the maximum Federal share is 80%. There are two exceptions (See 49 U.S.C. 5323(i)): o The Federal share is 85% for transit buses that are compliant with the Clean Air Act or are accessible to people with disabilities. o The Federal share is 90% for equipment and components of facilities related to low- or zero-emission buses or are to make the facility accessible to people with disabilities. Applicants must itemize

	the cost of specific, discrete, equipment or facility components that perform these functions to be eligible for this higher Federal share. • More information about eligible sources of local match can be found in FTA Circular 9050.1A (urban applicants) and FTA Circular 9040.1H (rural applicants).
Other	**Low-No Program** • A minimum of 25% of awarded funds will go to low-emission projects that are not zero emission (see 49 U.S.C. 5339(c)(5)). **Bus Program** • A minimum of 15% of awarded funds will go to projects located in rural areas (see 49 U.S.C. 5339(b)(5)). • No single grant recipient will be awarded more than 10% of the amount made available (see 49 U.S.C. 5339(b)(8)). **Both Programs** • You may submit a project to both programs or to just one program. You are encouraged to submit projects under both programs when practicable. A project submitted to both programs must be eligible in its entirety under both programs, which means: o All buses must be low- or zero-emission and all facilities and equipment must directly support low- or zero-emission buses. o The full request or scalable amount must be no more than 10% of the funding available under the Bus Program. • If a project submitted under both programs is selected for funding, FTA will decide under which program the project is awarded. • If there are not enough eligible requests for either program's statutory set-aside and there are eligible applications submitted only to the other program, FTA may request additional information and consider the application under the other program. • FTA may cap the amount a single recipient or State may receive as part of the selection process for either program.

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3) Program Descriptions

Purpose, Program Goals and Objectives, and Legislative Authority

- This is a joint NOFO that announces the availability of FY 2025 funding for both the Low-No Program and the Bus Program.

- 49 U.S.C. 5339(c) authorizes FTA to competitively award Low-No Program grants to State (including territories and Washington, D.C.), local, and tribal governments for capital projects to purchase or lease zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities such as recharging, refueling, and maintenance facilities.

- 49 U.S.C. 5339(b) authorizes FTA to competitively award Bus Program grants to State (including territories and Washington, D.C.), local, and tribal governments that operate fixed-route bus services for capital projects to replace, rehabilitate, purchase, or lease buses and related equipment, or to rehabilitate, purchase, construct, or lease bus-related facilities.

- The Low-No Program and Bus Program goals are to enhance safety and renew our transit systems through the deployment of modern buses and associated equipment and facilities. The objective is to maximize benefits for families and communities by increasing access to jobs, healthcare facilities, recreational activities, and commercial activity.

Allowable and Unallowable Costs

- There is no minimum grant award amount.
- The maximum award amount under the Bus Program is 10% of the total available amount. There is no maximum award amount under the Low-No Program.
- Projects may be awarded less than the amount applied for.
- Refer to the table in Section 2, Eligibility, for information on activities that are allowable in these grant programs.
- Allowable direct and indirect expenses must be consistent with the Government-wide Uniform Administrative Requirements and Cost Principles (2 CFR 200) and the guidance in FTA Circular 5010.1F.

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4) Application Contents and Format

A complete proposal submission consists of two forms and any supporting attachments:

1) SF-424 Application for Federal Assistance
• Available at the Grants.gov Bus and Low-No pages • You must complete all sections of the SF-424 unless the form states a section is optional.
2) Supplemental Form for the FY 2025 Low-No and Bus Programs

• Available at the Grants.gov Bus and Low-No pages or the FTA website.
• You must attach the Supplemental Form and any supporting documents to the "Attachments" section of the SF-424.
  ○ If you are applying for a zero-emission project, you must attach the Zero-Emission Fleet Transition Plan.
  ○ You must describe and reference supporting documentation by file name in the Supplemental Form, or FTA may not review it.
• FTA will use the information entered into the Supplemental Form to evaluate the project and determine whether or not the proposal will be funded according to the selection criteria described in Section 6 (Application Review Information) below.
• You must complete all sections of the Supplemental Form unless the form states a section is optional.
• You will use the same Supplemental Form to apply to either program or both programs.
• If you are applying to both programs, you must submit the materials twice, once through each of the GRANTS.GOV opportunity IDs listed for the programs.
• Failure to submit the information as requested can delay review or disqualify the application.

Information required on the SF-424 and Supplemental Form, as indicated on each form, includes:

Topic	Description
Name	Name of Agency applying for funding.
UEI	Unique Entity ID (UEI) assigned by SAM.gov.
Contact	Contact information, including contact name, title, address, phone number, and email address.
District	Congressional district(s) where project will take place.

The Supplemental Form also requires the following information:

Topic	Description
Description of Transit Service Provided and Area Served	Describe the transit service and coverage area.
Project Title	A brief descriptive title of the project.
Project Executive Summary	A short paragraph describing the proposed project.
Project Type	Select project type (e.g., vehicle, facility, and/or equipment) and propulsion type (e.g., zero, low, or standard emission).
Evaluation Review Criteria	The form includes text boxes for you to address each of the evaluation review criteria identified in Section 6 (Application Review Information).

Additional details about how to fill out the SF-424 and Supplemental Form are available at the Grants.gov Bus and Low-No pages.

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5) Submission Requirements and Deadlines

How to Obtain Forms

- Visit Grants.gov Bus and Low-No pages.
- The Supplemental Form is also available here and on Grants.Gov.

Application Deadline and How to Submit

Submission Requirements

Project proposals must be submitted through Grants.gov by 11:59 p.m. Eastern time on July 14, 2025.

- Proposals submitted after the deadline will only be considered under extraordinary circumstances not under the applicant's control.
- Applications are time and date stamped by Grants.gov upon successful submission.
- Mail and fax submissions will not be accepted.

Submission Confirmation

Within 48 hours after submitting an electronic application, you should receive an email confirmation message from Grants.gov that the application has been received by Grants.gov and sent to the "receiving agency". FTA is the receiving agency for this NOFO.

- If you receive a rejection email from Grants.gov or FTA indicating the application is incomplete, then you must fix the application and resubmit it before the submission deadline. FTA's rejection email will come from the email address "noreplyFACES".
- To avoid processing errors when re-submitting, you must include all original attachments (even if only some of them were updated) and you must check the resubmission box on the updated Supplemental Form.

Submission Tips
• Register on the Grants.gov website well before the application deadline. Grants.gov registration is a multi-step process that may take several weeks to complete. • If you have already registered in Grants.gov, you may still need to update your registration before you can apply. • FTA strongly recommends you submit your proposal at least 72 hours before the due date. This allows time to correct any submission problems. • Our system cannot accept Supplemental Forms that are: 1) scanned, a "print" to PDF, or a converted version using another text editor, etc.; or 2) from prior years. Use this year's form and fill it out on your computer. • You can find more information on how to navigate Grants.gov on DOT Navigator.

Unique Entity Identifier and System for Award Management (SAM)

You are required to:

1. Be registered in SAM before submitting an application;
2. Provide a valid unique entity identifier in its application; and
3. Continue to maintain an active SAM registration with current information at all times when you are applying for a grant or have an active grant from a Federal Agency.

SAM Tips
• SAM registration usually takes about 3-5 business days. • However, FTA recommends allowing several weeks for the registration process because there could be unexpected delays (such as needing to get an Employer Identification Number). • For additional information on obtaining a unique entity identifier, please visit SAM.gov.

Intergovernmental Review

This program is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs".

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6) Application Review Information

Responsiveness Review

FTA will reject any applications from ineligible applicants or for ineligible projects. Also see Section 2, Eligibility, above.

Review Criteria

FTA will evaluate applications using the criteria below.

- Projects will be rated based on the information provided in the Supplemental Form. Additional information may also be provided as attachments to support the responses in the Supplemental Form.
- Any additional documentation must be directly referenced on the Supplemental Form, including the file name and page number where the additional information can be found.
- Indian tribes requesting less than $1 million in Federal funds only need to provide complete narrative responses to the Demonstration of Need and Local Financial Commitment criteria. They must also provide a partial response to the Project Implementation Strategy criterion, consisting of a project timeline and (if applicable) a discussion of their proposed partner's qualifications.
- All applicants proposing a zero-emission project, including tribes requesting less than $1 million, are required by law to submit a Zero-Emission Fleet Transition Plan.

Evaluation Criteria	To address each criterion, you should:
Demonstration of Need	**Vehicle Projects** • For replacement requests: Describe the age, condition, and performance of the vehicles the project would replace. Replaced vehicles must have met their minimum useful life at the time of project completion. • For fleet expansion requests: Describe the service expansion and how it benefits transit riders and the community. • Address how the project conforms to FTA's spare ratio guidelines. If you are adding zero-emission vehicles to your fleet, you may move vehicles that have met their minimum useful life to your contingency fleet. Contingency fleets are not included in the spare ratio calculation. • If you need to exceed the spare ratio for a temporary period, work with your FTA Regional Office to determine what flexibilities may be available to you. Include reference to any Regional Office guidance in your application.

	Facility and Equipment Projects • For replacement or rehabilitation requests: Describe the age and condition of the existing asset relative to its minimum useful life. • For expansion requests: Describe the new or expanded facility or equipment and how it benefits transit riders and the community.

Demonstration of Benefits	**Low-No Program**
	• Describe how the project will support the program's statutory objectives to:
	  ○ Reduce energy consumption,
	  ○ Reduce harmful emissions, and
	  ○ Reduce direct carbon emissions.
	• Describe reductions compared to standard buses and facilities or other low or no emission buses and facilities (see 49 U.S.C. 5339(c)(5)(A)).
	
	Bus Program
	• Describe how the project will support the program's goals to:
	  ○ Improve or modernize system condition. Describe benefits such as:
	  ▪ Reduced breakdowns and service interruptions,
	  ▪ Increased service performance; or
	  ▪ Reduced maintenance costs.
	  ○ Improve safety. Describe benefits such as:
	  ▪ Reduced frequency of safety events; or
	  ▪ Improved outcomes of safety events.
	  ○ Enhance access and mobility. Describe benefits such as:
	  ▪ Improved headways and reliability;
	  ▪ Creation of new transportation choices; or
	  ▪ Elimination of gaps in the current route network.
	• For each benefit your project would provide, include relevant documentation such as vehicle or facility age and condition, safety event outcomes, or route planning proposals showing ridership demand or indicators like area population density, and existing and planned affordable housing in the corridor.
	
	Both Programs
	• If you apply to both programs, you must address the requirements of both programs as described above.

Planning and Local or Regional Prioritization	• Describe how the project is consistent with local and regional long-range planning documents and local government priorities. You may support your application by:
	  ○ Submitting copies of relevant planning document pages;
	  ○ Submitting letters of support for the project from local government officials, public agencies, or non-profit or private sector supporters; or
	  ○ Demonstrating how the proposed project will address local and regional planning priorities by improving overall system performance, asset management performance, or other specific performance measures that you track and monitor.
	• If you request zero-emission vehicles, or facilities and equipment that directly support zero-emission vehicles, you are required by law to submit a Zero-Emission Fleet Transition Plan (See 49 U.S.C. 5339(c)(3)(D)). This includes tribes that are requesting less than $1 million.
	  ○ The plan must be a separate document from other local or regional planning documents and must include all six plan components defined in statute.
	  ○ FTA has developed resources for applicants regarding the development of this plan. Plans do not need to be complex and should be tailored as needed.
	  ○ State departments of transportation may provide a plan that covers multiple subrecipients, attach individual plans developed by each subrecipient, or a combination of both.

Local Financial Commitment	• Identify the amount and source of the local cost share. Describe if local funds are currently available for the project or will need to be secured after the project is selected for funding. • Submit evidence of local funds commitment and when the funds will be available. For example, include a board resolution, letter of financial support from the State, or a budget document highlighting the line item or section committing funds to the proposed project. • Identify other Federal funds you are applying for or have been awarded, if any, that you intend to use for the project. • FTA will favorably view projects that use grant funds only for the incremental cost of new technologies over the cost of replacing vehicles with standard propulsion technologies. • If the project is scalable, include the minimum funding amount required for a viable project and explain how a reduced award would affect the project.

Project Implementation Strategy	• Include a detailed and reasonable implementation schedule that includes:
	  ○ Grant obligation. FTA will rate projects higher if the grant can be obligated within 12 months of the project selection announcement.
	  ○ Design. Note any already completed design work that will allow for quicker implementation.
	  ○ Procurement and construction phases.
	  ○ Metropolitan Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments to include the proposed project.
	  ○ Environmental review. Note if the project qualifies for a Categorical Exclusion under the National Environmental Policy Act (NEPA).
	• If the project requires formal coordination, approvals, or permits, you must demonstrate coordination and support with other agencies and project partners, such as through letters of support.
	• If a low- or zero-emission project is submitted under both programs or just the Low-No Program, you may include named partnerships with other entities. If naming a project partner, describe the experience, capacity, and qualifications of the named partner to successfully implement the project.
	  ○ These entities may include, but are not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, and project consultants.
	  ○ If selected for funding, projects with named partnerships will satisfy the requirement for a competitive procurement under 49 U.S.C. 5325(a) for the named entities.
	  ○ Any partnership changes will require FTA written approval, must be consistent with the scope of the project, and may necessitate a competitive procurement (see 49 U.S.C. 5339(b)(10), (c)(8)).
	  ○ Entities not named in the application must be selected through standard competitive procurement processes.

Technical, Legal, and Financial Capacity	• Describe your technical, legal, and financial capacity to undertake the project. • Explain your ability to carry out the proposed project successfully (for example, adequate staffing levels or similar projects that have been carried out successfully). • Explain if you have any outstanding legal, technical, or financial compliance issues from an FTA compliance review or

	FTA grant-related Single Audit finding. As relevant, explain how corrective actions will mitigate negative impacts on the proposed project.

Review and Selection Process

An evaluation committee will rate applications based on how well they respond to the evaluation criteria above. FTA may contact you for additional information or clarification about your application. Applications will be rated as Highly Recommended, Recommended, or Not Recommended. After considering the findings of the evaluation committee, the FTA Administrator will determine the final selection and amount of funding for each project.

As part of the selection process, the Administrator may also consider:

- Geographic diversity;
- Diversity in the size of the transit systems receiving funding;
- Propulsion types receiving funding;
- Whether an applicant is from an urban, small urban, or rural area or is a tribal government; and
- If the applicant has received other Federal transit funds and the management of those funds.

Within the Low-No Program, FTA intends to prioritize low-emission projects over zero-emission projects, to the maximum extent permitted by law.

The Department also intends to apply principles from DOT Order 2100.7, Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities when evaluating applications and making award selections. To the maximum extent permitted by law, FTA will prioritize projects that are in alignment with the principles outlined in DOT Order 2100.7.

Additional considerations include the following and should be addressed in the Supplemental Form:

Topic	Description
Opportunity Zone	To receive credit, you must: • Identify whether the project is located in or supports public transportation service in one or more qualified opportunity zones designated pursuant to 26 U.S.C. 1400Z-1; • Identify the Census Tract Numbers of the opportunity zones at the time of designation (Internal Revenue Service (IRS) Notice 2018-48). The 2020 Census did not impact the boundaries of opportunity zones. More information and a link to a map of Opportunity Zones can be found on the IRS Opportunity Zone website; and

	• Describe how the proposed project will impact the opportunity zones.
Cost-Effective Vehicle Procurements	For vehicle projects only. To receive credit, you must: • Commit to procuring vehicles from a state schedule without selecting customization options; or • Commit to participating in a joint procurement with at least three total transit agencies using a common specification; or • For low- or zero-emission projects that identify a partnership with a vehicle manufacturer, commit to buying a standard vehicle model without customizations. Include a letter from the manufacturer that confirms this.
Strengthen U.S. Vehicle Manufacturing Industry	For vehicle projects only. To receive credit, you must: • Commit to using advance payments or progress payments; and • Describe how contracting terms will expedite payments to vehicle original equipment manufacturers.
Benefits for Families and Communities	To receive credit, you must: • Describe how the project will improve the accessibility of transportation to families with young children, to include improved access to jobs, healthcare facilities, recreational activities, and commercial activity. Describe how the project will improve the quality of life, raise the standard of living, or enable fuller participation in the economy by families.
Buy America	To receive credit, you must: • Assure that your project will not request a waiver of any domestic preference requirement. FTA's Buy America (49 U.S.C. 5323(j)) and the Build America, Buy America Act (Pub. L. 117-58, §§ 70901 – 70927) require all steel, iron, manufactured products, and construction materials used in a project to be produced in the United States, unless a waiver applies. • If your project will require a waiver under 49 U.S.C. 5323(j)(2)(A)-(B), or (D) (other than waivers the U.S. Department of Transportation or FTA already have provided), identify in your application the items that will need a waiver. You should not anticipate waivers will be granted. Applications for projects that require waivers will receive lower priority than applications that do not require waivers.

FTA intends to fund as many projects as possible. Applicants may receive less than the amount originally requested. In those cases, applicants must show that the proposed project or subset of proposed activities can still be completed with the amount awarded.

Risk Review

- FTA analyzes risk for all recipients through the Financial Commitment and Capacity Evaluation criterion described above.
- Before making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, FTA must review and consider any information about the applicant that is in the Responsibility/Qualification records available in SAM.gov (see 41 U.S.C. 2313).
- You can review and comment on any information in the Responsibility/Qualification records available in SAM.gov.
- Before making decisions in the risk review required by 2 CFR 200.206, FTA will consider any comments by the applicant, along with information available in the Responsibility/Qualification records in SAM.gov.

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7) Award Notices

How Project Selections Are Announced

FTA will publish a list of the selected projects, including Federal dollar amounts, award recipients, and discretionary IDs associated with the projects, on the Low-No Program and Bus Program websites and in the Federal Register.

- Discretionary IDs are used to track competitive awards in FTA's grant management system.
- FTA does not notify unsuccessful applicants separately. If you are unsuccessful, you may request an application debrief within a certain timeframe after project selections are posted. See the Implementation Guidance document that will be published on FTA's website after selections are announced for details.

Pre-Award Costs

If you are selected for an award, FTA authorizes you to incur costs for project expenses beginning after your selection is announced, but before a grant award is formally executed in FTA's Transit Award Management System (TrAMS). These are called "pre-award" costs.

- Pre-award costs are incurred at the recipient's own risk and Federal requirements must be met for future reimbursement.
- Project costs incurred before project selections are announced are not eligible for reimbursement.
- Funds must be used only for the specific purposes requested in the application and described in the resulting award.
- Applicants are encouraged to discuss use of pre-award authority with their FTA Regional Office.

For more information about FTA's policy on pre-award authority, please see the most recent Apportionment Notice.

How Funds Are Obligated

If selected, you will apply for a grant through TrAMS. The appropriate FTA Regional Office will award the grant in TrAMS, obligating the funds.

Applicant Certification

The applicant assures and certifies, with respect to any application and awarded Project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds and will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

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8) Post-Award Requirements and Administration

Administrative and National Policy Requirements

- Except as otherwise provided in this NOFO, Low-No Program and Bus Program grants are subject to the requirements of 49 U.S.C. 5339 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200.
- Recipients of funding in urban areas are subject to the grant requirements of the Urbanized Area Formula Grants program (49 U.S.C. 5307). For guidance on these requirements, refer to FTA Circular "Urbanized Areas Formula Grant Programs Guidance" (FTA Circular 9050.1A).
- Recipients of funding in rural areas are subject to the grant requirements of the Formula Grants for Rural Areas Program (49 U.S.C. 5311). For guidance on these requirements, refer to FTA Circular "Formula Grants for Rural Areas: Program Guidance and Application Instructions" (FTA Circular 9040.1H).
- All recipients must follow applicable award management requirements. For guidance on these requirements refer to FTA Circular, "Award Management Requirements" (FTA Circular 5010.1F).
- Awards will incorporate by reference the terms of FTA's most recent Master Agreement.
- As a condition of award, a recipient must have completed FTA's most recent Certifications and Assurances.
    - Applicants for the Bus Program are encouraged to utilize the innovative procurement practices found in Section 3019 of the Fixing America's Surface Transportation Act (49 U.S.C. 5325, note). If selected for funding, any project that purchases fewer than five buses through a standalone procurement must provide a written explanation why the tools authorized under Section 3019 were not utilized.

Reporting Requirements

Post-award reporting requirements include submitting Federal Financial Reports (FFR) and Milestone Progress Reports (MPR) in TrAMS, and FTA's National Transit Database (NTD) reporting (see FTA Circular 9050.1A and FTA Circular 9040.1H). Applicants should include any goals, targets, and indicators referenced in their application for the project in the Executive Summary of the TrAMS application.

As part of completing the annual Certifications and Assurances required of FTA grant recipients, a successful applicant must report on the suspension or debarment status of its organization and principals. If a recipient's active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceed $10,000,000 for any period of time during the period of performance of an award made pursuant to this Notice, the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings is current and complete. This requirement is in addition to the requirement that an applicant maintain an active SAM registration.

For more information on these reporting requirements, please see 2 CFR Part 200, Appendix XII).

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PARK AND RIDE & DOWNTOWN PLAZA COST ESTIMATES

PROJECT ACTIVITY	TOTAL	MATCH RATE	FEDERAL GRA	LOCAL MATCH
PARKING LOTS	$1,600,626	80%	$1,280,501	$320,125
REMOVALS	$22,788	80%	$18,230	$4,558
WATER AND SEWER	$188,530	80%	$150,824	$37,706
ELECTRICAL AND PARKING LOT LIGHTING	$370,440	80%	$296,352	$74,088
BUILDINGS	$1,084,000	80%	$867,200	$216,800
SITE PREP	$172,247	80%	$137,797	$34,449
WALLS AND FENCING	$136,275	80%	$109,020	$27,255
CONCRETE AND WALKWAYS	$337,042	80%	$269,634	$67,408
LANDSCAPING, INERT GROUNDCOVERS, AND IRRIGATION	$469,264	80%	$375,411	$93,853
PLAZA LIGHTING	$41,100	80%	$32,880	$8,220
REDESIGN FOR BUS STOP LOCATIONS (1%)***	$44,223	80%	$35,378	$8,845
CONSTUCTION ADMINISTRATION (5%)	$221,116	80%	$176,892	$44,223
CONTINGENCY/GENERAL CONDITIONS/FEES/TAX (20%)	$612,847	80%	$490,278	$122,569
TOTAL	**$5,300,498**		**$4,240,399**	**$1,060,100**

PARK AND RIDE COST ESTIMATES

PARKING LOTS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
GRADING FOR PAVEMENT	21355	sy	$4.00	$85,420
PAVEMENT STRUCTURAL SECTION No. 1	20851	sy	$40.00	$834,040
PAVEMENT STRUCTURAL SECTION No. 2	514	sy	$50.00	$25,700
6" VERTICAL CURB	8241	lf	$12.00	$98,892
VERTICAL CURB AND GUTTER	629	lf	$17.00	$10,693
CONCRETE SIDEWALK	13914	sf	$7.00	$97,398
SIDEWALK RAMP	1250	sf	$12.00	$15,000
VALLEY GUTTER	5542	sf	$14.00	$77,588
SPEED TABLE	4837	sf	$16.00	$77,392
DRIVEWAY (CITY OF YUMA STD. 3-105)	1122	sf	$14.00	$15,708
SIDEWALK RAMP (DETAIL 3-D2)	255	sf	$12.00	$3,060
KEYSTONE RETAINING WALL	1	ls	$80,000.00	$80,000
CONCRETE WALKING PATH	7543	sf	$9.00	$67,887
SIDEWALK RAMP (STRAIGHT SECTION)	94	sf	$12.00	$1,128
12" Ø SDR-35 PVC PIPE	390	lf	$90.00	$35,100
OUTLET HEADWALL	12	ea	$60.00	$720
PAVEMENT MARKINGS – ANY TYPE	1	ls	$38,000.00	$38,000
ADJUST EXISTING SANITARY SEWER MANHOLE	2	ea	$12,000.00	$24,000
2' WIDE SPILLWAY	5	ea	$600.00	$3,000
4' WIDE SPILLWAY	7	ea	$1,200.00	$8,400
5' WIDE SPILLWAY	1	ea	$1,500.00	$1,500
TOTAL				**$1,600,626**

REMOVALS	QUANTITY	UNIT	UNIT PRICE	TOTAL
REMOVE EXISTING ASPHALT (ANY THICKNESS)	1679	sy	$5.00	$8,395
REMOVE EXISTING CONCRETE CURB (ANY TYPE)	1459	lf	$3.00	$4,377
REMOVE EXISTING CONCRETE SIDEWALK AND FLATWORK	501	sy	$4.00	$2,004
REMOVE AND SALVAGE EXISTING STREET SIGN	10	ea	$100.00	$1,000
REMOVE AND RELOCATE EXISTING CHAIN LINK FENCE	502	lf	$6.00	$3,012
REMOVE AND RELOCATE EXISTING STREET SIGN	1	ea	$200.00	$200
REMOVE AND SALVAGE EXISTING BARRICADE	1	ls	$800.00	$800
REMOVE EXISTING BUILDING AND CANOPY	2	ea	$1,500.00	$3,000
TOTAL				**$22,788**

WATER AND SEWER	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
8-INCH C-900 PVC WATER LINE	416	lf	$80.00	$33,280
8-INCH GATE VALVE WITH VALVE BOX AND COVER	0	ea	$3,000.00	$0
8" × 10" TAPPING SLEEVE WITH VALVE	2	ea	$4,000.00	$8,000
8" × 6" REDUCER	2	ea	$2,000.00	$4,000
6-INCH C-900 PVC WATER LINE	581	lf	$60.00	$34,860
6-INCH GATE VALVE WITH VALVE BOX AND COVER	2	ea	$2,500.00	$5,000
6" × 10" TAPPING SLEEVE WITH VALVE	0	ea	$3,500.00	$0
FIRE HYDRANT — CITY OF YUMA STD. S-155	5	ea	$5,000.00	$25,000
2-INCH WATER SERVICE WITH METER & BFP	6	ea	$2,500.00	$15,000
3-INCH WATER SERVICE WITH METER & BFP	1	ea	$4,000.00	$4,000
POLYMER SEWER MANHOLE	3	ea	$9,000.00	$27,000
6-INCH DIA. SDR-35 PVC SEWER LINE	399	lf	$50.00	$19,950
4-INCH DIA. SDR-35 PVC SEWER LINE	281	lf	$40.00	$11,240
4-INCH SEWER CLEANOUT	2	ea	$600.00	$1,200
TOTAL				**$188,530**

ELECTRICAL AND PARKING LOT LIGHTING	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
40' STREET LIGHT	4	lf	$4,000.00	$16,000
40' STREET LIGHT WITH PARK LIGHTING	10	ea	$4,500.00	$45,000
PARKING LOT LIGHT – SINGLE	28	ea	$3,500.00	$98,000
PARKING LOT LIGHT – DOUBLE	10	lf	$4,000.00	$40,000
CONNECTION, WIRE, CONDUIT, TRENCHING	5,430	lf	$8.00	$43,440
INSTALL SES AND PANELS AND PANELS	4	ea	$32,000.00	$128,000
TOTAL				**$370,440**

DOWNTOWN PLAZA COST ESTIMATES

TRANSIT BUILDINGS	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
CESAR CHAVEZ TRANSIT HUB AND TRANSFER CENTER	1	$250,000.00	$250,000
MAIN STREET TRANSIT STATION/POLICE SUBSTATION	1	$750,000.00	$750,000
BUS SHELTERS AND SHADE STURCTURES	3	$28,000.00	$84,000
TOTAL			**$1,084,000**

SITE PREP	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
MISC DEMO AND REMOVAL	1	$40,000.00	$40,000
ROUGH GRADING/SITE PREP	122,130	$0.65	$79,385
CUT/FILL ONSITE	473	$7.00	$3,311
IMPORT FILL	691	$9.00	$6,219
FINE GRADING	96,294	$0.45	$43,332
TOTAL			**$172,247**

WALLS AND FENCING	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
CMU WALL SEATING WITH CAP	24	$250.00	$6,000
CMU PERIMETER WALL W/ STEEL POST SEGMENTS	579	$225.00	$130,275
TOTAL			**$136,275**

CONCRETE AND WALKWAYS	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
CONCRETE TYPE 1	18,435	$6.50	$119,828
CONCRETE TYPE 2	24,246	$6.55	$158,811
6" CONCRETE HEADER CURB	1,145	$17.00	$19,465
ASPHALT PATH	8,653	$4.50	$38,939
TOTAL			**$337,042**

LANDSCAPING, INERT GROUNDCOVERS, AND IRRIGATION	QUANTITY	UNIT PRICE	TOTAL PRICE
TURF GRASS	25,836	$1.20	$31,003
24" BOX TREES	132	$500.00	$66,000
DECOMPOSED GRANITE 3/4"	96,294	$0.68	$65,480
STABILIZED DECOMPOSED GRANITE 1/4" SCREENED	12,540	$0.85	$10,659
3"-8" RIP RAP AT SWALE	12,956	$5.00	$64,780
DRIP IRRIGATION	96,294	$2.00	$192,588
TURF IRRIGATION	25,836	$1.50	$38,754
TOTAL			**$469,264**

LIGHTING	QUANTITY	UNIT PRICE	TOTAL PRICE
FESTOON LIGHTS	825	$48.00	$39,600
CONNECTION, WIRE, CONDUIT, TRENCHING	250	$6.00	$1,500
TOTAL			**$41,100**

VARIABLE	LOW DEMAND SCENARIO	MODERATE DEMAND SCENARIO	HIGH DEMAND SCENARIO	ESTIMATE SOURCE
Parking Stalls	475	475	475	2018 Downtown Parks and Parking Lots Master Plan
Daily Rates/Flat Fees	$3.00	$3.00	$3.00	Matches Main St. pay-by-plate pilot program
Average occupancy	60%	80%	90%	Small-city norms plus border considerations
Long-term permits	60 @ $40 mo	100 @ $40 mo	120 @ $40 mo	Weekend travelers, employers, farm-labor users
Revenue days	365	365	365	Continuous operation
Annual growth factor	2%	2%	2%	Inflation plus periodic rate tuning

REVENUE STREAM	LOW DEMAND SCENARIO	MODERATE DEMAND SCENARIO	HIGH DEMAND SCENARIO
HOURLY RATES	$312,075.00	$416,100.00	$468,112.50
LONG TERM PARKING	$28,800.00	$48,000.00	$57,600.00
TOTAL REVENUE	**$340,875.00**	**$464,100.00**	**$525,712.50**

YEAR	LOW DEMAND SCENARIO	MODERATE DEMAND SCENARIO	HIGH DEMAND SCENARIO
1	$340,875.00	$464,100.00	$525,712.50
2	$345,988.13	$471,061.50	$533,598.19
3	$351,177.95	$478,127.42	$541,602.16
4	$356,445.62	$485,299.33	$549,726.19
5	$361,792.30	$492,578.82	$557,972.09
6	$367,219.18	$499,967.51	$557,972.09
7	$372,727.47	$507,467.02	$557,972.09
8	$378,318.38	$515,079.02	$557,972.09
9	$383,993.16	$522,805.21	$557,972.09
10	$389,753.06	$530,647.29	$557,972.09
TOTAL 10 YEAR	**$3,648,290.25**	**$4,967,133.13**	**$5,498,471.55**

CITY OF SAN LUIS DOWNTOWN PLAZA AND PARKING LOTS

SAN LUIS, AZ

ESTIMATE OF PROBABLE COST ***July 24, 2024***

SUMMARY OF COSTS

ITEM	ESTIMATED COSTS
REMOVALS	$22,788
PARKING LOTS	$1,585,506
WATER AND SEWER	$188,530
ELECTRICAL AND PARKING LOT LIGHTING	$370,440
PARK SITE ELEMENTS	$2,076,537
PARK SITE AMENITIES	$1,226,246
PARK AND PARKING LOTS LANDSCAPE	$660,166
PARK LIGHTING	$41,100
SUBTOTAL	**$6,171,313**
CONTINGENCY/GENERAL CONDITIONS/FEES/TAX (20%)	$1,234,263
TOTAL ESTIMATED COSTS	**$7,405,575**

CITY OF SAN LUIS DOWNTOWN PLAZA AND PARKING LOTS

LANDSCAPE, IRRIGATION AND STRUCTURE COSTS

SAN LUIS, AZ

ESTIMATE OF PROBABLE COST ***July 24, 2024***

SITE ELEMENTS

SITE PREP	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
MISC DEMO AND REMOVAL	1	ls	$40,000.00	$40,000
ROUGH GRADING/SITE PREP	122,130	sf	$0.65	$79,385
CUT/FILL ONSITE	473	cy	$7.00	$3,311
IMPORT FILL	691	cy	$9.00	$6,219
FINE GRADING	96,294	sf	$0.45	$43,332
				$172,247
WALLS AND FENCING	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
CMU WALL SEATING WITH CAP	24	lf	$250.00	$6,000
CMU PERIMETER WALL WITH STEEL POST SEGMENTS	579	lf	$225.00	$130,275
				$136,275
CONCRETE AND WALKWAYS	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
CONCRETE TYPE 1	18,435	sf	$6.50	$119,828
CONCRETE TYPE 2	24,436	sf	$6.50	$158,834
6" CONCRETE HEADER CURB	1,145	lf	$17.00	$19,465
AMPHITHEATER PLANTERS AND STEPS	1	ls	$90,000.00	$90,000
PERFORMANCE STAGE WITH STEPS AND HANDRAILS - CONCRETE	3,575	sf	$7.25	$25,919
PERFORMANCE STAGE HALF CIRCLE - CONCRETE	1,771	sf	$7.00	$12,397
PERFORMANCE STAGE - CONCRETE	1,662	sf	$7.00	$11,634
ASPHALT PATH	6,653	sf	$4.50	$29,939
				$468,015
BUILDINGS	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
RESTROOM FACILITY	2	ls	$275,000.00	$550,000
POLICE SUBSTATION / RESTROOM COMBO	1	ls	$750,000.00	$750,000
				$1,300,000
SITE ELEMENTS TOTAL				**$2,076,537**

SITE AMENITIES

SITE AMENITIES	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
BENCH	25	ea	$2,310.10	$57,753
CHESS TABLE WITH STOOLS	6	ea	$5,500.00	$33,000
PICNIC TABLE	14	ea	$7,812.37	$109,373
ACCESSIBLE PICNIC TABLE	7	ea	$7,499.04	$52,493
CAFÉ TABLE	9	ea	$1,053.00	$9,477
CAFÉ TABLE WITH ACCESSIBLE OPTION	4	ea	$916.50	$3,666
SMALL SHADE STRUCTURE (15' x 20')	4	ea	$62,400.00	$249,600
SMALL SHADE STRUCTURE (16' x 30')	2	ea	$38,941.00	$77,882
LARGE SHADE STRUCTURE (20' x 30')	3	ea	$67,333.00	$201,999
FABRIC SHADE STRUCTURE	2	ea	$88,000.00	$176,000
TRASH RECEPTABLE	20	ea	$2,304.90	$46,098

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CITY OF SAN LUIS DOWNTOWN PLAZA AND PARKING LOTS

LANDSCAPE, IRRIGATION AND STRUCTURE COSTS

SAN LUIS, AZ

ESTIMATE OF PROBABLE COST ***July 24, 2024***

PET WASTE STATION	4	ea	$615.00	$2,460
BIKE RACK	8	ea	$500.00	$4,000
REMOVABLE LOCKABLE BOLLARD	8	ea	$1,727.00	$13,816
5' ROUND TREE GRATES IN CONCRETE	4	ea	$3,471.00	$13,884
SPLASH PAD FOUNTAINS / UTILITIES / PIPING	1	ls	$150,000.00	$150,000
SPLASH PAD SURFACING	707	sf	$35.00	$24,745
				$1,226,246
SITE AMENITIES TOTAL				**$1,226,246**

LANDSCAPE

PLANTS	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
TURF GRASS	25,836	sf	$1.20	$31,003
24" BOX TREES	132	ea	$500.00	$66,000
12' CT DATE PALM	32	ea	$5,000.00	$160,000
5 GALLON SHRUBS	522	ea	$41.00	$21,402
				$278,405
INERT GROUNDCOVERS	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
DECOMPOSED GRANITE 3/4"	96,294	sf	$0.68	$65,480
STABILIZED DECOMPOSED GRANITE 1/4" SCREENED	12,540	sf	$0.85	$10,659
3"-8" RIP RAP AT SWALE	12,956	sf	$5.00	$64,780
BOULDER 2'X2'X2'	3	ea	$450.00	$1,350
BOULDER 3'X3'X3'	5	ea	$750.00	$3,750
BOULDER 4'X4'X4'	4	ea	$1,100.00	$4,400
				$150,419
IRRIGATION	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
DRIP IRRIGATION	96,294	sf	$2.00	$192,588
TURF IRRIGATION	25,836	sf	$1.50	$38,754
				$231,342
LANDSCAPE TOTAL				**$660,166**

LIGHTING

ELECTRICAL & LIGHTING	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
FESTOON LIGHTS	825	lf	$48.00	$39,600
CONNECTION, WIRE, CONDUIT, TRENCHING	250	lf	$6.00	$1,500
				$41,100
LIGHTING TOTAL				**$41,100**

SAN LUIS DOWNTOWN PARKS SUBTOTAL	**$4,004,049**
CONTINGENCY/GENERAL CONDITIONS/FEES/TAX (20%)	$800,810
SAN LUIS DOWNTOWN PARKS TOTAL	**$4,804,858**

Notes:

1. Estimate does not include parking area. It does include landscaped areas within the parking lots.

CITY OF SAN LUIS DOWNTOWN PLAZA AND PARKING LOTS

PARKING LOTS AND SITE ELECTRICAL

SAN LUIS, AZ

ESTIMATE OF PROBABLE COST ***July 24, 2024***

REMOVALS	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
REMOVE EXISTING ASPHALT (ANY THICKNESS)	1679	sy	$5.00	$8,395
REMOVE EXISTING CONCRETE CURB (ANY TYPE)	1459	lf	$3.00	$4,377
REMOVE EXISTING CONCRETE SIDEWALK AND FLATWORK	501	sy	$4.00	$2,004
REMOVE AND SALVAGE EXISTING STREET SIGN	10	ea	$100.00	$1,000
REMOVE AND RELOCATE EXISTING CHAIN LINK FENCE	502	lf	$6.00	$3,012
REMOVE AND RELOCATE EXISTING STREET SIGN	1	ea	$200.00	$200
REMOVE AND SALVAGE EXISTING BARRICADE	1	ls	$800.00	$800
REMOVE EXISTING BUILDING AND CANOPY	2	ea	$1,500.00	$3,000
				$22,788

PARKING LOTS	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
GRADING FOR PAVEMENT	21355	sy	$4.00	$85,420
PAVEMENT STRUCTURAL SECTION No. 1	20851	sy	$40.00	$834,040
PAVEMENT STRUCTURAL SECTION No. 2	514	sy	$50.00	$25,700
6" VERTICAL CURB	8241	lf	$12.00	$98,892
VERTICAL CURB AND GUTTER	629	lf	$17.00	$10,693
CONCRETE SIDEWALK	13914	sf	$7.00	$97,398
SIDEWALK RAMP	1250	sf	$12.00	$15,000
VALLEY GUTTER	5542	sf	$14.00	$77,588
SPEED TABLE	4837	sf	$16.00	$77,392
DRIVEWAY (CITY OF YUMA STD. 3-105)	1122	sf	$14.00	$15,708
SIDEWALK RAMP (DETAIL 3-D2)	255	sf	$12.00	$3,060
KEYSTONE RETAINING WALL	1	ls	$80,000.00	$80,000
CONCRETE WALKING PATH	7543	sf	$9.00	$67,887
SIDEWALK RAMP (STRAIGHT SECTION)	94	sf	$12.00	$1,128
12"Ø SDR-35 PVC PIPE	390	lf	$90.00	$35,100
OUTLET HEADWALL	12	ea	$600.00	$7,200
PAVEMENT MARKINGS - ANY TYPE	1	ls	$38,000.00	$38,000
ADJUST EXISTING SANITARY SEWER MANHOLE	2	ea	$1,200.00	$2,400
2' WIDE SPILLWAY	5	ea	$600.00	$3,000
4' WIDE SPILLWAY	7	ea	$1,200.00	$8,400
5' WIDE SPILLWAY	1	ea	$1,500.00	$1,500
				$1,585,506

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CITY OF SAN LUIS DOWNTOWN PLAZA AND PARKING LOTS

PARKING LOTS AND SITE ELECTRICAL

SAN LUIS, AZ

ESTIMATE OF PROBABLE COST ***July 24, 2024***

WATER AND SEWER	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
8-INCH C-900 PVC WATER LINE	416	lf	$80.00	$33,280
8-INCH GATE VALVE WITH VALVE BOX AND COVER	0	ea	$3000.00	$0
8" X 10" TAPPING SLEEVE WITH VALVE	2	ea	$4000.00	$8,000
8" X 6" REDUCER	2	ea	$2000.00	$4,000
6-INCH C-900 PVC WATER LINE	581	lf	$60.00	$34,860
6-INCH GATE VALVE WITH VALVE BOX AND COVER	2	ea	$2500.00	$5,000
6" X 10" TAPPING SLEEVE WITH VALVE	0	ea	$3500.00	$0
FIRE HYDRANT PER CITY OF YUMA STD. DETAIL 5-155	5	ea	$5000.00	$25,000
2-INCH WATER SERVICE WITH METER AND BFP	6	ea	$2500.00	$15,000
3-INCH WATER SERVICE WITH METER AND BFP	1	ea	$4000.00	$4,000
POLYMER SEWER MANHOLE	3	ea	$9000.00	$27,000
6-INCH DIA. SDR-35 PVC SEWER LINE	399	lf	$50.00	$19,950
4-INCH DIA. SDR-35 PVC SEWER LINE	281	lf	$40.00	$11,240
4-INCH SEWER CLEANOUT	2	ea	$600.00	$1,200
				$188,530

ELECTRICAL AND PARKING LOT LIGHTING	**QTY.**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**
40' STREET LIGHT	4	lf	$4000.00	$16,000
40' STREET LIGHT WITH PARK LIGHTING	10	ea	$4500.00	$45,000
PARKING LOT LIGHT - SINGLE	28	ea	$3500.00	$98,000
PARKING LOT LIGHT - DOUBLE	10	lf	$4000.00	$40,000
CONNECTION, WIRE, CONDUIT, TRENCHING	5430	lf	$8.00	$43,440
INSTALL SES AND PANELS AND PANELS	4	ea	$32000.00	$128,000
				$370,440

SAN LUIS DOWNTOWN PARKING LOTS SUBTOTAL	**$2,167,264**
CONTINGENCY/GENERAL CONDITIONS/FEES/TAX (20%)	$433,453
SAN LUIS DOWNTOWN PARKING LOTS TOTAL	**$2,600,717**

Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycat.az.gov

Federal Transit Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Letter of Support – City of San Luis FY 2025 FTA Bus & Bus Facilities Grant

Dear Grant Review Committee,

On behalf of the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), I am pleased to offer our strong support for the City of San Luis's application to the FY 2025 Bus & Bus Facilities Competitive Program (Section 5339(b)).

YCIPTA currently operates several regional routes through San Luis, linking Downtown Yuma, Somerton, Wellton, and the entire region, and we believe this Park-and-Ride and Downtown Plaza project will greatly enhance connectivity and convenience for our riders. The project's design incorporates three new YCIPTA stops: a Main Street Transit Hub to serve north–south routes, a Cesar Chavez Transit & Transfer Hub for east–west service, and a Regional Connection Stop at the west edge of the lot to streamline transfers and connect directly to the expanded San Luis I Land Port of Entry.

By enabling passengers to "park once" and access the full YCIPTA network, this facility will reduce congestion at the port, improve cross-border commuter flows, and support equitable transit access in a rural border community.

YCIPTA is committed to serving these new stops with our existing schedules, adjusting service as ridership grows, and collaborating on signage, wayfinding, and passenger information systems to ensure a seamless travel experience. We fully endorse the City's $4.24 million federal funding request and look forward to working with the City of San Luis and the Federal Transit Administration to deliver this transformative infrastructure project.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding Sr. – Chairman – Quechan Tribe, Louie Galaviz – Vice Chairman – City of Somerton
Arturo Durazo, Sr.- Sec/Treas – Cocopah Tribe, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Czarina Gallegos – Arizona Western College,
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director

Thank you for your consideration.

Sincerely,



Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding Sr. – Chairman – Quechan Tribe, Louie Galaviz – Vice Chairman – City of Somerton
Arturo Durazo, Sr.- Sec/Treas – Cocopah Tribe, Jay Simonton – City of Yuma,
Ian McGaughey – Yuma County, Czarina Gallegos – Arizona Western College,
Richard Marsh – Town of Wellton, Lizeth Servin – City of San Luis

Shelly Kreger, Transit Director


STOP/Connection to Regional System
DOWNTOWN PARK & RIDE
Cesar Chavez Transit and Transfer Hub
Main St Transit Hub
Moctezuma Park
Lupita Sandoval
Family Dolla
Triple B
Mariscos El Navegante
La Cruda Foodtruck
Ebenezer Church
Circle K
San Luis Municipal Court
O'Reilly Auto Parts
Azul Cafe San Luis
Iga Grocery & Ace Hardware
Parking lot
King Market
Pizza Hut
Jack in the Box
Patio Sushi
Iglesia Getsemani, San Luis Az
Advanced Call Center Technologies San Luis
Food City
McDonald's
Transportes Express
Charles Frank parking
Labrie
Pemex
Sality Canal Rd
Av. Captain Carlos G. Calles
Cesar Chavez Blvd
1st Ave
2nd Ave
2nd St Alley
Cesar Chavez St
Main St
N 4th Dr
5th Ave
D St
E St
C St
B St
Kennedy Ln
Bienestar Ln
Babbitt Ln
E Washington Ln
E San Luis Ln
Urtuzuastegui St
East D Street
Archibald St
San Luis Plaza Dr
Mirasol Ave
Gladiola Dr

AGENDA ITEM REVIEW FORM

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

Meeting Date: 07/09/2025

Department Head: Roula Encinas, Director of Finance, Finance Department

Submitted By: Roula Encinas, Director of Finance, Finance Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2367. A Resolution of the City of San Luis, Arizona Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the fiscal year 2025-2026 expenditure limitation report to the Arizona Auditor General. **(Jenny Torres, Acting City Manager)**

SUMMARY:

A.R.S. § 41-1279.07(E) (attached) requires the city to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer (C.F.O.) the City Council has designated to officially submit the current year's annual expenditure limitation report (AELR) on the City Council's behalf. The City Council must use the resolution format provided by the Arizona Auditor General (attached) to document the City Council's annual C.F.O. designation. The City Council is not to delegate the responsibility of designating the C.F.O.

The City Council must present and act upon the resolution annually at a Council meeting. The C.F.O. must submit the signed resolution to Arizona Auditor General's Office and an electronic C.F.O. designation form.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2367 DESIGNATING ROULA JOUANNE DE ENCINAS AS THE C.F.O. TO SUBMIT THE ANNUAL EXPENDITURE REPORT TO THE AUDITOR GENERAL AS PRESENTED.

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):

There is no purchase and no discernable fiscal impact associated with this item. The action is to designate the CFO for reporting to the Arizona Auditor General, there is no purchase or revenue implicated in the action.

Attachments

Resolution No. 2367

A.R.S. 41-1279.07 (E)

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2367

A RESOLUTION OF THE CITY OF SAN LUIS, ARIZONA, MAYOR AND COMMON COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2026 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL FOR THE CITY OF SAN LUIS.

RECITALS:

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of San Luis Mayor and Council desire to designate Roula Jouanne de Encinas as the City's Chief Fiscal Officer.

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF SAN LUIS MAYOR AND CITY COUNCIL as follows:

Section 1: The recitals above are hereby incorporated as if fully set forth herein.

Section 2: Roula Jouanne de Encinas is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2026 AELR to the Arizona Auditor General on the governing body's behalf.

[Intentionally left blank. Signature page follows.]

PASSED AND ADOPTED by the City of San Luis, Arizona Mayor and Council, this ____ day of July 2025.

City of San Luis, Arizona

_____
Nieves Riedel, Mayor

Attest:

_____
Sonia Cornelio, City Clerk

Approved As to Form

_____
Kay Marion Macuil, City Attorney

41-1279.07. Uniform expenditure reporting system; reports by counties, community college districts, cities and towns; certification and attestation; assistance by auditor general; attorney general investigation; violation; classification

A. The auditor general shall prescribe a uniform expenditure reporting system for all political subdivisions subject to the constitutional expenditure limitations prescribed by article IX, sections 20 and 21, Constitution of Arizona. The system shall include:

1. For counties:

(a) An annual expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.

(ii) Total expenditures, by fund, for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by article IX, section 20, Constitution of Arizona, by fund, for the reporting fiscal year.

(iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Annual financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures stated within the expenditure limitation report.

2. For community college districts:

(a) An annual budgeted expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission.

(ii) Total budgeted expenditures for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by article IX, section 21, Constitution of Arizona, for the reporting fiscal year.

(iv) Total amounts of budgeted expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Annual financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

3. For cities and towns:

(a) An annual expenditure limitation report that includes at least the following information:

(i) The expenditure limitation established for the reporting fiscal year by the economic estimates commission and, if applicable, the voter approved alternative expenditure limitation.

(ii) Total expenditures, by fund, for the reporting fiscal year.

(iii) Total exclusions from local revenues, as defined by article IX, section 20, Constitution of Arizona, by fund, for the reporting fiscal year or, if applicable, the total exclusions from the voter approved alternative expenditure limitation.

(iv) Total amounts, by fund, of expenditures subject to the expenditure limitation for the reporting fiscal year.

(b) Financial statements prepared in accordance with generally accepted accounting principles.

(c) A reconciliation of the total expenditures reported within the financial statements to the total expenditures reported within the expenditure limitation report.

B. The auditor general shall provide detailed instructions for completion and submission of the reports described in subsection A of this section. The auditor general shall prescribe definitions for terms used in and the form of the reports described in subsection A of this section. The reports described in subsection A of this section are required of counties and community college districts beginning with fiscal year 1981-1982. The reports described in subsection A of this section are required of cities and towns beginning with the fiscal year the political subdivision is subject to the expenditure limitation. The annual reporting requirements also apply to political subdivisions subject to an alternative expenditure limitation enacted pursuant to article IX, section 20, subsection (9), Constitution of Arizona.

C. The reports described in subsection A of this section must be filed with the auditor general within nine months after the close of each fiscal year.

D. The auditor general or a certified public accountant performing the annual audit required pursuant to sections 41-1279.21 and 9-481 shall attest to the expenditure limitation reports and financial statements for counties, community college districts and cities. The certified public accountant performing the annual or biennial audit required pursuant to section 9-481 shall attest to the expenditure limitation reports and financial statements for towns.

E. The governing body of each political subdivision shall provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing body of the political subdivision to officially submit the current fiscal year's expenditure limitation report on behalf of the governing body. The governing body of the political subdivision shall notify the auditor general of any changes of individuals designated to file the required reports. The designated chief fiscal officer shall certify to the accuracy of the annual expenditure limitation report.

F. The auditor general shall prescribe forms for the uniform reporting system and may provide assistance to individuals, certified public accountants or public accountants responsible for attesting to the expenditure limitation reports and financial statements.

G. Each political subdivision, subject to the expenditure limitations prescribed by article IX, sections 20 and 21, Constitution of Arizona, shall comply with the uniform expenditure reporting system, instructions and forms prescribed by the auditor general. The auditor general may notify the committee and the attorney general if any political subdivision does not comply with the uniform expenditure reporting system, instructions or forms prescribed by the auditor general. The attorney general may file a petition for special action in any court of competent jurisdiction to compel any political subdivision to comply with this section. The attorney general may apply for injunctive relief in any court of competent jurisdiction to enjoin any political subdivision from violating this section. Injunctive and special action proceedings are in addition to all other penalties and other remedies prescribed by law.

H. A chief fiscal officer, designated pursuant to subsection E of this section, who subsequent to July 1, 1983 refuses to file the reports required by this section within the prescribed time periods or who intentionally files erroneous reports is guilty of a class 1 misdemeanor. A city or town exceeding the expenditure limitation prescribed or authorized pursuant to article IX, section 20, Constitution of Arizona, for any fiscal year, without authorization pursuant to such section, shall have the amount specified in subsection I of this section of its allocations of the state income tax, distributed pursuant to section 43-206, withheld and redistributed to other cities and towns in the same manner as determined pursuant to that section, except that the population of the city or town exceeding the expenditure limitation shall not be included in the computation, and the city or town exceeding the expenditure limitation shall not be entitled to share in the redistribution. A community college

district exceeding the expenditure limitation prescribed pursuant to article IX, section 21, Constitution of Arizona, for any fiscal year, without authorization pursuant to such section or section 15-1471, shall have the amount specified in subsection I of this section of its allocations of state aid, distributed pursuant to section 15-1466, withheld.

I. The auditor general shall hold a hearing to determine if any political subdivision has exceeded the expenditure limitations prescribed pursuant to article IX, sections 20 and 21, Constitution of Arizona. If a county has exceeded the expenditure limitations prescribed pursuant to article IX, section 20, Constitution of Arizona, without authorization pursuant to that section, the auditor general shall notify the board of supervisors of the county to reduce the allowable levy of primary property taxes of the county pursuant to section 42-17051, subsection C. If any political subdivision other than a county has exceeded the expenditure limitations prescribed pursuant to article IX, sections 20 and 21, Constitution of Arizona, without authorization, the auditor general shall notify the state treasurer to withhold a portion of the political subdivision's allocations of the revenues described in subsection H of this section for the fiscal year subsequent to the auditor general's hearing as follows:

1. If the excess expenditures are less than five percent of the limitation, an amount equal to the excess expenditures.

2. If the excess expenditures are equal to or greater than five percent but less than ten percent of the limitation, or are less than five percent of the limitation but it is at least the second consecutive instance of excess expenditures, an amount equal to triple the excess expenditures.

3. If the excess expenditures are equal to or greater than ten percent of the limitation, an amount equal to five times the excess expenditures or one-third of the allocation of the revenues described in subsection H of this section, whichever is less.

J. A county, city or town is not deemed to have exceeded the expenditure limitation if the county, city or town makes expenditures for capital improvements from utility revenues pursuant to title 9, chapter 5, article 3 or from excise taxes levied by the county, city or town for a specific purpose and the county, city or town repays the expenditure from the proceeds of bonds or other lawful long-term obligations before the hearing required by subsection I of this section.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 07/09/2025

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 renewal of the subscription to Westlaw for West Publishing and Thompson Reuters online legal library, search engine, and AI services for a 3-year contract. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The City Attorney's and Prosecutor's Offices share a subscription to Westlaw and wish to renew the subscription, which expires August 1, 2025.

Background

Westlaw is a web-based service tool providing searchable access to the laws and other legal resources. Westlaw's databases include constitutions, statutes, regulations, cases, legal encyclopedias, scholarly articles on the law, legal practice guides, forms, legal news and more. The service also includes 24-hour live, bar-admitted, legal reference attorneys. For every attorney license, one paralegal is able to use the service without extra charge. It has been a vital tool of the City Attorney's Office for decades. We use it every day.

In March 2025, I upgraded to include CoCounsel in the service, which is an Artificial Intelligence tool. Using chat retrieves relevant legal resources more efficiently than the search engine, which is also provided with the service. Legal documents can be uploaded to it for reviewing key information and summarizing. The City Attorney and Prosecutor's Offices have been able to use these services without extra cost until the renewal date. Since March, the monthly rate has been reduced from $2,282.47 per month to $2,061.63 per month for three attorneys. The service renews on August 1, 2025, for 3 years.

Renewal

Starting August 1, 2025, the rate would have been $2,577.00 per month for three attorneys with an increase 5% annually through July 28, 2028. However, with two attorneys, the cost is $2,372.00 per month, a savings of $205 per month, $2,460 annually. There will be a 5% increase each year. However, locking in this increase now will prevent higher increases with annual renewals.

Compliance with San Luis Code - Purchasing

Other providers were evaluated, such as Lexis/Nexis and Fast Case. However, those services do not have the copyrights to the references that are most useful for transactional municipal lawyers. Under the San Luis City Code, Purchasing Chapter, Section 36.02, where there is only one service provider, other quotes or bidding are not required.

Staff Request

Staff is requesting that the City Council approve a continuation of this essential service for the functioning of the City Attorney's and Prosecutor's Offices.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE RENEWAL OF THE WESTLAW SUBSCRIPTION FOR THREE (3) YEARS AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes, Prosecutor
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$13,046.00 See Fiscal Impact for Subsequent years under the Contract
BUDGETED AMOUNT:	$14,810.00 Projected in the Prosecutor's budget
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Dues & Subscriptions GL # 100-118-60020 $14,810.00

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

The City Attorney's Budget pays for half of the total, and the Prosecutor's budget pays for the other half, since there is one attorney in each office. This contract will start in August 2025.

Fiscal Year July 1, 2025, through June 30, 2026
July 1, 2025, will be under the old contract, $2,061.63, which included a discount for the trial period with CoCounsel, a tool using Artificial Intelligence (AI).
$2,372.00 /month x 11 months (August through June) = $26,092 /2 for Prosecutor's Office =
$13,046.00 Total Fiscal Year 2026

Fiscal Year July 1, 2026, through June 30, 2027
July 1, 2026, will be $2,372 before the 5% annual increase, which equals a $118.60 monthly increase.
$2,372+ $118.60 = $2,490.60/ month
$2,490.60 / month x 11 months (August 2026 through June 2027) = $27,396.60
$27,396.60 for August through June + $2,372 for July = $29.769.20 /2 for Prosecutor's Office =
$14,884.60 Total Fiscal Year 2027

Fiscal Year July 1, 2027, through June 30, 2028
July 1, 2027, will be $2,490.60 before the 5% annual increase, which equals a $124.53 monthly increase.
$2,490.60+ $124.53 = $2,615.13 /month
$2,615.13 / month x 11 months (August 2026 through June 2027) = $28,766.43
$28,766.43 for August through June + $2,490.60 for July = $31.257.03 /2 for Prosecutor's Office =
$15,628.51 Total Fiscal Year 2028

Fiscal Year July 1, 2028, will be $2,615.13 /month / 2 for the Prosecutor's Office = **$1,307.56** for the last month of the contract.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes, City Attorney
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$13,046.00 See the Fiscal Impact for Subsequent years under the Contract

BUDGETED AMOUNT:	$28,600.00 Projected in the City Attorney's Budget
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Dues & Subscriptions GL#100-118-60020 $30,910.00

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

The City Attorney's Budget pays for half of the total, and the Prosecutor's budget pays for the other half, since there is one attorney in each office. This contract will start in August 2025.

Fiscal Year July 1, 2025, through June 30, 2026
July 2025 will be under the old contract, $2,061.63, which included a discount for the trial period with CoCounsel, a tool using Artificial Intelligence (AI).
$2,372.00 /month x 11 months (August through June) = $26,092 /2 for the City Attorney's Office = **$13,046.00 Total Fiscal Year 2026**

Fiscal Year July 1, 2026, through June 30, 2027
July 2026 will be $2,372 before the 5% annual increase, which equals a $118.60 monthly increase.
$2,372+ $118.60 = $2,490.60/ month
$2,490.60 / month x 11 months (August 2026 through June 2027) = $27,396.60
$27,396.60 for August through June + $2,372 for July = $29.769.20 /2 for the City's Office = **$14,884.60 Total Fiscal Year 2027**

Fiscal Year July 1, 2027, through June 30, 2028
July 1, 2027, will be $2,490.60 before the 5% annual increase, which equals a $124.53 monthly increase.
$2,490.60+ $124.53 = $2,615.13 /month
$2,615.13 / month x 11 months (August 2026 through June 2027) = $28,766.43
$28,766.43 for August through June + $2,490.60 for July = $31.257.03 /2 for the City Attorney's Office = **$15,628.52 Total Fiscal Year 2028**

Fiscal Year July 1, 2028: $2,615.13/month / 2 for the City Attorney's Office = **$1,307.57 for the last month of the contract.**

Attachments

Westlaw Renewal
Westlaw Guide

Thomson Reuters™

Order Form

Order ID: Q-09865907

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000719265
SAN LUIS CITY ATTORNEY
PO BOX 1170
SAN LUIS AZ 85349-1170 US

"Customer"

Shipping Address
Account #: 1000719265
SAN LUIS CITY ATTORNEY
PO Box 1170
SAN LUIS AZ 85349-1170 US

Billing Address
Account #: 1000719265
SAN LUIS CITY ATTORNEY
PO Box 1170
SAN LUIS, AZ 85349-1170
US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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ProFlex Modification

Material #	Product	Agreement #	New Monthly Charges
40757482	West Proflex	0000335235	$2,372.00

This Order Form modifies the current order form for the products listed above("Original Order Form"). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

ProFlex Modification Governing Agreement. Access and use of the products and services on this ProFlex Modification Order Form is governed by the same agreement terms and conditions as the order form this Order Form is modifying ("General Terms and Conditions") along with any applicable Product Specific Terms (set forth below). Such terms are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, you certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.
https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-09865907

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 8/1/2025.

Thomson Reuters™

Attachment Order ID: Q-09865907

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000719265
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Macuil, Kay
Email: kmacuil@sanluisaz.gov

eBilling Contact
Contact Name Kay Macuil
Email **kmacuil@sanluisaz.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000719265	SAN LUIS CITY ATTORNEY	SAN LUIS AZ 85349-1170 US	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757481	West Proflex	0000335235		1	Each	Exist
42077754	Westlaw All Analytical, Enterprise access, Government	0000335235	3	2	Attorneys	Exist
42958181	Practical Law with Dynamic Toolset, Government	0000335235	3	2	Attorneys	Exist
43439647	CoCounsel 400 V2, Enterprise Access, Government	0000335235	3	2	Attorneys	Exist

Westlaw Precision

Quick Reference Guide

Understanding research methods in Westlaw Precision with CoCounsel

Westlaw Precision with CoCounsel™ is a powerful legal research platform that offers a suite of advanced tools designed to streamline and enhance the research process for legal professionals. By leveraging various search methods such as AI-Assisted Research, Precision Research, WestSearch Plus, and Parallel Search, you can access comprehensive legal information tailored to your specific needs. Each tool is uniquely designed to address different aspects of legal research, whether it's quickly finding case citations for a rule of law, conducting broad topic explorations, or delving into highly specific legal issues. This guide will provide a concise overview of these tools and how they can be effectively utilized in legal research.

AI-Assisted Research

FOR ACCELERATED RESEARCH AND GAINING AN OVERVIEW

Leverage the power of generative AI to make informed decisions in your legal research journey. Ask a question in everyday language, and receive a relevant answer generated exclusively from Westlaw content, the most comprehensive and accurate legal authority in the industry. AI-Assisted Research helps you find answers to legal questions faster, providing a summarized overview along with a list of key cases, statutes, and regulations. The summary includes links to supporting authority for additional verification and follow-up research. Remember, while the AI-generated summary is useful for an initial understanding, it should not replace thorough research.

To learn more about AI-Assisted Research check out How to use AI-Assisted Research.

Precision Research

FOR DETAILED AND NUANCED RESEARCH

Utilize Precision Search to quickly find a core set of highly relevant cases. Precision Research allows for detailed and nuanced searches, helping you pinpoint specific legal issues or topics with greater accuracy. You can search and filter by legal issue, outcome, fact pattern, motion type, and more to efficiently gather a core set of relevant cases. From these cases, tools like KeyCite and Key Numbers can help you easily find additional necessary information

To learn more about Precision Research check out Understanding Precision Research.

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WestSearch Plus

FOR ENHANCING, REFINING, AND FINALIZING YOUR RESEARCH COMPREHENSIVELY

WestSearch Plus refines and completes your research, returning relevant results from a broad range of legal content. Whether using a plain language query or Boolean terms and connectors, WestSearch Plus allows for precise queries, especially beneficial for experienced researchers who require tight control over search parameters. You can also enter a citation to access a specific document directly. With advanced AI, WestSearch Plus surfaces the information you need right at the top of your results, saving you time and allowing you to complete your research with confidence.



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Parallel Search

FOR SIMPLE, QUICK SEARCHES IN CASE LAW

Parallel Search focuses on finding conceptually similar sentences to your query. Understanding synonyms and relationships between words and ideas, it identifies relevant cases even if they don't use your exact terms. Because Parallel Search can identify cases with analogous facts, it's especially useful when arguing a case of first impression or arguing to extend the law. Use Parallel Search to find case law that supports a certain proposition..



To learn more about Parallel check out How to quickly find citations for a rule of law with Parallel Search.

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AGENDA ITEM REVIEW FORM

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

Meeting Date: 07/09/2025

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 a contract for indigent defense services through an independent contractor. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

To uphold impartiality, the Municipal Court implemented a request for proposals process for the appointment of the City's contracted indigent defense counsel. The Court also transferred the financial obligations for the position to the City Attorney's Office, along with the fiscal year 2026 indigent defense budget.

On June 06, 2025, the City published a Request for Proposals for the position and received one proposal from Candice Orduño-Crouse, who has been doing much of the indigent defense work for the Municipal Court. Ms. Orduño's proposal requested a flat fee of $9,500 per month for these services, which is within the budgeted amount. Ms. Orduño participated in a panel interview on June 25, 2025, during which it was determined that she was indeed qualified to continue providing services as the City's indigent defense counsel.

Staff requests that the Council approve staff seeking Indigent Defense Services as presented.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO DIRECT STAFF TO CONTRACT WITH CANDICE ORDUÑO-CROUSE FOR INDIGENT DEFENSE SERVICES FOR A MONTHLY FLAT FEE NOT TO EXCEED $114,000 ANNUALLY.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$114,000.00
BUDGETED AMOUNT:	$130,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	City Attorney Legal Services GL Acct 100-117-80003 Budget Balance for FY2026 $480,000.00

Attachments

CITY OF SAN LUIS
INDIGENT DEFENSE SERVICES AGREEMENT

This Indigent Defense Services Agreement ("Agreement") is made and entered into this ____ day of _____ 2025, by and between the City of San Luis, an Arizona Municipal Corporation (the "City") and Candice Orduño-Crouse, an Arizona Attorney at Law ("Attorney"), with both being referred to singularly as "Party" and collectively as "Parties".

WHEREAS, City desires to provide counsel for representation of indigent defendants in the San Luis Municipal Courts; and

WHEREAS, Attorney is licensed to practice in the State of Arizona and represents that they have expertise and are qualified to provide such representation as described in this Agreement.

NOW THEREFORE, in consideration of the mutual promise and obligations set forth herein, the parties hereto agree as follows:

SECTION ONE: SCOPE OF WORK

Attorney shall act under the authority and approval of the San Luis Municipal Court ("Court") to provide the services required by this agreement.

1.1 This is a personal service contract. Attorney shall represent indigent defendants assigned to Attorney by a Judicial Officer of the Court. The Attorney's scope of work is subject to any direction provided by the Court.

1.2 On any day in which the Court is open, Attorney is required to appear in all divisions of the Court, as determined by the Court's schedule. The Court's schedule will not be changed arbitrarily and without prior consideration of Attorney's schedule.

1.3 Attorney shall prepare for and appear in person, or remotely with Court permission, at all court proceedings pertaining to assigned defendants, including but not limited to: conditions of release hearings, bond review hearings, pretrial conferences, motion hearings, jury and non-jury trials, changes of plea, hearings, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as appeals to higher courts.

1.4 Once appointed, Attorney shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Attorney is relieved from the case by the Court.

1.5 Attorney is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Attorney is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting

from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).

1.6 Attorney shall conduct the defense of all indigent defendants in conformance with the minimum time standards set forth in AJCA § 1-401 and requirements set forth in State of Arizona vs. Michael Steven Watson, Arizona Supreme Court, 134 Ariz. 1, 653 P2d. 351 (1982); and in State of Arizona vs. Joe U. Smith, Arizona Supreme Court, decided April 3, 1984, 6027-PR; and in State of Arizona vs. Billy Don Lee, Arizona Supreme Court, decided September 25, 1984, 6107-PR.

1.7 Attorney's case load shall not exceed the minimum standards and requirements imposed by the Arizona Supreme Court as cited in paragraph 1.5. The Court will take into consideration the effect on the performance of the agreement as it pertains to attendance cited in paragraphs 1.1 and 1.2. Further, during the course of this Agreement, Attorney caseload may be subject to review by Court Administration to evaluate Attorney professional competency to handle caseload assigned in accordance to Arizona Rules of Professional Responsibility and the American Bar Association Standards.

1.8 Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Attorney shall provide, at their own expense, interpreters for all out-of-court matters.

1.9 Attorney shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, additional Attorney(s), secretarial services, office space, telephone, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, reports, and out-of-court interpreters. Attorney will not be charged for photocopies of discoverable materials obtained from the City Prosecutor's Office or the Court.

1.10 In the event that a case involves two or more defendants or Attorney declares a conflict of interest, the Judge may assign the case to a lawyer outside of this agreement.

1.11 The Court will provide required forms for defendants to prepare and submit to determine defendant's indigence. Attorney shall not be asked to advise clients until the Court has determined that they are indigent and are entitled to representation by indigent defense. Attorney may request a review of the indigence of any defendant assigned to them. If a Judge determines the non-indigence of such a defendant and allows the Attorney to withdraw, Attorney shall not represent that defendant in that case for a fee. Attorney shall not solicit indigent defense clients for future representation for a fee.

1.12 Attorney agrees that the court settings in the San Luis Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by Arizona Rules of Criminal Procedure.

1.13 Non-Discrimination. Attorney shall comply with all applicable City, State, and Federal laws, rules and regulations as it applies to discrimination inclusive of the Americans with Disabilities Act.

1.14 Licenses. Attorney shall maintain in current status all State Bar licenses required to perform the duties of this Agreement.

1.15 Advertising, Publishing, and Promotion of Contract. Attorney shall not use, advertise or promote information for commercial benefit concerning this Agreement.

1.16 Compliance with Applicable Laws and Rules. Attorney shall comply with all applicable Federal, State and local laws as well as Ethical Rules and Code of Conduct as officers of the court.

SECTION TWO: ASSIGNMENT OF CASES

The Court shall determine the assignment of cases to Attorney. Although the City anticipates that Attorney will be assigned a number of cases based on statistical averages, the total fees for cases assigned to Attorney by the Court in any one-year Agreement term will be paid at a fixed annual rate as listed in Section five (5) of this Agreement.

SECTION THREE: SUSPENSION OF INDIGENT APPOINTMENTS

3.1 Should Attorney experience an indigent caseload that prevents them from giving effective assistance of counsel to each client, the Attorney shall notify the Court, and the affected Attorney shall make a motion to the Court requesting a suspension of indigent appointments.

3.2 The Court, upon receipt of such a motion shall set a date for hearing no later than five (5) days from the receipt of said motion. Should the court find during the hearing that the affected Attorney's caseload is excessive and is adversely interfering with their ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further appointments to the effected Attorney for a period not to exceed thirty (30) days, during which the Court shall appoint other counsel to represent indigents.

3.3 It shall be the obligation of the Attorney to notify the Court immediately upon determination that the case congestion has cleared enough in order for appointments to be reinstated to the Attorney. Otherwise, they will be reinstated after thirty (30) days.

3.4 During the period of suspension of appointments, the Attorney shall update the Court, though the Court Administrator, every week as to the status of the caseload and congestion.

3.5 At the expiration of any suspension of appointments ordered by the Court, or earlier if notified by Attorney, the Court shall again conduct a hearing to determine whether the suspension should be lifted or a further suspension period, not to exceed 30 days, is necessary. Such suspension of appointment of new clients only in no way releases either party from other duties or obligations pursuant to this Agreement.

SECTION FOUR: ACCEPTANCE AND DOCUMENTATION

Attorney's performance may be reviewed and approved by the Court for acceptability.

4.1 Records. Attorney shall retain all data and other "records" relating to the performance of this Agreement for a period of five (5) years after completion of the Agreement.

4.2 Audit. At any time during the term of this Agreement and five (5) years thereafter, Attorney's books and records shall be subject to audit by the Court to the extent that those books and records relate to performance of this Agreement. Upon request, the Attorney shall produce legible copies of any and all such records.

SECTION FIVE: COMPENSATION

5.1 For the performance of the duties and responsibilities as set forth in this agreement, Attorney shall receive compensation at a flat rate of nine-thousand, five hundred U.S. dollars ($9,500.00) per month for attorney services as Indigent Defense counsel, inclusive of any office staff. Attorney shall submit billings to the City Attorney's office monthly. The City Attorney's office will process and provide payment to Attorney. The Court will submit an end of fiscal year report to the City Attorney's office detailing the number of cases assigned to Indigent Defense counsel.

5.2 The total amount payable to Attorney for the services rendered pursuant to this Agreement shall not exceed one-hundred and fourteen thousand U.S. dollars ($114,000.00) annually. Attorney shall receive monthly compensation until completion of assigned cases through June 30, 2026.

5.3 Attorney shall not collect or receive any payment or remuneration, from defendants assigned to Attorney under this Agreement for services provided.

5.4 Taxes. Attorney shall be solely responsible for any and all tax obligations, which may result out of the Attorney's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Attorney.

SECTION SIX: TERM

Upon execution, this Agreement is effective July 1, 2025 and in effect until June 30, 2026 provided Attorney continues to perform services and is compensated in accordance with the terms and conditions of this Agreement. Upon the Court's recommendation, this Agreement may continue for up to three (3), one-year extensions to this Agreement on the same terms and conditions.

SECTION SEVEN: CITY CONTRACTUAL REMEDIES

7.1 Right to Assurance. If the Court in good faith has reason to believe that Attorney does not intend to, or is unable to perform or continue to perform or continue performing under this Agreement, the Court may demand in writing that the Attorney give a written

assurance within the number of days specified in the demand may and at the Court's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.

7.2 Non-exclusive remedies. The rights and the remedies of the City under this Agreement are not exclusive.

7.3 Right of Offset. The City shall be entitled to offset against any sums due Attorney, any expenses or costs incurred by the City, or damages assessed by the City concerning the Attorney's non-conforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by the City.

SECTION EIGHT: TERMINATION

8.1 Termination for Convenience. Either party may terminate this Agreement or any part thereof for its sole convenience with ninety (90) days written notice. As compensation in full for services performed by the date of such termination, the Attorney shall receive prorated compensation for days beyond the last compensated month worked.

8.2 Termination for Cause. City may, upon written notice, terminate this Agreement for Attorney's failure to comply with the terms of this Agreement.

8.3 Pursuant to ARS 38-511, City may cancel this Agreement within three (3) years after the Agreement execution without penalty or further obligation if any person significantly involved in the initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when Attorney receives written notice of the cancellation unless the notice specifies a later time.

8.4 Suspension or Debarment. Attorney is required to immediately notify the Court of any suspension, disbarment or felony charges. Any failure to provide notice may result in immediate termination of this Agreement.

8.5 Continuation of Performance through Termination. The Attorney shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

8.6 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it

SECTION NINE: ARIZONA LAW, JURSIDCTION AND VENUE, AND FEES AND COSTS

9.1 Arizona Law. This agreement shall be governed and interpreted according to the laws of the State of Arizona.

9.2 Jurisdiction and Venue. The Parties agree that this Agreement is made in and shall be performed in Yuma County. Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of Yuma County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

9.3 Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute arising relating to this Agreement is entitled to an award of reasonable Attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of Attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

SECTION TEN: IDEMNIFICATION; HOLD HARMLESS

Attorney releases and shall defend, indemnify, and hold harmless the City of San Luis and its officials, officers, employees and agents from and against all claims, cost liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees and expert fees) arising directly out of or in connection with:

10.1 Any fault, negligence, strict liability, or product liability of Attorney in connection with the Services of this Agreement;

10.2 Any lien asserted upon any property of the City of San Luis in connection with the Services or this Agreement;

10.3 Any failure of Attorney to comply with any applicable law, ordinance, rule, regulation, order, license, permit, and other requirement, now or hereafter in effect, of any governmental authority; or

10.4 Any breach of or default under this Agreement by Attorney. As permitted by applicable law, this shall apply. However, this shall not require Attorney to indemnify the City of San Luis against any liability for damages arising out of bodily injury or property damages caused by or resulting from the negligence of the City of San Luis. Further, in the case of concurrent negligence of Attorney on the one hand and the City on the other hand, Attorney shall be required to indemnify the City only to the extent of the negligence of Attorney. Further, Attorney releases and shall defend, indemnify, and hold harmless the City from and against all claims, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorneys' fees and experts' fees).

SECTION ELEVEN: INSURANCE

11.1 Worker's Compensation and Employer's Liability Coverage: Coverage or insurance in accordance with the applicable laws related to worker's compensation and employer's liability insurance with limits no less than the statutory minimum for the Contractor's employee or employees, if any.

11.2 Attorney shall procure and maintain during the life of this Agreement (including any extensions) and during the performance of these services, Commercial General Liability, and Automobile Liability Insurance, to protect the City and the Attorney from and against all claims, damages, losses, and expenses arising out or resulting from the performance of these services, as detailed herein-with insurance companies or through sources approved by the City.

11.3 The commercial general liability insurance shall include the City and its officers, officials, employees and agents as an Additional Named Insured on a Primary Basis. All insurance policies shall be endorsed to provide that no policy shall be canceled, changed, or reduced in coverage for the duration of this Agreement, including extension, until after thirty (30) days prior written notice has been delivered to the City through certified mail.

11.4 A Certificate of Insurance, Including the Additional Named Insured Endorsement for the primary commercial general liability insurance policy, shall be filed with the City Attorney within thirty (30) days of the effective date of this Agreement. This Certificate shall be subject to approval by the City as to company, terms, and coverage. Failure of Attorney to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract. It shall be cause for immediate termination of the Agreement and any and all obligations regarding the same.

11.5 A Declaration of Professional Liability Insurance shall be filed with the City within thirty (30) days of the effective date of this Agreement and meet the requirements set forth herein. This Declaration shall be subject to approval by the City as to company, terms, and coverage. Failure of Attorney to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the Agreement and of any and all obligations regarding the same.

11.6 Approval of the insurance by the City shall not relieve or decrease Attorney's liability for any damages arising from their performance of the Work.

11.7 Insurance shall provide, at a minimum, the types of insurance coverage, liability limits, and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect Attorney and the City from claims for damages of bodily injury, including death resulting therefrom, and claims for property damage, which may arise from operations under this Agreement or by anyone directly employed by Attorney. It is understood that it is Attorney's obligation to enforce the requirements of this section in respect to any of their employees assisting with the work of this Agreement.

11.8 Liability Limits: General Liability (Commercial General Liability Insurance) shall be written with limits of liability of no less than $1,000,000.00 combined single limits per occurrence and $2,000,000.00 in aggregate. Professional Liability Insurance, including Errors and Omissions, shall be written with limits in no case less than $1,000,000.00; Automobile Insurance shall be at the level, at least the minimum required by law.

11.9 Nothing contained in these insurance requirements is to be construed as limiting the extent of Attorney's responsibility for payment of damages resulting from operations under this Agreement.

11.10 The coverage provided by General Liability and Automobile Liability are primary to any insurance the City maintains.

11.11 Endorsements for Additional Insured: The City shall be named as Primary Additional Insured for General Liability and Automobile Liability.

11.12 There shall be included in the general liability insurance contractual coverage sufficiently broad to insure the provisions of that section herein entitled "Hold Harmless Clause."

11.13 Failure to comply with provisions contained herein shall not waive Attorney's responsibility to provide the required protection.

SECTION TWELVE: NOTICES

All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered by hand or by registered or certified mail, at the address set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in the paragraph.

In the case of the City and/or Court:	In the case of Attorney:
San Luis City Attorney's Office	Candice Orduño-Crouse
Physical - 1090 E. Union Street	Meerchaum & Orduno, PLLC
Mail - P.O. Box 1170	2180 South. 4th Avenue, Suite: H
San Luis, Arizona 85349	Yuma, Arizona 85364

Hand delivered notices shall be deemed received on the date delivered. Mailed notices are deemed received by the delivery date indicated on receipt for certified or registered mail.

SECTION THIRTEEN: COMPLIANCE WITH APPLICABLE LAWS

ATTORNEY SHALL COMPLY WITH ALL APPLICABLE Federal, State and Local laws, and with all applicable licenses and permit requirements.

13.1 Pursuant to the provisions of ARS 41-4401. Attorney hereby warrants to City that Attorney and their staff will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in ARS 23-241(A) (hereinafter "Attorney Immigration Warranty")

13.2 Attorney hereby certifies compliance with the applicable requirements of ARS 35-393.01 and 35-394.

13.3 Attorney shall obtain and maintain a City of San Luis Business License during the term of this Agreement.

SECTION FOURTEEN: GENERAL TERMS:

14.1 Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein with time being of the essence in this Agreement.

14.2 All agreements shall be interpreted to avoid questions of unethical conduct by Attorney or the City of San Luis.

14.3 Attorney shall not collect or receive any payment or remuneration from defendants assigned to Attorney under this Agreement for services provided on the assigned cases.

14.4 Assignment. Services covered by the Agreement shall not be assigned in whole or in part without the written consent of the City of San Luis.

14.5 Amendments. The Agreement may be modified only though a written Agreement amendment executed by authorized persons from both Parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by Attorney are violations of this Agreement. Any such changes, including unauthorized written Agreement amendments shall be void and without effect, and Attorney shall not be entitled to any claim under this Agreement based on such changes.

14.6 Independent Contractor. Attorney under this Agreement is an independent contractor. Neither Party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

14.7 Office. Attorney shall have an office or make arrangements to use an office that is located within Yuma County and twenty-five (25) Miles of the Court to provide personal consultation with clients when requested or otherwise appropriate.

14.8 No Prior Deals. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or written shall be binding.

14.9 Authority. Each Party hereby warrants and represents that it has the full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Parties further acknowledge that they have read this Agreement, understand it, and agree to be bound by it.

14.10 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original. Electronically scanned signatures are the same as the original. However, Attorney shall provide the original signature to the City to record the Agreement.

14.11 No Conflict. Attorney stipulates that its officers and employees do not now or have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation of government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

14.12 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only. They shall not control or affect the meaning or construction of the provisions of this Agreement.

14.13 Force Majeure: Neither Party shall be liable to the other or deemed in default under this Contract if and to the extent that such Party's performance of this Contract is prevented by reason or force majeure, as determined by the City. The term "force majeure" means an occurrence beyond the control of the affected Party and not avoidable by reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either Party is delayed by force majeure, said Party shall provide written notification to the other within 48 hours. When the delay ceases, the Party affected shall provide written notice to the other Party. The Contract completion time may be extended by modification for a period equal to that delay caused under this condition. The City reserves the right to cancel the Contract or procure services from the best available source during force majeure, and the Contractor shall have no recourse against the City.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this Agreement this ____ day of _____ 2025.

FOR THE CITY OF SAN LUIS:	FOR THE ATTORNEY:
_____	_____
Nieves Reidel City Mayor	Candice Orduño-Crouse Attorney
ATTEST:	APPROVED AS TO FORM:
_____	_____
Sonia Cornelio City Clerk	Kay Marion Macuil City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. G.**

Meeting Date: 07/09/2025

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

Submitted By: Justin Neuman, Paralegal, Attorney's Office

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 467. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending City Code sections 10.15.255(D),10.15.205, 10.15.010, and 10.15.990(C)(1) to clarify parking on public land, scope of parking enforcement and to update definitions and references; repealing conflicting provisions, and providing for severability. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

BACKGROUND

San Luis City Code section 10.15.255(D); Parking in residential or business districts prevents the parking and storage of disabled or inoperable vehicles on streets and alleys within residential and commercial zones. This code, as written, doesn't account for vehicles being stored on public land without permission, and has become an increasingly common occurrence within the city. Even with authorization to enforce parking on public land, this code currently limits the ability to do so. By amending San Luis City Code section 10.15.255(D) to include any public land, easement, or right-of-way, the city will be able to carry out parking enforcement as intended.

In addition, San Luis City Code section 10.15.205; Presumption in reference to illegal parking, allows for the presumption that any vehicle illegally parked was done so by the vehicle's registered owner. The purpose of this section is to allow for the enforcement of parking laws if the driver of the vehicle isn't present, which is a common occurrence with parking violations. This code, as currently written, puts the burden on the enforcement officer to determine who parked the vehicle. In most parking violations, the enforcement officer does not observe who parked the vehicle, only that the vehicle is parked in violation of the City Code. By amending San Luis City Code section 10.15.205 so that references to "Person" include registered owners who permit or acquiesce to vehicle use and that it is not a defense to parking violations, the city can carry out parking enforcement as intended.

Further, San Luis City Code section 10.15.990(C)(1) references A.R.S. Rules Volume 17B, which no longer applies to parking citations. By amending this section to reference the Rules of Court Procedure for Civil Traffic, Boating, Marijuana, and Parking and Standing Violations, the City will ensure its compliance with current state rules and regulations. Also, by adding a definition for disabled vehicles to San Luis City Code section 10.15.010, it will strengthen the intention of 10.15.255(D) and clarify its scope.

THE PURPOSE OF THIS ORDINANCE

This ordinance amends:

San Luis City Code section 10.15.255(D); to read "No person shall stop, stand, park, or store a disabled vehicle or vehicles, or a trailer or a trailer loaded with a vehicle, on any public land, public

easement, alley, or right of way in the City. Each vehicle or trailer shall be considered a separate violation."
San Luis City Code section 10.15.205 ensures parking violation enforceability by allowing a registered vehicle owner to be held liable for violations involving their vehicle.
San Luis City Code section 10.15.010 to add the definition: "Disabled vehicle means a motor vehicle which due to mechanical or some other reason cannot be driven on its own power or can be driven on its own power in such a way that a law would be contravened."
San Luis City Code section 10.15.990(C)(1) to update the referenced rules and regulations from A.R.S. Rules Volume 17B to 17C A.R.S. Traffic Violation Cases Civ.Proc.Rules.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 467 BY TITLE ONLY.
(CITY CLERK TO READ ORDINANCE NO. 467 BY TITLE ONLY)
B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 467 AS PRESENTED.

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):

N/A

Attachments

Ordinance No. 467
2-7-22 BLM Authorization

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 467

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING CITY CODE SECTIONS 10.15.255(D), 10.15.205, 10.15.010, AND 10.15.990(C)(1) TO CLARIFY PARKING ON PUBLIC LAND, SCOPE OF PARKING ENFORCEMENT AND TO UPDATE DEFINITIONS AND REFERENCES; REPEALING CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City desires to amend San Luis City Code Section 10.15.255(D) to include any public land, easement, or right of way in the City; and

WHEREAS, the City desires to amend San Luis City Code Section 10.15.205 to ensure parking violation enforceability by allowing a registered vehicle owner to be held liable for violations involving their vehicle; and

WHEREAS, the City desires to amend San Luis City Code Section 10.15.010 to include a definition for disabled vehicles to supplement the amended City Code Section 10.15.255(D).

WHEREAS, the City desires to amend San Luis City Code Section 10.15.990(C)(1) to replace the outdated reference of A.R.S. Rules Volume 17B with the Rules of Court Procedure for Civil Traffic, Boating, Marijuana, and Parking and Standing Violations to ensure conformity with Arizona rules and regulations.

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

Section 1: Section 10.15.255(D) of the San Luis City Code is amended to read:

"No person shall stop, stand, park, or store a disabled vehicle or vehicles, or a trailer or a trailer loaded with a vehicle, on any public land, public easement, alley, or right of way in the City. Each vehicle or trailer shall be considered a separate violation."

Section 2: Section 10.15.205 of the San Luis City Code is amended to read:

"A defendant is presumed to be responsible in any proceeding alleging a violation of San Luis City Code governing the standing, stopping, or parking of a vehicle if the following is proven by a preponderance of the evidence:

1) that the particular vehicle described in the complaint was standing, stopping, or parking in violation of San Luis City Code; and

2) that the defendant named in the complaint was the registered owner of the vehicle on the date of the alleged violation. It is not a defense that the registered owner was not driving, operating, or controlling the vehicle before it was standing, stopped, or parked in violation of San Luis City Code.

Under this section, any references to a person within San Luis City Code sections 10.15.40 through 10.15.295 may be used interchangeably with and apply equally to the registered vehicle owner if the use of the vehicle was permitted or acquiesced."

Section 3: Section 10.15.010 of the San Luis City Code is amended to read:

"For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

DISABLED VEHICLE Means a motor vehicle which due to mechanical or some other reason cannot be driven on its own power or can be driven on its own power in such a way that a law would be contravened.

OPERATOR. Every person who shall operate, drive or be in control of any vehicle upon any street.

PARK or PARKING. The standing of a vehicle, whether occupied or not, upon a street otherwise than temporarily for the purpose of, and while actually engaged in, receiving or discharging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs or signals or an involuntary stopping of the vehicle by reason of causes beyond the control of the operator of the vehicle.

PARKING CONTROL DEVICE. Any device, mechanical or computerized, used to aid the control of parking spaces.

PARKING METER. Any mechanical device or computerized device or meter not inconsistent with this chapter, placed or erected for the regulation of parking by authority of this chapter.

PERSON. An individual, firm, co-partnership or corporation.

STREET. Any public street, avenue, road, boulevard, highway or other public place located in the City and established for the use of vehicles.

TRANSIT ENFORCEMENT OFFICER. A person designated or appointed to enforce the City ordinances and state laws regulating the parking, standing or stopping of vehicles within the City of San Luis."

VEHICLE. Any device in, upon or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks."

Section 4: Section 10.15.990(C)(1) of the San Luis City Code is amended to read:

"A person who violates any section of SLCC 10.15.200 through 10.15.295 is guilty of a civil traffic infraction. Violations of SLCC 10.15.200 through 10.15.295 for which a civil sanction is imposed shall be treated as a civil offense and hearings and appeals shall be conducted in accordance with the rules of procedure in civil traffic violation cases as set forth in the Rules of Court Procedure for Civil Traffic, Boating, Marijuana, and Parking and Standing Violations."

Section 5: The City Council authorizes and directs the appropriate City officers and employees to perform all necessary or desirable acts to give effect to this Ordinance.

Section 6: If a conflict arises between the provisions of this ordinance and any resolution, other ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Ordinance shall govern.

Section 7: If any section, subsection, sentence, clause, phrase, or portion of Ordinance No. 467 is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by legislation, such decision or law shall not affect the validity of the remaining portion of this Ordinance.

[Remainder of page intentionally left blank, signatures to follow.]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of July 2025.

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. H.**

Meeting Date: 07/09/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Jose A. Guzman, Director of Development Services, Development Services

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2366. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Development Fees Update; declaring it as a public record, establishing an effective date; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Municipalities in Arizona may assess development fees to offset the cost of providing necessary public services to accommodate new development. The development fees are based on the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP), which outline projected growth and the infrastructure required to support it. Development Fees are one-time payments used exclusively for system improvements and may not be used for operations, maintenance, replacement, or correcting existing deficiencies. These fees are paid when a building permit is issued and do not affect current residents.

The City of San Luis contracted with TischlerBise, a nationally recognized consulting firm, to prepare the LUA, IIP, and update development fees to comply with Arizona law.

LUA and IIP OVERVIEW:

The LUA and IIP are the principal planning documents needed to support changes to development fee assessments. These documents reflect updated growth projections, revised cost estimates for infrastructure improvements, and adjustments to account for inflation. The methodology ensures that new development pays a proportionate share of infrastructure costs, keeping the development fees equitable and in compliance with A.R.S. § 9-463.05.

The LUA and IIP were presented during a public hearing held by the City Council on March 19, 2025, and were formally adopted on April 23, 2025.

PUBLIC NOTICE:

In accordance with A.R.S. § 9-463.05(C), the City posted the notice of its intent to assess updated development impact fees on its official website on April 28, 2025, satisfying the statutory 60-day notice requirement prior to adoption.

PUBLIC HEARING:

The City Council held a public hearing on May 28, 2025, as part of the process required before adopting the new fees. The public hearing is required to provide an opportunity for the City Council to receive and consider comments from members of the public before taking official action on the development impact fees.

THIS RESOLUTION:
This resolution is for the City Council to consider approval and adoption or disapproval of the proposed updated Development Fees, which are part of the document titled "Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report".

STAFF RECOMMENDATION:
Various departments collaborated with the consultant to develop this document. Staff recommends approval and adoption of Resolution No. 2366.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2366.

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

Resolution No. 2366
Land Use Assumptions, Infrastructure Improvement Plan and Development Fee Report
Development Fees Comparison

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2366

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING DEVELOPMENT FEES; DECLARING IT A PUBLIC RECORD, ESTABLISHING AN EFFECTIVE DATE; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Arizona Revised Statutes § 9-463.05 required municipalities to update Land Use Assumptions and Infrastructure Improvement Plans at least every five years; and

WHEREAS, these plans are utilized to determine fair and appropriate development impact fees to offset the cost of development; and

WHEREAS, the City has secured TischlerBise to conduct a comprehensive assessment of the City's Development Fees; and

WHEREAS, the City, in anticipation of adopting development impact fees, released the proposed Land Use Assumptions (LUA) and an Infrastructure Improvements Plan (IIP) to the public on January 16, 2025, including posting the required material on the City's website, all in conformance with Arizona Revised Statutes (A.R.S.); and

WHEREAS, on March 19, 2025, the City Council held a public hearing on the Draft Land Use Assumptions and Infrastructure Improvement Plan; and

WHEREAS, on April 23, 2025, the City Council adopted the Land Use Assumptions and Infrastructure Improvement Plan; and

WHEREAS, on April 28, 2025, the City of San Luis provided notice of the date of the public hearing on the proposed development impact fees; and

WHEREAS, on May 28, 2025, the City Council held a public hearing on the proposed development impact fees; and

WHEREAS, the City is required to approve or disapprove the proposed development impact fees within sixty (60) days after the date of the public hearing on the proposed development impact fees; and

WHEREAS, the Land Use Assumptions, Infrastructure Improvement Plan, and Development Fee Report include all necessary elements to be in full compliance with A.R.S. § 9.463.05; and

WHEREAS, the City of San Luis believes that it is in the best interest of the City to adopt the updated development fees under the Land Use Assumptions, Infrastructure Improvement Plan, and Development Fee Report and begin assessing the fees set forth therein effective September 22, 2025.

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

SECTION 1. The document titled "Land Use Assumptions, Infrastructure Improvements Plans, and Development Fee Report," three (3) copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

SECTION 2. The Development Fees, as shown in the document titled "Land Use Assumptions, Infrastructure Improvements Plans, and Development Fee Report," are hereby approved and adopted.

PASSED, APPROVED, AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 9th day of July 2025.

APPROVED:

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report

Prepared for:
San Luis, Arizona

July 9, 2025

TischlerBise
FISCAL | ECONOMIC | PLANNING

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EXECUTIVE SUMMARY

The City of San Luis, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the "IIP"), and update development fees pursuant to Arizona Revised Statutes ("ARS") § 9-463.05 (hereafter referred to as the "Enabling Legislation"). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development's proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of San Luis' Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Parks and Recreational Facilities
3. Police Facilities
4. Street Facilities
5. Water Facilities
6. Wastewater Facilities

This plan includes all necessary elements required to be in full compliance with the Enabling Legislation.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011, and that meets the following requirements:

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 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.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to 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.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education, or experience." TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park amenities.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

INTRODUCTION TO DEVELOPMENT FEES

Development fees are one-time payments used to fund capital improvements necessitated by future development. Development fees have been utilized by local governments in various forms for at least fifty years. Development fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering development fees should note the following limitations:

1) Fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and / or maintenance and rehabilitation costs.

2) Fees cannot be deposited in the General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected.

3) Fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

REQUIRED FINDINGS

There are three reasonable relationship requirements for development fees that are closely related to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of development fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: "impact or need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All future development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to development fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that development fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing development fees requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State Enabling Legislation, as are procedures to ensure that the fees are expended expeditiously or refunded. All requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to development fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development.

DEVELOPMENT FEE REPORT

Development fees for the necessary public services made necessary by new development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, 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 facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating development fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used 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 to keep pace with development.

- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Shown below, Figure 1 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire	Citywide	N/A	Fire Facilities, Fire Apparatus	Development Fee Report	Population, Jobs
Parks and Recreational	Citywide	N/A	Community Park Land, Park Amenities	Development Fee Report	Population, Jobs
Police	Citywide	N/A	Police Facilities, Police Vehicles, Communication Equipment	Development Fee Report	Population, Vehicle Trips
Street	Citywide	N/A	Street Improvements, Intersection Improvements	Development Fee Report	VMT
Water	Citywide	N/A	N/A	Water Treatment / Production, Water Storage / Booster, Development Fee Report	Max Day Gallons
Wastewater	Citywide	N/A	N/A	Wastewater Treatment, Development Fee Report	Average Day Gallons

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

CURRENT DEVELOPMENT FEES

Current development fees are assessed per housing unit for residential development and per 1,000 square feet of floor area for nonresidential development. Current development fees for water and wastewater are assessed by meter size and type.

Figure 2: Current Development Fees

Residential Fees per Unit						
Development Type	Fire	General Government	Parks & Recreational	Police	Street	Current Fees
Single Family	$562	$308	$753	$446	$1,709	$3,778
Multi-Family	$363	$199	$487	$288	$799	$2,136

Nonresidential Fees per 1,000 Square feet						
Development Type	Fire	General Government	Parks & Recreational	Police	Street	Current Fees
Industrial	$433	$238	$127	$135	$378	$1,311
Commercial	$622	$341	$183	$678	$1,718	$3,542
Office & Other Services	$789	$433	$232	$265	$743	$2,462
Institutional	$247	$136	$73	$350	$982	$1,788

Figure 3: Current Development Fees

Fees per Meter			
Meter Size and Type	Water	Wastewater	Current Fees
0.75 Displacement	$542	$912	$1,454
1.00 Displacement	$905	$1,523	$2,428
1.50 Displacement	$1,804	$3,036	$4,840
2.00 Compound	$2,888	$4,860	$7,748
3.00 Compound	$5,781	$9,729	$15,510
4.00 Compound	$9,031	$15,200	$24,231
6.00 Compound	$18,058	$30,391	$48,449
8.00 Compound	$28,893	$48,628	$77,521

PROPOSED DEVELOPMENT FEES

Proposed development fees will be assessed per housing unit for residential development and per 1,000 square feet of floor area for nonresidential development. Proposed development fees for water and wastewater will be assessed by meter size and type. The proposed fees represent the maximum allowable fees. San Luis may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in level-of-service standards. All costs in the Development Fee Report represent current dollars with no assumed inflation over time. If costs change significantly over time, development fees should be recalculated.

Figure 4: Proposed Development Fees

Residential Fees per Unit						
Development Type	Fire	General Government	Parks & Recreational	Police	Street	Proposed Fees
Single Family	$1,470	$0	$1,874	$1,301	$1,701	$6,346
Multi-Family	$1,232	$0	$1,571	$1,090	$1,216	$5,109

Nonresidential Fees per 1,000 Square feet						
Development Type	Fire	General Government	Parks & Recreational	Police	Street	Proposed Fees
Industrial	$1,306	$0	$316	$626	$442	$2,690
Commercial	$1,763	$0	$427	$3,130	$1,457	$6,777
Office & Other Services	$2,711	$0	$656	$1,389	$983	$5,739
Institutional	$2,520	$0	$610	$1,910	$1,352	$6,392

Figure 5: Proposed Development Fees

Fees per Meter			
Meter Size and Type	Water	Wastewater	Proposed Fees
0.75 Displacement	$1,696	$1,269	$2,965
1.00 Displacement	$2,832	$2,119	$4,951
1.50 Displacement	$5,647	$4,226	$9,873
2.00 Compound	$9,038	$6,764	$15,802
3.00 Compound	$18,094	$13,540	$31,634
4.00 Compound	$28,268	$21,154	$49,422
6.00 Compound	$56,519	$42,296	$98,815
8.00 Compound	$90,434	$67,676	$158,110

Difference Between Proposed and Current Development Fees

The differences between the proposed and current development fees are displayed below.

Figure 6: Difference Between Proposed and Current Development Fees

Residential Fees per Unit						
Development Type	Fire	General Government	Parks & Recreational	Police	Street	Difference
Single Family	$908	($308)	$1,121	$855	($8)	$2,568
Multi-Family	$869	($199)	$1,084	$802	$417	$2,973

Nonresidential Fees per 1,000 Square feet						
Development Type	Fire	General Government	Parks & Recreational	Police	Street	Difference
Industrial	$873	($238)	$189	$491	$64	$1,379
Commercial	$1,141	($341)	$244	$2,452	($261)	$3,235
Office & Other Services	$1,922	($433)	$424	$1,124	$240	$3,277
Institutional	$2,273	($136)	$537	$1,560	$370	$4,604

Figure 7: Difference Between Proposed and Current Development Fees

Fees per Meter			
Meter Size and Type	Water	Wastewater	Difference
0.75 Displacement	$1,154	$357	$1,511
1.00 Displacement	$1,927	$596	$2,523
1.50 Displacement	$3,843	$1,190	$5,033
2.00 Compound	$6,150	$1,904	$8,054
3.00 Compound	$12,313	$3,811	$16,124
4.00 Compound	$19,237	$5,954	$25,191
6.00 Compound	$38,461	$11,905	$50,366
8.00 Compound	$61,541	$19,048	$80,589

LAND USE ASSUMPTIONS

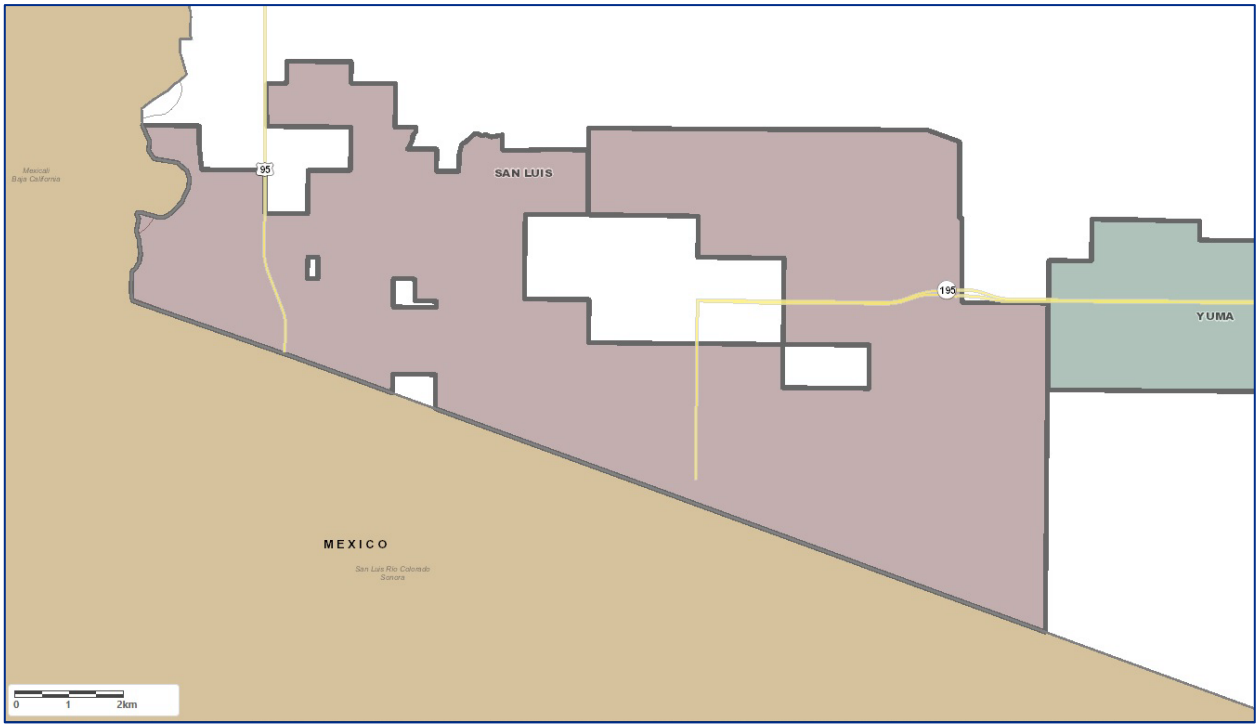
Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

> *"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."*

The estimates and projections of residential and nonresidential development in this *Land Use Assumptions* document are for all areas within San Luis. The current demographic estimates and future development projections will be used in the Infrastructure Improvements Plan (IIP) and in the calculation of development fees. Current demographic data estimates for 2024 are used in calculating levels of service (LOS) provided to existing development in San Luis. Arizona's Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years.

There is one service area for the Infrastructure Improvements Plan and the Development Fee Report, as all fees pertain to services provided citywide. The service area is shown in Figure L1.

Figure L1: Service Area



SUMMARY OF GROWTH INDICATORS

Key land use assumptions include population, housing units, employment, and nonresidential floor area projections. Based on staff recommendations, residential projections are based on 2020 through 2060 population projections published by the Arizona Office of Economic Opportunity (OEO) as well as occupancy factors derived from 2018-2022 American Community Survey data. Nonresidential projections are based on the 2021 ratio of jobs per housing unit and housing unit projections. Development projections are summarized in Figure L12.

These projections will be used to estimate fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development occurs at a slower rate than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs at a faster rate than anticipated, fee revenue will increase, but San Luis will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, residential development projections indicate a population increase of 6,621 persons in 1,908 housing units, and nonresidential development projections indicate an employment increase of 916 jobs in approximately 383,000 square feet.

RESIDENTIAL DEVELOPMENT

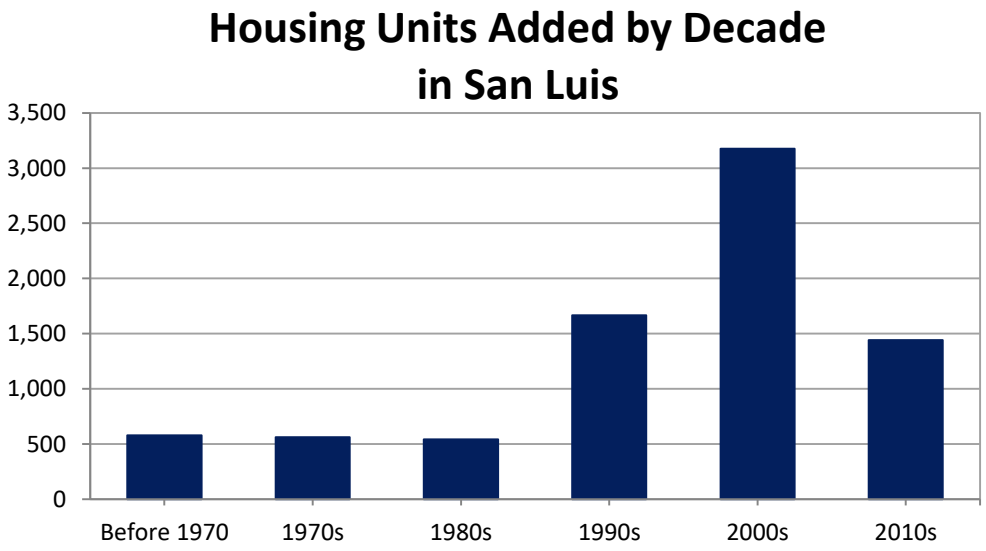
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure L2 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. In the previous decade, San Luis' housing stock grew by an average of 144 housing units per year.

Figure L2: Housing Units by Decade

Census 2010 Housing Units	6,525	San Luis' housing stock grew by an average of 144 housing units per year from 2010 to 2020.
Census 2020 Housing Units	7,966	
New Housing Units 2010 to 2020	1,441	



Source: U.S. Census Bureau, Census 2020 Summary File 1, Census 2010 Summary File 1, 2018-2022 American Community Survey 5-Year Estimates (for 2000s and earlier, adjusted to yield total units in 2010).

Occupancy Factors

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development be imposed according to the number of persons per housing unit.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a "long-form" questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For development fees in San Luis, "Single-Family" includes detached units, attached units, and mobile home units, "Multi-Family" includes duplexes, all structures with two or more units on an individual parcel of land, and all other types of units.

Figure L3 below shows the occupancy estimates for San Luis based on 2018-2022 American Community Survey 5-Year Estimates. Single-family units averaged 3.52 persons per housing unit and multi-family units averaged 2.95 persons per housing unit. The estimates shown below are used only to calculate occupancy factors and may not match population and housing unit estimates shown throughout this report.

Figure L3: Occupancy Factors

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family[1]	29,207	7,996	3.65	8,286	**3.52**	90.5%	3.50%
Multi-Family[2]	2,581	850	3.04	874	**2.95**	9.5%	2.75%
Total	31,788	8,846	3.59	9,160	**3.47**	100.0%	3.43%

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

1. Includes detached, attached (townhouse), and mobile home units.
2. Includes dwellings in structures with two or more units, RVs, and all other units.

Residential Estimates

2020 U.S. Census Bureau population estimates include 35,573 persons, and the 2023 Arizona Office of Economic Opportunity (OEO) population estimates include 38,149 persons. To estimate the 2024 population, TischlerBise uses the increase of 723 persons from 2023 to 2024, from the OEO's 2023-2060 Sub-County Population Projections. San Luis' 2024 population estimate includes 38,872 persons.

2020 U.S. Census Bureau estimates include 7,966 housing units. To estimate housing units in the 2024 base year, the analysis divides the 2020 to 2024 population increase of 3,299 persons (38,872 persons in 2024 – 35,573 persons in 2020) by the citywide occupancy factor of 3.47 persons per housing unit shown in Figure L3. For the 2024 base year, the existing housing stock includes 8,917 total housing units (7,966 housing units in 2020 + (3,299 additional persons / 3.47 persons per housing unit = 951 additional units)). To estimate single-family units and multi-family units, the analysis uses the housing mix percentages shown in Figure L3. The existing housing stock includes 8,066 single-family units (8,917 total housing units X 90.5 percent) and 851 multi-family units (8,917 total housing units X 9.5 percent). For this study, the analysis assumes the occupancy factors shown in Figure L3 will remain constant throughout the 10-year projection period.

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise uses Arizona Office of Economic Opportunity (OEO) 2023-2060 Sub-County Population Projections to project future residential development. As shown in Figure L4, the OEO projects an increase of 6,621 persons in San Luis during the next 10 years. To convert population to housing units, the analysis divides projected population by the citywide occupancy factor of 3.47 persons per housing unit shown in Figure L3. Based on these assumptions, the 10-year projections include an increase of 1,908 housing units.

Figure L4: Residential Projections

San Luis, Arizona	2024	2025	2026	2027	2028	2029	2034	10-Year
	Base Year	1	2	3	4	5	10	Increase
Population								
Total	**38,872**	**39,597**	**40,279**	**40,954**	**41,621**	**42,279**	**45,493**	**6,621**
Housing Units								
Single Family	8,066	8,255	8,433	8,609	8,783	8,954	9,792	1,726
Multi-Family	851	871	889	908	926	944	1,033	182
Total	**8,917**	**9,126**	**9,322**	**9,517**	**9,709**	**9,899**	**10,825**	**1,908**

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Factors

TischlerBise uses the term jobs to refer to employment by place of work. In Figure L5, gray shading indicates the nonresidential development prototypes used to derive employment densities. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial is Light Industrial (ITE 110) with 637 square feet of floor area per employee. For office & other services, the prototype is General office (ITE 710) with 307 square feet of floor area per employee. The prototype for institutional is Government Office (ITE 730) with 330 square feet of floor area per employee. For commercial, the prototype is Shopping Center (ITE 820) with 471 square feet of floor area per employee.

Figure L5: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Square Feet Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

According to estimates published in the U.S. Census Bureau's OnTheMap web application, 2021 employment in San Luis included 3,907 jobs. Applying the employment multipliers shown in Figure L5 to employment estimates shown in Figure L6Figure L6 results in a nonresidential floor area estimate of 1,633,780 square feet.

Figure L6: Nonresidential Estimates

Nonresidential Category	2021 Jobs[1]	Percent of Total Jobs	Square Feet per Job[2]	2021 Estimated Floor Area[3]
Industrial[4]	765	20%	637	487,305
Commercial[5]	942	24%	471	443,682
Office & Other Services[6]	1,009	26%	307	309,763
Institutional[7]	1,191	30%	330	393,030
Total	3,907	100%		1,633,780

1. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2021.
2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).
3. TischlerBise calculation (2021 jobs X square feet per job).
4. Major sectors are Transportation & Warehousing; Wholesale Trade.
5. Major sectors are Retail Trade; Accommodation & Food Services.
6. Major sectors are Administration & Support; Health Care and Social Assistance.
7. Major sectors are Educational Services; Public Administration.

2021 estimates include 3,907 jobs and 8,112 housing units, or 0.48 jobs per housing unit (3,907 jobs / 8,112 housing units). To estimate employment in the 2024 base year, TischlerBise applies the 2021 ratio of jobs per housing unit to the 2024 estimate of 8,917 housing units. 2024 estimated employment includes 4,280 jobs (8,917 housing units X 0.48 jobs per housing unit). For this study, the analysis assumes the share of jobs by nonresidential category shown in Figure L6 will remain constant throughout the 10-year projection period. 2024 employment includes 838 industrial jobs, 1,032 commercial jobs, 1,105 office and other services jobs, and 1,305 institutional jobs.

Nonresidential Projections

Employment and floor area projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise uses the 2021 ratio of 0.48 jobs per housing unit (3,907 jobs / 8,112 housing units) to project employment in subsequent years. Based on projected growth of 1,908 housing units, TischlerBise projects 916 additional jobs during the next 10 years. For this study, the analysis assumes the share of jobs by nonresidential category shown in Figure L6 will remain constant throughout the 10-year projection period. Projected employment growth includes 179 industrial jobs, 221 commercial jobs, 237 office and other services jobs, and 279 institutional jobs.

Applying the ITE square feet per employee factors shown in Figure L5 to the employment projections shown below provides the necessary conversion from jobs to nonresidential floor area. TischlerBise projects approximately 383,000 additional square feet of nonresidential floor area over the next 10 years. This includes 114,000 square feet of industrial floor area (179 industrial jobs X 637 square feet per industrial job), 104,000 square feet of commercial floor area (221 commercial jobs X 471 square feet per job), 73,000 square feet of office & other services floor area (237 office & other services jobs X 307 square feet per job), and 92,000 square feet of institutional floor area (279 institutional jobs X 330 square feet per job).

Figure L7: Nonresidential Projections

San Luis, Arizona	2024	2025	2026	2027	2028	2029	2034	10-Year
	Base Year	1	2	3	4	5	10	Increase
Employment								
Industrial	838	858	876	894	912	930	1,017	179
Commercial	1,032	1,056	1,079	1,101	1,124	1,146	1,253	221
Office & Other Services	1,105	1,131	1,156	1,180	1,204	1,227	1,342	237
Institutional	1,305	1,335	1,364	1,393	1,421	1,448	1,584	279
Total	**4,280**	**4,380**	**4,475**	**4,568**	**4,660**	**4,751**	**5,196**	**916**
Nonres. Sq. Ft. (x1,000)								
Industrial	534	546	558	570	581	593	648	114
Commercial	486	497	508	519	529	540	590	104
Office & Other Services	339	347	355	362	369	377	412	73
Institutional	431	441	450	460	469	478	523	92
Total	**1,790**	**1,832**	**1,871**	**1,910**	**1,949**	**1,987**	**2,173**	**383**

FUNCTIONAL POPULATION

Both residential and nonresidential development increase the demand on city services and facilities. Functional population can be used to calculate the proportional share between residential and nonresidential demand on service and facilities. The functional population approach allocates the cost of infrastructure to residential and nonresidential development based on the activity of residents and workers in the city through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in San Luis are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the city are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the city working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent functional population data (2021), residential development accounts for 82 percent of the functional population and nonresidential development accounts for 18 percent.

Figure L8: Functional Population

Demand Units in 2021					
Residential				Demand Hours/Day	Person Hours
	Population	36,081			
	Residents Not Working		26,382	20	527,640
	Employed Residents		9,699		
	Employed in San Luis		1,442	14	20,188
	Employed outside San Luis		8,257	14	115,598
				Residential Subtotal	663,426
				Residential Share	**82%**
Nonresidential					
	Non-working Residents		26,382	4	105,528
	Jobs Located in San Luis		3,907		
	Residents Employed in San Luis		1,442	10	14,420
	Non-Resident Workers (inflow commuters)		2,465	10	24,650
				Nonresidential Subtotal	144,598
				Nonresidential Share	**18%**
				Total	808,024

Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.5 (employment).

AVERAGE WEEKDAY VEHICLE TRIPS

San Luis will use average weekday vehicle trips (AWVT) in the calculation of development fees. Components used to determine AWVT include average weekday vehicle trip generation rates, adjustments for commuting patterns, and adjustments for pass-by trips.

Residential Trip Generation Rates

For residential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single-family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per unit.

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area. For office and other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for institutional development is Government Office (ITE 730) which generates 22.59 trips per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure L9: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Square Feet Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

Trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 63 percent to account for commuters leaving San Luis for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure L10, the U.S. Census Bureau's OnTheMap web application indicates 85 percent of resident workers traveled outside of San Luis for work in 2021. In combination, these factors (0.31 x 0.50 x 0.85 = 0.13) support the additional 13 percent allocation of trips to residential development.

Figure L10: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	9,699
Residents Living and Working in San Luis	1,442
Residents Commuting Outside San Luis for Work	8,257
Percent Commuting out of San Luis	85%
Additional Production Trips[1]	13%
Residential Trip Adjustment Factor	63%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.5) and LEHD Origin-Destination Employment Statistics, 2021.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2021 indicate that 85 percent of San Luis' workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x 0.85 = 0.13) account for 13 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (13 percent of production trips) for a total of 63 percent.
*http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is approximately 33 percent of the trip ends (66 percent X 50 percent).

Average Weekday Vehicle Trips

Shown below in Figure L11, multiplying average weekday vehicle trip ends and trip adjustment factors by existing development units provides the average weekday vehicle trips generated by existing development. As shown below, existing development generates 63,817 average weekday vehicle trips.

Figure L11: Average Weekday Vehicle Trips by Land Use

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	63%	8,066	47,919
Multi-Family	HU	220	6.74	63%	851	3,613
Industrial	KSF	130	4.87	50%	534	1,300
Commercial	KSF	820	37.01	33%	486	5,936
Office & Other Services	KSF	710	10.84	50%	339	1,839
Institutional	KSF	610	22.59	33%	431	3,210
Total						63,817

DEVELOPMENT PROJECTIONS

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2024 are used in the fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure L12: Development Projections Summary

San Luis, Arizona	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Population	**38,872**	**39,597**	**40,279**	**40,954**	**41,621**	**42,279**	**42,928**	**43,569**	**44,211**	**44,853**	**45,493**	**6,621**
Housing Units												
Single Family	8,066	8,255	8,433	8,609	8,783	8,954	9,123	9,290	9,458	9,625	9,792	1,726
Multi-Family	851	871	889	908	926	944	962	980	998	1,015	1,033	182
Total	**8,917**	**9,126**	**9,322**	**9,517**	**9,709**	**9,899**	**10,086**	**10,270**	**10,455**	**10,640**	**10,825**	**1,908**
Employment												
Industrial	838	858	876	894	912	930	948	965	983	1,000	1,017	179
Commercial	1,032	1,056	1,079	1,101	1,124	1,146	1,167	1,189	1,210	1,231	1,253	221
Office & Other Services	1,105	1,131	1,156	1,180	1,204	1,227	1,250	1,273	1,296	1,319	1,342	237
Institutional	1,305	1,335	1,364	1,393	1,421	1,448	1,476	1,503	1,530	1,557	1,584	279
Total	**4,280**	**4,380**	**4,475**	**4,568**	**4,660**	**4,751**	**4,841**	**4,930**	**5,019**	**5,107**	**5,196**	**916**
Nonres. Sq. Ft. (x1,000)												
Industrial	534	546	558	570	581	593	604	615	626	637	648	114
Commercial	486	497	508	519	529	540	550	560	570	580	590	104
Office & Other Services	339	347	355	362	369	377	384	391	398	405	412	73
Institutional	431	441	450	460	469	478	487	496	505	514	523	92
Total	**1,790**	**1,832**	**1,871**	**1,910**	**1,949**	**1,987**	**2,024**	**2,061**	**2,099**	**2,136**	**2,173**	**383**

Average Weekday Vehicle Trips

TischlerBise uses the projections shown below for the police and street facilities fees.

Figure L13: Average Weekday Vehicle Trips Summary

San Luis, Arizona	Base	1	2	3	4	5	6	7	8	9	10	10-Year
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Increase
Single Family Units	8,066	8,255	8,433	8,609	8,783	8,954	9,123	9,290	9,458	9,625	9,792	1,726
Multi-Family Units	851	871	889	908	926	944	962	980	998	1,015	1,033	182
Industrial KSF	534	546	558	570	581	593	604	615	626	637	648	114
Commercial KSF	486	497	508	519	529	540	550	560	570	580	590	104
Office & Other Services KSF	339	347	355	362	369	377	384	391	398	405	412	73
Institutional KSF	431	441	450	460	469	478	487	496	505	514	523	92
Single Family Trips	47,919	49,042	50,098	51,143	52,176	53,196	54,201	55,194	56,188	57,181	58,173	10,253
Multi-Family Trips	3,613	3,697	3,777	3,856	3,934	4,010	4,086	4,161	4,236	4,311	4,386	773
Residential Trips	51,532	52,739	53,875	54,999	56,110	57,206	58,287	59,355	60,424	61,492	62,558	11,026
Industrial Trips	1,300	1,330	1,359	1,387	1,415	1,443	1,470	1,497	1,524	1,551	1,578	278
Commercial Trips	5,936	6,075	6,206	6,336	6,464	6,590	6,714	6,837	6,961	7,084	7,206	1,270
Office & Other Services Trips	1,839	1,882	1,923	1,963	2,003	2,042	2,080	2,118	2,157	2,195	2,233	394
Institutional Trips	3,210	3,285	3,356	3,426	3,495	3,563	3,630	3,697	3,764	3,830	3,896	687
Nonresidential Trips	12,285	12,573	12,844	13,112	13,376	13,638	13,895	14,150	14,405	14,659	14,914	2,629
Total Vehicle Trips	**63,817**	**65,312**	**66,719**	**68,110**	**69,486**	**70,844**	**72,183**	**73,505**	**74,829**	**76,151**	**77,472**	**13,655**

FIRE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Fire Facilities IIP:

> *"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."*

The Fire Facilities IIP includes components for fire facilities, fire apparatus, and the cost of preparing the Fire Facilities IIP and related development fee report. The incremental expansion methodology is used for fire facilities and fire apparatus. The plan-based methodology is used for the development fee report.

SERVICE AREA

The San Luis Fire Department strives to provide a uniform response time within the city limits; therefore, there is a single service area for the Fire Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05(B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees allocate fire capital costs between residential and nonresidential development based on functional population. Both residential and nonresidential development increase the demand on city services and facilities. Functional population can be used to calculate the proportional share between residential and nonresidential demand for services and facilities. The functional population approach allocates the cost of infrastructure to residential and nonresidential development based on the activity of residents and workers in the city through the 24 hours in a weekday.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in San Luis are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the city are assigned 14 hours to residential development, the remaining hours in the day are assumed to be spent outside of the city working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent functional population data (2021), residential development accounts for 82 percent of the functional population and nonresidential development accounts for 18 percent.

Figure F1: Proportionate Share

Demand Units in 2021					
Residential				Demand Hours/Day	Person Hours
	Population	36,081			
	Residents Not Working		26,382	20	527,640
	Employed Residents		9,699		
	Employed in San Luis		1,442	14	20,188
	Employed outside San Luis		8,257	14	115,598
				Residential Subtotal	663,426
				Residential Share	**82%**
Nonresidential					
	Non-working Residents		26,382	4	105,528
	Jobs Located in San Luis		3,907		
	Residents Employed in San Luis		1,442	10	14,420
	Non-Resident Workers (inflow commuters)		2,465	10	24,650
				Nonresidential Subtotal	144,598
				Nonresidential Share	**18%**
				Total	808,024

Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.5 (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by housing type. Since nonresidential calls for service were unavailable by specific nonresidential use, TischlerBise recommends using jobs as the demand indicator for nonresidential demand. Employment density is highest for office and institutional development and lowest for industrial development. Commercial densities fall between the other categories. This ranking of employment densities is consistent with the relative demand for fire services from nonresidential development.

Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"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."*

Figure F2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of jobs per thousand square feet of floor area.

Figure F2: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Single Family	3.52
Multi-Family	2.95

Nonresidential Development per 1,000 Square Feet	
Development Type	Jobs[1]
Industrial	1.57
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"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."*

ARS § 9-463.05(E)(2) requires:

> *"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."*

Fire Facilities – Incremental Expansion

San Luis currently provides 16,966 square feet of fire facilities to existing development, and San Luis plans to construct additional fire facilities to serve future development. To allocate the proportionate share of demand for fire facilities to residential and nonresidential development, this analysis uses functional population shown in Figure F1. San Luis' existing level of service for residential development is 0.3579 square feet per person (16,966 square feet X 82 percent residential share / 38,872 persons). The existing nonresidential level of service is 0.7135 square feet per job (16,966 square feet X 18 percent nonresidential share / 4,280 jobs).

The San Luis Fire Department provided a construction cost of $600 per square foot, and the analysis uses this as a proxy for future growth-related fire facility costs. For fire facilities, the cost is $214.74 per person (0.3579 square feet per person X $600 per square foot) and $428.11 per job (0.7135 square feet per job X $600 per square foot).

Figure F3: Existing Level of Service

Description	Square Feet
Fire Station 1	14,466
Fire Station 2	2,500
Total	16,966

Cost Factors	
Cost per Square Foot	$600

Level-of-Service (LOS) Standards	
Existing Square Feet	16,966
Residential	
Residential Share	82%
2024 Population	38,872
Square Feet per Person	0.3579
Cost per Person	$214.74
Nonresidential	
Nonresidential Share	18%
2024 Jobs	4,280
Square Feet per Job	0.7135
Cost per Job	$428.11

Source: San Luis Fire Department

Fire Apparatus – Incremental Expansion

San Luis currently serves existing development with 13 fire apparatus and plans to acquire additional fire apparatus to serve future development. Based on 2024 dollars, the total cost of the existing fleet is $9,495,000. The weighted average cost of the existing fleet is $730,385 per unit, and the analysis uses this as a proxy for future growth-related fire apparatus costs. To allocate the proportionate share of demand for fire apparatus to residential and nonresidential development, this analysis uses functional population outlined in Figure F1. San Luis' existing level of service for residential development is 0.0003 units per person (13 units X 82 percent residential share / 38,872 persons). The existing nonresidential level of service is 0.0005 units per job (13 units X 18 percent nonresidential share / 4,280 jobs).

The weighted average cost of the existing fleet is $730,385 per unit ($9,495,000 total cost / 13 units), and the analysis uses this as a proxy for future growth-related fire apparatus costs. San Luis may use development fees to expand its fire apparatus fleet. For fire apparatus, the cost is $200.29 per person (0.0003 units per person X $730,385 per unit) and $399.32 per job (0.0005 units per job X $730,385 per unit).

Figure F4: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Pumper	2	$1,450,000	$2,900,000
Ladder Truck	2	$1,850,000	$3,700,000
Rescue Vehicle	2	$110,000	$220,000
Special Ops Truck	1	$275,000	$275,000
Ambulance	6	$400,000	$2,400,000
Total	13	$730,385	$9,495,000

Cost Factors	
Weighted Average per Unit	$730,385

Level-of-Service (LOS) Standards	
Existing Units	13
Residential	
Residential Share	82%
2024 Population	38,872
Units per Person	0.0003
Cost per Person	$200.29
Nonresidential	
Nonresidential Share	18%
2024 Jobs	4,280
Units per Job	0.0005
Cost per Job	$399.32

Source: San Luis Fire Department

Development Fee Report – Plan-Based

The cost to prepare the Fire Facilities IIP and related development fee report equals $11,000. San Luis plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future development from the *Land Use Assumptions* document, the cost is $2.65 per person and $4.20 per job.

Figure F5: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Jobs	471	$4.20
Parks and Recreational	$11,000	Residential	96%	Population	3,407	$3.10
		Nonresidential	4%	Jobs	471	$0.93
Police	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Vehicle Trips	1,353	$1.46
Street	$13,000	All Development	100%	VMT	17,976	$0.72
Water	$14,360	All Development	100%	Max Gallons	640,286	$0.02
Wastewater	$14,360	All Development	100%	Avg Gallons	212,650	$0.07
Total	$74,720					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"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."*

ARS § 9-463.05(E)(6) requires:

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

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 6,621 persons and employment growth of 916 jobs. To maintain existing levels of service, San Luis needs to construct approximately 3,023 square feet of fire facilities and acquire approximately 2.3 fire apparatus over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Fire Facilities IIP.

Fire Facilities – Incremental Expansion

San Luis plans to maintain its existing level of service for fire facilities over the next 10 years. Based on a projected population increase of 6,621 persons, future residential development demands approximately 2,369 square feet of fire facilities (6,621 additional persons X 0.3579 square feet per person). With projected nonresidential growth of 916 jobs, future nonresidential development demands approximately 653 additional square feet of fire facilities (916 additional jobs X 0.7135 square feet per job). Future development demands approximately 3,023 square feet of fire facilities at a cost of $1,813,731 (3,022.9 square feet X $600 per square foot). San Luis may use development fees to construct new fire facilities or expand existing fire facilities.

Figure F6: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Fire Facilities	0.3579 Square Feet	per Person	$600
	0.7135 Square Feet	per Job	

Demand for Fire Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	38,872	4,280	13,912.1	3,053.9	16,966.0
2025	39,597	4,380	14,171.5	3,125.4	17,296.9
2026	40,279	4,475	14,415.6	3,192.7	17,608.3
2027	40,954	4,568	14,657.1	3,259.3	17,916.4
2028	41,621	4,660	14,895.8	3,325.2	18,221.0
2029	42,279	4,751	15,131.4	3,390.1	18,521.5
2030	42,928	4,841	15,363.7	3,454.2	18,817.9
2031	43,569	4,930	15,593.2	3,517.5	19,110.6
2032	44,211	5,019	15,822.9	3,580.8	19,403.8
2033	44,853	5,107	16,052.4	3,644.1	19,696.5
2034	45,493	5,196	16,281.6	3,707.3	19,988.9
10-Yr Increase	6,621	916	2,369.4	653.4	3,022.9
Growth-Related Expenditures			$1,421,667	$392,065	$1,813,731

Fire Apparatus – Incremental Expansion

San Luis plans to maintain its existing level of service for fire apparatus over the next 10 years. Based on a projected population increase of 6,621 persons, future residential development demands approximately 1.8 fire apparatus (6,621 persons X 0.0003 units per person). With projected nonresidential growth of 916 jobs, future nonresidential development demands approximately 0.5 fire apparatus (916 additional jobs X 0.0005 units per job). Future development demands approximately 2.3 fire apparatus at a cost of $1,691,754 (2.3 units X $730,385 per unit). San Luis may use development fees to expand its existing fire apparatus fleet.

Figure F7: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Apparatus	0.0003 Units	per Person	$730,385
	0.0005 Units	per Job	

Demand for Fire Apparatus					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	38,872	4,280	10.7	2.3	13.0
2025	39,597	4,380	10.9	2.4	13.3
2026	40,279	4,475	11.0	2.4	13.5
2027	40,954	4,568	11.2	2.5	13.7
2028	41,621	4,660	11.4	2.5	14.0
2029	42,279	4,751	11.6	2.6	14.2
2030	42,928	4,841	11.8	2.6	14.4
2031	43,569	4,930	11.9	2.7	14.6
2032	44,211	5,019	12.1	2.7	14.9
2033	44,853	5,107	12.3	2.8	15.1
2034	45,493	5,196	12.5	2.8	15.3
10-Yr Increase	6,621	916	1.8	0.5	2.3
Growth-Related Expenditures			$1,326,057	$365,697	$1,691,754

FIRE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because San Luis' construction transaction privilege tax rate is equal to the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Fire Facilities Development Fees

Figure F8 includes infrastructure components and cost factors for fire facilities development fees. The cost per service unit is $417.68 per person and $831.63 per job.

Residential development fees are calculated per housing unit, based on housing type, and vary proportionately according to the number of persons per housing unit. For a single-family unit, the fee of $1,470 is calculated using a cost of $417.68 per person multiplied by 3.52 persons per housing unit.

Nonresidential development fees are calculated per 1,000 square feet and vary proportionately according to the number of jobs. For industrial development, the fee of $1,306 per 1,000 square feet is calculated using a cost of $831.63 per job multiplied by 1.57 jobs per 1,000 square feet.

Figure F8: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Facilities	$214.74	$428.11
Fire Apparatus	$200.29	$399.32
Development Fee Report	$2.65	$4.20
Total	$417.68	$831.63

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Single Family	3.52	$1,470	$562	$908
Multi-Family	2.95	$1,232	$363	$869

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	1.57	$1,306	$433	$873
Commercial	2.12	$1,763	$622	$1,141
Office & Other Services	3.26	$2,711	$789	$1,922
Institutional	3.03	$2,520	$247	$2,273

1. See Land Use Assumptions

Fire Facilities Development Fee Revenue

Appendix A contains the forecast of revenues required by Arizona's enabling legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for fire facilities needed to accommodate future development. Projected fee revenue shown in Figure F9 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for fire facilities shown in Figure F8. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals $3,512,900 and projected expenditures equal $3,516,485.

Figure F9: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Facilities	$1,813,731	$0	$1,813,731
Fire Apparatus	$1,691,754	$0	$1,691,754
Development Fee Report	$11,000	$0	$11,000
Total	$3,516,485	$0	$3,516,485

	Single Family $1,470 per unit	Multi-Family $1,232 per unit	Industrial $1,306 per 1,000 sq ft	Commercial $1,763 per 1,000 sq ft	Office & Other $2,711 per 1,000 sq ft	Institutional $2,520 per 1,000 sq ft
Year	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base 2024	8,066	851	534	486	339	431
Year 1 2025	8,255	871	546	497	347	441
Year 2 2026	8,433	889	558	508	355	450
Year 3 2027	8,609	908	570	519	362	460
Year 4 2028	8,783	926	581	529	369	469
Year 5 2029	8,954	944	593	540	377	478
Year 6 2030	9,123	962	604	550	384	487
Year 7 2031	9,290	980	615	560	391	496
Year 8 2032	9,458	998	626	570	398	505
Year 9 2033	9,625	1,015	637	580	405	514
Year 10 2034	9,792	1,033	648	590	412	523
10-Year Increase	1,726	182	114	104	73	92
Projected Revenue	$2,529,653	$223,618	$148,774	$182,909	$196,369	$231,577

Projected Fee Revenue	$3,512,900
Total Expenditures	$3,516,485

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

> *"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."*

The Parks and Recreational Facilities IIP includes components for community park land, park amenities, and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for community park land and park amenities. The plan-based methodology is used for the Development Fee Report.

SERVICE AREA

San Luis provides citywide access to parks and recreational facilities; therefore, there is a single service area for the Parks and Recreational Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreational Facilities IIP and development fees allocate the capital cost of necessary public services between residential and nonresidential development based on functional population. The Arizona Office of Economic Opportunity estimates San Luis' 2021 population equal to 36,081 persons. Based on 2021 estimates from the U.S. Census Bureau's OnTheMap web application, 2,465 inflow commuters traveled to San Luis for work in 2021. The proportionate share is based on cumulative impact days per year. Potential impact to parks and recreational facilities equals 365 days per year per resident and 250 days per year per inflow commuter. For parks and recreational facilities, residential development generates 96 percent of demand and nonresidential development generates the remaining four percent of demand.

Figure PR1: Proportionate Share

Development Type	Service Unit	Impact Days per Year	Cumulative Impact Days per Year	Proportionate Share
Residential	36,081 persons[1]	365	13,169,565	96%
Nonresidential	2,465 inflow commuters[2]	250	616,250	4%
Total			13,785,815	100%

1. Arizona Office of Economic Opportunity, 2021.

2. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.4, 2021.

Residential Impact: 365 days per year

Nonresidential Impact: 5 days per week X 50 weeks per year

Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"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."*

Figure PR2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of jobs per thousand square feet of floor area.

Figure PR2: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Single Family	3.52
Multi-Family	2.95

Nonresidential Development per 1,000 Square Feet	
Development Type	Jobs[1]
Industrial	1.57
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"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."*

ARS § 9-463.05(E)(2) requires:

> *"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."*

Community Park Land – Incremental Expansion

San Luis currently provides 45.1 acres of community park land to existing development and plans to acquire additional community park land to serve future development. To allocate the proportionate share of demand for park land to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. San Luis' existing LOS for residential development is 0.00111 acres per person (45.1 acres X 96 percent residential share / 38,872 persons). For nonresidential development, the existing LOS is 0.00042 acres per job (45.1 acres X four percent nonresidential share / 4,280 jobs).

San Luis city staff provided a cost estimate of $54,000 per acre, and the analysis uses this as a proxy for future land acquisition costs. San Luis may use development fees to purchase additional community park land. For community park land, the cost is $60.15 per person (0.00111 acres per person X $54,000 per acre) and $22.76 per job (0.00042 acres per job X $54,000 per acre).

Figure PR3: Existing Level of Service

Description	Acres
East Community Park	18.0
Joe Orduño Community Park	27.1
Total	45.1

Cost Factors	
Cost per Acre	$54,000

Level-of-Service (LOS) Standards	
Existing Acres	45.10
Residential	
Residential Share	96%
2024 Population	38,872
Acres per Person	0.00111
Cost per Person	$60.15
Nonresidential	
Nonresidential Share	4%
2024 Jobs	4,280
Acres per Job	0.00042
Cost per Job	$22.76

Source: San Luis Parks and Recreation Department

Park Amenities – Incremental Expansion

San Luis currently provides 155.5 park amenities and plans to construct additional park amenities to serve future development. Based on costs provided by city staff, the total cost of existing park amenities is $18,999,500. The analysis uses the weighted average cost of $122,183 per unit as a proxy for future growth-related park amenity costs.

Figure PR4: Existing Park Amenities

Description	Units	Unit Cost	Total Cost
Baseball / Softball Field	3	$421,000	$1,263,000
Basketball Court	6	$102,000	$612,000
Bench	26	$3,000	$78,000
Grill	21	$1,000	$21,000
Playground	26	$217,000	$5,642,000
Ramada	29	$47,000	$1,363,000
Restroom	4	$330,000	$1,320,000
Skate Park	2	$120,000	$240,000
Soccer Field	18.5	$361,000	$6,678,500
Tennis Court	3	$132,000	$396,000
Volleyball Court	3	$24,000	$72,000
Walking Path	6	$123,000	$738,000
Lighting	8	$72,000	$576,000
Total	155.5	$122,183	$18,999,500

Source: San Luis Parks and Recreation Department

To allocate the proportionate share of demand for park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. San Luis' existing LOS for residential development is 0.00384 units per person (155.5 units X 96 percent residential share / 38,872 persons). For nonresidential development, the existing LOS is 0.00145 units per job (155.5 units X four percent nonresidential share / 4,280 jobs).

Based on the total cost of San Luis' existing park amenities, the weighted average cost for park amenities is $122,183 per unit ($18,999,500 total cost / 155.5 units). San Luis may use development fees to construct additional park amenities in existing or future parks. For park amenities, the cost is $469.22 per person (0.00384 units per person X $122,183 per unit) and $177.56 per job (0.00145 units per job X $122,183 per unit).

Figure PR5: Existing Level of Service

Cost Factors	
Weighted Average per Unit	$122,183

Level-of-Service (LOS) Standards	
Existing Units	155.5
Residential	
Residential Share	96%
2024 Population	38,872
Units per Person	0.00384
Cost per Person	$469.22
Nonresidential	
Nonresidential Share	4%
2024 Jobs	4,280
Units per Job	0.00145
Cost per Job	$177.56

Source: San Luis Parks and Recreation Department

Development Fee Report – Plan-Based

The cost to prepare the Parks and Recreational Facilities IIP and development fees totals $11,000. San Luis plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost is $3.10 per person and $0.93 per job.

Figure PR6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Jobs	471	$4.20
Parks and Recreational	$11,000	Residential	96%	Population	3,407	$3.10
		Nonresidential	4%	Jobs	471	$0.93
Police	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Vehicle Trips	1,353	$1.46
Street	$13,000	All Development	100%	VMT	17,976	$0.72
Water	$14,360	All Development	100%	Max Gallons	640,286	$0.02
Wastewater	$14,360	All Development	100%	Avg Gallons	212,650	$0.07
Total	$74,720					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"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."*

ARS § 9-463.05(E)(6) requires:

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

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 6,621 persons and employment growth of 916 jobs. To maintain the existing levels of service, San Luis needs to purchase approximately 7.8 acres of community park land and construct approximately 27 park amenities. The following pages include a more detailed projection of demand for services and costs for the Parks and Recreational Facilities IIP.

Community Park Land – Incremental Expansion

San Luis plans to maintain its existing level of service for community park land over the next 10 years. Based on a projected population increase of 6,621 persons, future residential development demands approximately 7.4 acres of community park land (6,621 additional persons X 0.00111 acres per person). With projected employment growth of 916 jobs, future nonresidential development demands approximately 0.4 acres of community park land (916 additional jobs X 0.00042 acres per job). Future development demands approximately 7.8 acres of community park land at a cost of $419,038 (7.8 acres X $54,000 per acre). San Luis may use development fees to purchase additional community park land.

Figure PR7: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Community Park Land	0.00111 Acres	per Person	$54,000
	0.00042 Acres	per Job	

Demand for Community Park Land					
Year	Population	Jobs	Acres		
			Residential	Nonresidential	Total
2024	38,872	4,280	43.3	1.8	45.1
2025	39,597	4,380	44.1	1.8	45.9
2026	40,279	4,475	44.9	1.9	46.7
2027	40,954	4,568	45.6	1.9	47.5
2028	41,621	4,660	46.4	2.0	48.3
2029	42,279	4,751	47.1	2.0	49.1
2030	42,928	4,841	47.8	2.0	49.9
2031	43,569	4,930	48.5	2.1	50.6
2032	44,211	5,019	49.2	2.1	51.4
2033	44,853	5,107	50.0	2.2	52.1
2034	45,493	5,196	50.7	2.2	52.9
10-Yr Increase	6,621	916	7.4	0.4	7.8
Growth-Related Expenditures			$398,194	$20,844	$419,038

Park Amenities – Incremental Expansion

San Luis plans to maintain its existing level of service for park amenities over the next 10 years. Based on a projected population increase of 6,621 persons, future residential development demands approximately 25.4 park amenities (6,621 additional persons X 0.00384 units per person). With projected employment growth of 916 jobs, future nonresidential development demands approximately 1.3 park amenities (916 additional jobs X 0.00145 units per job). Future development demands approximately 27.4 additional park amenities at a cost of $3,269,080 (27.4 units X $122,183 per units). San Luis may use development fees to construct additional park amenities in existing or future parks.

Figure PR8: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.00384 Units	per Person	$122,183
	0.00145 Units	per Job	

Demand for Park Amenities					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	38,872	4,280	149.3	6.2	155.5
2025	39,597	4,380	152.1	6.4	158.4
2026	40,279	4,475	154.7	6.5	161.2
2027	40,954	4,568	157.3	6.6	163.9
2028	41,621	4,660	159.8	6.8	166.6
2029	42,279	4,751	162.4	6.9	169.3
2030	42,928	4,841	164.9	7.0	171.9
2031	43,569	4,930	167.3	7.2	174.5
2032	44,211	5,019	169.8	7.3	177.1
2033	44,853	5,107	172.2	7.4	179.7
2034	45,493	5,196	174.7	7.6	182.3
10-Yr Increase	6,621	916	25.4	1.3	26.8
Growth-Related Expenditures			$3,106,466	$162,614	$3,269,080

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because San Luis' construction transaction privilege tax rate is equal to the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Parks and Recreational Facilities Development Fees

Figure PR9 includes infrastructure components and cost factors for parks and recreational facilities development fees. The cost per service unit is $532.47 per person and $201.25 per job.

Residential development fees are calculated per housing unit, based on unit type, and vary proportionately according to the number of persons per housing unit. For a single-family unit, the fee of $1,874 is calculated using a cost of $532.47 per person multiplied by 3.52 persons per housing unit.

Nonresidential development fees are calculated per 1,000 square feet and vary proportionately according to the number of jobs. For industrial development, the fee of $316 per 1,000 square feet is calculated using a cost of $201.25 per job, multiplied by 1.57 jobs per 1,000 square feet.

Figure PR9: Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Community Park Land	$60.15	$22.76
Park Amenities	$469.22	$177.56
Development Fee Report	$3.10	$0.93
Total	$532.47	$201.25

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Single Family	3.52	$1,874	$753	$1,121
Multi-Family	2.95	$1,571	$487	$1,084

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	1.57	$316	$127	$189
Commercial	2.12	$427	$183	$244
Office & Other Services	3.26	$656	$232	$424
Institutional	3.03	$610	$73	$537

1. See Land Use Assumptions

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate new development. Projected fee revenue shown in Figure PR10 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR9. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals $3,694,704 and projected expenditures equal $3,699,118.

Figure PR10: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Community Park Land	$419,038	$0	$419,038
Park Amenities	$3,269,080	$0	$3,269,080
Development Fee Report	$11,000	$0	$11,000
Total	$3,699,118	$0	$3,699,118

	Single Family $1,874 per unit	Multi-Family $1,571 per unit	Industrial $316 per 1,000 sq ft	Commercial $427 per 1,000 sq ft	Office & Other $656 per 1,000 sq ft	Institutional $610 per 1,000 sq ft
Year	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base 2024	8,066	851	534	486	339	431
Year 1 2025	8,255	871	546	497	347	441
Year 2 2026	8,433	889	558	508	355	450
Year 3 2027	8,609	908	570	519	362	460
Year 4 2028	8,783	926	581	529	369	469
Year 5 2029	8,954	944	593	540	377	478
Year 6 2030	9,123	962	604	550	384	487
Year 7 2031	9,290	980	615	560	391	496
Year 8 2032	9,458	998	626	570	398	505
Year 9 2033	9,625	1,015	637	580	405	514
Year 10 2034	9,792	1,033	648	590	412	523
10-Year Increase	1,726	182	114	104	73	92
Projected Revenue	$3,225,692	$285,147	$36,010	$44,272	$47,530	$56,052

Projected Fee Revenue	$3,694,704
Total Expenditures	$3,699,118

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Police Facilities IIP:

> *"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."*

The Police Facilities IIP includes components for police facilities, police vehicles, communication equipment, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for police facilities, police vehicles, and communication equipment. The plan-based methodology is used for the Development Fee Report.

SERVICE AREA

The San Luis Police Department strives to provide a uniform response time within the city limits; therefore, there is a single service area for the Police Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Police Facilities IIP and development fees allocate police capital costs between residential and nonresidential development based on functional population. Both residential and nonresidential development increase the demand on city services and facilities. Functional population can be used to calculate the proportional share between residential and nonresidential demand on service and facilities. The functional population approach allocates the cost of infrastructure to residential and nonresidential development based on the activity of residents and workers in the city through the 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in San Luis are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside the city are assigned 14 hours to residential development, and the remaining hours in the day are assumed to be spent outside of the city working. Inflow commuters are assigned 10 hours to nonresidential development. Based on the most recent functional population data (2021), residential development accounts for 82 percent of the functional population and nonresidential development accounts for 18 percent.

Figure P1: Proportionate Share

Demand Units in 2021					
Residential				Demand Hours/Day	Person Hours
	Population	36,081			
	Residents Not Working		26,382	20	527,640
	Employed Residents		9,699		
	Employed in San Luis			1,442	14	20,188
	Employed outside San Luis			8,257	14	115,598
				Residential Subtotal		663,426
				Residential Share		**82%**
Nonresidential					
	Non-working Residents		26,382	4	105,528
	Jobs Located in San Luis		3,907		
	Residents Employed in San Luis			1,442	10	14,420
	Non-Resident Workers (inflow commuters)			2,465	10	24,650
				Nonresidential Subtotal		144,598
				Nonresidential Share		**18%**
				Total		808,024

Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.5 (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by housing unit type. Since nonresidential calls for service were unavailable by specific nonresidential use, TischlerBise recommends using vehicle trips as the demand indicator for nonresidential demand. Vehicle trip generation rates are highest for commercial development and lowest for industrial development. Office and institutional trip generation rates fall between the other two categories. This ranking of vehicle trip generation factors is consistent with the relative demand for police services from nonresidential development.

Ratio of Service Unit to Development Unit

ARS § 9-463.05(E)(4) requires:

> *"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."*

Figure P2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of vehicle trips per thousand square feet of floor area.

Figure P2: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit	
Development Type	Persons per Housing Unit[1]
Single Family	3.52
Multi-Family	2.95

Nonresidential Development per 1,000 Square Feet			
Development Type	Avg Weekday Veh Trip Ends[1]	Trip Rate Adjustment	Avg Weekday Veh Trips[1]
Industrial	4.87	50%	2.44
Commercial	37.01	33%	12.21
Office & Other Services	10.84	50%	5.42
Institutional	22.59	33%	7.45

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"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."*

ARS § 9-463.05(E)(2) requires:

> *"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."*

Police Facilities – Incremental Expansion

San Luis currently provides 19,856 square feet of police facilities to existing development and plans to construct additional police facilities to serve future development. The San Luis Police Department plans to construct police station 2 for $7,198,523 with a total floor area of 11,300 square feet. The analysis uses $637 per square foot ($7,198,523 / 11,300 square feet) as a proxy for growth-related police facility costs. San Luis may use development fees to construct police station 2 or to construct other growth-related police facilities.

To allocate the proportionate share of demand for police facilities to residential and nonresidential development, this analysis uses the proportionate share outlined in Figure P1. San Luis' existing level of service for residential development is 0.4189 square feet per person (19,856 square feet X 82 percent residential share / 38,872 persons). The existing nonresidential level of service is 0.2909 square feet per vehicle trip (19,856 square feet X 18 percent nonresidential share / 12,285 vehicle trips).

Using the planned construction costs for police station 2, the analysis uses $637 per square foot as a proxy for growth-related police facility costs. For police facilities, the cost is $266.83 per person (0.4189 square feet per person X $637 per square foot) and $185.33 per vehicle trip (0.2909 square feet per vehicle trip X $637 per square foot).

Figure P3: Existing Level of Service

Description	Square Feet
Police Station	19,856
Total	19,856

Cost Factors	
Police Station 2 Cost	$7,198,523
Planned Square Feet	11,300
Cost per Square Foot	$637

Level-of-Service (LOS) Standards	
Existing Square Feet	19,856
Residential	
Residential Share	82%
2024 Population	38,872
Square Feet per Person	0.4189
Cost per Person	$266.83
Nonresidential	
Nonresidential Share	18%
2024 Vehicle Trips	12,285
Square Feet per Vehicle Trip	0.2909
Cost per Vehicle Trip	$185.33

Source: San Luis Police Department

Police Vehicles – Incremental Expansion

San Luis has a fleet of 49 police vehicles and plans to acquire additional police vehicles to serve future development. To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses the proportionate share outlined in Figure P1. San Luis' existing level of service for residential development is 0.0010 units per person (49 units X 82 percent residential share / 38,872 persons). The existing nonresidential level of service is 0.0007 units per vehicle trip (49 units X 18 percent nonresidential share / 12,285 vehicle trips).

Based on the cost of San Luis' existing police vehicles, the weighted average cost is $72,306 per unit ($3,543,000 total cost / 49 units). San Luis may use development fees to expand its police vehicle fleet. For police vehicles, the cost is $74.4 per person (0.0010 units per person X $72,306 per unit) and $51.91 per vehicle trip (0.0007 units per vehicle trip X $72,306 per unit).

Figure P4: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Patrol	30	$92,500	$2,775,000
Motor Unit	3	$32,000	$96,000
K-9	4	$36,000	$144,000
Detective	4	$42,000	$168,000
Command Staff	4	$43,000	$172,000
Transit Enforcement	4	$47,000	$188,000
Total	49	$72,306	$3,543,000

Cost Factors	
Weighted Average per Unit	$72,306

Level-of-Service (LOS) Standards	
Existing Units	49
Residential	
Residential Share	82%
2024 Population	38,872
Units per Person	0.0010
Cost per Person	$74.74
Nonresidential	
Nonresidential Share	18%
2024 Vehicle Trips	12,285
Units per Vehicle Trip	0.0007
Cost per Vehicle Trip	$51.91

Source: San Luis Police Department

Communication Equipment – Incremental Expansion

San Luis currently serves existing development with 134 units of communication equipment, and San Luis plans to acquire additional communication equipment to serve future development. To allocate the proportionate share of demand for communication equipment to residential and nonresidential development, this analysis uses the proportionate share outlined in Figure P1. San Luis' existing level of service for residential development is 0.0028 units per person (134 units X 82 percent residential share / 38,872 persons). The existing nonresidential level of service is 0.0020 units per vehicle trip (134 units X 18 percent nonresidential share / 12,285 vehicle trips).

Based on the weighted average cost of existing communication equipment, the analysis uses $8,993 per unit ($1,205,000 total cost / 134 units) as a proxy for future communication equipment. San Luis may use development fees to acquire additional communication equipment to serve future development. For communication equipment, the cost is $25.42 per person (0.0028 units per person X $8,993 per unit) and $17.66 per vehicle trip (0.0020 units per vehicle trip X $8,993 per unit).

Figure P5: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Mobile Radio	65	$7,000	$455,000
Portable Radio	64	$5,000	$320,000
Radio Console 7500	4	$50,000	$200,000
Communication Tower	1	$230,000	$230,000
Total	134	$8,993	$1,205,000

Cost Factors	
Weighted Average per Unit	$8,993

Level-of-Service (LOS) Standards	
Existing Units	134
Residential	
Residential Share	82%
2024 Population	38,872
Units per Person	0.0028
Cost per Person	$25.42
Nonresidential	
Nonresidential Share	18%
2024 Vehicle Trips	12,285
Units per Vehicle Trip	0.0020
Cost per Vehicle Trip	$17.66

Source: San Luis Police Department

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report equls $11,000. San Luis plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $2.65 per person and $1.46 per vehicle trip.

Figure P6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Jobs	471	$4.20
Parks and Recreational	$11,000	Residential	96%	Population	3,407	$3.10
		Nonresidential	4%	Jobs	471	$0.93
Police	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Vehicle Trips	1,353	$1.46
Street	$13,000	All Development	100%	VMT	17,976	$0.72
Water	$14,360	All Development	100%	Max Gallons	640,286	$0.02
Wastewater	$14,360	All Development	100%	Avg Gallons	212,650	$0.07
Total	$74,720					

Projected Demand for Services and Costs

ARS § 9-463.05(E)(5) requires:

> *"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."*

ARS § 9-463.05(E)(6) requires:

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

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 6,621 persons and vehicle trip growth of 2,629 vehicle trips. To maintain the existing levels of service, San Luis needs to construct approximately 3,538 square feet of police facilities, acquire approximately 9 police vehicles, and acquire approximately 24 units of communication equipment over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Police Facilities IIP.

Police Facilities – Incremental Expansion

San Luis plans to maintain the existing level of service for police facilities over the next 10 years. Based on a projected population increase of 6,621 persons, future residential development demands approximately 2,773 square feet of police facilities (6,621 additional persons X 0.4189 square feet per person). With projected nonresidential growth of 2,629 vehicle trips, future nonresidential development demands approximately 765 square feet of police facilities (2,629 additional vehicle trips X 0.2909 square feet per vehicle trip). Future development demands approximately 3,538 square feet of police facilities at a cost of $2,253,715 (3,537.8 square feet X $637 per square foot).

Figure P7: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Police Facilities	0.4189 Square Feet	per Person	$637
	0.2909 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2024	38,872	12,285	16,281.9	3,574.1	19,856.0
2025	39,597	12,573	16,585.4	3,657.8	20,243.2
2026	40,279	12,844	16,871.1	3,736.6	20,607.7
2027	40,954	13,112	17,153.8	3,814.5	20,968.3
2028	41,621	13,376	17,433.2	3,891.6	21,324.8
2029	42,279	13,638	17,708.9	3,967.6	21,676.5
2030	42,928	13,895	17,980.8	4,042.6	22,023.4
2031	43,569	14,150	18,249.3	4,116.6	22,365.9
2032	44,211	14,405	18,518.2	4,190.8	22,709.0
2033	44,853	14,659	18,786.8	4,264.9	23,051.6
2034	45,493	14,914	19,055.0	4,338.8	23,393.8
10-Yr Increase	6,621	2,629	2,773.1	764.7	3,537.8
Growth-Related Expenditures			$1,766,541	$487,174	$2,253,715

Police Vehicles – Incremental Expansion

San Luis plans to maintain its existing level of service for police vehicles over the next 10 years. Based on a projected population increase of 6,621 persons, future residential development demands an additional 6.8 units (6,621 additional persons X 0.0010 units per person). With projected nonresidential growth of 2,629 vehicle trips, future nonresidential development demands an additional 1.9 units (2,629 additional vehicle trips X 0.0007 units per vehicle trip). Future development demands approximately 9 police vehicles at a cost of $631,267 (8.7 units X $72,306 per unit). San Luis may use development fees to expand its police vehicle fleet.

Figure P8: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Vehicles	0.0010 Units	per Person	$72,306
	0.0007 Units	per Vehicle Trip	

Demand for Police Vehicles					
Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	38,872	12,285	40.2	8.8	49.0
2025	39,597	12,573	40.9	9.0	50.0
2026	40,279	12,844	41.6	9.2	50.9
2027	40,954	13,112	42.3	9.4	51.7
2028	41,621	13,376	43.0	9.6	52.6
2029	42,279	13,638	43.7	9.8	53.5
2030	42,928	13,895	44.4	10.0	54.3
2031	43,569	14,150	45.0	10.2	55.2
2032	44,211	14,405	45.7	10.3	56.0
2033	44,853	14,659	46.4	10.5	56.9
2034	45,493	14,914	47.0	10.7	57.7
10-Yr Increase	6,621	2,629	6.8	1.9	8.7
Growth-Related Expenditures			$494,810	$136,458	$631,267

Communication Equipment – Incremental Expansion

San Luis plans to maintain its existing level of service for communication equipment over the next 10 years. Based on a projected population increase of 6,621 persons, future residential development demands an additional 18.7 units (6,621 additional persons X 0.0028 units per person). With projected nonresidential growth of 2,629 vehicle trips, future nonresidential development demands an additional 5.2 units (2,629 additional vehicle trips X 0.0020 units per vehicle trip). Future development demands approximately 24 units at a cost of $214,699 (23.9 units X $8,993 per unit).

Figure P9: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Communication Equipment	0.0028 Units	per Person	$8,993
	0.0020 Units	per Vehicle Trip	

Demand for Communication Equipment					
Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	38,872	12,285	109.9	24.1	134.0
2025	39,597	12,573	111.9	24.7	136.6
2026	40,279	12,844	113.9	25.2	139.1
2027	40,954	13,112	115.8	25.7	141.5
2028	41,621	13,376	117.6	26.3	143.9
2029	42,279	13,638	119.5	26.8	146.3
2030	42,928	13,895	121.3	27.3	148.6
2031	43,569	14,150	123.2	27.8	150.9
2032	44,211	14,405	125.0	28.3	153.3
2033	44,853	14,659	126.8	28.8	155.6
2034	45,493	14,914	128.6	29.3	157.9
10-Yr Increase	6,621	2,629	18.7	5.2	23.9
Growth-Related Expenditures			$168,288	$46,410	$214,699

Police Facilities Development Fees

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because San Luis' construction transaction privilege tax rate is equal to the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Police Facilities Development Fees

Figure P10 includes infrastructure components and cost factors for police facilities development fees. The cost per service unit is $369.64 per person and $256.36 per vehicle trip.

Residential development fees are calculated per housing unit, based on unit type, and vary proportionately according to the number of persons per housing unit. For a single-family unit, the fee of $1,301 is calculated using a cost of $369.64 per person multiplied by 3.52 persons per housing unit.

Nonresidential development fees are calculated per 1,000 square feet and vary proportionately according to the number of vehicle trips. For industrial development, the fee of $626 per 1,000 square feet is calculated using a cost of $256.36 per vehicle trip, multiplied by 2.44 vehicle trips per 1,000 square feet.

Figure P10: Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Trip
Police Facilities	$266.83	$185.33
Police Vehicles	$74.74	$51.91
Communication Equipment	$25.42	$17.66
Development Fee Report	$2.65	$1.46
Total	$369.64	$256.36

Residential Fees per Unit				
Development Type	Persons per Housing Unit[1]	Proposed Fees	Current Fees	Difference
Single Family	3.52	$1,301	$446	$855
Multi-Family	2.95	$1,090	$288	$802

Nonresidential Fees per 1,000 Square Feet				
Development Type	AWVT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	2.44	$626	$135	$491
Commercial	12.21	$3,130	$678	$2,452
Office & Other Services	5.42	$1,389	$265	$1,124
Institutional	7.45	$1,910	$350	$1,560

1. See Land Use Assumptions

Police Facilities Development Fee Revenue

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure P11 is based on the development projections in the *Land Use Assumptions* document and the updated police facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $3,107,587 and projected expenditures equal $3,110,681.

Figure P11: Police Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Police Facilities	$2,253,715	$0	$2,253,715
Police Vehicles	$631,267	$0	$631,267
Communication Equipment	$214,699	$0	$214,699
Development Fee Report	$11,000	$0	$11,000
Total	$3,110,681	$0	$3,110,681

		Single Family $1,301 per unit	Multi-Family $1,090 per unit	Industrial $626 per 1,000 sq ft	Commercial $3,130 per 1,000 sq ft	Office & Other $1,389 per 1,000 sq ft	Institutional $1,910 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2024	8,066	851	534	486	339	431
Year 1	2025	8,255	871	546	497	347	441
Year 2	2026	8,433	889	558	508	355	450
Year 3	2027	8,609	908	570	519	362	460
Year 4	2028	8,783	926	581	529	369	469
Year 5	2029	8,954	944	593	540	377	478
Year 6	2030	9,123	962	604	550	384	487
Year 7	2031	9,290	980	615	560	391	496
Year 8	2032	9,458	998	626	570	398	505
Year 9	2033	9,625	1,015	637	580	405	514
Year 10	2034	9,792	1,033	648	590	412	523
10-Year Increase		1,726	182	114	104	73	92
Projected Revenue		$2,237,803	$197,819	$71,253	$324,637	$100,610	$175,466

Projected Fee Revenue	$3,107,587
Total Expenditures	$3,110,681

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the eligible facilities and assets for the Street Facilities IIP:

> *"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."*

The Street Facilities IIP includes components for arterial improvements, intersection improvements, and the cost of preparing the Street Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for street improvements and intersection improvements, and the plan-based methodology is used for the Development Fee Report.

SERVICE AREA

San Luis provides a transportation network within the city limits; therefore, there is a single service area for the Street Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Street Facilities IIP and development fees will allocate the cost of necessary public services between residential and nonresidential based on trip generation rates, trip adjustment factors, and trip lengths.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"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."*

San Luis will use vehicle miles traveled (VMT) as the demand units for street facilities development fees. Components used to determine VMT include average weekday vehicle trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors.

Residential Trip Generation Rates

For residential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single-family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per unit.

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area. For office and other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for institutional development is Government Office (ITE 730) which generates 22.59 average weekday vehicle trips per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure S1: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit[1]	Wkdy Trip Ends Per Employee[1]	Emp Per Dmd Unit	Square Feet Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 63 percent to account for commuters leaving San Luis for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure S2, the U.S. Census Bureau's OnTheMap web application indicates 85 percent of resident workers traveled outside of San Luis for work in 2021. In combination, these factors (0.31 x 0.50 x 0.85 = 0.13) support the additional 13 percent allocation of trips to residential development.

Figure S2: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	9,699
Residents Living and Working in San Luis	1,442
Residents Commuting Outside San Luis for Work	8,257
Percent Commuting out of San Luis	85%
Additional Production Trips[1]	13%
Residential Trip Adjustment Factor	63%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.5) and LEHD Origin-Destination Employment Statistics, 2021.

1. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2021 indicate that 85 percent of San Luis' workers travel outside the city for work. In combination, these factors (0.3099 x 0.50 x 0.85 = 0.13) account for 13 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (13 percent of production trips) for a total of 63 percent. *http://nhts.ornl.gov/publications.shtml ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because this type of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure S3, multiplying average weekday vehicle trip ends and trip adjustment factors by San Luis' existing development units provides the average weekday vehicle trips generated by existing development. As shown below, San Luis' existing development generates 63,817 vehicle trips on an average weekday.

Figure S3: Average Weekday Vehicle Trips by Land Use

Development Type	Dev Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2024 Dev Units	2024 Veh Trips
Single Family	HU	210	9.43	63%	8,066	47,919
Multi-Family	HU	220	6.74	63%	851	3,613
Industrial	KSF	110	4.87	50%	534	1,300
Commercial	KSF	820	37.01	33%	486	5,936
Office & Other Services	KSF	710	10.84	50%	339	1,839
Institutional	KSF	610	22.59	33%	431	3,210
Total						63,817

Trip Length Weighting Factor

The street facilities development fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 3-4, Table 3-5, and Table 3-6 of the 2022 National Household Travel Survey, vehicle trips from residential development are approximately 120 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 50 percent of the average trip length while other nonresidential development typically accounts for trips that are 76 percent of the average for all trips.

Local Trip Lengths

According to recent estimates, San Luis provides 21.0 lane miles of arterials citywide. Using a capacity standard of 7,775 vehicles per lane mile, the existing arterial network provides 163,275 vehicle miles of capacity (21.0 lane miles X 7,775 vehicles per lane mile). To derive the average utilization (i.e., average trip length expressed in miles) of the major streets, divide vehicle miles of capacity by vehicle trips attracted to development in San Luis. As shown in Figure S3, citywide development currently attracts 63,817 average weekday vehicle trips. Dividing 163,259 vehicle miles of capacity by existing average weekday vehicle trips yields an unweighted-average trip length of approximately 2.5582 miles. The calibration of average trip length includes the same adjustment factors used in the development fee calculations (i.e., commuter trip adjustment, pass-by trip adjustment, and average trip length adjustment). With these refinements, the weighted-average trip length is 2.3446 miles.

Average Weekday Vehicle Miles Traveled

Shown below in Figure S5, multiplying average weekday vehicle trips, average trip length, and trip length adjustment factors by existing development units provides the average weekday VMT generated by existing development. Existing development generates 163,259 VMT on an average weekday.

Figure S4: Average Weekday Vehicle Miles Traveled by Land Use

Development Type	Dev Unit	Avg Wkday Veh Trips	Avg Trip Length	Trip Length Adjustment	2024 Dev Units	2024 VMT
Single Family	HU	5.94	2.3446	120%	8,066	134,822
Multi-Family	HU	4.25	2.3446	120%	851	10,164
Industrial	KSF	2.44	2.3446	76%	534	2,316
Commercial	KSF	12.21	2.3446	50%	486	6,959
Office & Other Services	KSF	5.42	2.3446	76%	339	3,277
Institutional	KSF	7.45	2.3446	76%	431	5,719
Total						163,259

Travel Demand Indicators

Shown below are the demand indicators for residential and nonresidential land uses related to vehicle miles traveled (VMT). For residential development, the table displays VMT per housing unit. For nonresidential development, the table displays VMT generated per 1,000 square feet of floor area.

Figure S5: Ratio of Service Unit to Development Unit

Residential Development per Housing Unit					
Development Type	Avg Weekday Veh Trip Ends[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Adjustment	Avg Weekday VMT
Single Family	9.43	63%	2.3446	120%	16.71
Multi-Family	6.74	63%	2.3446	120%	11.95

Nonresidential Development per 1,000 Square Feet					
Development Type	Avg Weekday Veh Trip Ends[1]	Trip Adjustment[1]	Average Trip Length (miles)	Trip Length Adjustment	Avg Weekday VMT
Industrial	4.87	50%	2.3446	76%	4.34
Commercial	37.01	33%	2.3446	50%	14.32
Office & Other Services	10.84	50%	2.3446	76%	9.66
Institutional	22.59	33%	2.3446	76%	13.28

1. See Land Use Assumptions

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(1) requires:

> *"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."*

ARS § 9-463.05(E)(2) requires:

> *"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."*

Street Improvements – Incremental Expansion

San Luis plans to construct additional street improvements to serve future development. The San Luis Public Works Department provided construction cost estimates representative of future growth-related street improvements. The eligible cost (excludes the cost to repair or replace existing lanes) of these proxy projects is $2,700,000 for 5.28 lane miles. The analysis uses $511,364 per lane mile ($2,700,000 / 5.28 lane miles) as a proxy for growth-related street improvement costs. The list of proxy projects is representational of future growth-related street improvement costs, and it does not represent a plan-based approach. San Luis may use development fees to construct these projects or to construct other growth-related street improvements.

Figure S6: Cost Factors

Project	Lane Miles	Eligible Cost
Co. 22nd Widening (Main St. to Sidewinder Rd)	3.28	$1,500,000
10th Ave. Widening (Cesar Chavez Blvd. to Co. 22nd St.)	2.00	$1,200,000
Total	5.28	$2,700,000

Source: San Luis Public Works Department

San Luis currently provides 21.0 lane miles of street improvements to existing development, and the existing LOS is 1.2863 lane miles per 10,000 VMT (21.0 lane miles / (163,259 VMT / 10,000 VMT)). Based on a weighted average cost of $511,364 per lane mile, the street improvements cost is $65.78 per VMT (21.0 lane miles / 163,259 VMT X $511,364 per lane mile).

Figure S7: Existing Level of Service

Cost Factors	
Eligible Cost per Lane Mile	$511,364

Level-of-Service (LOS) Standards	
Existing Lane Miles	21.00
2024 VMT	163,259
Lane Miles per 10,000 VMT	1.2863
Cost per VMT	$65.78

Source: San Luis Public Works Department

Intersection Improvements – Incremental Expansion

San Luis plans to construct additional intersection improvements to serve future development. The San Luis Public Works Department provided construction cost estimates representative of future growth-related intersection improvements. The total cost of these proxy projects is $1,920,000 for 3.0 intersections, and the weighted average cost is $640,000 per intersection ($1,920,000 / 3.0 intersections). The analysis uses $640,000 per intersection as a proxy for growth-related intersection improvement costs. The list of proxy projects is representational of future growth-related intersection improvement costs, and it does not represent a plan-based approach. San Luis may use development fees to construct these projects or to construct other growth-related intersection improvements.

San Luis currently provides 9.0 improved intersections to existing development, and the existing LOS is 0.5513 improved intersections per 10,000 VMT (9.0 improved intersections / (163,259 VMT / 10,000 VMT)). Based on a weighted average cost of $640,000 per intersection, the intersection improvements cost is $35.28 per VMT (9.0 intersections / 163,259 VMT X $640,000 per intersection).

Figure S8: Existing Level of Service

Cost Factors	
Co. 22nd and 4th Ave	$1,200,000
Co. 22nd and Sidewinder Rd	$220,000
Avenue F and Co. 24th St	$500,000
Total	$1,920,000
Average	**$640,000**

Level-of-Service (LOS) Standards	
Existing Improved Intersections	9.00
2024 VMT	163,259
Intersections per 10,000 VMT	0.5513
Cost per VMT	$35.28

Source: San Luis Public Works Department

Development Fee Report – Plan-Based

The cost to prepare the Street Facilities IIP and related Development Fee Report totals $13,000. San Luis plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $0.72 per VMT.

Figure S9: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Jobs	471	$4.20
Parks and Recreational	$11,000	Residential	96%	Population	3,407	$3.10
		Nonresidential	4%	Jobs	471	$0.93
Police	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Vehicle Trips	1,353	$1.46
Street	$13,000	All Development	100%	VMT	17,976	$0.72
Water	$14,360	All Development	100%	Max Gallons	640,286	$0.02
Wastewater	$14,360	All Development	100%	Avg Gallons	212,650	$0.07
Total	$74,720					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

> *"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."*

ARS § 9-463.05(E)(6) requires:

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

As shown in the *Land Use Assumptions* document, 10-year projected growth includes 1,908 housing units and 383,000 square feet of nonresidential floor area. Based on the travel demand factors discussed in this section, projected development generates an additional 34,933 VMT over the next 10 years. Shown below in Figure S10, San Luis needs to construct approximately 4.49 lane miles of street improvements with a growth-related cost of $2,297,525 (4.49 lane miles X $511,364 per lane mile) and 1.93 intersection improvements with a growth-related cost of $1,232,472 (1.93 intersection improvements X $640,000 per intersection improvement) to maintain the existing LOS over the next 10 years.

Figure S10: Projected Travel Demand

San Luis, Arizona	Base	1	2	3	4	5	10	10-Year
	2024	2025	2026	2027	2028	2029	2034	Increase
Single-Family Units	8,066	8,255	8,433	8,609	8,783	8,954	9,792	1,726
Multi-Family Units	851	871	889	908	926	944	1,033	182
Industrial KSF	534	546	558	570	581	593	648	114
Commercial KSF	486	497	508	519	529	540	590	104
Office & Other KSF	339	347	355	362	369	377	412	73
Institutional KSF	431	441	450	460	469	478	523	92
Single Family Trips	47,919	49,042	50,098	51,143	52,176	53,196	58,173	10,253
Multi-Family Trips	3,613	3,697	3,777	3,856	3,934	4,010	4,386	773
Residential Trips	51,532	52,739	53,875	54,999	56,110	57,206	62,558	11,026
Industrial Trips	1,300	1,330	1,359	1,387	1,415	1,443	1,578	278
Commercial Trips	5,936	6,075	6,206	6,336	6,464	6,590	7,206	1,270
Office & Other Trips	1,839	1,882	1,923	1,963	2,003	2,042	2,233	394
Institutional Trips	3,210	3,285	3,356	3,426	3,495	3,563	3,896	687
Nonresidential Trips	12,285	12,573	12,844	13,112	13,376	13,638	14,914	2,629
Total Vehicle Trips	**63,817**	**65,312**	**66,719**	**68,110**	**69,486**	**70,844**	**77,472**	**13,655**
VMT	**163,259**	**167,082**	**170,681**	**174,242**	**177,761**	**181,234**	**198,191**	**34,933**
Lane Miles	21.00	21.49	21.95	22.41	22.86	23.31	25.49	4.49
Lane Miles Cost		$251,475	$236,683	$234,206	$231,480	$228,418	$222,220	$2,297,525
Intersections	9.00	9.21	9.41	9.61	9.80	9.99	10.93	1.93
Intersections Cost		$134,900	$126,965	$125,636	$124,174	$122,531	$119,207	$1,232,472

STREET FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because San Luis' construction transaction privilege tax rate is equal to the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Street Facilities Development Fees

Figure S11 includes infrastructure components and cost factors for street facilities development fees. The cost per service unit is $101.78 per VMT.

Residential development fees are calculated per housing unit and vary proportionately according to VMT per housing unit. For a single-family unit, the fee of $1,701 is calculated using a cost of $101.78 per VMT multiplied by 16.71 VMT per housing unit.

Nonresidential development fees are calculated per 1,000 square feet and vary proportionately according to VMT. For industrial development, the fee of $442 per 1,000 square feet is calculated using a cost of $101.78 per VMT multiplied by 4.34 VMT per 1,000 square feet.

Figure S11: Street Facilities Development Fees

Fee Component	Cost per VMT
Street Improvements	$65.78
Intersection Improvements	$35.28
Development Fee Report	$0.72
Total	$101.78

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit[1]	Proposed Fees	Current Fees	Difference
Single Family	16.71	$1,701	$1,709	($8)
Multi-Family	11.95	$1,216	$799	$417

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft[1]	Proposed Fees	Current Fees	Difference
Industrial	4.34	$442	$378	$64
Commercial	14.32	$1,457	$1,718	($261)
Office & Other Services	9.66	$983	$743	$240
Institutional	13.28	$1,352	$982	$370

1. See Land Use Assumptions

Street Facilities Development Fee Revenue

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure S12 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals $3,541,910 and projected expenditures equal $3,543,227.

Figure S12: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Street Improvements	$2,297,756	$0	$2,297,756
Intersection Improvements	$1,232,472	$0	$1,232,472
Development Fee Report	$13,000	$0	$13,000
Total	$3,543,227	$0	$3,543,227

	Single Family $1,701 per unit	Multi-Family $1,216 per unit	Industrial $442 per 1,000 sq ft	Commercial $1,457 per 1,000 sq ft	Office & Other $983 per 1,000 sq ft	Institutional $1,352 per 1,000 sq ft
Year	Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base 2024	8,066	851	534	486	339	431
Year 1 2025	8,255	871	546	497	347	441
Year 2 2026	8,433	889	558	508	355	450
Year 3 2027	8,609	908	570	519	362	460
Year 4 2028	8,783	926	581	529	369	469
Year 5 2029	8,954	944	593	540	377	478
Year 6 2030	9,123	962	604	550	384	487
Year 7 2031	9,290	980	615	560	391	496
Year 8 2032	9,458	998	626	570	398	505
Year 9 2033	9,625	1,015	637	580	405	514
Year 10 2034	9,792	1,033	648	590	412	523
10-Year Increase	1,726	182	114	104	73	92
Projected Revenue	$2,925,224	$220,601	$50,131	$150,885	$71,144	$123,924

Projected Fee Revenue	$3,541,910
Total Expenditures	$3,543,227

WATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(a) defines the eligible facilities and assets for the Water Facilities IIP:

> *"Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities."*

The Water Facilities IIP includes components for water treatment / production, water storage / booster, and the cost of preparing the Water Facilities IIP and related Development Fee Report. The plan-based methodology is used for all components.

SERVICE AREA

San Luis provides a water network within the city limits; therefore, there is a single service area for the Water Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Water Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using max day demand factors.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"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."*

According to the 2022 Water Rate Study, average day demand from single-family units is 317 gallons. San Luis builds water infrastructure to serve max day demand, so this analysis applies a peaking factor of 1.5 from the 2016 Water System Master Plan to convert average day demand of 317 gallons to max day demand of 475 gallons.

Figure W1: Water Demand Factors

Account Type	Accounts	Annual Gallons	Average Day Gallons	Avg Day Gallons per Account
Residential	7,690	889,359,357	2,436,601	317
Nonresidential	413	492,242,690	1,348,610	3,265
Total	8,103	1,381,602,047	3,785,211	467

Source: San Luis 2022 Water/Wastewater/Sanitation Rate Study

Account Type	Accounts	Average Day Gallons	Max Day Gallons[1]	Max Day Gallons per Account
Residential	7,690	2,436,601	3,654,901	475
Nonresidential	413	1,348,610	2,022,915	4,898
Total	8,103	3,785,211	5,677,817	701

1. Max Day Demand = Average Day Demand X 1.5, San Luis Water System Master Plan 2016.

Water development fees are assessed by meter size, and the analysis uses max day demand from single-family units of 475 gallons per day as the demand factor for a 0.75-inch meter. The base 0.75-inch meter is equivalent to a single-family unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. For larger meters, max day demand is calculated by multiplying max day demand from existing single-family units by the capacity ratio for the corresponding meter size. The capacity ratios are calculated based on data published in *AWWA Principles of Water Rates, Fees, and Charges M-1, 7th Edition*.

Figure W2: Water Ratio of Service Unit to Development Unit

Max Day Demand by Meter Size			
Meter Size and Type		Capacity Ratio[1]	Max Day (Gallons)
0.75	Displacement	1.00	475
1.00	Displacement	1.67	793
1.50	Displacement	3.33	1,582
2.00	Compound	5.33	2,532
3.00	Compound	10.67	5,068
4.00	Compound	16.67	7,918
6.00	Compound	33.33	15,832
8.00	Compound	53.33	25,332

1. AWWA, Principles of Water Rates, Fees, and Charges, M1.

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(2) requires:

> *"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."*

Existing Demand

Applying the water demand factors shown in Figure W1 to existing development estimates, average day demand in 2024 is 3,876,809 gallons and max day demand is 5,815,214 gallons.

Figure W3: Existing Demand

Year		Average Day Gallons	Max Day Gallons
Base	2024	3,876,809	5,815,214

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(1) requires:

> *"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."*

ARS § 9-463.05(E)(5) requires:

> *"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."*

ARS § 9-463.05(E)(6) requires:

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

Projected Demand

Shown below, Figure W4 includes projected average day demand and max day demand over the next 10 years. To project future water demand, the analysis applies water demand factors shown in Figure W1 to citywide development projections. Based on this analysis, projected average day demand increases by 829,524 gallons over the next 10 years and projected max day demand increases by 1,244,286 gallons over the next 10 years.

Figure W4: Projected Demand

Year		Accounts	Average Day Gallons	Max Day Gallons
	2023	8,103	3,785,211	5,677,817
Base	2024	8,297	3,876,809	5,815,214
1	2025	8,491	3,967,605	5,951,407
2	2026	8,674	4,053,059	6,079,589
3	2027	8,855	4,137,620	6,206,430
4	2028	9,034	4,221,196	6,331,794
5	2029	9,211	4,303,666	6,455,500
6	2030	9,385	4,385,006	6,577,508
7	2031	9,556	4,465,325	6,697,987
8	2032	9,729	4,545,770	6,818,655
9	2033	9,901	4,626,100	6,939,151
10	2034	10,072	4,706,333	7,059,500
10-Yr Increase		1,775	829,524	1,244,286

Water Treatment / Production – Plan-Based

The City of San Luis plans to construct water treatment and production infrastructure to meet demand from future development. The gross cost of planned water infrastructure is $7,200,000, and these planned improvements provide 3,400,000 gallons of capacity. The analysis includes credits of $1,234,000 for ARPA funding and $1,464,000 for water rate revenue used to fund construction of these improvements, so the net cost of planned improvements is $4,502,000. As shown in Figure W5, dividing the net cost of $4,502,000 by 3,400,000 gallons results in a cost of $1.32 per gallon. Based on a 10-year max day demand increase of 1,244,286 gallons, projected development during the next 10 years demands approximately 37 percent of planned capacity (1,244,286 max day gallons / 3,400,000 gallons) and generates development fee revenue of approximately $1,642,457 (1,244,286 max day gallons X $1.32 per gallon).

Figure W5: Cost Factors

Treatment / Production	Cost	Gallons	Cost per Gallon
Well Site 5 - Treatment	$2,000,000	1,700,000	$1.18
Well Site 5 - Well	$1,200,000		$0.71
Well Site 7 - Treatment	$2,500,000	1,700,000	$1.47
Well Site 7 - Well	$1,500,000		$0.88
Gross Cost	$7,200,000	3,400,000	$2.12
ARPA Funding Credit	($1,234,000)	3,400,000	($0.36)
Rate Funding Credit[1]	($1,464,000)	3,400,000	($0.43)
Net Cost	$4,502,000	3,400,000	$1.32

Source: San Luis Public Works Department
1. 2022 Water/Wastewater/Sanitation Rate Study

Water Storage / Booster – Plan-Based

The City of San Luis plans to construct water storage and booster infrastructure to meet demand from future development. The gross cost of planned water infrastructure is $9,900,000, and these planned improvements provide 4,000,000 gallons of capacity. The analysis includes a credit of $999,000 for water rate revenue used to fund construction of these improvements, so the net cost of planned improvements is $8,901,000. As shown in Figure W6, dividing the net cost of $8,901,000 by 4,000,000 gallons results in a cost of $2.23 per gallon. Based on a 10-year max day demand increase of 1,244,286 gallons, projected development during the next 10 years demands approximately 31 percent of planned capacity (1,244,286 max day gallons / 4,000,000 gallons) and generates development fee revenue of approximately $2,774,757 (1,244,286 max day gallons X $2.23 per gallon).

Figure W6: Cost Factors

Storage / Booster	Cost	Gallons	Cost per Gallon
Well Site 5 - Storage	$5,000,000	2,000,000	$2.50
Well Site 7 - Storage	$4,000,000	2,000,000	$2.00
Well Site 7 - Booster Pump	$900,000		$0.45
Gross Cost	$9,900,000	4,000,000	$2.48
Rate Funding Credit[1]	($999,000)	4,000,000	($0.25)
Net Cost	$8,901,000	4,000,000	$2.23

Source: San Luis Public Works Department
1. 2022 Water/Wastewater/Sanitation Rate Study

Development Fee Report – Plan-Based

The cost to prepare the Water Facilities IIP and related Development Fee Report totals $14,360. San Luis plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $0.02 per gallon.

Figure W7: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Jobs	471	$4.20
Parks and Recreational	$11,000	Residential	96%	Population	3,407	$3.10
		Nonresidential	4%	Jobs	471	$0.93
Police	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Vehicle Trips	1,353	$1.46
Street	$13,000	All Development	100%	VMT	17,976	$0.72
Water	$14,360	All Development	100%	Max Gallons	640,286	$0.02
Wastewater	$14,360	All Development	100%	Avg Gallons	212,650	$0.07
Total	$74,720					

WATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because San Luis' construction transaction privilege tax rate is equal to the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Water Facilities Development Fees

The cost per service unit is $3.57 per gallon for water facilities development fees, and San Luis will assess water facilities development fees by meter size. The base 0.75-inch meter is equivalent to a single-family unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in *AWWA Principles of Water Rates, Fees, and Charges M-1, 7th Edition*.

Water facilities development fees are calculated by multiplying the cost per gallon by max day gallons per EDU (single-family unit) and the associated capacity ratio. The 0.75-inch fee (single-family fee) of $1,696 is calculated using a cost per service unit of $3.57 per gallon, multiplied by 475 max day gallons, multiplied by a capacity ratio of 1.00. For a 1.50-inch meter, the fee of $5,647 is calculated using a cost per service unit of $3.57 per gallon, multiplied by 475 max day gallons, multiplied by a capacity ratio of 3.33.

Figure W8: Water Facilities Development Fees

Demand Indicator	
Residential Gallons per Max Day	475
Cost per Gallon	
Water Treatment / Production	$1.32
Water Storage / Booster	$2.23
Development Fee Report	$0.02
Total	$3.57

Fees per Meter				
Meter Size and Type	Capacity Ratio[1]	Proposed Fees	Current Fees	Difference
0.75 Displacement	1.00	$1,696	$542	$1,154
1.00 Displacement	1.67	$2,832	$905	$1,927
1.50 Displacement	3.33	$5,647	$1,804	$3,843
2.00 Compound	5.33	$9,038	$2,888	$6,150
3.00 Compound	10.67	$18,094	$5,781	$12,313
4.00 Compound	16.67	$28,268	$9,031	$19,237
6.00 Compound	33.33	$56,519	$18,058	$38,461
8.00 Compound	53.33	$90,434	$28,893	$61,541

1. AWWA, Principles of Water Rates, Fees, and Charges, M1.

WATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure W9 is based on the development projections in the *Land Use Assumptions* document and the updated water facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue during the next 10 years equals $4,482,029 and total projected expenditures equal $17,114,360 ($13,417,360 after credits). For nonresidential development, the analysis uses a 3.00-inch meter. Based on the actual mix of meter sizes used by future nonresidential accounts, the projected development fee revenue shown below will change.

Figure W9: Water Facilities Development Fees Revenue

Fee Component	Total
Water Treatment / Production	$7,200,000
Water Storage / Booster	$9,900,000
Development Fee Report	$14,360
Subtotal	$17,114,360
ARPA Funding Credit	($1,234,000)
Rate Funding Credit	($2,463,000)
Total	$13,417,360

		Single Family $1,696 per meter	Nonresidential $18,094 per meter
Year		Accounts	Accounts
Base	2024	7,874	423
Year 1	2025	8,058	433
Year 2	2026	8,232	442
Year 3	2027	8,404	451
Year 4	2028	8,574	460
Year 5	2029	8,741	469
Year 6	2030	8,906	478
Year 7	2031	9,069	487
Year 8	2032	9,233	496
Year 9	2033	9,396	505
Year 10	2034	9,559	513
10-Year Increase		1,685	90
Projected Revenue		$2,849,271	$1,632,758

Projected Fee Revenue	$4,482,029
Total Expenditures	$17,114,360

WASTEWATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(b) defines the eligible facilities and assets for the Wastewater Facilities IIP:

> *"Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities."*

The Wastewater Facilities IIP includes components for wastewater treatment and the cost of preparing the Wastewater Facilities IIP and related Development Fee Report. The plan-based methodology is used for wastewater treatment and the Development Fee Report.

SERVICE AREA

San Luis provides a wastewater network within the city limits; therefore, there is a single service area for the Wastewater Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Wastewater Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using average day flow factors.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

> *"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."*

According to the 2022 Water Rate Study, average day flow from single-family units is 188 gallons.

Figure WW1: Wastewater Flow Factors

Account Type	Accounts	Annual Gallons	Average Day Gallons	Avg Day Gallons per Account
Residential	7,685	526,887,000	1,443,526	188
Nonresidential	287	161,138,000	441,474	1,538
Total	7,972	688,025,000	1,885,000	236

Source: San Luis 2022 Water/Wastewater/Sanitation Rate Study

Wastewater development fees are assessed by meter size, and the analysis uses average day flow from single-family units of 188 gallons per day as the demand factor for a 0.75-inch meter. The base 0.75-inch meter is equivalent to a single-family unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. For larger meters, average day flow is calculated by multiplying average day flow from existing single-family units by the capacity ratio for the corresponding meter size. The capacity ratios are calculated based on data published in *AWWA Principles of Water Rates, Fees, and Charges M-1, 7th Edition*.

Figure WW2: Wastewater Ratio of Service Unit to Development Unit

Average Day Flow by Meter Size			
Meter Size and Type		Capacity Ratio[1]	Average Day (Gallons)
0.75	Displacement	1.00	188
1.00	Displacement	1.67	314
1.50	Displacement	3.33	626
2.00	Compound	5.33	1,002
3.00	Compound	10.67	2,006
4.00	Compound	16.67	3,134
6.00	Compound	33.33	6,266
8.00	Compound	53.33	10,026

1. AWWA, Principles of Water Rates, Fees, and Charges, M1.

Analysis of Capacity, Usage, and Costs of Existing Public Services

ARS § 9-463.05(E)(2) requires:

> *"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."*

Existing Flow

As shown below, San Luis currently provides wastewater treatment capacity of 2,500,000 gallons per day. According to San Luis Public Works Department estimates, average day flow in 2023 was 1,885,000 gallons. Applying the wastewater flow factors shown in Figure WW1 to existing development estimates, average day flow in 2024 is 1,931,338 gallons.

Figure WW3: Existing Flow

Existing Wastewater Treatment Capacity (Gallons)			
Description	Total Capacity	2023 Flow	Available
East WWTP	1,000,000	585,000	415,000
West WWTP	1,500,000	1,300,000	200,000
Total	2,500,000	1,885,000	615,000

Source: San Luis Public Works Department

Existing Wastewater Treatment Capacity (Gallons)			
Description	Total Capacity	2024 Flow	Available
East WWTP	1,000,000	599,381	400,619
West WWTP	1,500,000	1,331,957	168,043
Total	2,500,000	1,931,338	568,662

Source: TischlerBise calculation

Projected Demand for Services and Costs

ARS § 9-463.05(E)(1) requires:

> *"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."*

ARS § 9-463.05(E)(5) requires:

> *"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."*

ARS § 9-463.05(E)(6) requires:

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

Projected Flow

Shown below, Figure WW4 includes projected average day flow over the next 10 years. To project future wastewater flow, the analysis applies wastewater flow factors shown in Figure WW1 to citywide development projections. Based on this analysis, projected average day flow increases by 413,250 gallons over the next 10 years.

Figure WW4: Projected Flow

Year		Accounts	Average Day Gallons
	2023	7,972	1,885,000
Base	2024	8,163	1,931,338
1	2025	8,354	1,976,570
2	2026	8,534	2,019,142
3	2027	8,712	2,061,268
4	2028	8,888	2,102,903
5	2029	9,062	2,143,988
6	2030	9,233	2,184,510
7	2031	9,402	2,224,523
8	2032	9,571	2,264,599
9	2033	9,741	2,304,618
10	2034	9,909	2,344,588
10-Yr Increase		1,747	413,250

Wastewater Treatment – Plan-Based

The City of San Luis plans to expand the current wastewater treatment facilities to meet demand from future development. The gross cost of planned wastewater infrastructure is $40,000,000, and these planned improvements provide 4,000,000 gallons of treatment capacity. The analysis includes credits of $198,215 for ARPA funding for the West WWTP expansion and $13,073,000 for wastewater rate revenue used to fund construction of these improvements, so the net cost of planned improvements is $26,728,785. As shown below, dividing the net cost of $26,728,785 by 4,000,000 gallons results in a cost of $6.68 per gallon. Based on a 10-year average day flow increase of 413,250 gallons, projected development during the next 10 years demands approximately 10 percent of planned capacity (413,250 average day gallons / 4,000,000 gallons) and generates development fee revenue of approximately $2,760,509 (413,250 average day gallons X $6.68 per gallon).

Figure WW5: Cost Factors

Treatment	Cost	Gallons	Cost per Gallon
East WWTP Expansion	$10,000,000	1,000,000	$10.00
West WWTP Expansion	$30,000,000	3,000,000	$10.00
Gross Cost	$40,000,000	4,000,000	$10.00
ARPA Funding Credit	($198,215)	4,000,000	($0.05)
Rate Funding Credit[1]	($13,073,000)	4,000,000	($3.27)
Net Cost	$26,728,785	4,000,000	$6.68

Source: San Luis Public Works Department
1. 2022 Water/Wastewater/Sanitation Rate Study

Development Fee Report – Plan-Based

The cost to prepare the Wastewater Facilities IIP and related Development Fee Report totals $14,360. San Luis plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is $0.07 per gallon.

Figure WW6: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Jobs	471	$4.20
Parks and Recreational	$11,000	Residential	96%	Population	3,407	$3.10
		Nonresidential	4%	Jobs	471	$0.93
Police	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Vehicle Trips	1,353	$1.46
Street	$13,000	All Development	100%	VMT	17,976	$0.72
Water	$14,360	All Development	100%	Max Gallons	640,286	$0.02
Wastewater	$14,360	All Development	100%	Avg Gallons	212,650	$0.07
Total	$74,720					

WASTEWATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is not necessary for development fees, because San Luis' construction transaction privilege tax rate is equal to the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Wastewater Facilities Development Fees

The cost per service unit is $6.75 per gallon for wastewater facilities development fees, and San Luis will assess wastewater facilities development fees by meter size. The base 0.75-inch meter is equivalent to a single-family unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in *AWWA Principles of Water Rates, Fees, and Charges M-1, 7th Edition*.

Wastewater facilities development fees are calculated by multiplying the cost per gallon by average day gallons per EDU (single-family unit) and the associated capacity ratio. The 0.75-inch fee (single-family fee) of $1,269 is calculated using a cost per service unit of $6.75 per gallon, multiplied by 188 average day gallons, multiplied by a capacity ratio of 1.00. For a 1.50-inch meter, the fee of $4,226 is calculated using a cost per service unit of $6.75 per gallon, multiplied by 188 average day gallons, multiplied by a capacity ratio of 3.33.

Figure WW7: Wastewater Facilities Development Fees

Demand Indicator	
Residential Gallons per Average Day	188
Cost per Gallon	
Wastewater Treatment	$6.68
Development Fee Report	$0.07
Total	$6.75

Fees per Meter				
Meter Size and Type	Capacity Ratio[1]	Proposed Fees	Current Fees	Difference
0.75 Displacement	1.00	$1,269	$912	$357
1.00 Displacement	1.67	$2,119	$1,523	$596
1.50 Displacement	3.33	$4,226	$3,036	$1,190
2.00 Compound	5.33	$6,764	$4,860	$1,904
3.00 Compound	10.67	$13,540	$9,729	$3,811
4.00 Compound	16.67	$21,154	$15,200	$5,954
6.00 Compound	33.33	$42,296	$30,391	$11,905
8.00 Compound	53.33	$67,676	$48,628	$19,048

1. AWWA, Principles of Water Rates, Fees, and Charges, M1.

WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure WW8 is based on the development projections in the *Land Use Assumptions* document and the updated wastewater facilities development fees in Figure WW7. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue during the next 10 years equals $2,973,015 and total projected expenditures equal $40,014,360 ($26,743,145 after credits). For nonresidential development, the analysis uses a 3.00-inch meter. Based on the actual mix of meter sizes used by future nonresidential accounts, the projected development fee revenue shown below will change.

Figure WW8: Wastewater Facilities Development Fees Revenue

Fee Component	Total
Wastewater Treatment	$40,000,000
Development Fee Report	$14,360
Subtotal	$40,014,360
ARPA Funding Credit	($198,215)
Rate Funding Credit	($13,073,000)
Total	$26,743,145

		Single Family $1,269 per meter	Nonresidential $13,540 per meter
Year		Accounts	Accounts
Base	2024	7,869	294
Year 1	2025	8,053	301
Year 2	2026	8,227	307
Year 3	2027	8,398	314
Year 4	2028	8,568	320
Year 5	2029	8,735	326
Year 6	2030	8,900	332
Year 7	2031	9,064	338
Year 8	2032	9,227	345
Year 9	2033	9,390	351
Year 10	2034	9,553	357
10-Year Increase		1,684	63
Projected Revenue		$2,125,896	$847,119

Projected Fee Revenue	$2,973,015
Total Expenditures	$40,014,360

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

> *"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."*

ARS § 9-463.05(B)(12) states,

> *"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."*

REVENUE PROJECTIONS

San Luis does not have a higher-than-normal construction excise tax rate; therefore, the required offset described above is not applicable. Shown in Figure A1, San Luis provided the required forecast of non-development fee revenue from identified sources that can be attributed to future development over a period of five years. San Luis directs the revenues shown below to non-development fee eligible capital needs including maintenance, repair, and replacement.

Figure A1: Revenue Projections

Source	2024	2025	2026	2027	2028	2029
	Base Year	1	2	3	4	5
City Sales Tax	$16,116,973	$16,000,000	$16,922,000	$17,260,440	$17,605,649	$17,957,762
State Sales Tax	$5,404,857	$5,457,610	$5,852,270	$5,969,315	$6,088,702	$6,210,476
Urban Revenue Sharing	$9,478,747	$8,076,429	$7,554,510	$7,705,600	$7,859,712	$8,016,906
County Rev - VLT	$2,025,268	$2,076,880	$2,216,710	$2,261,044	$2,306,265	$2,352,390
HURF	$3,667,609	$3,628,630	$3,993,520	$4,073,390	$4,154,858	$4,237,955
Subtotal, General Fund	$36,693,454	$35,239,549	$36,539,010	$37,269,789	$38,015,186	$38,775,489
Water Revenue	$5,895,284	$5,968,000	$6,355,160	$6,482,263	$6,611,908	$6,744,147
Wastewater Revenue	$5,943,821	$6,204,000	$7,289,230	$7,435,015	$7,583,715	$7,735,389
Subtotal, Enterprise Fund	$11,839,105	$12,172,000	$13,644,390	$13,917,278	$14,195,623	$14,479,536
Total	$48,532,559	$47,411,549	$50,183,400	$51,187,067	$52,210,809	$53,255,025

Source: City of San Luis, Arizona

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona's development fee enabling legislation, "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" (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience."

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Jobs	471	$4.20
Parks and Recreational	$11,000	Residential	96%	Population	3,407	$3.10
		Nonresidential	4%	Jobs	471	$0.93
Police	$11,000	Residential	82%	Population	3,407	$2.65
		Nonresidential	18%	Vehicle Trips	1,353	$1.46
Street	$13,000	All Development	100%	VMT	17,976	$0.72
Water	$14,360	All Development	100%	Max Gallons	640,286	$0.02
Wastewater	$14,360	All Development	100%	Avg Gallons	212,650	$0.07
Total	$74,720					

APPENDIX C: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Development fees will be assessed to all new residential units. One-time development fees are determined by site capacity (i.e., number of residential units).

Single Family:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached if the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multi-Family:

1. Includes units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial: Establishments primarily selling merchandise, eating/drinking places, entertainment uses, and lodging. By way of example, commercial includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, industrial includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, institutional includes schools, universities, churches, daycare facilities, and government buildings.

Office and Other Services: Establishments providing management, administrative, professional, or business services; personal and health care services. By way of example, Office and Other services includes banks, business offices, and hospitals.

	San Luis (Current)	San Luis (Proposed)	Yuma	Somerton
Non-Utility Fees				
Fire	$562	**$1,470**	$324	$496
General Government	$308	**$0**	$24	$0
Parks	$753	**$1,874**	$1,003	$1,323
Police	$446	**$1,301**	$359	$496
Street	$1,709	**$1,701**	$862	$1,254
Total Non-Utility Fees	$3,778	**$6,346**	$2,572	$3,569
Utility Fees				
Water	$542	**$1,696**	$4,752	$1,500
Wastewater	$912	**$1,269**	$5,423	$3,741
Total Utility Fees	$1,454	**$2,965**	$10,175	$5,241
Total Development Fees	$5,232	**$9,311**	$12,747	$8,810

Permit Fee Comparison for a New Residence (1200 sq ft)				
	San Luis (Current)	San Luis (Proposed)	Yuma	Somerton
Building Permit, Plan Review, Mech/Plumb/Elec, & Connection Fees	$ 4,564.10	**$ 4,564.10**	$ 3,553.00	$ 3,943.10
Non-Utility Impact Fees	$ 3,778.00	**$ 6,346.00**	$ 2,572.00	$ 3,569.00
Utility Impact Fees	$ 1,454.00	**$ 2,965.00**	$ 10,175.00	$ 5,241.00
TOTAL FEES:	$ 9,796.10	**$ 13,875.10**	$ 16,300.00	$ 12,753.10

	San Luis (Current)	San Luis (Proposed)	Difference
Non-Utility Fees			
Fire	$562	**$1,470**	**+$908**
General Government	$308	**$0**	**(-$308)**
Parks	$753	**$1,874**	**+$1,121**
Police	$446	**$1,301**	**+$855**
Street	$1,709	**$1,701**	**(-$8)**
Total Non-Utility Fees	$3,778	**$6,346**	**+$2,568**
Utility Fees			
Water	$542	**$1,696**	**+$1,154**
Wastewater	$912	**$1,269**	**+$357**
Total Utility Fees	$1,454	**$2,965**	**+$1,511**
Total Development Fees	$5,232	**$9,311**	**+$4,079**
1200 Sq. Ft. Residence Permit Example (Including All Fees)	$ 9,796.10	**$ 13,875.10**	**+$4,079**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **9. A.**

Meeting Date: 07/09/2025

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

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

Action Requested: Motion

ITEM:

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), and (4) on any and all matters regarding the litigation of Gethsemani v. San Luis and consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. **(Kay Marion Macuil, City Attorney; and Outside Counsel Gammage & Burnham)**

SUMMARY:

The city's attorneys can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§ 38-431.03(A)(3) and (4).

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):

Fiscal impact is not applicable to this agenda item. Under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **9. B.**

Meeting Date: 07/09/2025

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

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

Action Requested: Motion

ITEM:

EXECUTIVE SESSION

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) and (4) on any and all matters regarding a June 27, 2025 demand letter on the City and its Council Members received from Attorney John Garcia representing Mrs. Nieves G. Riedel and Riedel Construction and the Development Agreement for Las Quintas Subdivsion dated August 22, 2001, for consultation for legal advice with the City Attorney, in order to consider its position and instruct its City Attorney and representatives about the City Council's position on the Development Agreement that is the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (under subsection 4) allowed in executive sessions. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The City Attorney can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(3) and (4).

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	Not Applicable
TOTAL:	Not Applicable
BUDGETED AMOUNT:	Not Applicable
AVAILABLE AMOUNT TO TRANSFER:	Not Applicable
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Not Applicable

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

There is no discernible fiscal impact.
