



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, October 8, 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, 8 de Octubre 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, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 8, 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. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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. PROCLAMATIONS

5. A. Proclamation on Arizona Cities & Towns Week October 19 - 25, 2025

5. B. Proclamation on National Code Compliance Month - October 2025

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 September 10, 2025
- Special Council meeting held September 17, 2025

6. B. DISBURSEMENTS

From September 18, 2025, to September 30, 2025

Total \$1,964,038.86

(One Million, Nine Hundred Sixty-Four Thousand, Thirty-Eight Dollars and Eighty-Six Cents)

6. C. Discussion and possible action on any and all matters regarding Resolution No. 2376. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2377. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets within the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2378. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Service Improvement District of operating, maintaining and improving certain retention basins serving the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
6. F. Discussion and possible action on any and all matters regarding Resolution No. 2379. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation, maintenance and improvements of certain retention basins for the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
6. G. Discussion and possible action on any and all matters regarding Resolution No. 2380. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the enhanced municipal services with installation, operation, maintenance and repair on certain landscape improvements included within, near, and adjacent to the retention and parking and parkways and related facilities together with appurtenant structures serving the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**
6. H. Discussion and possible action on any and all matters regarding Resolution No. 2381. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance, and repair of certain landscape improvements included within, near, and adjacent to the retention and detention basins, parking, parkways, and related facilities together with appurtenant structures serving Orchidea Park Subdivision Landscape Improvement District. **(Jose A. Guzman, Director of Development Services)**

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

7. A. Discussion and possible action on any and all matters regarding Order No. 2025-12. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement, STEP/Selective Traffic Enforcement, and Occupant Protection Enforcement Projects by approving Highway Safety Contracts 2026-AL-016, 2026-PTS-062, and 2026-405b-012 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Damian Miller, Lieutenant)**
7. B. Discussion and possible action on any and all matters to amend the conditions of approval for Subdivision Case No. 2024-0206F - Los Mezquites Unit 4 Subdivision (Edais Engineering, Inc., for Riedel Holdings LLC) as approved on October 9, 2024. **(Jose A. Guzman, Director of Development Services)**
7. C. Discussion and possible action on any and all matters to amend the conditions of approval for Subdivision Case No. 2024-0578F - Orchidea Park Phase 1 Subdivision (Vega & Vega Engineering, PLC, for Von Verde Partners LLC) as approved on August 27, 2025. **(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 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 matter of an inoperable solid waste collection truck for 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, 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 Fitzgibbons Law)**

10. **MOTION TO GO BACK INTO REGULAR SESSION**

11. **ADJOURNMENT**



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 10/08/2025

Title:

Proclamation on Arizona Cities & Towns Week October 19 - 25, 2025

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

ARIZONA CITIES AND TOWNS WEEK October 19 - 25, 2025

WHEREAS, the citizens of the City of San Luis rely on the city to experience a high quality of life in our community; and

WHEREAS, cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital city services such as fire, police and emergency medical response to ensure safe communities; and

WHEREAS, cities and towns in Arizona also provide services and programs that enhance the quality of life for residents, such as parks, utilities, street maintenance, sanitation & recycling services, libraries, community centers and recreational programs; and

WHEREAS, the City of San Luis needs to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

WHEREAS, it is one of the responsibilities of the City of San Luis Officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

WHEREAS, through participation and cooperation, citizens, community leaders, local businesses, and municipal staff can work together to ensure that the services provided by the City of San Luis remain exceptional elements of the quality of life in our community.

NOW THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim October 19 - 25, 2025, as “**Arizona Cities & Towns Week**”, and join with the League of Arizona Cities & Towns and fellow municipalities across the State of Arizona.

DATED this 8th day of October 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. B.

Meeting Date: 10/08/2025

Title:

Proclamation on National Code Compliance Month - October 2025

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL CODE COMPLIANCE MONTH

October 2025

WHEREAS, Code Enforcement Officers provide for the safety and welfare of the citizens throughout the United States through the enforcement of local codes or ordinances, facing various issues of building, zoning, housing, animal control, environmental, health and life safety; and

WHEREAS, Code Enforcement Officers often have a challenging and demanding role and often do not receive recognition for the job that they do in improving living and working conditions for residents and businesses of local communities; and

WHEREAS, Code Enforcement Officers are dedicated, and highly qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers are dedicated and highly qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers often have a highly visible and interactive role in the communities while providing quality customer service and excellence to the communities in which they serve; and

WHEREAS, Code Enforcement Officers are called upon to provide quality customer service and excellence to the residents and businesses of the communities in which they serve; and

WHEREAS, the American Association of Code Enforcement seeks to recognize and honor Code Enforcement Officers and Professionals throughout the United States, raising awareness of the Importance of Code Enforcement to the communities of the United States.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim October 2025 as “**National Code Compliance Month**”, and recognize and express my appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

Dated this 8th day of October 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 10/08/2025

Summary

MINUTES OF

- Regular Council meeting held September 10, 2025
 - Special Council meeting held September 17, 2025
-

Attachments

9/10/2025 RCM

9/17/2025 SCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 10, 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
Council Member Luis E. Cabrera (via Teams)
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales
Council Member Lizeth Servin
Council Member Javier Vargas

ABSENT: Council Member Maria Cecilia Cruz

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Melissa Lopez, Deputy City Clerk
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Danae T. Figueroa, Magistrate
Edgar Esparza, Billing and Collections Manager
Emmanuel Botello, Police Lieutenant
Eulogio Vera, Director of Public Works
Israel Lara, I.T. Technician
Jorge Perez, Assistant Director of Public Works
Julissa Alejandra Peru, Court Administrator
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Acting Human Resources Manager
Maria Sabori, Risk Manager
Mario Rodriguez, Finance Operations Manager
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Administrative Services Manager
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer
Alex Bejarano, Public Relations RCFBH
Amanda Aguirre, President & CEO RCFBH
Brian De La Hoya, Resident

Christian Cuevas, Meeting Interpreter
Edna Lugo, Magistrate – City of Somerton
Fabher Sanchez, Resident
Glenn Gimbut, Attorney
Guillermina Fuentes, Resident
Joseph Reynoso, Police Chaplain
Luis Marquez, Resident
Luisa Arreola, Resident
Manuel Rojas, Resident
Maria Gonzalez, Resident
Maria Robles, Resident
Mark Concha Jr., Resident
Perla De La Hoya, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Esteban C. Rosales led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Mr. Joseph Reynoso, Police Chaplain.

4. CALL TO THE PUBLIC

Mr. Luis Marquez, 1254 E. America Street, San Luis, AZ, stated he has lived in the city for 50 years and is a retired police officer from the San Luis Police Department. He serves at the president of the Gadsden School District and is currently facing a recall promoted by a person who is very rich. He reminded everyone that this position is elected and volunteered. The community elected him, not those who want to recall him; that election was not a coincidence but the voice of the community. His name will appear on the ballot for the November 4, 2025, Election and asked for the support of the electors. His colleague, Ms. Liliانا Arroyo, is also facing a recall and together they will be committed to maintaining the focus on the education of the children. He spoke about the achievements of the school district and his children. He thanked those who have supported and trusted him throughout the years.

Ms. Guillermina Fuentes, 1630 N. 9th Avenue, San Luis, AZ, thanked those Council Members who had worked on the issue and appreciated that there is an item on the agenda that pertains to a personal dispute they made a case of. She knows there is a resolution to that matter and hopes the City Council does not change opinion and finalize this fight that someone from the City Council initiated. She asked the City Council to pay attention when a developer builds, that they do it well and that they do not leave or do their dirty work.

5. PROCLAMATION

5. A. Proclamation on Hispanic Heritage Month - September 15, 2025 to October 15, 2025

Ms. Melissa Lopez, Deputy City Clerk, read the proclamation by title only.

6. CONSENT AGENDA

6. A. MINUTES OF

- Special Council meeting held August 1, 2025
- Work Session held August 6, 2025

6. B. DISBURSEMENTS

From August 21, 2025 to September 3, 2025

Total \$2,372,343.35

(Two Million, Three Hundred Seventy-Two Thousand, Three Hundred Forty-Three Dollars and Thirty-Five Cents)

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding continuing temporary staffing services through HireQuest Inc. (Maria Barajas, Acting HR Manager)

Ms. Maria Barajas, Acting Human Resources Manager, stated they are seeking the City Council's approval to continue using the temporary staffing services through HireQuest. They have provided support during special projects. Based on last year's expense, staff anticipates exceeding the allowed amount. She also asked the City Council to waive formal purchasing procedures and to ratify Purchase Order No. 2026-00000603.

MOTION: Council Member Javier Vargas/Council Member Esteban C. Rosales to approve the use of HireQuest Temporary Services, ratify Purchase Order #2025-00000603 and waive formal procurement procedures as allowed under City Code § 3.05.010(F) for the reasons presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. B. Discussion and possible action on any and all matters regarding County 22nd and 4th Avenue Roadway Improvements Change Order. (Tomas Sanchez, City Engineer)

Mr. Eulogio Vera, Director of Public Works, explained that the change order is to include additional quantities on this project. The reason for the request is mainly because they are paving on both sides of the existing road and there is a portion that is deteriorating. Initially, this repair was going to be included, but the quote was too high. Even now, it is not in the budget; however, if approved, the funds will be obtained from the GSA line item, which is also scheduled to be completed this year. At this point, the amount needed for the project has come significantly below what was estimated by the GSA. The necessary equipment for the project has been ordered. The remaining work will be performed by staff. The idea is to save some funding, work and inconveniences.

There were comments from the Mayor, Council Member Luis E. Cabrera, and Mr. Vera regarding the increase in cost over time and how this road will serve the traffic flow.

MOTION: Council Member Javier Vargas/Vice Mayor Tadeo Azael De La Hoya to approve the Co. 22nd and 4th Avenue change order in the amount of \$198,074.00 for DPE Construction, Inc., to authorize a budget transfer and to waive formal purchase procedures for the reasons presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. C. Discussion and possible action on any and all matters regarding Order No. 2025-08. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the San Luis Municipal Court to receive funding for the Access to Justice Grant by approving Agreement A2J #1 between the City of San Luis, Arizona, through the San Luis Municipal Court and the Arizona Supreme Court, Administrative Office of the Courts. (Julissa Alejandra Peru, Court Administrator)

Ms. Julissa Alejandra Peru, Court Administrator, mentioned that the San Luis Municipal Court needs to upgrade its internet network from 5 MB to 30 MB to meet the demands of a growing population and increasing case filings. The current network is over capacity, causing frequent disruptions to virtual hearings, filings and other essential systems. She added that this upgrade is critical for ensuring stable court operations, improving customer service and upholding public safety. The Municipal Court operates entirely on the state's network, utilizing the city's Wi-Fi network solely to enable the prosecutor, defense counsel, and defendants to submit documents and evidence to the court.

Vice Mayor Tadeo Azael De La Hoya inquired why this item was being presented to the City Council if it was valued at less than \$5,000.00. Will this happen with all contracts, or is something specific triggering this?

Ms. Peru responded that it is being presented because it is an agreement with the Administrative Office of the Courts. Additionally, according to the procurement policy, she understands that the budget will be adjusted since new funds will be added to it.

Ms. Kay Macuil, City Attorney, added that it is a grant, and as such, it requires the approval of the governing body.

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to approve and adopt Order No. 2025-08. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. D. Discussion and possible action on any and all matters regarding Order No. 2025-09. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the San Luis Municipal Court to receive funding for the Access to Justice Grant by approving Agreement A2J Grant #2 between the City of San Luis, Arizona, through the San Luis Municipal Court and the Arizona Supreme Court, Administrative Office of the Courts. (Julissa Alejandra Peru, Court Administrator)

Ms. Julissa Alejandra Peru, Court Administrator, stated that the San Luis Municipal Court urgently needs a new video conferencing system as the current unit is at the end of its life and must be replaced to comply with a statewide technology upgrade. Since the San Luis and Somerton Municipal Courts share the same platform due to the limited space at the detention center, the new unit will be beneficial for both courts.

She added that this upgrade is crucial for upholding due process and protecting constitutional rights. Withholding a replacement, the court faces significant risks, including legal issues and operational delays. This grant was a collaborative effort supported by a letter from the City of Somerton Administrator, the Interim Yuma County Detention Center Administrator and Presiding Judge Haws.

MOTION: Council Member Lizeth Servin/Vice Mayor Tadeo Azael De La Hoya to approve and adopt Order No. 2025-09. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. E. Discussion and possible action on any and all matters regarding Order No. 2025-10. An Order of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Agreement between the City of San Luis and the City of Yuma for use of the City of Yuma Public Safety Training Facility. (Emmanuel Botello, Lieutenant)

Mr. Emmanuel Botello, Lieutenant, explained that the San Luis Police Department is requesting approval of the Intergovernmental Agreement (IGA) between the City of San Luis and the City of Yuma. The purpose of this IGA is to use their public safety training facility in Yuma, located on Avenue 4E. This will enable the San Luis Police Department to utilize the facility for training purposes as needed. The agreement shall be for a term of five (5) years, commencing on the effective date of the last party's signature.

MOTION: Council Member Esteban C. Rosales/Vice Mayor Tadeo Azael De La Hoya to approve and adopt Order No. 2025-10, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. F. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2374. A Resolution of the Mayor and City Council of the City of San Luis, increasing the fee for collection services on delinquent water and wastewater accounts. (Edgar Esparza, Billing & Collections Manager)

A. Staff Presentation

Mr. Edgar Esparza, Billing & Collections Manager, indicated that as the City of San Luis is looking into assigning all the utility accounts to Brown's Collection Services, the city will need to increase the collection fee, as Brown's Collection Services charges a 25% commission. As a result, staff is recommending increasing the collection fees to 25% on all accounts assigned to Brown's Collection, a 30% collection fee on all accounts under \$25.00, and a 40% collection fee on referred accounts outside the state. The collection fee will be added to the customer's account balance to ensure the city receives 100% of the outstanding amount.

Vice Mayor Tadeo Azael De La Hoya asked what the estimated amount owed to the city is.

Mr. Esparza replied that currently, there are 290 accounts in collections for \$35,000.00 and the average account balance is approximately \$120.00.

B. Open Public Hearing

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to open the Public Hearing. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

C. Call to the public on this item

There were no comments from the public on this item.

D. Close Public Hearing

MOTION: Vice Mayor Tadeo Azael De La Hoya/Mayor Nieves Riedel to close the Public Hearing. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

E. Action on Resolution No. 2374

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to approve and adopt Resolution No. 2374, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. G. Discussion and possible action on any and all matters regarding the proposed agreement between Brown's Collection Service and the City of San Luis for the implementation of a collection agency to achieve maximum recovery of debt. (Roula Encinas, Finance Director, and Edgar Esparza, Billing and Collections Manager)

Mr. Edgar Esparza, Billing & Collections Manager, mentioned that this item is a continuation of the previous item to approve a contract with Brown's Collection Service for the collection of utility accounts and ambulance billing accounts. Brown's Collection Service has over 50 years of experience in collecting bad debt accounts. Additionally, they are a local agency to the Yuma County area, which will help with the collection rate. Brown's Collection Services charges a 25% commission.

As a result, staff is recommending increasing the collection fees to 25% on all accounts assigned to Brown's Collection, a 30% collection fee on all accounts under \$25.00, and a 40% collection fee on referred accounts outside the state. Staff contacted other customers of Brown's Collection Service and received positive feedback about the service from notable organizations, including the City of Somerton Ambulance, Yuma County Public Health Services, Yuma County House Department, Yuma Juvenile Court Center, Yuma School District One, and OnVida Health, among others. Attached to this agenda item is a list of the customers being served by Brown's Collection Service.

MOTION: Council Member Esteban C. Rosales/Council Member Javier Vargas to approve the Brown Collection Service Agreement, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. H. Discussion and possible action on any and all matters regarding Order No. 2025-11. An Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement for Case No. 2:24-cv-00534 Gethsemani Baptist Church versus the City of San Luis in the United States District Court for the District of Arizona; repealing conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that this item is for the Gethsemani lawsuit. The outside and Gethsemani attorneys are still working diligently to finalize the drafts. Just yesterday, it was decided to, in addition to the settlement agreement, also file a motion with the court for a consent decree and suggest a joint consent decree. Ms. Macuil asked that this item be continued until all the documents are done, potentially by Friday. If possible, a Special Council meeting can be held next Wednesday, September 17, 2025, provided a quorum is present.

There were some questions and answers between the City Council and Ms. Macuil regarding the delay, and who initiated the lawsuit. Ms. Macuil explained on the delay that occurred as documents were being reviewed, exchanged, and modified until all parties reached an agreement. Ms. Macuil stated that Gethsemani had sued the City of San Luis.

MOTION: Mayor Nieves Riede/Council Member Javier Vargas to continue this item for a future meeting. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. I. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2375. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, amending Resolution No. 2334 previously adopted October 2, 2024, concerning the issuance of debt by the Industrial Development Authority of the City of San Luis, Arizona, the proceeds of which are to be lent to the Regional Center for Border Health, Inc., and declaring an emergency. (Kay Marion Macuil, City Attorney)

(6 votes in favor are required to pass immediately as an emergency per A.R.S. § 19-142.)

A. Presentation by Staff and the Regional Center for Border Health, Inc.

Mr. Glenn Gimbut, Attorney for the San Luis Industrial Development Authority (IDA), stated that this does not involve \$1.00 of city money. The IDA adopted its resolution on Monday, September 8, 2025. On October 2, 2024, the City Council approved a resolution authorizing the IDA to issue bonds up to \$80 million. Dealing with the United States Department of Agriculture (USDA) under the Trump Administration has been interesting. Here they are in September, and they have not even nominated any of the political appointees. The Department of Government Efficiency (DOGE) has done its work with the permanent staff and has made things challenging. There is a pending request for a parity agreement with the USDA, which does not involve \$1.00 to the federal government, but the investors require it for a proposed bond issue. The proposed contractor for the project is Oakland Incorporation, a national corporation that specializes in hospital construction. In time, their bid has changed, other costs have changed and therefore, it is projected that this bond issue will now be \$93 million. He asked for an increase in the amount of bonds to be authorized to \$100 million. He added that the TERA hearing is valid for only one (1) calendar year; the calendar year runs out on October 2, 2025. Therefore, this needs to be in place as an amending resolution before this deadline, which is why this resolution contains the emergency clause, as there are not the 30 days to spare. This is an IDA bond issue; by state statute, neither the city nor the IDA will be liable for a dollar of it. It is solely on the faith and credit of Regional Center for Border Health (RCFBH). Mr. Gimbut, for the record, indicated that Mayor Nieves Riedel does not have a conflict of interest. To have a conflict of interest, she would need to gain or lose something by the City Council's action tonight.

Ms. Amanda Aguirre, President and CEO for RCFBH, stated they are requesting an amendment to Resolution No. 2334, which was approved last year, for the future construction of the San Luis Hospital. She added that all the requirements are in place for this hospital. She thanked the City Council for their continued support for the future vision of a new hospital in the City of San Luis.

Vice Mayor Tadeo Azael De La Hoya asked if the bonds were to default, the city nor the IDA will not be liable.

Ms. Macuil replied that that was correct; it is just a vehicle for the bonds to be tax-free for the bondholders. There is no liability; a statute clearly states that the city is not liable.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the Public

There were no comments from the public on this item.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing.

E. Discussion and Action on Resolution No. 2375

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to approve and adopt Resolution No. 2375 and declare an emergency. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

8. SUMMARY OF CURRENT EVENTS

Council Member Esteban C. Rosales reported that he, along with Council Members Maria Cecilia Cruz, Lizeth Servin, and Javier Vargas, attended the groundbreaking for the City of Douglas new commercial port of entry. The City of San Luis was acknowledged during the event by stakeholders, state-level representatives and members from the Arizona Department of Transportation.

Mayor Nieves Riedel reported that yesterday, a 17-year-old boy lost his life. It is disgusting to hear and read comments on social media from people trying to make this incident a political issue. This was an accident, there was no alcohol or drugs involved, and it happened on a plain terrain. People need to respect others when they are grieving. She apologized for those comments from people who cannot show respect for other people's pain when they lose a loved one. The accident involved three (3) kids from high school, and it is being investigated.

Council Member Luis E. Cabrera reported that the event Conversations with the Council took place on Saturday, September 6, 2025, where the five (5) Council Members were present listening to the input from the community. He thanked those who were present at this event.

9. ADJOURNMENT

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to adjourn the Regular Council meeting at approximately 6:43 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	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 September 10, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 17, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Council Member Maria Cecilia Cruz
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales
Council Member Lizeth Servin (via Teams)
Council Member Javier Vargas
Mayor Nieves Riedel

ABSENT: Council Member Luis E. Cabrera

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Albert Moreno, I.T. Technician
Adela Cortez, Director of Human Resources
Angel Ramirez, Fire Chief
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Crystal Ochoa, Administrative Coordinator
Damian Miller, Lieutenant
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Billing & Collections Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jorge Perez, Assistant Director of Public Works
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Acting Human Resources Manager
Maria Sabori, Risk Manager
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Administrative Services Manager
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer

Angela Delgado, Resident
Guillermina Fuentes, Resident
Christian Cuevas, Meeting Interpreter

2. PLEDGE OF ALLEGIANCE

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

3. DISCUSSION AND POSSIBLE ACTION ITEMS

3. A. Discussion and possible action on any and all matters regarding Order No. 2025-11. An Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement, the joint motion for entry of consent decree, and the joint proposed consent decree for Case No. 2:24-cv-00534 Gethsemani Baptist Church versus the City of San Luis in the United States District Court for the District of Arizona; repealing conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, reiterated that this is for a lawsuit which Gethsemani Baptist Church brought against the city and this order is the settlement agreement. The city will not be going to trial of any other processes in litigation. This settlement agreement will bring the matter to a close.

MOTION: Council Member Esteban C. Rosales/Council Member Javier Vargas to approve Order No. 2025-11 accepting the terms of the attached Settlement Agreement and approving the Joint Motion Proposed Consent Decree. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

3. B. Discussion and possible action on any and all matters regarding the appointment of poll workers for the Special Election scheduled for November 4, 2025. (Sonia Cornelio, City Clerk)

Mrs. Sonia Cornelio, City Clerk, explained that the City Clerk's Office is preparing for the upcoming Special Election scheduled for Tuesday, November 4, 2025. In accordance with an existing Intergovernmental Agreement (IGA), Yuma County will assist the city in administering election services.

She added that per A.R.S. § 16-531(C), when a nonpartisan election is held, the governing body must appoint no fewer than three (3) election workers per polling location at least 20 days before the election. The proposed list of poll workers is attached to this agenda item for review and approval.

MOTION: Council Member Javier Vargas/Council Member Esteban C. Rosales to approve and appoint the poll workers as presented and to authorize substitutions and additions as may be necessary by the Election Services Director, or its designee, for the election on November 4, 2025. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

3. C. Discussion and possible action on any and all matters regarding the designation of polling places and drop-off locations for the Special Election scheduled for November 4, 2025. (Sonia Cornelio, City Clerk)

MOTION: Council Member Esteban C. Rosales/Council Member Javier Vargas to approve the Yuma County Library – San Luis Branch and the San Luis Medical Mall to be the vote centers for the Special Election on November 4, 2025, as well as the drop box locations to be the Recorder’s Office, the Yuma County Library – San Luis Branch, and the Medical Mall, as presented by staff. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

3. D. Discussion and possible action on any and all matters regarding the engagement of services with Consultant Engineering, Inc. to assist the City of San Luis with the development of the Capital Improvement Program. (Tomas Sanchez, City Engineer)

Mr. Tomas Sanchez, City Engineer, indicated that the Engineering Department is seeking Council approval to accept a professional services proposal from Consultant Engineering, Inc. (CEI) for assisting the City of San Luis with the development of the City's Capital Improvement Program ("CIP") and supporting procedures. He added that the development of the CIP, supporting procedures, and funding identification is estimated to continue through May of 2027. The CIP provides direction and guidance for the City of San Luis on carefully planning and managing capital infrastructure assets. CEI will help develop a formal process for the city to identify, evaluate, and recommend available funding sources for capital project requests within the 5-Year Capital Improvement Program. Staff is requesting the City Council's approval to accept a professional services proposal from Consultant Engineering, Inc. for \$106,660.00, as allowed under the City Procurement Code 3.05.080, for Professional Services.

Vice Mayor Tadeo Azael De La Hoya asked what the most significant difference is between having a company do this for \$100,000.00 rather than doing it in-house.

Mr. Sanchez responded that each department is currently working individually, trying to plan ahead, but the process has not been formalized. Additionally, staff lack the expertise to plan or formalize processes to ensure transparency. Because once this is adopted every few years, it will be open for the community to view what projects the city is working on or planning for that are realistic.

There were some questions, answers, and discussions among members of the City Council and staff regarding having an outside company provide this service by CEI, and whether it would help staff find grants.

MOTION: Council Member Maria Cecilia Cruz/Council Member Esteban C. Rosales to approve the Professional Services Contract by Consultant Engineering, Inc., for the Capital Improvement Program Development Services, in the amount of \$106,660.00.

The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

3. E. Discussion and possible action on any and all matters regarding the City of San Luis accepting the proposed Change Order No. 10 from MGC Contractors, Inc. pertaining to the new well and treatment unit project. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, stated that the change order is a last-minute modification identified for the project at the Public Works Yard, specifically for the new water well with the new filtration system.

He added that this project is substantially completed. These are not minor changes, but rather small adjustments to the project that were not considered during the design process. The change order is for the amount of \$12,609.00, which, if approved, will be transferred from the water department's project budget, specifically from a project approved for this fiscal year in the amount of \$1.7 million, for the new booster station on East San Luis.

MOTION: Council Member Javier Vargas/Vice Mayor Tadeo Azael De La Hoya to approve Change Order No. 10 from MGC Contractors, Inc., in the amount of \$12,609.00, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

3. F. Discussion and possible action on any and all matters regarding authorization to purchase annual medical evaluations and screenings for Police Department staff using Fiscal Year 2025-2026 Budgeted Funds. (Damian Miller, Lieutenant)

Mr. Damian Miller, Lieutenant, explained that they are seeking approval for the annual medical and physical evaluations to be provided for Police Department staff. Heart Fit for Duty and its providers will conduct examinations and testing, and provide the results to participating staff. The cost of the service will vary based on the service selection per staff member. The total amount per person, based on which tests will be provided, will range from \$1,840.0 to \$2,344.70 for men and from \$2,290.20 to \$2,344.70 for women. The testing will be offered to staff who choose to participate; it will not be mandatory. The total amount budgeted and approved for this service is \$55,000.00.

Council Member Maria Cecilia Cruz asked how many people the \$55,000.00 would cover if it is not mandatory.

Lt. Miller replied that they already have enough people to use the \$55,000.00.

MOTION: Council Member Esteban C. Rosales/Vice Mayor Tadeo Azael De La Hoya to approve the purchase of annual physical medical evaluations for Police Department staff for a total amount not to exceed the budgeted amount of \$55,000.00. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

3. G. Discussion and possible action on any and all matters regarding annual physicals with the company 1582, LLC. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, indicated that the San Luis Fire Department is requesting approval for their annual physicals with 1582, LLC. As the City Council is aware, the health and well-being of the firefighters are critical to maintaining the highest level of service for the community. The company's expertise in working with fire departments across the United States to ensure that assessments are specifically designed to meet the unique needs and risks associated with their profession. This company did their physicals last year and they were very happy with the services they provided. He added that 100% of the Fire Department will be doing the physicals. San Luis City Code - Purchasing, Section 3.05.080 on professional medical services applies, and bidding is not required.

MOTION: Council Member Maria Cecilia Cruz/Vice Mayor Tadeo Azael De La Hoya to approve the purchase of annual physical medical evaluations for the Fire Department staff for a total amount to exceed the budgeted amount of \$54,645.00. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

4. ADJOURNMENT

MOTION: Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to adjourn the meeting at 6:23 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on September 17, 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: 10/08/2025

Summary

DISBURSEMENTS

From September 18, 2025, to September 30, 2025

Total \$1,964,038.86

(One Million, Nine Hundred Sixty-Four Thousand, Thirty-Eight Dollars and Eighty-Six Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING OCTOBER 08, 2025 Disbursement Report from 09/18/2025 TO 09/30/2025

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	09/19/2025	\$ 446,379.64	Schedule A
Payroll Check Account	09/26/2025	\$ 601,480.04	Schedule B
Accounts Payable Check Account	09/26/2025	\$ 916,179.18	Schedule C

Total Disbursements: \$ 1,964,038.86

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: _____

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

OCT - 2 2025

CITY CLERK'S OFFICE

Payment Register

From Payment Date: 9/15/2025 - To Payment Date: 9/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113255	09/16/2025	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$16,649.68		
113256	09/17/2025	Open			Accounts Payable	VOZ ENTERTAINMENT, LLC	\$3,390.00		
113257	09/18/2025	Open			Accounts Payable	ALCANTARA, FRANCISCO	\$102.44		
113258	09/18/2025	Open			Accounts Payable	BOTELLO, EMMANUEL	\$59.00		
113259	09/18/2025	Open			Accounts Payable	CAMACHO, JOSE, LUIS	\$216.00		
113260	09/18/2025	Open			Accounts Payable	CRUZ, MARIA, CECILIA	\$108.00		
113261	09/18/2025	Open			Accounts Payable	DE LA TORRE, VICTOR	\$81.00		
113262	09/18/2025	Open			Accounts Payable	DEPARTMENT OF VETERANS AFFAIRS	\$174.86		
113263	09/18/2025	Open			Accounts Payable	DUARTE, ERNESTO	\$90.00		
113264	09/18/2025	Open			Accounts Payable	GUEVARA, ALAN	\$59.00		
113265	09/18/2025	Open			Accounts Payable	HEMMER, ADRIAN	\$59.00		
113266	09/18/2025	Open			Accounts Payable	JIMENEZ, SERGIO	\$200.00		
113267	09/18/2025	Open			Accounts Payable	JUAREZ, NANCY	\$123.00		
113268	09/18/2025	Open			Accounts Payable	LARA, ABRIL	\$275.00		
113269	09/18/2025	Open			Accounts Payable	LOPEZ, LAURA	\$250.00		
113270	09/18/2025	Open			Accounts Payable	LOPEZ, LUIS	\$59.00		
113271	09/18/2025	Open			Accounts Payable	LOPEZ, REYNIER	\$135.46		
113272	09/18/2025	Open			Accounts Payable	MALDONADO, JUAN, J	\$216.00		
113273	09/18/2025	Open			Accounts Payable	MILLER, DAMIAN	\$106.00		
113274	09/18/2025	Open			Accounts Payable	NUNO, JAVIER	\$106.00		
113275	09/18/2025	Open			Accounts Payable	REYNOSO, NIGEL	\$106.00		
113276	09/18/2025	Open			Accounts Payable	ROSALES, ESTEBAN	\$108.00		
113277	09/18/2025	Open			Accounts Payable	RUIZ, OSCAR	\$106.00		
113278	09/18/2025	Open			Accounts Payable	SANCHEZ, TOMAS, A	\$118.00		
113279	09/18/2025	Open			Accounts Payable	SANDOVAL, ANTONIO	\$170.47		
113280	09/18/2025	Open			Accounts Payable	SERVIN, LIZETH	\$108.00		
113281	09/19/2025	Open			Accounts Payable	AAED	\$140.00		
113282	09/19/2025	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	\$3,841.00		
113283	09/19/2025	Open			Accounts Payable	AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT CHAP	\$360.00		
113284	09/19/2025	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$197.50		
113285	09/19/2025	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$621.12		
113286	09/19/2025	Open			Accounts Payable	BASELINE POLYGRAPH LLC	\$250.00		
113287	09/19/2025	Open			Accounts Payable	BELTRAN, MODESTO	\$100.00		
113288	09/19/2025	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$3,000.00		
113289	09/19/2025	Open			Accounts Payable	CENTURYLINK	\$406.65		
113290	09/19/2025	Open			Accounts Payable	CORE & MAIN LP	\$1,301.06		
113291	09/19/2025	Open			Accounts Payable	CORE & MAIN LP	\$66,766.67		
113292	09/19/2025	Open			Accounts Payable	DAVE BANG ASSOC. INC.	\$17,512.38		
113293	09/19/2025	Open			Accounts Payable	EMPIRE MACHINERY	\$577.99		
113294	09/19/2025	Open			Accounts Payable	ESTRADA, LETICIA	\$100.00		
113295	09/19/2025	Open			Accounts Payable	FELIX VALDEZ, GRISELDA, N	\$50.00		
113296	09/19/2025	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	\$412.50		

Payment Register

From Payment Date: 9/15/2025 - To Payment Date: 9/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113297	09/19/2025	Open			Accounts Payable	GILA ELECTRONIC	\$1,923.76		
113298	09/19/2025	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$61.11		
113299	09/19/2025	Open			Accounts Payable	HERNANDEZ, JOSE, LUIS	\$1,200.00		
113300	09/19/2025	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$450.00		
113301	09/19/2025	Open			Accounts Payable	IPS GROUP INC	\$690.18		
113302	09/19/2025	Open			Accounts Payable	IRON MOUNTAIN INC	\$196.18		
113303	09/19/2025	Open			Accounts Payable	J & A PLUMBING LLC	\$1,350.00		
113304	09/19/2025	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$3,795.52		
113305	09/19/2025	Open			Accounts Payable	NOVA BIOMEDICAL CORPORATION	\$630.80		
113306	09/19/2025	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$29.50		
113307	09/19/2025	Open			Accounts Payable	POSITIVE PROMOTIONS	\$2,673.98		
113308	09/19/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$1,675.04		
113309	09/19/2025	Open			Accounts Payable	QUAIL CONSTRUCTION, LLC	\$1,340.76		
113310	09/19/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$590.00		
113311	09/19/2025	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$5,229.59		
113312	09/19/2025	Open			Accounts Payable	STEVEN L. MCCARTY	\$300.00		
113313	09/19/2025	Open			Accounts Payable	TRIPLE BBB GAS STATION	\$14.04		
113314	09/19/2025	Open			Accounts Payable	WAL-MART	\$112.23		
113315	09/19/2025	Open			Accounts Payable	YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRNSP AUTH YUMA WINLECTRIC CO.	\$141,950.44		
113316	09/19/2025	Open			Accounts Payable		\$4,483.92		
Type Check Totals:									
EFT									
62 Transactions								\$287,509.83	
8293	09/18/2025	Open			Accounts Payable	ALSCO, INC	\$3,659.40		
8294	09/18/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,693.98		
8295	09/18/2025	Open			Accounts Payable	AUTOZONE STORES, INC	\$8,016.77		
8296	09/18/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$4,235.60		
8297	09/18/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$2,772.82		
8298	09/19/2025	Open			Accounts Payable	AIRGAS, INC.	\$1,154.63		
8299	09/19/2025	Open			Accounts Payable	ANALYTICAL & PRECISION BALANCE	\$750.00		
8300	09/19/2025	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$14,778.40		
8301	09/19/2025	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$117.37		
8302	09/19/2025	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$800.00		
8303	09/19/2025	Open			Accounts Payable	BLT ASPHALT LLC	\$2,426.40		
8304	09/19/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$3,590.66		
8305	09/19/2025	Open			Accounts Payable	BTE BODY COMPANY INC	\$18,150.13		
8306	09/19/2025	Open			Accounts Payable	CDWG	\$100.61		
8307	09/19/2025	Open			Accounts Payable	CENTERLINE SUPPLY WEST	\$7,553.34		
8308	09/19/2025	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$4,852.86		
8309	09/19/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$1,895.46		
8310	09/19/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$50.00		
8311	09/19/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$221.00		
8312	09/19/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$97.96		
8313	09/19/2025	Open			Accounts Payable	DIGITAL ROOM LLC	\$1,037.86		
8314	09/19/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,136.00		

Payment Register

From Payment Date: 9/15/2025 - To Payment Date: 9/19/2025

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	39	\$158,869.81	\$0.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		101		\$446,379.64		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		101		\$446,379.64		\$0.00	
Grand Totals:									
Checks									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		62		\$287,509.83		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		62		\$287,509.83		\$0.00	
EFTs									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		39		\$158,869.81		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Total		39		\$158,869.81		\$0.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		101		\$446,379.64		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		101		\$446,379.64		\$0.00	

Guadalupe Canez
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 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2025.09.19 11:33:07 -0700



Pay Day Register

Pay Date Range 09/06/25 - 09/19/25

Pay Batch 202520

Pay Batch 202520 Total

Employees in Pay Batch 361

Female Employees in Pay Batch 100

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	26,757.5000	699,220.03	Gross	873,991.87		
1000 - ADMIN LEAVE	100.0000	3,941.80	Imputed Income		ASRS ALTERNATE	844.04 8,656.80
1001 - LEAVE WITHOUT PAY	114.7500	.00	FEDERAL TAX WITHHOLDING	53,577.18	AZ STATE RETIREMENT	57,855.03 487,817.12
1005 - BEREAVEMENT	24.0000	1,154.88	SOCIAL SECURITY TAX	54,187.57	DENTAL = FAMILY	417.90 .00
1007 - ON CALL WORKED HOURS	8.7500	210.90	MEDICARE	12,673.02	LONG TERM DISABILITY	682.95 487,817.12
1009 - PART TIME	537.0000	8,593.46	STATE WITHHOLDING	15,901.78	MEDICAL MEX ONLY - EE &	2,421.90 .00
1010 - PART TIME FIREFIGHTERS	117.2500	2,569.17	24-7 GET FIT- GYM	1,890.00	MEDICAL MEX ONLY - EE &	10,609.80 .00
201 - OVERTIME	1,803.7500	66,977.81	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE ONLY	2,179.71 .00
202 - OP STONE GARDEN- O.T.	480.5000	25,724.69	AM. FIDELITY- ACCIDENT-POST	25.01	MEX & US HEALTH = EE	4,582.20 .00
2023 - FMLA - SICK LEAVE	65.7500	1,771.36	AM. FIDELITY- ACCIDENT-PRE	492.45	MEX ONLY DENTAL - EE &	58,921.92 .00
2024 - FMLA - VACATION LEAVE	12.9400	278.73	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	156.64 .00
2038 - FMLA - LEAVE WITHOUT	217.3100	.00	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	341.64 .00
210 - SRO	218.5000	6,337.32	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE ONLY	156.64 .00
300 - VACATION EARNED	1,398.9500	.00	AM. FIDELITY- GHI- PRE TAX	275.40	PSPRS - ALTERNATE	219.78 .00
301 - VACATION USED	917.9500	26,266.89	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS FIRE DB NORM - TIER 1	196.00 2,449.96
400 - SICK EARNED	1,340.0450	.00	AM. FIDELITY- TX LIFE -POST	178.44	PSPRS FIRE DB NORM - TIER 2	11,696.44 93,947.42
405 - SCHEDULED SICK LEAVE	397.6400	10,679.11	AZ COPS - SLPD	635.00	PSPRS FIRE DB NORM - TIER 3	914.47 7,345.14
406 - UNSCHEDULED SICK LEAVE	472.7500	12,020.96	AZ STATE RETIREMENT	57,855.03	PSPRS FIRE DB UNFUND - TIER	7,386.65 85,001.54
501 - WC PUBLIC SAFETY USED	24.0000	776.72	BORDER GYM - GYM	425.00	PSPRS FIRE DB UNFUND - TIER	2,142.00 93,947.42
502 - ON CALL PAY I.T.	.0000	100.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	167.47 7,345.14
503 - STAND-BY PAY	678.7000	1,357.40	DEFERRED COMP - ROTH	1,220.00	PSPRS FIRE DB UNFUND - TIER	2,116.53 85,001.54
809 - RETRO PAY	1.2256	23.36	DEFERRED COMP - ROTH	325.87	PSPRS POLICE DB NORM - TIER	6,567.81 68,201.42
900 - COMPENSATION EARNED	.5000	.00	DEFERRED COMPENSATION	2,630.00	PSPRS POLICE DB NORM - TIER	1,271.87 13,207.41
901 - COMPENSATION USED	20.6250	435.28	DEFERRED COMPENSATION	1,439.55	PSPRS POLICE DB UNFUND -	5,929.83 68,237.41
923 - BORDER FITNESS - GYM	.0000	425.00	FOP/ALC	495.00	PSPRS POLICE DB UNFUND -	3,346.56 68,577.32
932 - 24-7 GET FIT - GYM	.0000	1,890.00	GARNISHMENT - CHILD	2,542.09	PSPRS POLICE DB UNFUND -	664.09 13,608.23
965 - PD - STAND-BY PAY	.0000	2,211.00	IAFF- FIRE DEPT	1,520.00	STANDARD LIFE	3,541.52 68,237.41
967 - FD - SPECIAL ASSIGNMNT	513.0000	1,026.00	LEGAL SHIELD	59.31	STANDARD LTD	3,157.08 .00
Total	36,223.3856	\$873,991.87	LONG TERM DISABILITY	682.95	STANDARD STD	1,669.73 308,299.54
			MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	5,065.39 .00
			MEX ONLY DENTAL - EE &	201.52	U.S. MEX DENTAL - EE &	382.56 .00
			MEX ONLY DENTAL - EE &	439.56	US & MEX DENTAL - EE	159.40 .00
			MEX ONLY DENTAL - EE &	201.52	US & MEX HEALTH = C	3,082.56 .00
			MEX ONLY HEALTH - EE & CH	596.40	US & MEX HEALTH = FAMILY	27,253.52 .00
			MEX ONLY HEALTH = S	509.25	US & MEX HEALTH = SP	29,488.07 .00
			MEXICO ONLY HEALTH - EE &	2,612.70	VISION - SINGLE	7,976.64 .00
			MEXICO ONLY HEALTH - EE &	536.76	VSP- VISION	1,240.42 .00
			MISCELLANEOUS	622.35	WC PSPRS 17.28	582.75 .00
			PAC FUND- FIRE DEPT.	121.00	Total	64.96 375.90
						\$265,454.47



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PS DEFERRED COMP - ROTH	805.00	.00		
PS DEFERRED COMP - ROTH	491.60	6,407.00	Employer Taxes	Gross Base
PS DEFERRED COMP TIAA -	376.69	8,937.94	MEDICARE	12,673.02 873,991.87
PS DEFERRED COMPENSATION	2,205.00	.00	SOCIAL SECURITY TAX	54,187.57 873,991.87
PSPRS FIRE DB RATE - TIER 1a	5,975.95	78,116.82	SUTA/UNEMPLOYMENT	5,013.66 835,587.03
PSPRS FIRE DB RATE - TIER 1b	1,211.04	15,830.60	Total	<u>\$71,874.25</u>
PSPRS FIRE DB RATE - TIER 2	561.90	7,345.14	Workers' Comp	Gross Base
PSPRS FIRE DB RATE - TIER 3	7,386.65	85,001.54	Ambulance EMT Search &	4,694.87 98,839.11
PSPRS POLICE DB RATE - TIER	3,582.52	46,830.25	ANIMAL CONTROL OFFICERS	89.50 3,977.87
PSPRS POLICE DB RATE - TIER	1,634.89	21,371.17	ATTORNEY- ALL & CLERICAL-	74.92 34,060.47
PSPRS POLICE DB RATE - TIER 2	1,010.37	13,207.41	AUTO SERVICE/ REPAIR	280.10 10,039.16
PSPRS POLICE DB RATE - TIER 3	5,929.83	68,237.41	BUILDING- NOC OPER BY	935.98 25,855.64
STANDARD LIFE ADDTNL	873.68	.00	BUS COMPANY AND DRIVERS	83.99 1,521.60
TRANSWESTERN MEXICAN	141.00	.00	CLERICAL OFFICE/ LIBRARY/	460.28 191,777.26
U.S. MEX DENTAL - EE &	492.72	.00	Electrician	73.78 2,349.60
U.S. MEX DENTAL - EE &	205.30	.00	FIREFIGHTERS & DRIVERS	4,888.33 102,911.69
UNITED WAY	14.00	.00	GARBAGE/ ASH/ REFUSE	673.67 10,778.61
US & MEX DENTAL= FAMILY	538.02	.00	Homemaker Service	44.67 1,950.60
US & MEX HEALTH = C	6,711.29	.00	Motion Picture Production	17.60 2,707.49
US & MEX HEALTH = FAMILY	7,261.60	.00	MUNICIPAL/ TOWN/	956.66 54,666.26
US & MEX HEALTH = S	6,546.88	.00	PARKS- NOC ALL EMPLOYEES	922.03 29,742.93
US & MEX HEALTH = SP	1,964.28	.00	POLICE OFFICERS	8,252.00 173,726.87
VSP - VISION CHILDREN	243.95	.00	RECREATION- ALL EMPLOYEES/	287.90 21,014.34
VSP - VISION FAMILY	348.50	.00	SEWAGE DISPOSAL/ PLANT	1,335.19 38,813.05
VSP - VISION SPOUSE	181.22	.00	Street or Road Construction	3,501.25 39,651.86
Net	<u>\$601,480.04</u>		WATERWORKS OPERATIONS	<u>1,027.38</u> 29,607.46
			Total	<u>\$28,600.10</u>

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: 2025.09.25 12:38:08 -07'00'

Direct Deposits	Amount
1st Bank Yuma	43,191.80
ACADEMY BANK	3,060.40
Ally Bank	1,569.02
America First	1,652.23
AVENIR FINANCIAL	51,057.85
Bank of America	8,126.46
Bankcorp	200.00
BANKCORP BANK	1,716.70
CAPITAL ONE	3,866.91
Charles Sch	250.00
Chase Bank	268,582.32
CHASE BANK CA	2,914.20
CHASE BANK MORGAN	2,625.16



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CHASE BANK TX	1,500.00
chase centro	2,113.53
discover	400.00
FF CREDIT UNION	2,965.85
FIDELITY	563.65
FIREFIGHTER FIRST CREDIT UNION	22,183.38
HUGHES FCU	2,053.37
JP Morgan Chase	1,227.75
MECHANICS BANK	282.27
National Bank	1,349.27
Navy Federal	36,577.77
NBKC Bank - Acorns	1,240.47
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	841.11
PATHWARD	1,582.84
SOFI BANK	3,157.36
Sunbank	2,335.78
THE FOOTHILLS BANK	769.11
USAA FEDERAL SAVING	4,102.33
VANTAGE WEST	2,167.19
WASHINGTON FEDERAL	1,341.72
Wells Fargo	109,888.46
WELLS FARGO ARKANSAS	1,909.04
WELLS FARGO CA	4,648.61
WELLS FARGO CALE	1,165.10
WELLS FARGO YUMA	2,904.39
Total	<u>\$598,203.40</u>
Check	\$3,276.64

Payment Register

From Payment Date: 9/21/2025 - To Payment Date: 9/26/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113317	09/21/2025	Open			Utility Management	A & G BUILDERS	\$22.29		
					Refund				
113318	09/21/2025	Open			Utility Management	ABARICO, ROSZALD BETELGUESE	\$199.28		
					Refund				
113319	09/21/2025	Open			Utility Management	CAMPAS, GUADALUPE O	\$256.93		
					Refund				
113320	09/21/2025	Open			Utility Management	CORNEJO, MOISES & YOLANDA	\$22.25		
					Refund				
113321	09/21/2025	Open			Utility Management	ESCOBEDO, FRANCISCO, J	\$142.00		
					Refund				
113322	09/21/2025	Open			Utility Management	GARCIA JOCELYN & MENDENHALL	\$24.50		
					Refund	CHRISTOPHER			
113323	09/21/2025	Open			Utility Management	GONZALEZ, JOSE LUIS & NOHEMI	\$39.24		
					Refund	CORRALES			
113324	09/21/2025	Open			Utility Management	GUERRERO, MARIA	\$6.94		
					Refund				
113325	09/21/2025	Open			Utility Management	MENDEZ GARCIA, MARTIN	\$31.84		
					Refund				
113326	09/21/2025	Open			Utility Management	ROBLES, ELIZABETH & MIGUEL A	\$40.39		
					Refund	VAZQUEZ			
113327	09/21/2025	Open			Utility Management	RUIZ SAUCEDO, JOAQUIN	\$199.81		
					Refund				
113328	09/21/2025	Open			Utility Management	VILLALOBOS, FIDENCIO	\$162.95		
					Refund				
113329	09/23/2025	Open			Accounts Payable	CORTEZ, ADELA	\$189.00		
113330	09/23/2025	Open			Accounts Payable	ESPARZA, ARMANDO	\$162.00		
113331	09/23/2025	Open			Accounts Payable	VERA, EULOGIO	\$118.00		
113332	09/25/2025	Open			Accounts Payable	ARIZONA CONFERENCE OF	\$635.00		
						POLICE & SHERIFFS			
113333	09/25/2025	Open			Accounts Payable	FOP/ALC	\$495.00		
113334	09/25/2025	Open			Accounts Payable	SUPPORT PAYMENT	\$2,776.55		
						CLEARINGHOUSE			
113335	09/25/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY	\$14.00		
						INC.			
113336	09/25/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS	\$121.00		
						ASSOC			
113337	09/25/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-	\$1,520.00		
						IAFF			
113338	09/25/2025	Open			Accounts Payable	4 AP HOLDINGS INC.	\$1,756.06		
113339	09/25/2025	Open			Accounts Payable	ABACUS FORENSIC POLYGRAPH,	\$275.00		
						LLC			
113340	09/25/2025	Open			Accounts Payable	ARIZONA SECRETARY OF STATE	\$100.00		
113341	09/25/2025	Open			Accounts Payable	ASTORGA, ERICK	\$177.14		
113342	09/25/2025	Open			Accounts Payable	AVILA, LUCA	\$240.00		
113343	09/25/2025	Open			Accounts Payable	BARCODES LLC	\$4,435.48		
113344	09/25/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,206.25		
113345	09/25/2025	Open			Accounts Payable	C&D DISPOSAL LLC	\$413.82		
113346	09/25/2025	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	\$1,276.70		
113347	09/25/2025	Open			Accounts Payable	CENTURYLINK	\$69.47		

Payment Register

From Payment Date: 9/21/2025 - To Payment Date: 9/26/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113348	09/25/2025	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$713.00		
113349	09/25/2025	Open			Accounts Payable	COUNTRY SUPPLIER, LLC	\$352.32		
113350	09/25/2025	Open			Accounts Payable	DURHAM'S FLEET SERVICES LLC	\$2,103.30		
113351	09/25/2025	Open			Accounts Payable	DWD CONSTRUCTION	\$5,189.27		
113352	09/25/2025	Open			Accounts Payable	ERFERT, RICK	\$832.39		
113353	09/25/2025	Open			Accounts Payable	FIRST LEGAL BUYER INC.	\$1,276.30		
113354	09/25/2025	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	\$400.36		
113355	09/25/2025	Open			Accounts Payable	FURNITURE LAND LLC	\$979.59		
113356	09/25/2025	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$59,039.54		
113357	09/25/2025	Open			Accounts Payable	GASTELUM RASCON, SANTIAGO, YAHEL	\$180.00		
113358	09/25/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$872.25		
113359	09/25/2025	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$1,315.39		
113360	09/25/2025	Open			Accounts Payable	J. HIGGINS, LTD. INC	\$991.28		
113361	09/25/2025	Open			Accounts Payable	LEON, ALFREDO	\$175.07		
113362	09/25/2025	Open			Accounts Payable	MES I ACQUISITION INC.	\$4,113.72		
113363	09/25/2025	Open			Accounts Payable	MOTHER & DAUGHTERS INC	\$216.80		
113364	09/25/2025	Open			Accounts Payable	PCL CONSTRUCTION, INC	\$59,726.23		
113365	09/25/2025	Open			Accounts Payable	PDQ INTERMEDIATE, INC	\$7,500.00		
113366	09/25/2025	Open			Accounts Payable	PETTY CASH/POLICE	\$109.44		
113367	09/25/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$6,366.40		
113368	09/25/2025	Open			Accounts Payable	PROACTIVE WORK HEALTH MEDICAL CENTER INC	\$960.00		
113369	09/25/2025	Open			Accounts Payable	PULIDO AYALA, JESUS, I	\$240.00		
113370	09/25/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$420.00		
113371	09/25/2025	Open			Accounts Payable	RENTERIA, EDGAR	\$200.00		
113372	09/25/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$336.00		
113373	09/25/2025	Open			Accounts Payable	SANTANA, PEDRO, LUIS	\$1,200.00		
113374	09/25/2025	Open			Accounts Payable	SECRETARY OF STATE	\$43.00		
113375	09/25/2025	Open			Accounts Payable	SHERWIN WILLIAM	\$232.81		
113376	09/25/2025	Open			Accounts Payable	STATUS CREATIVO LLC	\$93.23		
113377	09/25/2025	Open			Accounts Payable	THE BRIDGE COUNSELING CONSULTING & MEDIATION	\$400.00		
113378	09/25/2025	Open			Accounts Payable	TOTER LLC	\$47,889.70		
113379	09/25/2025	Open			Accounts Payable	CXT INC	\$321,110.05		
113380	09/25/2025	Open			Accounts Payable	NEXT LEVEL DIRECT, LLC	\$3,368.55		
Type Check Totals:									
EFT									
64 Transactions							\$546,074.88		
8332	09/25/2025	Open			Accounts Payable	AMETZA ARIZONA LLC	\$4,556.64		
8333	09/25/2025	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$5,406.43		
8334	09/25/2025	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$234,445.00		
8335	09/25/2025	Open			Accounts Payable	ARIZONA SUPREME COURT	\$11,051.41		
8336	09/25/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$3,891.31		
8337	09/25/2025	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$2,379.64		
8338	09/25/2025	Open			Accounts Payable	COPPER STATE BOLT & NUT CO.	\$238.81		
8339	09/25/2025	Open			Accounts Payable	CROWN AWARDS	\$159.14		
8340	09/25/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$37.50		

Payment Register

From Payment Date: 9/21/2025 - To Payment Date: 9/26/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		104		\$916,179.18		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		104		\$916,179.18		\$0.00	
Grand Totals:									
Checks									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		64		\$546,074.88		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		64		\$546,074.88		\$0.00	
EFTs									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		40		\$370,104.30		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Total		40		\$370,104.30		\$0.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		104		\$916,179.18		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		104		\$916,179.18		\$0.00	

Guadalupe Canez
 Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2025.09.26 11:34:10 -0700



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 10/08/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2376. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, a Street Lighting Improvement District is required for new subdivisions. The City has received a petition to form a Street Lighting Improvement District for the Orchidea Park Subdivision. This is the resolution of intention to create the Orchidea Park Subdivision Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2376.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NA
CITY/STATE/FEDERAL FUNDS: NA
TOTAL: NA
BUDGETED AMOUNT: NA
AVAILABLE AMOUNT TO TRANSFER: NA
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
NA

Attachments

Resolution No. 2376



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2376

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

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

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

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

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

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

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

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of supplying electricity to said Improvement District, no assessment for district purposes against the property within such district exceeds the maximum contained in A.R.S. § 48-616.D, in which event the City of San Luis shall be liable for the cost of supplying electricity in excess of said statutory maximums.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **8th** day of **October 2025**.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**PETITION, WAIVER AND CONSENT TO FORMATION
OF A STREET LIGHTING IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Orchidea Park Subdivision Street Lighting Improvement District

MID Name

Orchidea Park Subdivision

Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-572(A)(7), §48-616 and §48-617 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of Street Lighting Improvement District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

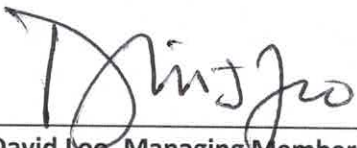
1. Area of District. The proposed district is described by a map and by a legal description of "Exhibit A" which is attached hereto and incorporated herein by reference. The proposed District consists of approximately 160 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation of light poles and luminaries and the purchase of electricity for lighting of public streets within Orchidea Park Subdivision.
4. Public Convenience and Necessity. The necessity for the proposed District is for the installation of light poles and luminaries with purchasing the electricity for lighting public streets within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District;
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;

- (c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B) as amended, which provide for protests against the work;
- (d) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N);
- (e) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.


IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the _____ day of _____, 2025.

Von Verde Partners, LLC
 10602 S. Camino del Sol
 Yuma, AZ 85367

By:  8/11/2025 APN 227-14-002
 David Loo, Managing Member Date Parcel ID

STATE OF ARIZONA)
)ss.
 County of Yuma)

The foregoing acknowledged before me this 11th day of AUGUST, 2025 by David Loo, Von Verde Partners, LLC, an Arizona Limited Liability Corporation, on behalf of said Corporation.

 VIANEY RAUL VEGA
 Notary Public - ARIZONA
 YUMA COUNTY
 Commission No. 625999
 My Commission Expires 04/04/2026
 My Commission Expires


 Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By _____
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

6. D.

Meeting Date: 10/08/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2377. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets within the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

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

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2377.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NA

CITY/STATE/FEDERAL FUNDS: NA

TOTAL: NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No. 2377



Resolution

No. 2377

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2376 for Orchidea Park Subdivision Street Lighting Improvement District declaring the intention of the City to purchase electricity including a charge for the use of lighting facilities; and

WHEREAS, the cost of lighting is to be assessed on certain district known as Orchidea Park Subdivision Street Lighting Improvement District; and

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

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 8th day of October 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

6. E.

Meeting Date: 10/08/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2378. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Service Improvement District of operating, maintaining and improving certain retention basins serving the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, an Enhanced Municipal Services Improvement District is required for new subdivisions. The city has received a petition to form an Enhanced Municipal Services Improvement District for operating and maintaining certain retention basins serving the area described as Orchidea Park Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2378.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NA

CITY/STATE/FEDERAL FUNDS: NA

TOTAL: NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No. 2378



Resolution

No. 2378

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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

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

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

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

See exhibit A attached hereto.

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

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

Section 4: That all lots within the Improvement District will benefit by the enhanced municipal services of the operation and maintenance of said retention basins at a higher level or greater degree than provided in the remainder of the City of San Luis that is not included in the Improvement District.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 8th day of October 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**PETITION, WAIVER, AND CONSENT TO FORMATION
OF AN ENHANCED MUNICIPAL SERVICES IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Orchidea Park Subdivision Municipal Services Improvement District
MID Name

Orchidea Park Subdivision
Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-575 and §48-576 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of an Enhanced Municipal Service District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

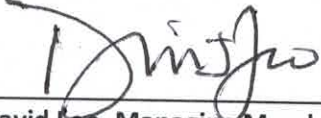
1. Area of District. The proposed District is described by a map/diagram and by a legal description on "Exhibit A" that is attached hereto and incorporated herein by reference. The proposed District consists of 160 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation, operation, maintenance, repair, and improvements of retention basins serving Orchidea Park Subdivision.
4. Public Convenience and Necessity. The necessity for the proposed District is for the installation, operation, maintenance, repair, and improvements of retention basins serving the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities, or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements.

- (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
- (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B) as amended, which provide for protests against the work; and
- (e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

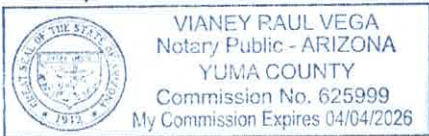
IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the _____ day of _____, 2025.

Von Verde Partners, LLC
 10602 S. Camino del Sol
 Yuma, AZ 85367

By:  8/11/2025 APN 227-14-002
 David Loo, Managing Member Date Parcel ID

STATE OF ARIZONA)
)ss.
 County of Yuma)

The foregoing acknowledged before me this 1ST day of August, 2025 by David Loo, Von Verde Partners, LLC, an Arizona Limited Liability Corporation, on behalf of said Corporation.



My Commission Expires


 Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
 ARIZONA MUNICIPAL CORPORATION

By: _____
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

6. F.

Meeting Date: 10/08/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2379. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation, maintenance and improvements of certain retention basins for the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

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

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2379.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NA

CITY/STATE/FEDERAL FUNDS: NA

TOTAL: NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No. 2379



Resolution

No. 2379

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2378 for Orchidea Park Subdivision Municipal Services Improvement District declaring the intention of the City to operate, maintain and improve certain retention basins for an area described as Orchidea Park Subdivision, San Luis, Arizona; and

WHEREAS, the cost of operating, maintaining and improving said retention basins is to be assessed on a certain district known Orchidea Park Subdivision Municipal Services Improvement District; and

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

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 8th day of October 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

6. G.

Meeting Date: 10/08/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2380. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the enhanced municipal services with installation, operation, maintenance and repair on certain landscape improvements included within, near, and adjacent to the retention and parking and parkways and related facilities together with appurtenant structures serving the area described as Orchidea Park Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

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

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

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

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2380.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NA
CITY/STATE/FEDERAL FUNDS:	NA
TOTAL:	NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No. 2380



Resolution

No. 2380

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICES WITH INSTALLATION, OPERATION, MAINTANANCE AND REPAIR ON CERTAIN LANDSCAPE IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION BASINS AND PARKING AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES SERVING THE AREA DESCRIBED AS ORCHIDEA PARK SUBDIVISION LANDSCAPE IMPROVEMENT DISTRICT, SAN LUIS, ARIZONA.

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

WHEREAS, a petition has been received by Mayor and City Council of the City of San Luis to form a MID to provide installation, operation, maintenance and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements as mentioned on petition for Orchidea Park Subdivision;

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

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

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

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

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

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

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

Section 2: Orchidea Park Subdivision Landscape, serving Orchidea Park Subdivision to install, operate, maintain and repair landscaping improvements included within, near, and Resolution No. 2378 Exhibit A facilities together with appurtenant structures of Orchidea Park Subdivision, for the purpose mentioned in the attached petition, is hereby created.

Section 3: The expenses of Orchidea Park Subdivision Landscape shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 et seq.

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **8th** day of **October 2025**.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**PETITION, WAIVER, AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS**

Orchidea Park Subdivision Landscape Improvement District

MID Name

Orchidea Park Subdivision

Subdivision Name

**To: Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes ("A.R.S.") §48-574, the undersigned property owners respectfully petitions the Mayor and City Council of the City of San Luis, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a map/diagram and by a legal description on "Exhibit A" that is attached hereto and incorporated herein by reference. The proposed District consists of 160 acres and is entirely within the corporate boundaries of the City of San Luis.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.
3. Purpose. The District is proposed to be formed for the purpose of the installation, operation, maintenance, repair, and improvements of landscape, irrigation, cluster box units, recreational amenities, subdivision signs, and hardscape in pedestrian malls, off-street parking facilities, retention and detention basins, parking areas and parkways adjacent to designated public roadways within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair, and improvements of landscape, irrigation, cluster box units, subdivision signs, and hardscape in parkways and parking areas adjacent to designated public roadways within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - (a) Any and all irregularities, illegalities, or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.

- (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.
- (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).
- (d) All protest rights whatsoever under A.R.S. §48-579(A) and (B) as amended, which provide for protests against the work; and
- (e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.


IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of the _____ day of _____, 2025.

Von Verde Partners, LLC
 10602 S. Camino del Sol
 Yuma, AZ 85367

By: David Loo 8/11/2025 APN 227-14-002
 David Loo, Managing Member Date Parcel ID

STATE OF ARIZONA)
)ss.
 County of Yuma)

The foregoing acknowledged before me this 11th day of AUGUST, 2025 by David Loo, Von Verde Partners, LLC, an Arizona Limited Liability Corporation, on behalf of said Corporation.

 VIANEY RAUL VEGA
 Notary Public - ARIZONA
 YUMA COUNTY
 Commission No. 625999
 My Commission Expires 04/04/2026
 My Commission Expires

[Signature]
 Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By: _____
Nieves Riedel, Mayor

ATTEST:

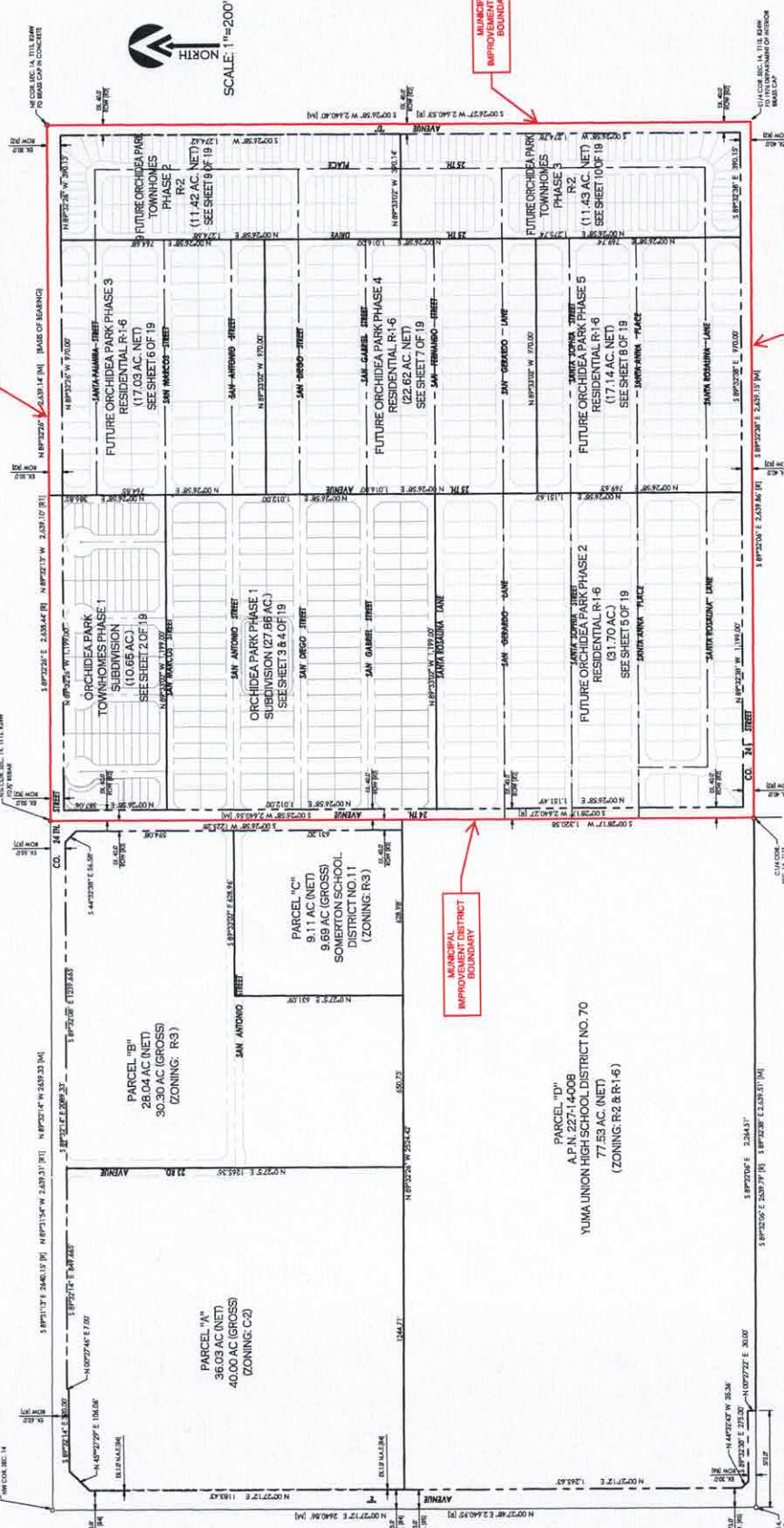
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Orchidea Park Subdivision Landscape Improvement District
Petition Exhibit A

ORCHIDEA PARK SUBDIVISION
A SUBDIVISION OF A PORTION OF THE N¹/₂ OF SECTION 14, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
MAY OF 2024 ACREAGE: 320.00 AC.
PRELIMINARY PLAT AMENDMENT (NORTH HALF)



NOTES:
1. THIS PLAT IS SUBJECT TO THE RECORDS OF THE YUMA COUNTY RECORDS OFFICE.
2. THIS PLAT IS SUBJECT TO THE RECORDS OF THE YUMA COUNTY RECORDS OFFICE.
3. THIS PLAT IS SUBJECT TO THE RECORDS OF THE YUMA COUNTY RECORDS OFFICE.

PREPARED BY:
VEGA & VEGA
LAND SURVEYORS
2615 S. AVE. 217 E. SUITE 3, YUMA, AZ 85305
www.vegaandvega.com



LAND SURVEYOR'S CERTIFICATE:
I, **JOE ROBERTSON**, a duly licensed and qualified land surveyor, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified land surveyor in the State of Arizona.



OWNER OF RECORD:

YUMA UNION HIGH SCHOOL DISTRICT NO. 70
77.53 AC. (NET)
(ZONING: R2 & R1-6)

LEGEND

SYMBOL	DESCRIPTION
(S)	SECTION BOUNDARY
(R)	RECORD BOUNDARY
(M)	MUNICIPAL BOUNDARY
(I)	IMPROVEMENT DISTRICT BOUNDARY
(L)	LOCALITY BOUNDARY
(C)	COUNTY BOUNDARY
(T)	TOWNSHIP BOUNDARY
(R)	RANGE BOUNDARY
(M)	MERCANTILE BOUNDARY
(M)	MUNICIPAL BOUNDARY
(I)	IMPROVEMENT DISTRICT BOUNDARY
(L)	LOCALITY BOUNDARY
(C)	COUNTY BOUNDARY
(T)	TOWNSHIP BOUNDARY
(R)	RANGE BOUNDARY

Preliminary Plat Amendment
G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
A PORTION OF THE N¹/₂ OF SEC. 14, T11S, R24W.
ORCHIDEA PARK SUBDIVISION



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. H.

Meeting Date: 10/08/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejada, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2381. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance, and repair of certain landscape improvements included within, near, and adjacent to the retention and detention basins, parking, parkways, and related facilities together with appurtenant structures serving Orchidea Park Subdivision Landscape Improvement District. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

Once a resolution creating a Municipal Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing the Orchidea Park Subdivision Landscape Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2381.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NA

CITY/STATE/FEDERAL FUNDS: NA

TOTAL: NA

BUDGETED AMOUNT: NA

AVAILABLE AMOUNT TO TRANSFER: NA

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: NA

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

NA

Attachments

Resolution No. 2381



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2381

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND ORDERING THE INSTALLATION, OPERATION, MAINTANANCE AND REPAIR OF CERTAIN LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH THE APPURTENANT STRUCTURES OF ORCHIDEA PARK SUBDIVISION LANDSCAPE IMPROVEMENT DISTRICT.

WHEREAS, the Mayor and City Council did pass Resolution of intention No. 2380 declaring the intention to create Orchidea Park Subdivision Landscape Improvement District to install, operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Orchidea Park Subdivision;

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

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

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

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

the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48- 574.

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

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

Section 4: Any public street or alley within the boundaries of Orchidea Park Subdivision Landscape Improvement District are omitted from the real and personal property of Orchidea Park Subdivision Landscape Improvement District and shall not be included in the assessment.

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

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

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **8th** day of **October 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. A.

Meeting Date: 10/08/2025

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

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2025-12. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement, STEP/Selective Traffic Enforcement, and Occupant Protection Enforcement Projects by approving Highway Safety Contracts 2026-AL-016, 2026-PTS-062, and 2026-405b-012 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. **(Damian Miller, Lieutenant)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of **\$50,000.00** to support additional materials, overtime, and employee-related expenses to enhance enforcement for Driving Under the Influence (DUI), traffic enforcement, and occupant protection throughout the City of San Luis. The SLPD has been awarded **\$15,000.00** for the Impaired Driver/DUI Alcohol Enforcement project under Contract No. 2026-AL-016 to support personnel services and employee-related expenses to enhance DUI alcohol enforcement and education throughout the City of San Luis. Additional staffing will allow the SLPD to increase its DUI task force efforts and will improve the ability to enforce DUI laws.

The SLPD has been awarded **\$15,000.00** for the Occupant Protection Awareness and Education Materials & Supplies project under Contract No. 2026-405b-012 to assist with providing car seats and training to the community.

The SLPD has been awarded **\$20,000.00** for the STEP/Selective Traffic Enforcement Project under Contract No. 2026-PTS-062 to support personnel services and employee-related expenses to enhance speed enforcement and education throughout the City of San Luis. Additional staffing under this grant will allow the SLPD to increase its police traffic efforts and will improve the ability to enforce aggressive driving and speeding laws.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2025-12 AUTHORIZING THE POLICE DEPARTMENT TO RECEIVE THE FUNDING PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: State
TOTAL: \$20,000.00
BUDGETED AMOUNT: \$20,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-50010 Special Rev.-
Public Safety, PD - Overtime -
GOHS - STEP -
2026-PTS-062 \$20,000.00

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

The SLPD received a total of \$20,000 in overtime and employee-related expenses from the GOHS for FY25 under the STEP project #2026065. **GOHS 2026-PTS-062**

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: State
TOTAL: \$15,000.00
BUDGETED AMOUNT: \$15,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-50010 Special Rev -
Public Safety,
PD-Overtime-GOHS-DUI-
2026-AL-016 \$15,000.00

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

The SLPD received a total of \$15,000.00 in overtime and employee-related expenses from the GOHS for FY25 under the DUI project #2026066. **GOHS 2026-AL-016**

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: State
TOTAL: \$15,000.00
BUDGETED AMOUNT: \$15,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-60035 Special Rev -
Public Safety, PD - Minor
Tools/Equip Supplies -GOHS -
2026-405b-012

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

The SLPD received a total of \$15,000.00 in Occupant Protection Awareness and Education Materials & Supplies from the GOHS for FY25 under the OP project #2026067. **GOHS 2026-405b-012**

Attachments

- Order No. 2025-12
- 2026-AL-016 Grant Agreement
- 2026-PTS-062 Grant Agreement
- 2026-405b-012 Grant Agreement



Order

No. 2025-12

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR THE IMPAIRED DRIVER/DUI ALCOHOL ENFORCEMENT AND STEP/SELECTIVE TRAFFIC ENFORCEMENT PROJECTS BY APPROVING HIGHWAY SAFETY CONTRACTS 2026-AL-016, 2026-PTS-062 & 2026-405B-012 BETWEEN THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT AND THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of San Luis desires to eradicate driving under the influence, speed violations, and traffic fatalities; and

WHEREAS, the Arizona Governor's Office of Highway Safety has approved the support of Equipment, Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement the City of San Luis; and

WHEREAS, the Arizona Governor's Office of Highway Safety has approved the support of Personnel Services (Overtime), and Employee Related Expenses to enhance STEP (Selective Traffic Enforcement Program) Enforcement throughout the City of San Luis; and

WHEREAS, the Arizona Governor's Office of Highway Safety has prepared Highway Safety Contracts provides for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

Section 1: That the Highway Safety Contracts titled DUI/Impaired Driving Enforcement 2026-AL-016, and STEP Enforcement 2026-PTS-062 and 2026-405b-012 are approved.

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

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

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

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of October 2025.

City of San Luis, Arizona

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37526300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY San Luis Police Department	GOHS GRANT NUMBER: 2026-AL-016	
ADDRESS 1030 East Union Street/PO Box 3720, San Luis, Arizona 85349	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT City of San Luis	AGENCY CONTACT: Damian Miller	
ADDRESS 1030 East Union Street/PO Box 3720, San Luis, Arizona 85349	3. PROJECT TITLE: DUI/Impaired Driving Enforcement Overtime	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2026	
I. Personnel Services	\$10,715.00	
II. Employee Related Expenses (39.99%)	\$4,285.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$15,000.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2026
CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$15,000.00		
<p>A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.</p>		

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 45

Total Population in city/town or county: 6

Total Road Mileage: Highway: 6 Local: 100 Total: 106

	2023	2022	2021
Total Crashes	409	343	340
Total Injury Crashes	52	44	60
Total Fatal Crashes	1	0	1
Total Impaired-related Crashes	12	8	12
Total Impaired-related Serious Injuries	1	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	6	24	26
Total Speed-related Serious Injuries	2	1	1
Total Speed-related Fatalities	0	0	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The San Luis Police Department is staffed with 45 sworn police officers, complemented by twenty-one civilian personnel serving the San Luis border city to San Luis Rio Colorado, Sonora, Mexico. The city has two major highways that permit access to several unpaved county and desert roads that allow motor vehicle access to local businesses and residential areas. The San Luis Police Department frequently responds to the San Luis Port of Entry to investigate drivers entering the country who are suspected of operating a motor vehicle under the influence of alcoholic beverages or drugs. The highest number of calls occurred during the weekends and Holidays, celebrated by the United States and Mexico. There are many liquor stores, sports bars, strip bars, and nightclubs in the surrounding area, and the legal drinking age in Mexico is 18 years. The area also attracts a considerable number of students enrolled in the community college and Universities in Yuma, Somerton, and San Luis campuses. The campus locations vary from 27 to 3 miles from the U.S./Mexico border, depending on its location. Students can quickly get onto State Route 195 and drive directly into San Luis making it easy to drive across to Mexico without delay or hesitation.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

How Agency Will Solve Problem with Funding:

The San Luis Police Department will utilize funding to increase its apprehensions of impaired drivers. The DUI Enforcement Program funds will assist the department in enforcing impaired driving laws and simultaneously reduce the number of accidents caused by impaired driving. The program will significantly reduce alcohol-related injuries and fatalities and increase the community's awareness about the dangers of driving under the influence. The funds will assist in providing an increase in staffing levels with the use of overtime funds.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of impaired driving-related crashes 50% from 12 during calendar year 2024 to 6 by December 31, 2026.

To decrease the number of serious injuries in impaired driving-related crashes 100% from 1 in calendar year 2024 to 0 by December 31, 2026.

To decrease the number of fatalities in impaired driving-related crashes 0 % from 100 in calendar year 2024 to 0 by December 31, 2026.

Grant Agreement Objectives:

To participate in a minimum of 4 DUI saturation patrols per quarter during FFY 2026.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2026.

Additional Grant Agreement Objectives:

1. The San Luis Police Department will visit Arizona Western College campuses and University branches and discuss the dangers of drinking and driving at least 3 times by the end of FFY 2026.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of San Luis.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The San Luis Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the San Luis Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Nigel Reynoso, Chief, San Luis Police Department, shall serve as Project Director.

Damian Miller, Administrative Lieutenant, San Luis Police Department, shall serve as Project Administrator.

Andrea Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor’s Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date

	and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee’s Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$10,715.00
II.	Employee Related Expenses (ERE 39.99%)	\$4,285.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$15,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$15,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

- b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

*Signature of Authorized Official of
Governmental Unit:*

Nigel Reynoso, Chief
San Luis Police Department

Jenny Torres, City Manager
City of San Luis

Date Telephone

Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Michelle Boucher

Title: Police Administrator

Telephone Number: 928-341-2420 Fax Number: 928-627-5446

E-mail Address: mboucher@sanluisaz.gov

2. **Agency's Fiscal Contact:**

Name: Roula Encinas

Title: Director of Finance

Telephone Number: 928-341-8553 Fax Number: 928-341-8549

E-mail Address: rencinas@sanluisaz.gov

Federal Identification Number: 86-0376164

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department

(Agency)

PO Box 7740

(Address)

San Luis, AZ 85349

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

078740431

(Unique Entity Identifier #)

1090 E Union Street, San Luis, AZ 85349/PO Box 7740 San Luis, AZ 85349

(Registered Address & Zip Code)

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37526300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY San Luis Police Department	GOHS GRANT NUMBER: 2026-PTS-062	
ADDRESS 1030 East Union Street/PO Box 3720, San Luis, Arizona 85349	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT City of San Luis	AGENCY CONTACT: Damian Miller	
ADDRESS 1030 East Union Street/PO Box 3720, San Luis, Arizona 85349	3. PROJECT TITLE: STEP Enforcement Overtime	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2026	
I. Personnel Services	\$14,287.00	
II. Employee Related Expenses (39.99%)	\$5,713.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$20,000.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2026
CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00		
<p>A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.</p>		

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 45

Total Population in city/town or county: 6

Total Road Mileage: Highway: 6 Local: 100 Total: 106

	2023	2022	2021
Total Crashes	409	343	340
Total Injury Crashes	52	44	60
Total Fatal Crashes	1	0	1
Total Impaired-related Crashes	12	8	12
Total Impaired-related Serious Injuries	1	0	0
Total Impaired-related Fatalities	0	0	0
Total Speed-related Crashes	6	24	26
Total Speed-related Serious Injuries	2	1	1
Total Speed-related Fatalities	0	0	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The San Luis Police Department is staffed with 45 sworn police officers, complemented by twenty-one civilian personnel serving the San Luis border city to San Luis Rio Colorado, Sonora, Mexico. The city has two major highways that permit access to several unpaved county and desert roads that allow motor vehicle access to local businesses and residential areas. Highway 95 is a heavy-traffic area that consists of a four-lane highway. It is one of the two primary routes for in and out of the city. Highway 95 has heavy traffic in the early and late evening hours. The highway's heavy traffic flow conditions make driving conditions very dangerous for drivers traveling at high speeds in an area surrounded by residential and business districts and agricultural fields. State Route 195 is another high-traffic area of importance as the posted speed limit significantly lowers as State Route 95 becomes Cesar Chavez Boulevard. The speed goes from 65 mph to 50 mph zone to 35 mph, and goes from four lanes to a two-way road, which creates a bottleneck, a hazardous situation for drivers attempting to speed around slower drivers, creating traffic incidents related to road rage.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.

How Agency Will Solve Problem with Funding:

The San Luis Police Department will increase its apprehension of aggressive drivers through high visibility enforcement efforts during the grant period. Funding will aid the department in enforcing Arizona Revised Statutes Title 28 laws and local driving ordinances to reduce crashes in targeted areas. The program will significantly reduce accidents and fatalities and increase the community's awareness about the dangers of speeding and aggressive driving. Overtime will aid in the deterrence of speed violations in areas of the city that experience high vehicular traffic during early morning and evening hours.

PROGRAM MEASURES:

Agency Goals:

To decrease the number of speeding-related crashes 50% from 6 during calendar year 2024 to 3 by December 31, 2026.

To decrease the number of serious injuries in speeding-related crashes 100% from 2 in calendar year 2024 to 0 by December 31, 2026.

To decrease the number of fatalities in speeding-related crashes 100% from 0 in calendar year 2024 to 0 by December 31, 2026.

Grant Agreement Objectives:

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2026.

Additional Grant Agreement Objectives:

1. The San Luis Police Department will enforce a zero tolerance approach on school crosswalk violations during school hours and peak seasons.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the City of San Luis.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The San Luis Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the San Luis Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Nigel Reynoso, Chief, San Luis Police Department, shall serve as Project Director.

Damian Miller, Administrative Lieutenant, San Luis Police Department, shall serve as Project Administrator.

Andrea Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date

	and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$14,287.00
II.	Employee Related Expenses (ERE 39.99%)	\$5,713.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$20,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

- b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

*Signature of Authorized Official of
Governmental Unit:*

Nigel Reynoso, Chief
San Luis Police Department

Jenny Torres, City Manager
City of San Luis

Date Telephone

Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Michelle Boucher

Title: Police Administrator

Telephone Number: 928-341-2420 Fax Number: 928-627-5446

E-mail Address: mboucher@sanluisaz.gov

2. **Agency's Fiscal Contact:**

Name: Roula Encinas

Title: Director of Finanace

Telephone Number: 928-341-8553 Fax Number: 928-341-8549

E-mail Address: rencinas@sanluisaz.gov

Federal Identification Number: 86-0376164

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department

(Agency)

PO Box 7740

(Address)

San Luis, AZ 85349

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

078740431

(Unique Entity Identifier #)

1090 E Union Street, San Luis, AZ 85349/PO Box 7740 San Luis, AZ 85349

(Registered Address & Zip Code)

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3752630000405bAZL		Assistance Listings: 20.616
1. APPLICANT AGENCY San Luis Police Department	GOHS GRANT NUMBER: 2026-405b-012	
ADDRESS 1030 East Union Street/PO Box 3720, San Luis, Arizona 85349	PROGRAM AREA: 405b	
2. GOVERNMENTAL UNIT City of San Luis	AGENCY CONTACT: Damian Miller	
ADDRESS 1030 East Union Street/PO Box 3720, San Luis, Arizona 85349	3. PROJECT TITLE: Occupant Protection Awareness and Education Related Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness)	
4. GUIDELINES: 405b		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405b funds will support Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness) to enhance Occupant Protection Awareness and Education throughout the City of San Luis.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2026	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$15,000.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$15,000.00	
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2026
CURRENT GRANT PERIOD	FROM: 10-01-2025	TO: 09-30-2026
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$15,000.00		
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.		

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 45

Total Population in city/town or county: 6

Total Road Mileage: Highway: 6 Local: 100 Total: 106

	2023	2022	2021
Total Crashes	409	343	340
Total Serious Injury Crashes	52	44	1
Total Fatal Crashes	1	0	1
Total Unrestrained Occupant Crashes	8	0	0
Total Unrestrained Serious Injuries	2	0	0
Total Unrestrained Occupant Fatalities	0	0	0

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

The San Luis Police Department is staffed with 45 sworn police officers, complemented by twenty-one civilian personnel serving the San Luis border city to San Luis Rio Colorado, Sonora, Mexico. The city has two major highways that permit access to several unpaved county and desert roads that allow motor vehicle access to local businesses and residential areas. The City of San Luis, Arizona, has a population of approximately 38,000 to 40,000. The community is located in the southwestern corner of the state where agriculture is the majority of the industry. The town is just across the river from California and the border from San Luis Rio Colorado, Sonora, Mexico, a city of 300,000 plus. During the height of the Yuma harvesting season, 30,000 to 40,000 Mexican farm workers cross the border each day. The primary employment for local residents is in the agricultural fields, leaving them below the average median income with an annual average wage of \$31,500. With 3 certified car seat technicians and the rest of the police staff to assist, the San Luis Police Department aims to reach the lower income residents of San Luis and distribute the much needed car seats, as well as provide the education and training associated with car seat installation.

Agency Funding:

Federal 405b funds will support Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness) to enhance Occupant Protection Awareness and Education throughout the City of San Luis.

How Agency Will Solve Problem with Funding:

The San Luis Police Department will utilize funds to reduce the infant and toddler deaths and injuries in Arizona by educating the public on the effectiveness of continuous and proper use of child safety seats. The San Luis Police Department will provide car seats to community members in need during quarterly inspections conducted by certified technicians.

PROGRAM MEASURES:

Agency Goals:

To decrease unrestrained occupant fatalities 100% from 0 in calendar year 2024 to 0 by December /31, 2026.

To decrease unrestrained occupant serious injuries 100% from 0 in calendar year 2024 to 0 by December 31, 2026.

Grant Agreement Objectives:

Conduct/participate in 5 occupant restraint outreach/educational events each quarter during FFY 2026.

Additional Grant Agreement Objectives:

1. The San Luis Police Department will educate and help community member to properly use child safety seats. They will educate on the effects of collisions without a proper car seat.

GOALS/OBJECTIVES:

Federal 405b funds will support Materials and Supplies (Car Seats Distribution to Communities for Education and Awareness) to enhance Occupant Protection Awareness and Education throughout the City of San Luis.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.
The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The San Luis Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: **Car Seats Distribution to Communities for Education and Awareness**

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the San Luis Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2025)	January 30, 2026
2nd Quarterly Report and RCI (January 1 to March 31, 2026)	April 20, 2026
3rd Quarterly Report and RCI (April 1 to June 30, 2026)	July 20, 2026
4th Quarterly Report and RCI (July 1 to September 30, 2026)	October 15, 2026
Final Statement of Accomplishments	October 15, 2026

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Nigel Reynoso, Chief, San Luis Police Department, shall serve as Project Director.

Damian Miller, Administrative Lieutenant, San Luis Police Department, shall serve as Project Administrator.

Andrea Martinez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$100,000	Desk Review/Phone Conference
\$100,000 and over	May have an In-House GOHS Review
\$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than \$100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Car Seats Distribution to Communities for Education and Awareness	\$15,000.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$15,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the San Luis Police Department shall absorb any and all expenditures in excess of \$15,000.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2023-01

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XIII. Political Activity (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

- b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

*Signature of Authorized Official of
Governmental Unit:*

Nigel Reynoso, Chief
San Luis Police Department

Jenny Torres, City Manager
City of San Luis

Date Telephone

Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Michelle Boucher

Title: Police Administrator

Telephone Number: 928-341-2420 Fax Number: 928-627-5446

E-mail Address: mboucher@sanluisaz.gov

2. **Agency's Fiscal Contact:**

Name: Roula Encinas

Title: Director Of Finance

Telephone Number: 928-341-8553 Fax Number: 928-341-8549

E-mail Address: rencinas@sanluisaz.gov

Federal Identification Number: 86-0376164

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of San Luis

Warrant/Check to be mailed to:

City of San Luis Finance Department

(Agency)

PO Box 7740

(Address)

San Luis, AZ 85349

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

078740431

(Unique Entity Identifier #)

7090 E Union Street, San Luis, AZ 85349/PO Box 7740 San Luis, AZ 85349

(Registered Address & Zip Code)



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 10/08/2025

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

ITEM:

Discussion and possible action on any and all matters to amend the conditions of approval for Subdivision Case No. 2024-0206F - Los Mezquites Unit 4 Subdivision (Edais Engineering, Inc., for Riedel Holdings LLC) as approved on October 9, 2024. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

On October 9, 2024, Council approved Los Mezquites Unit 4 Final Plat with a set of conditions that reflected the City's priorities at the time, including a condition acknowledging the developer's voluntary proposal to add recreational amenities. This was before Council finalized its updated Development Impact Fees ("DIF"), which became effective September 22, 2025.

Council's adoption of the new DIF schedule, which includes a Neighborhood and Pocket Parks component, has since created a standardized way to fund the very amenities contemplated for Los Mezquites Unit 4. To keep the project in full compliance with Council's adopted policy and state law, staff is recommending removal of the amenities condition now, before construction reaches that stage.

This change does not eliminate the possibility of amenities being built. Rather, it prevents overlapping obligations and ensures amenities are delivered in the way the Council has chosen, through the Parks Department using DIF funds.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AMEND THE CONDITIONS OF APPROVAL FOR SUBDIVISION CASE NO. 2024-0206F - LOS MEZQUITES UNIT 4 FINAL PLAT BY DELETING THE CONDITION REFERENCING THE DEVELOPER'S VOLUNTARY INSTALLATION OF RECREATIONAL AMENITIES. ALL OTHER CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

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



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 10/08/2025

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

ITEM:

Discussion and possible action on any and all matters to amend the conditions of approval for Subdivision Case No. 2024-0578F - Orchidea Park Phase 1 Subdivision (Vega & Vega Engineering, PLC, for Von Verde Partners LLC) as approved on August 27, 2025. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

On August 27, 2025, City Council approved Subdivision Case No. 2024-0578F - Orchidea Park Phase 1 with conditions and adopted the following amendment motion:

"Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to approve Subdivision Case No. 2024-0578F with the conditions as presented by staff and not to exceed \$500.00 per lot for amenities. "Motion passed: four (4) Ayes; two (2) Nays (Vice Mayor De La Hoya and Council Member Servin); one (1) Abstention (Mayor Riedel)."

After the meeting, staff reviewed the City's newly adopted Development Impact Fees ("DIF") and confirmed that the Neighborhood & Pocket Parks fee component, developed with Parks' cost estimates, reviewed across departments, and approved by Council, already funds the same type of amenities contemplated by the condition. Removing the condition prevents double-charging, protects the integrity of the Council-adopted fee structure, and ensures amenities will still be delivered through City-led, DIF-funded projects. This change is a strategic adjustment to align subdivision approval with established City policies while safeguarding Council's commitment to high-quality neighborhood amenities.

This amendment does not change the approved plat, lot count, or any other conditions of approval.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AMEND THE CONDITIONS OF APPROVAL FOR SUBDIVISION CASE NO. 2024-0578F- ORCHIDEA PARK PHASE 1 FINAL PLAT BY DELETING THE CONDITION REQUIRING RECREATIONAL AMENITIES AND RESCINDING THE "NOT TO EXCEED \$500 PER LOT FOR AMENITIES" LANGUAGE ADOPTED ON AUGUST 27, 2025. ALL OTHER CONDITIONS REMAIN IN EFFECT.

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

August 27, 2025 - Final Plat Staff Report



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7.E.

Meeting Date: 08/27/2025

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejada, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0578F - Orchidea Park Phase 1 Subdivision; a request by Vega and Vega Engineering PLC, on behalf of Von Verde Partners LLC, for the approval of Orchidea Park Phase 1 Final Plat, located east of 24th Avenue and south of Orchidea Park Townhomes 1 in San Luis, Arizona. **(Juan Leal Rubio, Assistant Director of Development Services)**

SUMMARY:

This is a request by Vega & Vega Engineering, PLC, on behalf of Von Verde Partners LLC, property owner, for the final plat approval of a residential subdivision to be called Orchidea Park Phase 1 Subdivision. The property is located east of 24th Avenue and south of Orchidea Park Townhomes 1 Subdivision. This subdivision will consist of approximately 27.86 acres and will contain 124 residential lots. The lots range in size from approximately 6,000 square feet to 7,137 square feet.

GENERAL PLAN:

In 2021, City Council approved Major Amendment Case No. 2021-0335 changing the land use designation of this property to Medium Density Residential (MDR). The proposed development is consistent with the existing land use designation.

ZONING:

On September 14, 2022, the subject property was rezoned to Medium Density Residential (R1-6) as part of the approval of Rezoning Case No. 2022-0336 and Ordinance No. 430. The properties to the south and east are zoned Medium Density Residential (R1-6) and proposed to be future Orchidea Park phases. In the west, there is vacant land zoned High Density Residential (R-3).

RECREATIONAL AMENITIES:

City Council has directed staff to establish recreational amenity standards for new residential subdivisions to ensure that future developments provide usable and accessible open space features such as playgrounds, ramadas, walking paths, or similar improvements. While the formal standards are still being finalized and are scheduled for Council consideration in October, the developer has agreed to include recreational amenities as part of this subdivision. This agreement is consistent with the Council's expectations that new subdivisions contribute to neighborhood livability. To avoid delaying the project and to maintain consistency with Council direction, staff included a condition acknowledging the developer's agreement to install amenities in accordance with future City requirements.

The applicant has provided the information and materials necessary for the review of the final plat for Orchidea Park Phase 1 Subdivision.

STAFF RECOMMENDATION:

Staff recommends approval of Subdivision Case No. 2024-0578F with the following conditions:

1. Prior to recordation of final plat, applicant must address comments from the Comment Letter prepared by the City of San Luis Development Services Department dated August 21, 2025, to the satisfaction of City of San Luis staff.
2. Developer shall comply with development agreement approved by Resolution No. 2350.
3. The Developer has agreed to install recreational amenities within the subdivision. In the absence of current City standards for such amenities, the Developer will ensure that the installed amenities are designed and constructed to align with the standards adopted by the City of San Luis at the time of their implementation.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE SUBDIVISION CASE NO. 2024-0578F WITH CONDITIONS AS PRESENTED BY STAFF.

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

- Presentation
 - Location Map
 - Aerial
 - Final Plat
 - Improvement Plans
 - Comment Letter Dated 8/21/2025
 - Resolution No. 2350 Development Agreement
-



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9.

Meeting Date: 10/08/2025

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 matter of an inoperable solid waste collection truck for 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, 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 Fitzgibbons Law)**

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.
