



**PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, AUGUST 24, 2020
6:00 PM
ELOY CITY COUNCIL CHAMBERS
595 NORTH C STREET
ELOY, ARIZONA 85131
For a
REGULAR MEETING**

AGENDA

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Communications**

VI. Appearances from the Floor

Those wishing to **ADDRESS THE CITY COUNCIL** may do so by signing in on a form provided by the City Clerk, identifying the topic(s) or agenda item(s). **ACTION** taken as a result of public comment regarding non agenda items will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date. **SPEAKERS SHALL BE LIMITED TO THREE (3) MINUTES.**

VII. Executive Session

Possible executive session for discussion/consultation for legal advice with the city attorney and/or city staff concerning any of the agenda items, pursuant to A.R.S. §38-431.03 (A) (3) and (4).

VIII. Consent Agenda

ALL ITEMS LISTED WITH AN ASTERISK(*) ARE CONSIDERED TO BE ROUTINE MATTERS AND WILL BE ENACTED BY ONE MOTION AND ONE ROLL CALL VOTE OF THE COUNCIL. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

*A. Approval of Minutes - 8/10/2020 (regular)

*B. Adoption of Resolution No. 20-1481 approving a revised Business License Fee Schedule effective January 1, 2021.

*C. Authorize the City to enter into a Mutual Aid Agreement with the Signatory

Political Jurisdictions and Pinal County for Emergency Services.

- *D. Authorize the City to enter into an (IGA) Intergovernmental Agreement between Pinal County and the City of Eloy for the purpose of funding a sworn officer position with the Pinal County High Intensity Drug Trafficking Area (HIDTA) Program.
- *E. Adoption of Resolution No. 20-1483 declaring and accepting the results of the City of Eloy Primary Election held on August 4, 2020.
- *F. Authorize the City to enter into an Employee Cost Agreement with Educational Services, Inc. (ESI) for employment of Mary Myers as City Clerk effective on September 14, 2020.

IX. Business: Possible Discussion and/or Action on the Following:

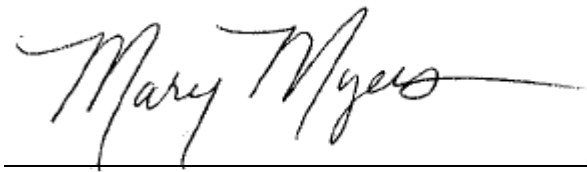
- A. Authorize the City to enter into an Agreement with Community Action Human Resource Agency (CAHRA) for CARES funding to support programs and services related to the impacts of COVID-19 within the City of Eloy.
- B. Authorize staff to prepare and solicit a Statement of Qualifications to retain an urban economics consultant to prepare a market analysis as a component of the Downtown Master Plan
- C. Adoption of Resolution No. 20-1480 increasing the compensation for the Mayor and Council members who are sworn into office after the November 3, 2020 General Election.

X. Informational Items

- A. Council to receive update from staff on the Eloy Main Street Renovation Project.
- B. July Financial Report

XI. Adjournment

POSTED BY THURSDAY, AUGUST 20, 2020, BY 5:00 P.M. AT ELOY CITY HALL, ELOY POST OFFICE, TROY THOMAS COMMUNITY CENTER, TOLTEC COMMUNITY/SENIOR CENTER AND CITY WEBSITE: www.elayaz.gov

A handwritten signature in black ink, reading "Mary Myers", with a horizontal line extending to the right.

Mary Myers, CMC, CPM
City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT LORENA LaSALDE-RIOS, ADA COORDINATOR FOR THE CITY OF ELOY AT 520-466-9201 OR 520-466-7455 (TDD). IF POSSIBLE, SUCH REQUESTS SHOULD BE MADE 72 HOURS IN ADVANCE. ONE OR MORE MEMBERS OF THE COUNCIL AND/OR STAFF MAY PARTICIPATE BY TELEPHONIC OR VIDEO MEANS.

**MINUTES OF THE REGULAR MEETING OF
THE ELOY CITY COUNCIL
CITY OF ELOY
595 NORTH C STREET
MONDAY, AUGUST 10, 2020
6:00 P.M.**

Staff Present: Harvey Krauss-City Manager; Stephen R. Cooper-City Attorney; Mary Myers-City Clerk; Jillian Childress-Management Assistant; Christopher Vasquez-Police Chief; Brian Wright-Finance Director; Keith Brown-City Engineer/Public Works Director; Jon Vlaming-Community Development Director; Jeff Fairman-Economic Development Specialist

I. CALL TO ORDER

Vice Mayor Micah Powell called the meeting to order at approximately 6:00 p.m.

II. INVOCATION

Pastor Ken Blondeaux gave the invocation.

III. PLEDGE OF ALLEGIANCE

Councilmember Andrew Rodriguez led the Council and the public in the Pledge of Allegiance.

IV. ROLL CALL

Council Members Present: Vice Mayor Micah Powell; Councilmember Andrew Rodriguez; Councilmember Dan Snyder; Councilmember Jose Garcia; Councilmember J.W. Tidwell

Council Members Absent: Mayor Joel Belloc; Councilmember George Reuter

V. COMMUNICATIONS

1. Councilmember Rodriguez conveyed that a resident who participated in last year's job fair reached out to him to thank him and the city for hosting the event. In his email, the resident said a company that participated in the job fair hired him. Now, he

has full benefits and is able to take care of his family without having to go onto public assistance. Councilmember Rodriguez said the young man also plans to purchase a home in Eloy in the future.

2. Councilmember Garcia conveyed that several residents have contacted him about the lack of clean up in some areas in the city. He said he forwarded the concerns to Mr. Krauss for follow up. Councilmember Garcia said code enforcement should be citing residents who are violating the city's ordinance. He pointed out that some of the areas were hazardous to others, including kids seen playing in the area.

Councilmember Garcia conveyed that he participated in NALEO's annual conference that went virtual this year due to the coronavirus. The conference was free of charge to the city. He said a wide range of topics on how COVID-19 has affected businesses, schools, and communities were covered. Councilmember Garcia said the conference was beneficial to him. He said it is important for Councilmembers to continue to attend these types of conferences.

3. Mr. Krauss conveyed the following communications to the Council:
 - The city sponsored free COVID-19 testing for residents last Saturday at city hall. Banner hospital conducted the testing and the event was very successful. Mr. Krauss said 78 people were tested. He said those who were tested can look for their results on the Banner portal or Sonoran Quest portal. Mr. Krauss said Banner is looking at a two to four day turn around for results. He stated the city is considering having another testing for residents in the fall when the flu season hits.
 - A follow up to Councilmember Rodriguez's comment at the last Council meeting about screen distortion while viewing the Council meeting live stream. Mr. Krauss said the issue was looked into and addressed. He said the screen view should now be clear for viewers.
 - Newly elected members of the Council will be sworn in at the November 9, meeting, followed by a reception afterwards.
4. Vice Mayor Powell congratulated Councilmember Snyder on his re-election and Sara Curtis and Sylvia Guanajuato Rodriguez on their election to the Council. He thanked Councilmember Tidwell for being the city's "watchdog" the last 16 years on the Council. He told Councilmember Tidwell that he and Mayor Belloc set the tone for the response, heart and soul of the community; and if it was not for them, he does not know where the city would be today. Vice Mayor Powell said he is sure this is not the last the city will see of either one of them.

Councilmember Tidwell thanked Vice Mayor Powell for his comments. He said he may no longer be on the Council after November 9, but he will not be forgotten. Instead of seeing him sitting on the dais, he will be sitting in the audience.

5. Vice Mayor Powell extended the Council's sincere heartfelt condolences to Mayor Belloc and his family on the passing of his beloved brother last week. He said it does not matter what issues they may agree or disagree on because when something like this happens in the extended family everyone feels the pain.

VI. APPEARANCES FROM THE FLOOR

At the July 27 Council meeting, the Eloy Visitors Center submitted a quarterly report to the Council on their activities. There was no representative from the center in attendance to answer questions from the Council about the report. At that meeting, Councilmember Garcia wanted to know how many people visited the center and from what state or country. Ms. Cindy Yates, who is the Director of Operations at the center attended tonight's meeting to explain how the center registers visitors who come into the center.

VII. EXECUTIVE SESSION

Vice Mayor Powell moved Executive Session after Informational Items on the agenda.

VIII. CONSENT AGENDA

Councilmember Snyder requested item B removed from the Consent Agenda for discussion.

Councilmember Tidwell requested item D removed from the Consent Agenda for discussion.

- A. Approval of Minutes: 6/29/2020 (special) & 7/27/2020 (regular)
- B. ~~Approve a contract with W.W. Williams for annual maintenance and repair of all City owned generators that are critical for City operations~~ *(removed for discussion)*
- C. Approval of a contract with Rider Levett Bucknall in the amount of \$12,400 for estimating services related to the Dust Bowl Theater and adjacent Veteran's Center (Solicitation CDD-2020-02).
- D. ~~Acceptance of the donation of one vacant residential lot in the Toltec/Arizona Valley Unit #15 Subdivision from the John Hooezko Revocable Trust, located at 4200 N. Estrella Drive, consisting of 0.34 acre~~ *(removed for discussion)*
- E. Authorization to accept grant funds from the 100 Club for \$10,106.71 for the purchase of 5 Axon CEW X2 Tasers.
- F. Authorization to accept grant funds from the Arizona Attorney General's Office for \$25,000.00 to purchase law enforcement safety equipment.
- G. Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) for issuance of a Series 12 liquor license for Pizza Hut, located at 3720 W. Tohono Drive, Eloy, Arizona.

- H. Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) for issuance of a Series 18 liquor license for US Distillery, located at 400 N. Main Street, Eloy, Arizona.
- I. Authorize the City Manager to purchase the property at 515 North Main Street (former LaPaglia building) from Mary LaPaglia, Personal Representative for the Estate of Richard LaPaglia, for \$75,000, plus real estate commission fees and closing costs of up to \$6,500.

Motion by Councilmember Tidwell, seconded by Councilmember Rodriguez, to remove agenda items B and D from the Consent Agenda and approve the remaining Consent Agenda items as presented, passed unanimously by roll call vote.

B. APPROVE A CONTRACT WITH W.W. WILLIAMS FOR ANNUAL MAINTENANCE AND REPAIR OF ALL CITY OWNED GENERATORS THAT ARE CRITICAL FOR CITY OPERATIONS.

Staff Cover Sheet Report: *Council approve a contract in the amount of \$22,577.00 with W.W. Williams for an annual maintenance and repair program of all City-owned generators, with repair work being completed based upon a time and materials cost per the contract.*

The City of Eloy owns 11 generators of various makes, models and sizes. These generators provide emergency power supply in the event of a power outage for facilities such as water pumping, wastewater treatment and the new Eloy Public Safety Facility. The City's current maintenance agreement for the generators expired in 2017. A generator maintenance contract is essential for the City's ongoing operations of critical functions for the City of Eloy.

Currently maintenance has been performed on an as-needed basis resulting in occasional failure of the generators to respond when required. This agreement provides for an initial service and review of all generators in August/September 2020 and servicing every 4 months after that until June 2022. It also provides set pricing for refueling and needed repairs on a time and material basis.

The City will be utilizing a City of Mesa JOC #2019003 for procurement of this proposal.

FISCAL IMPACT: *This annual maintenance contract, which totals \$22,577.00, will be funded from the following accounts: Water GL# 50-451-2580, Sewer GL# 53-452-2580 and Public Safety GL# 10-424-2115. Repair work will be on an as-needed basis and at additional costs based upon time and materials per the contract.*

Councilmember Snyder wanted to know if the department have a maintenance schedule. He said in reviewing the contract, it appears that the company will come

out every quarter to inspect/service the generators. Councilmember Snyder wanted to know if the city every considered instrumenting critical equipment with conditioning monitoring equipment that can be done remotely; do it as predictive maintenance as opposed to quarterly.

Mr. Brown explained that the contract provides for a series of inspections and preventative maintenance. As far as testing the generators remotely, Mr. Brown recommended that the testing done on site to inspect the equipment and run it.

Councilmember Snyder clarified his question for Mr. Brown. He said in the old factory days, companies would shut down every summer to inspect and service equipment. This type of maintenance has gone away. He said companies are now doing predictive maintenance where they are actually measuring oil contaminants, vibration levels, etc., remotely and determining if repair is needed based on the measurements, rather than on a regular basis.

Mr. Brown said this is a different program he has not looked into for maintenance of the generators.

Councilmember Snyder suggested to Mr. Brown that this is something that he may want to consider in the future to save the city money on some of the maintenance contracts.

There being no further discussion, Vice Mayor Powell called for a motion.

Motion by Councilmember Snyder, seconded by Councilmember Garcia to approve a contract with W.W. Williams for the generator maintenance and repair of all city owned generators, passed unanimously.

D. ACCEPTANCE OF THE DONATION OF ONE VACANT RESIDENTIAL LOT IN THE TOLTEC/ARIZONA VALLEY UNIT #15 SUBDIVISION FROM THE JOHN HOOCZKO REVOCABLE TRUST, LOCATED AT 4200 N. ESTRELLA DRIVE, CONSISTING OF 0.34 ACRE.

Staff Cover Sheet Report: *Council accept the donation of one vacant residential lot in the Toltec/Arizona Valley Unit #15 Subdivision from the John Hooczko Revocable Trust, located at 4200 N. Estrella Drive, consisting of 0.34 acre.*

The John Hooczko Revocable Trust is the current owner of the subject property. Mr. Randy Hooczko is the Successor Trustee of the Trust and has requested in writing that the Trust would like to donate this parcel to the City.

The subject property is located in the Toltec/Arizona Valley Unit #15 subdivision, which is completely vacant and is served with an existing 8 inch water line located

within the right of way of Estrella Road. The subject property is located at 4200 N. Estrella Road (Assessors Parcel Number 404-13-0090).

The subject parcel is current on its property taxes and does not have any liens from the City of Eloy.

The Eloy General Plan identifies the parcel as Medium Density Residential (3 to 6 dwelling units per acre). The Eloy Zoning Map identifies the parcel as R 1-12, Single Family Residential (minimum of 12,000 square feet per lot).

FISCAL IMPACT: *The taxes are currently paid in full and there are no known liens against the property. The only cost to the City would be those costs associated with obtaining a title report. The City would examine the title report prior to taking title to the property to determine if there are liens and delinquent property taxes on the real property. It is estimated that these costs would be approximately \$100.*

Councilmember Tidwell wanted to know how many parcels of land does the city currently own, what is the plan for the parcels and when does staff plan to put the plan into effect.

Councilmember Tidwell said former city manager, Ruth Osuna, convinced the Council at that time, that it would be a good idea for the city to take a parcel that had a building on it on Frontier Street free of charge. He said the city got the parcel free, but had to pay a steep price to remove the building that had asbestos. Councilmember Tidwell said the parcel is growing weeds. He wants to know what the city plan to do with the two parcels that were recently accepted. Councilmember Tidwell stated that the only thing these parcels are doing is coming off the tax rolls for the city. He said if the family representative wants to get rid of the property, all he has to do is to stop paying the taxes on it. In about five years, the county will sell it to someone, and the new owner would be responsible for paying the back taxes and the city would not lose any money. Councilmember Tidwell said he did a search of the number of parcels the city owns and found out that the city has titled over 130 parcels that are sitting vacant, growing weeds and not on the tax rolls. He asked Mr. Krauss what are the city's plan with the parcel if Council accepts it.

Mr. Krauss agreed with Councilmember Tidwell that the city owns a large number of parcels. He reminded Council that about 18 months ago, several of the parcels were grouped together and auctioned off. Mr. Krauss pointed out that the parcel being discussed tonight has a waterline by it and has some value in terms of development potential. He said long ago, people from around the country purchased lots in Eloy that were never developed. Weeds are growing on these lots because property owners are not taking of them. Because of this, code enforcement has placed liens on the properties. Mr. Krauss stated that sometimes it is more efficient for the city to congregate many of these parcels together and use as leverage to promote housing

construction in the community. Mr. Krauss said in the long term, he believes that it will be advantageous to the city to have these lots to promote housing development.

Councilmember Tidwell conveyed that the auction Mr. Krauss referred to was for 14 units. He wanted to know if all 14 units sold.

Mr. Vlaming said yes, all of the parcels from that auction sold.

Councilmember Tidwell asked about the remaining 130 city owned lots.

Mr. Vlaming explained that a number of these subdivisions have been in the same family for many years. The original property owners may have passed and their estate need to be cleared up. When the city is presented with a lot donation, staff will look as to where the property is located and whether it would be of some value to the city. Mr. Vlaming said when a parcel is removed from the tax rolls, the amount is minimal. He pointed out that this particular parcel is on the tax roll for \$16 a year. Mr. Vlaming said the city could have the opportunity to potentially assemble other parcels in that area and offer it to someone who could develop those properties. He pointed out that there has not been a big demand on parcels in the city, but the staff are getting some inquiries about some of them. Mr. Vlaming said it is not a bad idea for the city to assemble parcels where infrastructure is nearby.

Vice Mayor Powell disagreed with Mr. Vlaming about the lack of interest in purchasing lots. He pointed out that there are lots for sale in the Toltec area that sell rather quickly. He said the city has some lots in the Toltec subdivision that Council may want to consider putting up for auction in the future. He said there is a high demand for property in that area.

Mr. Vlaming conveyed that as real estate sales continue to appreciate in Casa Grande, the demand will push further south, and the city will continue to have people looking closely at the Eloy area.

There being no further discussion, Vice Mayor Powell called for a motion.

Motion by Councilmember Tidwell, seconded by Councilmember Garcia to accept the donation of one vacant residential lot in the Toltec/Arizona Valley Unit #15 subdivision from the John Hooczko Revocable Trust, located at 4200 N. Estrella Drive, consisting of 0.34 acres, passed unanimously.

IX. BUSINESS

- A. APPROVE A CONTRACT WITH CACTUS ASPHALT FOR \$759,014.04 AND AN OWNER'S ALLOWANCE OF \$60,000 FOR A TOTAL BUDGET EXPENDITURE OF \$819,014.04 TO CHIP SEAL TWO AND ONE HALF**

(2.5) MILES OF TOLTEC ROAD SOUTH OF ALSDORF ROAD, 5TH STREET FOR ONE BLOCK EAST OF ELEVEN MILE CORNER ROAD, AND TO CHIP SEAL THREE GRAVEL ROAD SECTIONS AT THE ELOY CEMETERY.

Staff Cover Sheet Report: *Council approve a contract with Cactus Asphalt for \$759,014.04 and an owner's allowance of \$60,000 for a total budget expenditure of \$819,014.04 to chip seal two and one half (2.5) miles of Toltec Road south of Alsdorf Road, 5th Street for one block east of Eleven Mile Corner Road, and to chip seal three gravel road sections at the Eloy Cemetery*

The 2.5 mile section of Toltec Road between Alsdorf Road and 1/2 mile south of Phillips Road is in very poor condition. This section of roadway is an old chip seal road that has failed and requires continuous pot-hole repairs. Public Works Streets staff has spent a disproportionate amount of time and expense maintaining this road in a drive-able condition. Public Works has received many complaints from businesses and residents regarding the condition of this roadway. Upon approval of this contract, Cactus Asphalt will pulverize the existing asphalt material into the existing road base along with a cement binder to strengthen the road base. A double chip seal roadway will be constructed on the newly prepared road base.

5th Street between 11 Mile Corner Road and Madison Ave has deteriorated over the years and needs repair. This contract will include a chip seal over this section of roadway. City streets crews will be repairing potholes on this section of roadway prior to the contractor placing the chip seal.

This contract will also construct an aggregate base course (ABC) and chip seal roadway on three sections of the Cemetery roads that are currently only dirt/gravel roads. City streets crews will first place asphalt millings and grade and compact the gravel roads to prepare the road base prior to the contractor's work.

Upon approval of this contract, Cactus Asphalt is planning to perform this work in September/October 2020.

FISCAL IMPACT: *This CIP project was budgeted for the FY 2020/21 fiscal year and will be funded with the following funds:
Toltec Road, 5th Street, and Owners Allowance (\$799,028.58): GL#16-446-6054
Cemetery Roads (\$19,985.46): GL# 57-459-9933.*

Mr. Brown gave a PowerPoint presentation on the roads staff is proposing Cactus Asphalt chip seal in the city.

After his presentation, Mr. Brown answers questions from the Council about the project start date and road closures during the roadwork.

There being no further discussion, Vice Mayor Powell called for a motion.

Motion by Councilmember Tidwell, seconded by Councilmember Garcia to approve a contract with Cactus Asphalt for \$759,014.04 and an owner's allowance of \$60,000 for a total budget expenditure of \$819,014.04 to chip seal two and one half miles of Toltec Road south of Alsdorf Road, 5th Street for one block east of Eleven Mile Corner Road, and to chip seal three gravel road sections at the Eloy Cemetery, passed unanimously.

B. AUTHORIZATION FOR CITY STAFF TO CONDUCT A SOLICITATION AND RECOMMENDATION PROCESS TO RETAIN AN EXPERIENCED AND REGISTERED LANDSCAPE ARCHITECT TO DESIGN THE FRONTIER STREET COMMUNITY TREE PROJECT.

Cover Sheet Staff Report: *Council authorize City Staff to conduct a solicitation and recommendation process to retain an experienced and registered Landscape Architect to design the Frontier Street Community Tree Project.*

This project was identified by a City resident and supported by one of our council members. It is identified as a project within the City's Capital Improvement Program. The project envisions the placement of trees along the south side of Frontier Street (within the City's right-of-way) in the Downtown Area to achieve the following objectives:

- Improve air quality through carbon capture*
- Reduce storm water runoff through increased infiltration*
- Reduce the urban heat island effect*
- Enhance the aesthetic natural environment*
- Provide a welcoming gateway to assist with economic development efforts*

Staff would like to prepare and solicit Statement of Qualifications (SOQ) (see attached) from experienced Landscape Architects registered in the State of Arizona to design a street tree theme for Frontier Street and prepare the landscape plan and irrigation plan and construction documents. This project would implement the initial phase of the City's Community Street Tree Program. The initial project area is located on the south side of Frontier Street between Myers Boulevard and Stuart Boulevard (approximately 2,000 lineal feet). The anticipated technical process would be augmented with meetings of the public, Downtown Advisory Commission and a briefing for City Council.

If approved, Staff intends to conduct the following preliminary scope of work to complete this project in a high quality manner:

- *Prepare a maximum of three concept plans and one cross section of the prototypical layout of street trees by type and spacing, as necessary.*
- *Prepare a graphic matrix of recommended street trees to summarize their characteristics in graphic form for community review.*
- *Prepare for and attend a maximum of three face-to-face meetings and three virtual meetings.*
- *Refine the selected concept (or components of the concept plans) as the final streetscape conceptual plan for the entire Project Area.*
- *Prepare an initial cost estimate of the selected conceptual plan.*
- *Prepare the draft construction documents including landscape plan, irrigation plan, details and notes and any other supportive documentation necessary for construction.*
- *Revise the draft construction documents as per City Staff review to create the final construction documents package suitable for bidding purposes.*
- *Serve as a technical resource to answer questions during the bidding process.*

If approved, Staff anticipates a time frame of 60 days from Notice to Proceed to the completion of Construction Documents. Staff would also like to conduct a study session with Council to review the design and community/resident/corporate fund matching for tree purchase/planting using the identified capital improvement funds.

FISCAL IMPACT: *The funds to complete the design, preparation of construction documents and construction are identified as the Main Street Landscape Enhancement in the City's Capital Improvement Plan. It has a budgeted amount of \$30,000.*

Mr. Vlaming gave a PowerPoint presentation to the Council on the Frontier Street Community Tree project.

Councilmember Garcia wanted it known that this project started almost a year ago after a resident approached the city with this idea. He said the person could not be here tonight because he had to work, but he wanted to acknowledge this person for bringing this idea forward to the city. Councilmember Garcia said that it is important to recognize that this idea comes from citizens and not just the city.

Mr. Vlaming fielded questions from the Council about:

- Improving the medians on Frontier (possibly changing rock color)
- Tree maintenance (who is responsible)
- Tree size for planting
- Trees that are conducive to the environment and community
- Adopt a Tree Program

Motion by Councilmember Garcia, seconded by Councilmember Rodriguez to authorize city staff to conduct a solicitation and recommendation process to retain an experienced and registered landscape architect to design the Frontier Street Community Tree Project, passed unanimously.

X. INFORMATIONAL ITEMS

A. July Check Register – No questions or comments from the Council.

VII. EXECUTIVE SESSION

Motion by Councilmember Rodriguez, seconded by Councilmember Tidwell to hold an Executive Session at approximately 6:52 p.m. for approximately one hour with the city clerk for transcribing and to conduct a performance evaluation including discussion and/or negotiation of salary and/or an employment contract of a public officer – City Clerk, including legal advice (if requested by City Council) with City Attorney and possible contract negotiations, pursuant to A.R.S. §38-431.03 (A)(1), (3) and (4).

Motion passed unanimously.

Vice Mayor Powell reconvened the public meeting at approximately 7:35 p.m.

XI. ADJOURNMENT

There being no further business, Vice Mayor Powell adjourned the meeting at approximately 7:37 p.m.

Joel G. Belloc, Mayor

ATTEST:

Mary Myers, City Clerk

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.B.**

Date: **08/24/2020**

Date submitted:
08/05/2020

Action: Resolution

Subject: Adoption of Resolution No. 20-1481 approving a revised Business License Fee Schedule effective January 1, 2021.

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council adopt Resolution No. 20-1481 approving a revised Business License Fee Schedule with an effective date of January 1, 2021.

DISCUSSION:

On June 22, 2020 the Mayor and City Council approved the Ordinance No. 20-895 revising Chapter 12 of the City Code Business Regulations. Among the approved revisions included the removal of the Business License Fee Schedule from Article I in Chapter 12 of the City Code. Staff recommends that the amended Business License Fee Schedule be adopted by resolution in lieu of having it in the City Code. In addition, it is recommended that all business license user fees be consolidated into one schedule for the convenience in communicating this information to the public.

The fees for business licenses were last reviewed and approved by the Mayor and City Council in 2015. The changes in 2015 provided that an annual fee of \$75 be assessed for all business licenses rather than charging \$150 fee for businesses which are not physically located within Eloy.

Amendments to the Fee Schedule, which include the following items, will conform to the recently amended business license ordinance:

- Applying the \$75 license fee to only businesses with a physical location in Eloy
- Removal of fees for Peddlers & Transient Merchants
- Removal of the \$25 application processing fee for Mobile Vendors

FISCAL IMPACT:

The revised business license fee schedule will result in an estimated reduction in revenue from \$43,500 to \$23,000.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", written over a solid black horizontal line.

Stephen R. Cooper, City Attorney

RESOLUTION NO. 20-1481

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ELOY, ARIZONA ADOPTING A SCHEDULE OF FEES FOR BUSINESS LICENSES OPERATING WITHIN THE CITY OF ELOY IN ACCORDANCE WITH CHAPTER 12 OF THE ELOY CITY CODE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council, at its regular meeting on June 22, 2020, adopted Ordinance No. 20-895 amending the business license requirements in Chapter 12 of the Eloy City Code; and,

WHEREAS, Ordinance No. 20-895 removed the required fees associated with the issuance of business licenses from Chapter 12 of the Eloy City Code; and,

WHEREAS, staff recommends that business license fees be consolidated into one schedule and adopted by resolution for the convenience of communicating this information to the public.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Eloy, Pinal County, Arizona, as follows:

SECTION I. That the attached Exhibit A entitled Business License Fee Schedule be hereby adopted and effective on January 1, 2021.

SECTION II. This Resolution shall be become effective on the date and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona this 24th day of August, 2020.

Joel Belloc, Mayor

ATTEST:

Mary Myers, City Clerk

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

Exhibit A
City of Eloy
Business License Fee Schedule
Effective January 1, 2021

Item	Term	Fee
Business License Fee		
Business License Fee – Full Year	12 months	\$75
Business License Fee – Prorated (July – December)	6 months	\$37.50
Daily Business License Fee	Per Day	\$10
Barber Shops/Beauty Operators & Owners	12 months	\$50
Barber/Beauty Operators – Individual	12 months	\$25
Pawnbrokers, Secondhand dealers, Junk Dealer or Junk Collector	12 months	\$75
Mobile Vender	12 months	\$75
Hotel, Apartment, RV Parks, Mobile Home Parks & Rest Homes		
1-10 Units	12 months	\$50
11- 50 Units	12 months	\$75
Over 50 Units	12 months	\$100
Medical Marijuana		
Business License Application & Investigation Fee	12 months	\$500
Business License Fee	12 months	\$250
Employee License Fee (per employee)	12 months	\$250
Liquor License Fee		
Series #6 On-sale retailers licensed to sell all spirituous liquors	12 months	\$250
Series #7 On-sale retailers licensed to sell beer & wine	12 months	\$175
Series #8 On-sale retailers licensed to sell beer	12 months	\$150
Series #9 Off-sale retailers licensed to sell all spirituous liquors	12 months	\$175
Series #10 Off-sale retailers licensed to sell beer & wine	12 months	\$150
Series #11 Off-sale retailers licensed to sell beer	12 months	\$125
Series #16 Restaurant retailers licensed to sell all spirituous liquor	12 months	\$250
Adult Oriented Business		
**See City Code Chapter 12 Article VII	12 months	**
Additional Business Fees		
Promotors of entertainment (circuses, bazaars, etc.) who receive a percentage of receipts or other consideration for their services. Each such promoter shall also obtain liability insurance of minimum of \$1 Million naming the City of Eloy as insured.	Per Week	\$100
Animal Show	Per Week	\$100
Circus Parade Only	Per Day	\$50
Handbill Distributor	Per Day	\$10
Amusement Company (such as Ferris wheel, merry go round not part of circus)	Per Day	\$175
Wrestling/Boxing/Martial Arts Exhibition	Per day	\$175
Road Show, Carnival or Circus	Per day	\$175
Palmistry, Phrenology, Astrology, Fortune Telling, Mind Reading, Clairvoyance, Magic or any healing practices not licensed by the State of Arizona or any similar calling without a fixed place of business		\$250

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.C.**

Date: **08/24/2020**

Date submitted:
08/05/2020

Action: Other

Subject: Authorize the City to enter into a Mutual Aid Agreement with the Signatory Political Jurisdictions and Pinal County for Emergency Services.

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Kristie Barnette, Sergeant

RECOMMENDATION:

Council authorize the City to enter into a Mutual Aid Agreement with the Signatory Political Jurisdictions and Pinal County for Emergency Services.

DISCUSSION:

The Eloy Police Department requests Council authorize entering into a Mutual Aid Agreement with Pinal County and surrounding jurisdictions for the purpose of staffing or equipping a Public Safety Answering Point, Public Safety Dispatch Point, or Emergency Operations Center affected by an actual or threatened disaster, emergency, incident, or event.

This will allow for the transfer of the authority and responsibility for the receipt, processing, dispatching, and monitoring of emergency calls for assistance, to another participant for a given period of time, by any participant whose capability to provide those functions are affected by an actual or imminent disaster, emergency, or event.

It will also allow for the participation of personnel in activities that support coordinating and integrating all activities necessary to build, sustain, and improve the capability of participants to mitigate against, prepare for, respond to, and recover from emergencies, disasters, acts of terrorism, or other man-made disasters.

Approving this Mutual Aid Agreement will allow participating jurisdictions the authority to take over Eloy Police Department's Public Safety Dispatch Center in the event we are unable to staff the center due to an actual or threatened disaster, emergency, incident, or event.

This is vital to our communications infrastructure should a catastrophic event occur that knocks out our system.

FISCAL IMPACT:

There is no fiscal impact.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney

**MUTUAL AID AGREEMENT
FOR
EMERGENCY SERVICES**

RECITALS

This Agreement is made and entered into by and among the signatory political jurisdictions and Pinal County, Arizona.

WHEREAS, an effective emergency response system is dependent upon the efficient sharing of resources; and

WHEREAS, the continuous and uninterrupted receipt, processing, dispatching and monitoring of emergency calls for assistance is essential to an effective emergency response system; and

WHEREAS, the staffing and equipping of an emergency operation center plays a vital role in emergency and disaster preparedness, response, recovery and mitigation activities; and

WHEREAS, no single community has sufficient resources to respond to all emergencies and mutual aid agreements are an essential component of preparedness planning; and

WHEREAS, it is desirable that an agreement be executed for the interchange of such mutual aid;

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

1. Any participant in this Agreement, upon request, may furnish emergency services or resources. It is specifically agreed that no participant is obligated or required to furnish any service or take any action pursuant to this Agreement. No participant shall present any claim against another participant for compensation for any cost, loss, damage, personal injury, nor death occurring in consequence of the performance of the services called for in the Agreement.

2. This Agreement shall apply to the following circumstances and/or situations:

- A. The staffing or equipping of a Public Safety Answering Point, Public Safety Dispatch Point, or Emergency Operations Center affected by an actual or threatened disaster, emergency, incident, or event.
- B. The provision of Public Safety Answering Point or Public Safety Dispatch Point services, in whole or in part, to any participant affected by an actual or threatened disaster, emergency, incident, or event.

- C. The transfer of the authority and responsibility for the receipt, processing, dispatching, and monitoring of emergency calls for assistance, to another participant for a given period of time, by any participant whose capability to provide those functions are affected by an actual or imminent disaster, emergency, or event.
- D. The participation of personnel in activities that support coordinating and integrating all activities necessary to build, sustain, and improve the capability of participants to mitigate against, prepare for, respond to, and recover from emergencies, disasters, acts of terrorism, or other man-made disasters.

3. Any request for aid shall specify the specific resources requested, however, an authorized representative of the responding organization shall determine the specific resources to be furnished.

4. Personnel providing assistance to another agency, at any facility, shall be subject to the orders and operational control of the requesting organization's officer in charge.

5. Personnel and resources shall be released when they are no longer required or when they are recalled by their home agency.

6. Each participant shall retain ownership of any equipment or property it brings to the performance of this Agreement and shall retain ultimate control of its employees.

7. Participants agree to provide systems technical support during activations of this Agreement.

8. Participants agree to meet on a regular basis to develop, review, and revise interagency assistance plans and the provisions of this Agreement.

9. Participants agree to meet on a regular basis to develop, review, and revise Standard Communication Procedures. Standardized Communication Procedures provide for efficient management of an emergency and for the safety of responders through the use of standard terminology, dispatching, reporting, and support structures.

10. Participants agree to meet on a regular basis to develop, review, and revise minimum public safety dispatcher qualification standards. Standardized qualifications and training ensures the safety of responders and the public.

11. Participants agree to develop, update, test, and exercise a Continuity of Operations plan on a regular basis.

12. This Agreement shall encourage the development of additional cooperative procedures and protocols, including but not limited to, the possibility of joint purchasing, operational

coordination, and other activities that will enhance the ability of the Public Safety Answering Point, Public Safety Dispatch Point, or the Emergency Operations Center to fulfill their missions.

13. Nothing in this Agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing assistance to another jurisdiction which is not a participant in this Agreement.

14. Except as specifically agreed to by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement. In the event of declared disasters, participants may apply for reimbursements from County, State and Federal agencies.

15. The term of this Agreement shall be five (5) years. Any one party to this Agreement may terminate their participation in this Agreement by submitting thirty days written notice to all signatories.

16. This Agreement shall be effective on the date it is recorded with the Pinal County Recorder's Office.

17. The parties to this Agreement hereby agree that other agencies may be added to this Agreement upon approval of their governing body and the filing of its signature page with this agreement at the Pinal County Recorder's Office.

18. Any modification of this Agreement shall be by formal written amendment.

19. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

SIGNATURE PAGE

CITY OF ELOY, AZ

IN WITNESS WHEREOF, the Participating Parties hereto each sign this Mutual Aid Agreement for Emergency Services signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Agreement by formal approval of the jurisdiction's governing body.

(Signing Authority for the City of Eloy)

Date

ATTEST: _____
(Attesting Authority for the City of
Eloy)

Date

Date of formal approval by governing body:

Date

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney for the City of Eloy)

Date

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.D.**

Date: **08/24/2020**

Date submitted:
08/13/2020

Action: Other

Subject: Authorize the City to enter into an (IGA) Intergovernmental Agreement between Pinal County and the City of Eloy for the purpose of funding a sworn officer position with the Pinal County High Intensity Drug Trafficking Area (HIDTA) Program.

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Angela Mejia, Administrative Assistant

RECOMMENDATION:

Council authorize the City to enter into an Intergovernmental Agreement (IGA) with Pinal County for grant funding of a sworn officer to participate in the Pinal County Narcotics Task Force Program.

DISCUSSION:

The Eloy Police Department has participated in the Pinal County Narcotics Task Force by having a position funded by grants over the last fourteen (14) years. During this time the Task Force has successfully completed operations in Pinal County, including Eloy, resulting in many arrests and drug seizures. The Officer assigned to the Task Force shares information with local, state, and federal law enforcement to combat the threat of drugs and organized crime. The Officer assigned to the Task Force will be fully funded through a grant from ACJC Drug, Gang and Violent Crime Control administered by Pinal County.

The Eloy Police Department has benefited by the arrest of local drug dealers and the disruption of local drug dealing organizations. The Police Department continues to share in asset seizures and with any funds that are acquired added to the Department's RICO account that can be used to purchase equipment that may not be funded through the City's general fund.

In addition to the aforementioned benefits, officers assigned to the Task Force receive valuable training in criminal investigative methods that improve the officer's effectiveness in providing service to Eloy citizens when their Task Force assignment ends.

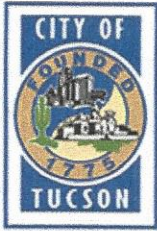
FISCAL IMPACT:

The cost of funding the sworn police officer position is covered by this grant program.
There is no fiscal impact to the City of Eloy.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): **G20SA0007A**

COT Grant Number **HT-20-2918**

This Grant Agreement is made this **1ST day of January 2020** by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Eloy Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2020** and terminate on **December 31, 2021**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Pinal County HIDTA Task Force (PCHTF)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

**City of Tucson
ATTN: Business Services
Police Satellite Office (Finance)
Tucson Police Department
270 S. Stone Ave.
Tucson, Arizona 85701-1917**

B. If to the GRANTEE:

**Eloy Police Department
630 North Main Street
Eloy AZ 85131
Attention: Chris Vasquez, Chief of Police**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET			
Personnel:			
	Salaries		\$61,227.00
	Fringe Benefits		\$9,184.00
	Overtime		\$18,000.00
	Travel		\$0.00
	Facilities		\$0.00
	Services		\$0.00
Operating Expenses:			
	Supplies		\$0.00
	Other		\$0.00
	Equipment		\$0.00
	TOTAL		\$88,411.00
See Attached Budget Detail Sheet			

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - January 6, 2020.

Link: Electronic Code of Federal Regulations: <http://www.ecfr.gov>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – January 6, 2020, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: Electronic Code of Federal Regulations <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
April 1 - 30	May 25	October 1 - 31	November 25
May 1 - 31	June 25	November 1 - 30	December 25
June 1 - 30	July 25	December 1 - 31	January 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency or entity, this paragraph does not apply.
25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 182.
30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
35. The Grantee certifies that no federal funds will be paid, by or on behalf of, 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 for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

-
36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
 37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
 38. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
 39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
 40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

FOR GRANTEE:

Signature

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/ is not** authorized to disburse confidential funds.

Grant Number: **HT-20-2918**

Date: 7/12/20

Signature: Chris Vásquez

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

-
5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
 6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
 7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
 8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

- a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
- b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
- c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
- d. Agreement with cooperating individual.
- e. Receipt for P/I.
- f. Copies of all debriefing reports (except for the Headquarters case file).
- g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
- h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

- b. **Payment for Informant Protection.** When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.
 - c. **Payments to Informants of Another Agency.** To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.E.

Date: 08/24/2020

Date submitted:
08/13/2020

Action: Resolution

Subject: Adoption of Resolution No. 20-1483 declaring and accepting the results of the City of Eloy Primary Election held on August 4, 2020.

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Mary Myers, City Clerk

RECOMMENDATION:

Council adopt Resolution No. 20-1483 declaring and accepting the results of the primary election held August 4, 2020 in the City of Eloy.

DISCUSSION:

On August 4, 2020, the City of Eloy held a primary election for the nomination/election of a Mayor and three (3) Council Members. Two (2) propositions were also presented to the voters of Eloy at said election; Proposition 444 - Expenditure Limitation-Permanent Base Adjustment and Proposition 445 - Southwest Gas Franchise Agreement. The results of said election are presented to the Council in the attached resolution for official canvassing and adoption.

As authorized by state statute, the method below was used to determine the majority of votes cast to be declared elected in the primary election:

1. Adding the total number of votes cast for all candidates for an office;
2. Dividing the sum by the number of seats to be filled for the office; and
3. Dividing the result of that calculation by two and rounding the number to the highest whole number.

Based on this calculation, all Council seats up for re-election were filled at the primary.

A.R.S. §16-642 (A) states that a governing body holding an election is required to meet and canvass the results of the election not less than six (6) days nor more than twenty (20) days following the election. Council adoption of this resolution will satisfy the statutory requirement.

FISCAL IMPACT:

The fiscal impact is unknown at this time. All invoices have not been received from vendors for services related to the election. The Southwest Gas Corporation has agreed to pay half of all costs associated with the city's primary election.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney

RESOLUTION NO: 20-1483

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE CITY OF ELOY PRIMARY ELECTION HELD ON AUGUST 4, 2020.

WHEREAS, the City of Eloy, Pinal County, Arizona did hold a Primary Election on the 4th day of August, 2020 for the election of a Mayor, and three (3) Councilmembers; and

WHEREAS, the City of Eloy, Pinal County, Arizona did hold a Primary Election on the 4th day of August, 2020 for:

Proposition 444 - Expenditure Limitation; Permanent Base Adjustment
Proposition 445 - Southwest Gas Franchise Agreement; and

WHEREAS, the election returns have been presented to and hereby canvassed by the City Council and attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Eloy, Pinal County, Arizona, as follows:

SECTION 1. That the total number of active registered voters on July 10, 2020, as reported by the Pinal County Elections was 5,334.

SECTION 2. That the total number of ballots cast at said primary election, as reported by the Pinal County Elections was 1,954 and that the number of rejected ballots was 8.

SECTION 3. That the votes cast for the candidates for Mayor were as follows:

CANDIDATE NAME	VOTE TOTAL
Belloc, Joel G.	777
Powell, Micah	1,059
Write-ins	6
Total Votes Cast	1,842
Minus write-ins (no qualified write-ins)	6
Total valid votes cast for all candidates for the Office of Mayor	1,836
Majority of votes needed to be declared elected	919

SECTION 4. That the votes cast for the candidates for Council Member were as follows:

CANDIDATE NAME	VOTE TOTAL
Cariño-Longoria, Lynnette	597
Curtis, Sara	964
Guanajuato Rodriguez, Sylvia	861
Gunn, Johnny	583
Snyder, Daniel (Dan)	896
Tidwell, J.W.	733
Write-ins	4
Total Votes Cast	4,638
Minus write-ins (no qualified write-ins)	4
Total valid votes cast for all candidates for the Office of Council Member	4,634
Majority of votes needed to be declared elected	773

SECTION 5. That the votes cast for Proposition 444, Expenditure Limitation – Permanent Base Adjustment were as follows:

PROPOSITION 444	VOTE TOTAL
Yes	1,178
No	628
Total Votes Cast	1,806

That the votes cast for Proposition 445, Southwest Gas Franchise Agreement were as follows:

PROPOSITION 445	VOTE TOTAL
Yes	1,596
No	210
Total Votes Cast	1,806

SECTION 6. That it is hereby found, determined and declared of record, that the following four (4) candidates did receive a majority of all valid votes cast for the office sought and are hereby issued certificates of election:

MAYOR
Powell, Micah

COUNCIL MEMBER

Curtis, Sara

Guanajuato Rodriguez, Sylvia

Snyder, Daniel (Dan)

SECTION 7. This resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY the Mayor and Council of the City of Eloy, Arizona, this 24th day of August, 2020.

Joel G. Belloc, Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Myers, City Clerk

Stephen R. Cooper, City Attorney

Exhibit A

PRIMARY ELECTION
PINAL COUNTY, ARIZONA
AUGUST 4, 2020

FINAL CUMULATIVE REPORT

	TOTAL VOTES	%	EARLY	POLL	PROV
Mayor CITY OF ELOY					
(VOTE FOR) 1					
(WITH 9 OF 9 PRECINCTS COUNTED)					
Bellac, Joel G.	777	42.18	629	146	2
Powell, Micah	1,059	57.49	902	152	5
WRITE-IN,	6	.33	6	0	0
Total	1,842		1,537	298	7
Over Votes	0		0	0	0
Under Votes	112		98	14	0
Council Member CITY OF ELOY					
(VOTE FOR) 3					
(WITH 9 OF 9 PRECINCTS COUNTED)					
Carino-Longoria, Lynnette	597	12.87	494	98	5
Curtis, Sara	964	20.78	834	128	2
Guanajuato Rodriguez, Sylvia	861	18.56	706	148	7
Gunn, Johnny	583	12.57	483	99	1
Snyder, Daniel "Dan".	896	19.32	808	87	1
Tidwell, J. W.	733	15.80	601	130	2
WRITE-IN.	4	.09	3	1	0
Total	4,638		3,929	691	18
Over Votes	12		6	6	0
Under Votes	1,212		970	239	3
PROPOSITION 444 CITY OF ELOY					
(VOTE FOR) 1					
(WITH 9 OF 9 PRECINCTS COUNTED)					
YES/SI	1,178	65.23	981	193	4
NO.	628	34.77	540	85	3
Total	1,806		1,521	278	7
Over Votes	3		3	0	0
Under Votes	145		111	34	0
PROPOSITION 445 CITY OF ELOY					
(VOTE FOR) 1					
(WITH 9 OF 9 PRECINCTS COUNTED)					
YES/SI	1,596	88.37	1,365	226	5
NO.	210	11.63	158	50	2
Total	1,806		1,523	276	7
Over Votes	3		2	1	0
Under Votes	145		110	35	0

JURISDICTIONAL CANVASS

CITY OF ELOY

VOTES PERCENT

VOTES PERCENT

Council Member CITY OF ELOY
(VOTE FOR) 3

01 = BALLOTS CAST

1,954

Mayor CITY OF ELOY

(VOTE FOR) 1

02 = Belloc, Joel G.

777 42.18

03 = Powell, Micah

1,059 57.49

04 = WRITE-IN

6 .33

05 = OVER VOTES

0

06 = UNDER VOTES

112

07 = Carino-Longoria, Lynnette

597 12.87

08 = Curtis, Sara

964 20.78

09 = Guanajuato Rodriguez, Sylvia

861 18.56

10 = Gunn, Johnny

583 12.57

11 = Snyder, Daniel "Dan"

896 19.32

12 = Tidwell, J. W.

733 15.80

13 = WRITE-IN

4 .09

14 = OVER VOTES

12

15 = UNDER VOTES

1,212

	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
0011 11 Picacho	4	0	3	0	0	1	2	2	2	0	0	0	0	0	6
0012 12 Eloy	313	130	177	1	0	5	154	127	191	49	58	141	0	0	219
0013 13 Toltec	1176	428	655	2	0	91	245	646	436	416	724	407	2	6	646
0014 14 Eloy South	358	183	167	1	0	7	167	130	211	76	66	139	1	6	278
0022 22 Eleven Mile Corner	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0041 41 Casa Grande Interchange	14	5	4	0	0	5	2	6	1	2	8	6	0	0	17
0091 91 Silverbell	55	21	29	2	0	3	13	33	7	29	24	30	1	0	28
0104 104 Picacho South	2	0	2	0	0	0	0	2	1	1	2	0	0	0	0
0105 105 Toltec Southwest	32	10	22	0	0	0	14	18	12	10	14	10	0	0	18

0011 11 Picacho

0012 12 Eloy

0013 13 Toltec

0014 14 Eloy South

0022 22 Eleven Mile Corner

0041 41 Casa Grande Interchange

0091 91 Silverbell

0104 104 Picacho South

0105 105 Toltec Southwest

JURISDICTIONAL CANVASS

CITY OF ELOY

PROPOSITION 444 CITY OF ELOY

(VOTE FOR) 1

01 = YES/SI

02 = NO

03 = OVER VOTES

04 = UNDER VOTES

VOTES PERCENT

1,178 65.23

628 34.77

3

145

PROPOSITION 445 CITY OF ELOY

(VOTE FOR) 1

05 = YES/SI

06 = NO

07 = OVER VOTES

08 = UNDER VOTES

VOTES PERCENT

1,596 88.37

210 11.63

3

145

	01	02	03	04	05	06	07	08
0011 11 Picacho	2	2	0	0	3	0	0	1
0012 12 Eloy	191	90	0	32	238	45	0	30
0013 13 Toltec	701	411	2	62	1011	102	2	61
0014 14 Eloy South	233	88	1	36	273	46	1	38
0022 22 Eleven Mile Corner	0	0	0	0	0	0	0	0
0041 41 Casa Grande Interchange	6	3	0	5	8	2	0	4
0091 91 Silverbell	27	25	0	3	42	9	0	4
0104 104 Picacho South	1	1	0	0	2	0	0	0
0105 105 Toltec Southwest	17	8	0	7	19	6	0	7

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.F.**

Date: **08/24/2020**

Date submitted:
08/14/2020

Action: Formal

Subject: Authorize the City to enter into an Employee Cost Agreement with Educational Services, Inc. (ESI) for employment of Mary Myers as City Clerk effective on September 14, 2020.

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council authorize the City to enter into an Employee Cost Agreement with Educational Services, Inc. (ESI) for employment of Mary Myers as City Clerk effective on September 14, 2020.

DISCUSSION:

The City Clerk wishes to retire from the Arizona State Retirement System (ASRS) effective Friday, September 11, 2020 and continue as the full-time City Clerk for the City of Eloy. Once a public employee retires from ASRS, the employee cannot work more than 19 hours per week for 20 consecutive weeks for an ASRS employer. However, the City may retain the services of an ASRS retired employee during the first year of retirement through an independent contractor, such as ESI. This is a common practice in Arizona among public employees in school districts as well as municipalities.

The ESI Agreements are executed on a fiscal year basis, and may be renewed or terminated at any time. The ESI administrative fee is 5% of the employee's salary and benefits. With the ESI agreement, the City Clerk will receive a salary of \$83,391.73 per year, 40 hours of sick leave per calendar year, paid life insurance, and a phone stipend of \$50.00 per month. As a contract employee, the City Clerk will be responsible for obtaining her medical insurance.

FISCAL IMPACT:

Employment of the City Clerk on contract through ESI will result in an annual cost savings of approximately \$35,000 to the City.

Approved as to Form:

A handwritten signature in blue ink, reading "Stephen R. Cooper". The signature is fluid and cursive, with the first name "Stephen" and last name "Cooper" clearly legible. The middle initial "R." is smaller and less distinct. The signature is positioned above a solid black horizontal line.

Stephen R. Cooper, City Attorney

EDUCATIONAL SERVICES, INC
Employee Cost Agreement (ECA)

Client	City of Eloy	Fiscal Year	2020-2021
Consortium	Mohave - Contract No. 17A-ESI-0518	Employee	Mary Myers
Fee Schedule	RetireRehire at 5.00%	Employee Type	Full-Time
Notes	Leave Time: Paid holidays according to City calendar. 30 hrs sick leave as required by State law, Job Requirements: Fingerprint Clearance Card		

Start Date	End Date	Position Type	Reimbursement?	Description	WC Code	Total Days	Hours	Rate	Pay Amount	Payroll Liabilities	ESI Fee	Position Total
9/14/2020	6/30/2021	Salary	No	City Clerk	8868	209.0	8	\$70,926.24	\$70,926.24	\$8,256.26	\$3,546.31	\$82,728.81
10/1/2020	6/30/2021	Equal Payments	No	Phone allowance	8868	N/A	0	\$450.00	\$450.00	\$70.88	\$22.50	\$543.38
10/1/2020	6/30/2021	Equal Payments	No	Life Insurance Policy (valued at \$75K)	8868	N/A	0	\$99.00	\$99.00	\$15.59	\$4.95	\$119.54
Employee Totals:									\$71,475.24	\$8,342.73	\$3,573.76	\$83,391.73

Approved By	Date	Employee Total Cost:	\$83,391.73

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: IX.A.

Date: 08/24/2020

Date submitted:
08/16/2020

Action: Formal

Subject: Authorize the City to enter into an Agreement with Community Action Human Resource Agency (CAHRA) for CARES funding to support programs and services related to the impacts of COVID-19 within the City of Eloy.

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council authorize the City to enter into an Agreement with Community Action Human Resource Agency (CAHRA) for CARES funding to support programs and services related to the impacts of COVID-19 within the City of Eloy.

DISCUSSION:

The City is proposing to use a portion of its CARES monies received from the State of Arizona to assist Eloy residents coping with the negative impacts from the COVID-19 pandemic. Non-profit agencies would be responsible for distributing the CARES monies to qualifying individuals and families. The Community Action Human Resources Agency (CAHRA) has requested CARES monies to provide assistance to eligible Eloy residents. Financial assistance would be used for rental and utility assistance, a commercial freezer for the Food Pantry, and the purchase of food for the Santa Cruz Food Pantry. Based upon proposals from CAHRA, financial assistance would be provided on a reimbursable basis for the following:

Rental and Utility Assistance -	\$60,000
Food Pantry Freezer	\$10,000
Food Pantry	\$30,000

Rental and utility assistance would only be provided to eligible Eloy residents. Utility assistance is limited to City of Eloy water, sewer and trash expenses.

The CARES funding being offered to nonprofit agencies is for new or expanded services being provided to Eloy residents as a result of COVID-19, and the funding should not be used for a duplication of financial assistance received or reasonably expected to be received from another entity.

To ensure accountability, CAHRA would submit documentation of the expenditures on a monthly basis for City reimbursement.

In addition to the above-referenced expenditures for COVID-19, the City sponsored community wide COVID-19 testing with CARES monies at City Hall on Saturday, August 8, 2020. Periodic COVID-19 testing of city employees as well as personal protective equipment/supplies have also been funded with the City's CARES monies.

FISCAL IMPACT:

CAHRA would be eligible for funding of a maximum of \$100,000 through June 30, 2020. COVID-19 related expenses are funded from the General Fund.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney

**AGREEMENT
BETWEEN
CITY OF ELOY AND
COMMUNITY ACTION HUMAN RESOURCE AGENCY
FOR
COVID-19 PUBLIC SERVICE ACTIVITIES**

THIS AGREEMENT (“**Agreement**”) is dated August 24, 2020, and made by and between the City of Eloy (“CITY”), a municipal corporation within the State of Arizona and Community Action Human Resource Agency, a nonprofit organization of the State of Arizona (“CAHRA”).

RECITALS

A. WHEREAS, the City of Eloy has received an allocation of CARES Act funding from the State of Arizona to provide program assistance and services to respond to the negative impacts of the COVID-19 pandemic on Eloy residents; and,

B. WHEREAS, CAHRA is a recognized 501 © 3 nonprofit organization under the State of Arizona and the Internal Revenue Service, and has submitted a request to the CITY for funding to support their programs and services within the City of Eloy; and,

C. WHEREAS, the CITY wishes to make available CARES Act monies in accordance with this Agreement to financially support programs and activities of CAHRA to prevent, prepare for, and respond to COVID-19; and,

D. WHEREAS, CAHRA certifies that the services being offered are a new or a quantifiable increase in services and programming being provided as a result of COVID-19, and furthermore, CAHRA certifies that the request for funding is not a duplication of financial assistance received or reasonably expected to be received from another entity.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. CAHRA Obligations.

- a. CAHRA has submitted proposals for CARES funding from the City of Eloy as set forth in the attached Exhibit A, and agrees to expend monies as outlined in Exhibit A.
- b. CAHRA certifies that the services to be provided with the CITY’s CARES funding represent new or an expanded level of services as a result of COVID-19.
- c. Furthermore, CAHRA certifies that the request for funding is not a duplication of financial assistance received or reasonably expected to be received from another entity.

d. After consultation with the CITY, CAHRA will maintain an appropriate level of documentation for expenditure of the requested funds, and submit requests on a monthly basis to the Finance Department for reimbursement of expenditures.

e. CAHRA agrees to provide rental and utility assistance and emergency housing assistance to only qualified individuals and families residing within the corporate limits of Eloy.

f. CAHRA will cooperate with the CITY on any audits of financial records that may be required from time to time, and CAHRA further agrees to retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four (4) years.

2. CITY Obligations.

a. CITY shall provide up to \$100,000 of funding to CAHRA for COVID-19 related programs and activities as provided in Exhibit A.

b. CITY shall process monthly requests from CAHRA for reimbursement of COVID-19 eligible expenses on the 15th or 30th of the month.

c. COVID-19 related expenses will be eligible for reimbursement from the CITY through June 30, 2021.

d. Modifications to the funding allocation in Exhibit A or COVID-19 activities may be amended subject to approval from the City Manager.

3. Mutual Indemnification. To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents and employees (as “**Indemnities**”) for any claims, losses, liabilities, costs or expenses (including reasonable attorney’s fees) arising out of omissions, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents or employees in connection with the Indemnitor’s performance under this Agreement.

4. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CAHRA shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as CAHRA is an independent contractor.

5. Entire Understanding. This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party, their agents, or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by each Party hereto.

6. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

7. Severability. If any term or provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.
8. Termination. This Agreement shall remain in force and effect until the maximum amount of funding of Eloy CARES monies (\$100,000) has been reimbursed to CAHRA, or June 30, 2021, whichever occurs first.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
10. Notices. All written notices relating to this Agreement shall be addressed to the following:

City of Eloy
Harvey Krauss
595 N. C Street, Suite 104
Eloy, Arizona 85131
hkrauss@eloyaz.gov

CAHRA
Mary Lou Rosales
109 N. Sunshine Blvd.
Eloy, Arizona 85131
mlrosales@cahra.org

IN WITNESS WHEREOF, the Parties hereto, have executed this Agreement as of the day and year set forth below.

Community Action Human Resource Agency
a nonprofit organization of the State of Arizona

City of Eloy, a municipal
corporation of the State of Arizona

By: _____
Board President

By: _____
Joel G. Belloc, Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Executive Director

Mary Myers, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney (if applicable)

Stephen R. Cooper, City Attorney

EXHIBIT A

COMMUNITY ACTION HUMAN RESOURCE AGENCY PROPOSALS FOR FUNDING COVID-19 PUBLIC SERVICE ACTIVITIES

PROPOSAL TO CITY OF ELOY FOR ELOY CARES FUNDING

Rent and Utility Assistance

The proposed Eloy CARES funds by Community Action Human Resources Agency (CAHRA) will be used to respond to the coronavirus pandemic (COVID-19) among individuals and families who have been impacted by COVID-19. Eloy residents demonstrating eligibility will receive rental and water service assistance.

CAHRA is a long-established nonprofit, designated Community Action Agency that incorporated in 1980. The service area is Pinal County. The agency has called Eloy home since 2000 after having an office in Coolidge for 20 Years. The services include financial assistance including utility and rent assistance; homeless services including emergency shelter and rapid rehousing; housing services including weatherization, minor home repair and appliance or utility systems repair or replacement. The agency also operates the Santa Cruz Valley Food Pantry.

The Households eligible to receive the one time assistance must be able to document that their current financial hardship is due to COVID-19 and have a total household income at/below 100% of Area Median Income (AMI) during the month for which they are seeking assistance. CAHRA staff will screen and evaluate households for financial assistance based on documentation that COVID-19 has had an economic impact resulting in an inability to pay rent, leading to possible eviction. If approved the eligible household will receive rental assistance up to \$1,800 for a month. Households will be required to pay rent of 30% of their gross household income for the month directly to their landlord/property owner. CAHRA will then pay the remaining balance up to \$1,800 directly to the property owner.

Staff will also screen and evaluate applications for financial assistance and approve eligible household with assistance up to \$200 for water, sewer, and trash services. A total of \$2,000 can be used per household if needed.

The households will also be considered for all CAHRA services available. If eligible, staff will also provide utility assistance for electrical service and gas/propane service using federal funding received through the State of Arizona Department of Economic Security and with funding from Arizona Utility Companies.

Utility payments will be made directly to the utility company. Referrals to the agency's other Community Services will be made as needed. Households will be interviewed via telephone until it is safe to meet them at the office.

Households are to be served on a first come, first serve basis. Households need to be experiencing a financial crisis due to COVID-19, which may include:

- Reduction or loss of income
- Health and safety concern
- Crisis event that can be supported with documentation connecting it to COVID-19

Required documentation –

- Copy of a valid driver's license or other form of identification showing the individual lives at the address to be assisted
- Copy of a current executed lease verifying that the person requesting the assistance is named on the lease
- Documentation regarding economic crisis/impact (i.e. notice from employer regarding closing business or reduction hours, hospitalization, quarantined, childcare/school unavailability.)

- Proof of gross income prior to and current pandemic crisis (for comparison)
- Utility bills - water (electricity and gas will be paid using agencies existing funding)
- Note: No past due, late notice or eviction notice is required.

Reports will be provided to the City of Eloy as required. Requests for Payment will be made monthly.

Funds Requested:

Assistance to a minimum 30 Eloy Households	(\$2,000 per HH)	\$60,000
--	------------------	----------

PROPOSAL TO CITY OF ELOY FOR CARES FUNDING

Pantry Freezer Purchase

The proposed use of the City of Eloy funds by CAHRA for the Santa Cruz Valley Food Pantry will be used to purchase a 3 door 72 cubic foot freezer to help respond to the increased requests of emergency food due to coronavirus pandemic (COVID-19) by Eloy individuals and families. The pantry has the capabilities to order more frozen foods like meat and vegetables but cannot be due to capacity issues. The purchase would increase the capacity to accept larger donations, thus allowing the pantry to distribute a better more well-rounded food box and increase our ability to serve more clients

The freezer would be purchase through a reputable dealer, shipped to the agency and installed by a local ROC registered electrician and HVAC contractors

Reports will be provided to the City of Eloy as required.

Funds Requested: \$10,000

Assistance to purchase a new 3 door commercial freezer price includes:

- Product
- Shipping and Handling
- Delivery and Installation
- Inspection of electrical panel

PROPOSAL TO CITY OF ELOY FOR CARES FUNDING

Food Pantry Funding

The proposed use of the City of Eloy funds by CAHRA for the Santa Cruz Valley Food Pantry will be used to help individuals and families who have been impacted by COVID-19. Eloy residents demonstrating need of food and meet the eligibility requirements will receive supplemental food box.

Households eligible to receive the one-time assistance must be able to document that their current financial hardship is due to COVID-19 and have a total household income at/below 185% of Federal Poverty Guideline Income (FPL). CAHRA staff will screen and evaluate households for assistance based on documentation that COVID-19 has had an economic impact resulting in an inability to purchase food, leading to possible malnutrition. Eligible clients must not be receiving supplemental nutrition assistance, like SNAP or WIC. If approved the eligible household will receive an additional food pack, valued up to \$150.

The households will be considered for all CAHRA services available. If eligible, staff will also provide a referral for utility assistance, weatherization/ home repair and the CAHRA diaper program.

Households are to be served on a first come, first serve basis. Households need to be experiencing a financial crisis due to COVID-19, which may include:

- Reduction or loss of income
- Health and safety concern
- Crisis event that can be supported with documentation connecting it to COVID-19

Required documentation –

- Copy of a valid driver's license or other form of identification showing the individual lives at the address to be assisted.
- Documentation regarding economic crisis/impact (i.e. notice from employer regarding closing business or reduction hours, hospitalization, quarantined, childcare/school unavailability.)
- Proof of gross income prior to and current pandemic crisis (for comparison)
- Utility bills - water (electricity and gas will be paid using agencies existing funding.)
- Note: No past due, late notice or eviction notice is required.

Reports will be provided to the City of Eloy as required. Requests for Payment to the city will be made monthly.

Funds Requested:

Assistance to a minimum 200 Eloy Households (\$150 per HH)	\$30,000
--	----------

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: IX.B.

Date: 08/24/2020

Date submitted:
08/17/2020

Action: Formal

Subject: Authorize staff to prepare and solicit a Statement of Qualifications to retain an urban economics consultant to prepare a market analysis as a component of the Downtown Master Plan

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Jerry Stabley, Planning Manager

RECOMMENDATION:

Council authorize staff to prepare and solicit a Statement of Qualifications to retain an urban economics consultant to prepare a market analysis as a component of the Downtown Master Plan

DISCUSSION:

The City Council has discussed the creation of a Downtown Master Plan as an important goal in both the 2019 and 2020 Council retreats. This project is now identified as a project in the City's Capital Projects for fiscal year 2020-21. At their August 12, 2020 meeting, the Downtown Advisory Commission recommended that the City Council direct staff to prepare this solicitation.

Staff is requesting market analysis assistance as a necessary component to underpin the overall vision for the Downtown Master Plan and synchronize the economic development and land use/zoning related recommendations. The focus of the market analysis is the heart of Downtown Eloy: Main Street and its surrounding area, to demonstrate near, mid and long term employment, retail, office and higher density residential components. The intent is to make the Downtown, and its surrounding residential areas, a vibrant economic and residential community in the City. The Downtown Master Plan will fold in this market analysis information with the components of the entire Downtown Study Area.

If approved, Staff intends to develop a draft Statement of Qualifications, which would be reviewed and approved by the Downtown Advisory Commission prior to solicitation. Staff intends to bring its recommendation for consultant selection to prepare the market analysis to the Council in late September or early October.

FISCAL IMPACT:

A total of \$30,000 was included in the FY 2020-21 budget for the Downtown Master Plan.

Approved as to Form:A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney

Downtown Master Plan

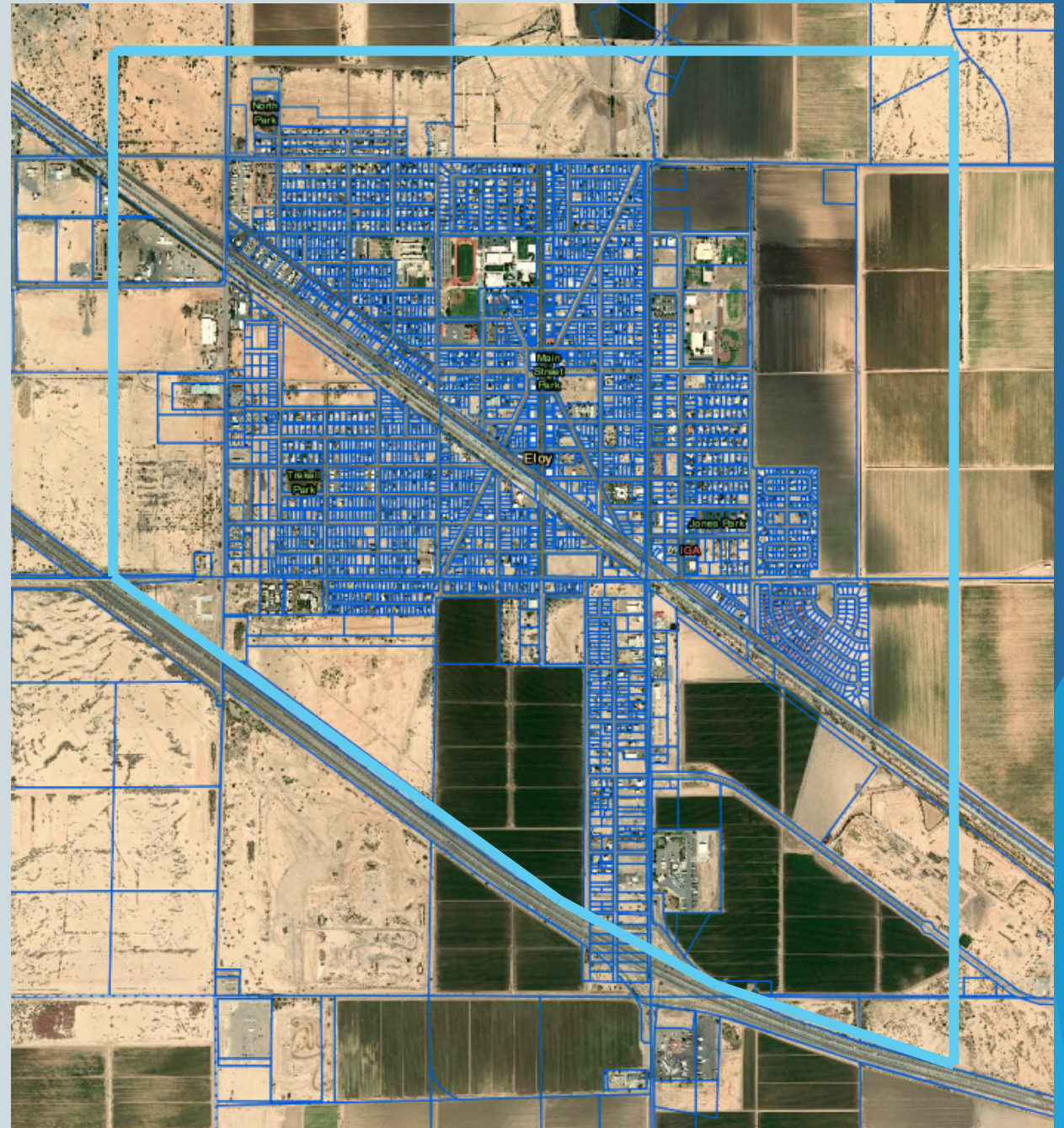
Introduction and Main Street Focus Plan

Community Development



Downtown Master Plan

Study Area



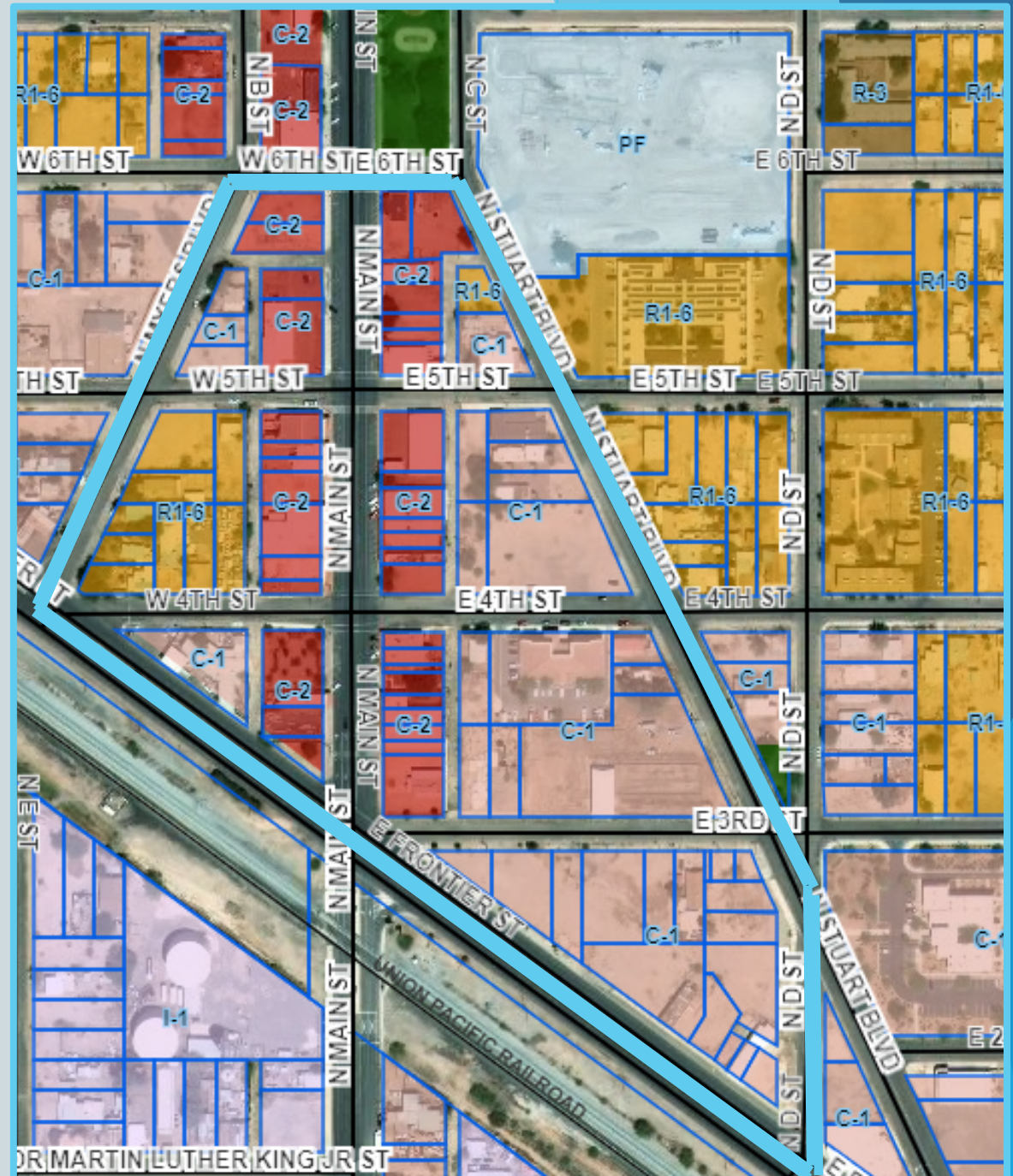
Downtown Master Plan Proposed Focus Plans

- Main Street
- Neighborhoods
- Commercial Opportunities
- Window on Interstate 10

“Most of us need places that matter to us, especially places in our own city, town, village, or neighborhood”

Philip Langdon: Senior Editor, New Urban News

Main Street Focus Plan Study Area



Where We Are Today:

- Positive Aspects
- Challenges

Positive Aspects

- Community Desire to Improve Main Street
- Downtown Master Plan Important Goal in 2019 and 2020 Council Retreats
- Downtown Advisory Commission
- Façade Renovation and Arcade Improvement Project
- ULI Arizona Technical Assistance Panel (2015)
- Proximity to Nikola, SkyDive AZ, Employment in C.G.
- Reasonably Priced Properties

Challenges

- Businesses closing or threatening to close
- Little interest from new tenants
- Empty buildings
- Deteriorating structures
- Very little traffic, vehicle or pedestrian
- Buildings with limited architectural interest

Main Street Revitalization Key Points

American Planning Assoc.:

Downtown Revitalization for Small and Midsized Cities (2018)

- Commit to a Long Term Process
- Develop a Shared Vision
- Recognize and Build on Local Assets
- Build Partnerships
- Create a Quality Pedestrian Environment
- Plan for Mixed Use Projects
- City Staff has a Important Role

Commit to a Long Term Process

- Successful Downtowns Take Decades to Develop
 - Downtown Gilbert Heritage District
 - Great Success
 - Redevelopment Area Started in 1989, 31 Years
 - Their Most Active Area = Eloy Main Street from Frontier to Post Office

Develop a Shared Vision

- What is the brightest probable future?
 - Will we have population and spending power to be similar to Gilbert?
 - Should we aim for a different future?
- Build toward that future as funding becomes available
- How to Achieve?
 - Develop a Main Street Plan
 - Implement as Opportunities Arise

Recognize and Build on Local Assets

- What are the unique features of Eloy's Main Street that will set it apart?
- What will draw people here to live, work, play and invest?
- Decide on a theme and build on it

Build Partnerships

All Need to Commit to Plan and Participate in Implementation:

- Council, Boards, Commissions and Committees
- Merchants
- Property Owners
- City Staff from all Departments

Create a Quality Pedestrian Environment

- Make it Easy and Fun to Walk
 - Large Sidewalks
 - Shade
 - Great Landscaping
 - Easy to Cross Streets
 - Easy to Get to Parking
 - Seating Areas
 - Large Shop Windows

Plan for Mixed Use Projects

Variety of uses will add to Main Street vitality day and night

- Housing
- Professional Offices
- Retail
- Restaurants

City Staff has a Important Role

- Help the City Council, and Community Develop the Vision
- Make Use of over 100 Years of Staff Experience to Develop Many Components of Plan
- Recommend Strategic Purchases of Property
- Implement the Plan

What is the Next Step?

Develop a Shared Vision and a Main Street Plan

- Hire an Urban Economics and Planning Firm:
 - Analyze Existing and Future Conditions
 - What is Main Streets' Brightest Probable Future?
 - Step-by-Step Plan to Get There

Potential Contract Costs

- Staff Estimate: \$50,000
 - \$30,000: Urban Economist
 - \$15,000: AZ Hands-on Urban Experts
 - \$ 5,000: Public Facilitation

Downtown Master Plan Proposed Focus Plans

- Main Street
- Neighborhoods
- Commercial Opportunities
- Window on Interstate 10

Proposed Focus Plans Neighborhoods

- Establish a Proud Eloy Neighborhood Program
 - Names for each neighborhood with signage
 - Competitions on sprucing up
 - Focus more City resources on areas that participate
- Increased focus on removing condemned buildings

Proposed Focus Plans

Commercial Opportunities

- Identify new markets for Downtown businesses
- Work closely with local entrepreneurs and arts community
- Tap into outside resources to determine best practices

Proposed Focus Plans

Window on Interstate 10

- Create a strong link between the Downtown Area and I-10 Freeway
 - Best path
 - Signal on Frontier
 - Directional signage
 - Signage on Freeway
 - Design Guidelines

Questions?

Downtown Master Plan

Community Development



CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **IX.C.**

Date: **08/24/2020**

Date submitted:
08/19/2020

Action: Resolution

Subject: Adoption of Resolution No. 20-1480 increasing the compensation for the Mayor and Council members who are sworn into office after the November 3, 2020 General Election.

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council adopt Resolution No. 20-1480 increasing the compensation for the Mayor and Council members who are sworn into office after the November 3, 2020 General Election.

DISCUSSION:

It has been 12 years since the compensation for the Mayor and Council members were increased. Over the years, the amount of time invested in serving as an elected official has steadily increased, along with an increase in the complexity of local government. While a review of salaries in comparable cities and towns indicated that Eloy was generally in alignment with these communities, additional compensation is merited at this time due to the amount of time required for implementation of increases for newly elected officials.

Currently the Mayor receives \$650.00 per month, the Vice Mayor receives \$550.00 per month and Council Members receive \$450 per month. To reflect increases over the next several years, proposed salary compensation for each official is proposed as follows:

Mayor	\$1,000 per month
Vice Mayor	\$900 per month
Council Members	\$800 per month

Compensation for elected officials is governed by the provisions of A.R.S. Section 9-232.01. In accordance with the interpretation of State Statutes, a city council may not increase its own compensation; therefore, any approved salary increases do not take effect until after the next regular election, which is November 3, 2020.

FISCAL IMPACT:

The FY 2020-2021 budget proposal includes sufficient funding for the increased compensation. Only elected officials sworn into office after November 3, 2020 General Election will receive the increased compensation.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney

Legislative Responsibilities. There are certain responsibilities of a legislative nature that are vested in the office of the mayor in common council municipalities in Arizona. Since the mayor is a member of the council, the mayor has the right to participate in all deliberations of the council in the same manner as any other member and is expected to vote on all matters coming before the council unless a conflict of interest exists. Whether the mayor exercises the right to vote in council meetings will depend on the customs or council procedures of the particular city or town. The mayor also presides over council meetings and may call special meetings of the council if a procedure for calling such meetings has been adopted by the council. Except as may be provided in a city charter, the mayor does not have the power to veto legislation passed by the council.

Ceremonial Responsibilities. The mayor will also be called upon to perform certain duties which can best be described as ceremonial. The mayor is usually the one who acts as spokesperson for the city or town with the press. For example, the mayor may be asked to be present at openings of large facilities to "cut" the ribbon, to issue proclamations declaring such things as Fire Prevention Week and be called upon to give speeches to civic clubs and other such groups. This public posture of the mayor will depend a great deal upon the individual's personality; however, it should be stressed that the willing performance of such functions often helps to create a most favorable impression of city hall as well as to enhance the personal prestige and popularity of the mayor.



A good deal of the public relations work of the community usually falls on the mayor's shoulders. Such activities may involve working with the chamber of commerce in an effort to attract tourists or new industries to the community or making sure that local projects and programs get sufficient publicity in the press.

In the absence of the mayor, the vice mayor usually performs the duties of the mayor, including the executive and legislative responsibilities discussed above.

Compensation

You are certainly not in this job for the money! Most cities and towns provide a minimum salary or none at all

for the mayor and council. The council by ordinance or resolution can specify the salaries for the mayor and council.

A council may not increase its own compensation; therefore, any approved salary increases do not take effect until after the next regular election.

Recall

Your seat on the council is not necessarily secure for the duration of your term of office. All persons holding elected public office in Arizona are subject to the possibility of a recall. The qualified electors of your city or town may cause your removal from office by following these procedures:

1. Petitions signed by a number of electors equal to twenty-five percent of the votes cast for the office subject to recall in the preceding general election must be filed with the city or town clerk requesting that a recall election be called. This petition must include a statement of not more than 200 words explaining the reasons for the recall.
2. After the petitions are filed and the signatures verified by the county recorder, the clerk notifies the officer in writing that a recall petition has been filed. The officer then has ten days in which to file a statement of not more than 200 words defending his or her official conduct. If such a statement is filed, it is printed on the ballot at the time of the recall election.
3. If the officer does not resign within five days after the petition has been filed, the clerk calls a recall election to be held on the next following consolidated election date that is 90 days or more after the order calling the election.
4. The officer's name automatically appears on the ballot at the recall election if the officer does not resign within the five-day period. Other candidates may appear on the ballot through a nomination petition process. The petitions must include names equal to or exceeding 2% of the total votes cast for all candidates for that office at the last election. If more than one member of the council is being recalled, the nomination petition must specify who the challenger is running against. The statements which were contained on the recall petition and on

City of Eloy, AZ
FY 2019-20 Salary Survey

City of Eloy Title	Survey Job Class	Participant Organization	Rate
--------------------	------------------	--------------------------	------

Mayor			
-------	--	--	--

Mayor	Apache Junction, City of	\$12,000
Mayor	Avondale, City of	\$18,250
Mayor	Buckeye, Town of	\$21,000
Mayor	Casa Grande, City of	\$16,298
Mayor	Chandler, City of	\$56,336
Mayor	Chino Valley, City of	\$4,800
Mayor	Coolidge, City of	\$7,200
Mayor	Douglas, City of	\$3,600
Mayor	El Mirage, City of	\$26,760
Mayor	Florence, Town of	\$7,800
Mayor	Gilbert, Town of	\$43,631
Mayor	Kingman, City of	\$9,600
Mayor	Marana, City of	\$21,000
Mayor	Maricopa, City of	\$23,000
Mayor	Mesa, City of	\$73,545
Mayor	Nogales, City of	\$600
	Paradise Valley, Town of	
Mayor	Payson, Town of	\$10,800
	Pinal, County of	
Mayor	Queen Creek, Town of	\$36,966
	Sahuarita, Town of	
Mayor	San Luis, City of	\$21,000
Mayor	Tempe, City of	\$60,544
Mayor	Tolleson, City of	\$21,000
Average:		\$23,606

City of Eloy, AZ
FY 2019-20 Salary Survey

City of Eloy Title	Survey Job Class	Participant Organization	Rate
--------------------	------------------	--------------------------	------

Councilmember

Councilmember	Apache Junction, City of	\$9,600
Councilmember	Avondale, City of	\$9,125
Councilmember	Buckeye, Town of	\$14,400
Councilmember	Casa Grande, City of	\$9,053
Councilmember	Chandler, City of	\$32,744
Councilmember	Chino Valley, City of	\$4,400
Councilmember	Coolidge, City of	\$4,800
Councilmember	Douglas, City of	\$2,400
Councilmember	El Mirage, City of	\$14,040
Councilmember	Florence, Town of	\$5,400
Councilmember	Gilbert, Town of	\$24,239
Councilmember	Kingman, City of	\$6,000
Councilmember	Marana, City of	\$16,404
Councilmember	Maricopa, City of	\$18,000
Councilmember	Mesa, City of	\$40,582
Councilmember	Nogales, City of	\$300
	Paradise Valley, Town of	
Councilmember	Payson, Town of	\$6,000
	Pinal, County of	
Councilmember	Queen Creek, Town of	\$21,934
	Sahuarita, Town of	
Councilmember	San Luis, City of	\$10,800
Councilmember	Tempe, City of	\$30,272
Councilmember	Tolleson, City of	\$14,400

Average: \$14,043

RESOLUTION NO. 20-1480

A RESOLUTION OF THE COUNCIL OF THE CITY OF ELOY, ARIZONA, INCREASING THE COMPENSATION FOR THE MAYOR AND COUNCIL MEMBERS FOR THE CITY OF ELOY; REPEALING ALL PRIOR RESOLUTIONS REGARDING SAME; AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS Section 2-8 of the City Code of the City of Eloy provides that compensation of the Mayor and Council Members are set from time to time by the City Council of the City of Eloy, and pursuant to the provisions of A.R.S. § 9-232.01; and

WHEREAS, the compensation of the Mayor and Council Members of the City of Eloy should be increased to more adequately cover the cost of the time investment and services provided by the officers of the City.

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

Section 1. The following rates, rate components, fees and service charges are hereby established for the Mayor and Council Members of the City of Eloy:

MAYOR:	\$ 1,000 per month
VICE MAYOR:	\$ 900 per month
COUNCIL MEMBERS:	\$ 800 per month

Section 2. The compensation for the officers as set forth in this Resolution shall be effective for officers of the City of Eloy sworn into office after the November 3, 2020 General Election.

Section 3. All prior resolutions on compensation of elected officials for the City of Eloy, which are inconsistent here with are repealed.

PASSED AND ADOPTED by the City Council of the City of Eloy, Arizona this 24th day of August 2020.

Joel G. Belloc, Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Myers, City Clerk

Stephen R. Cooper, City Attorney

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **X.A.**

Date: **08/24/2020**

Date submitted:
08/13/2020

Action: Other

Subject: Council to receive update
from staff on the Eloy Main Street
Renovation Project.

Date requested:
08/24/2020

TO: Mayor and City Council

FROM: Jeff Fairman, Economic Development Specialist

RECOMMENDATION:

Council to receive update from staff on status of the Main Street Facade Improvement project.

DISCUSSION:

Staff will be updating the Council on the improvements that have been and will be taking place on the facades and arcades (overhangs) on the existing buildings located on Main Street, between Frontier Street and 6th Street. To date, all demolition has been completed, the existing tiles, underlayment tar paper has been removed, the underlying plywood has been assessed, and selectively replaced, where needed. New underlayment tar paper has been reapplied, tack strips, flashings and pole penetration repairs are now in place, and new tiles have been partially set and affixed to the arcade. The fascia has also been replaced and re-leveled as needed. The stucco is being cleaned, repaired and repainted on the east side of the street, with the west side starting this process last week. Staff expects this project to be completed by the end of September.

FISCAL IMPACT:

This project is being conducted as per a \$148,700 contract that was awarded by the Council to JC Tarasco Construction & Painting Company in June 2020 (CDD-2020-001).

Approved as to Form:



Stephen R. Cooper, City Attorney



Fiscal Year 2020 - 2021

July 2020 Financial Report



CITY OF ELOY
FISCAL YEAR 2020 - 2021
ENDING JULY 31, 2020

INTRODUCTION

The Finance Department has prepared the quarterly financial report as a means of providing the community, Council, and the organization with an overview of financial information and open transparency.

The primary information provided in the quarterly report is a comparison of the annual budget amounts to actual revenues and expenditures for operating departments. Also included are prior-year comparisons in some areas. All financial information is preliminary, unaudited information reported from the municipal financial system as of the report date. Seasonal variations or actual revenues occurrences in municipal operations may affect the proportion of revenues achieved or expenditures incurred to date.

Notable Updates for this quarter include the following:

Personnel - Vacancies as of the end of July 31, 2020

- Public Safety - 2 Police Officers
- Public Works – 2 Equipment Operators, Public Works Operator Manager, and Chief Utility Plant Operator.
- Community Services – 4 Part-Time Recreation Leaders and 1 Community Service Manager

Departmental Statistics

- Police Department conducted 232 traffic stops, 39 major crime citations, 121 traffic citations, and 1 Municipal citations.
- Community Services served over 512 meals to senior citizens and had over 30 people participate in 8 online activities.
- Public Works repaired potholes throughout the City, Toltec Rd, Sunland Gin Rd, La Palma Rd, Selma Hwy, and Sunshine Blvd. Continued with general clean-up and weed control. Rummel Construction is preparing a quote to construct paving and tie-downs at the Airport. Also, Dibble Engineering is reviewing construction submittals for Airport Taxiway Relocation. Continued to respond to various water leaks, breaks and repairs throughout the City.
- Community Development had processed 24 building permits for new homes and had over 74 code violations.

Financial Update - *(Please note that the figures below are preliminary. Figures below are subject to change during the month end reporting and the fiscal year end process)*

- Through the end of July 31, 2020, the General Fund has received a total of \$1,458,375 while expending \$1,212,008, thus creating a positive variance of \$246,368 or 16.89%. This positive variance is attributed to the City having several vacant positions along with a few revenue categories exceeding budgetary expectations. Intergovernmental revenues (State Sales Tax, State Income Tax, and VLT) were 2% or \$97,537 above projections. This is due to a stronger than anticipated collection in revenue on the State level. Also, the City received a one-time dividend from Arizona Risk Retention Pool in the amount of \$173,313.

CITY OF ELOY
FISCAL YEAR 2020 - 2021
ENDING JULY 31, 2020

Financial Update – Continuation

- As of July 31, 2020, the total City Sales Tax collected is \$593,719 or \$142,474 above budget expectations through July. The Retail Trade and Construction Sales Tax categories continue to show stronger than anticipated revenue collection. The graphs on page 3 and 4 show the growth in these categories.

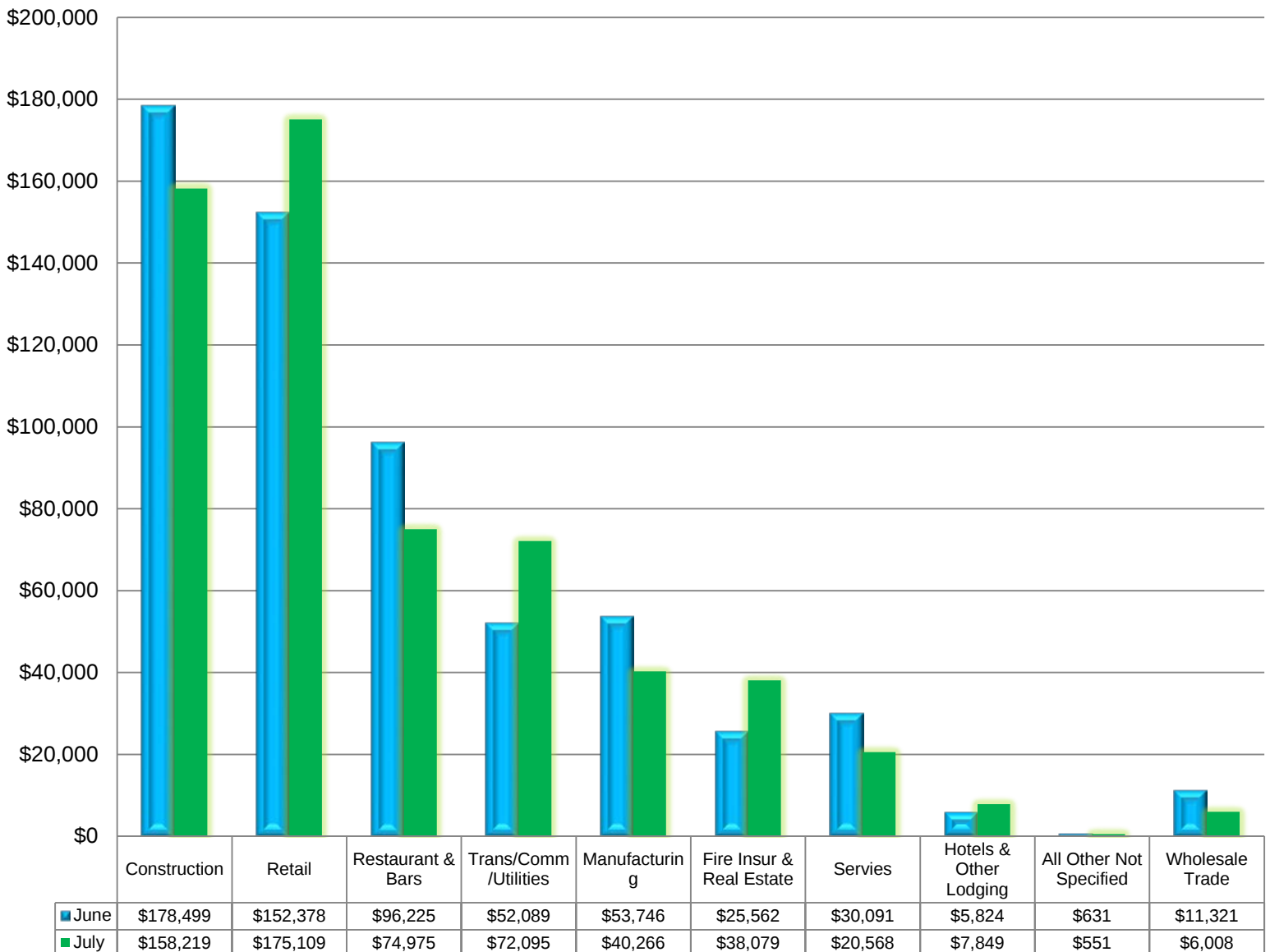
Also, please note that all of the July tax collections for City Sales Tax are classified as June tax collections that were distributed in July. During the closing out of Fiscal Year 2019-2020, any revenue collected in July or August must be reconciled to the correct tax period per government accounting principles. In this case all of July City Sales Tax will be recorded in June. With the continual COVID-19 pandemic and its impact on the state and local economy, current local and state sales taxes will continue to be impacted and reporting of revenue will lag.

- Enterprise Funds are comprised of the Water, Sewer and Sanitation Funds. As of the end of July 2020, the only fund showing a positive variance is the Sanitation Fund of \$11,864. The Water Fund, is showing a negative variance of \$253,624 due to the recording of the semi-annual bond debt payment for WIFA and USDA loans. Water sales for July were \$224,735 compared to \$249,496 in the previous year. The Sewer Fund, is showing a negative variance of \$374,476 due to the recording of the semi-annual bond debt payment for WIFA loans. Sewer fees for July were \$116,913 compared to \$123,886 in the previous year.

CITY OF ELOY
FISCAL YEAR 2020 - 2021
 ENDING JULY 31, 2020

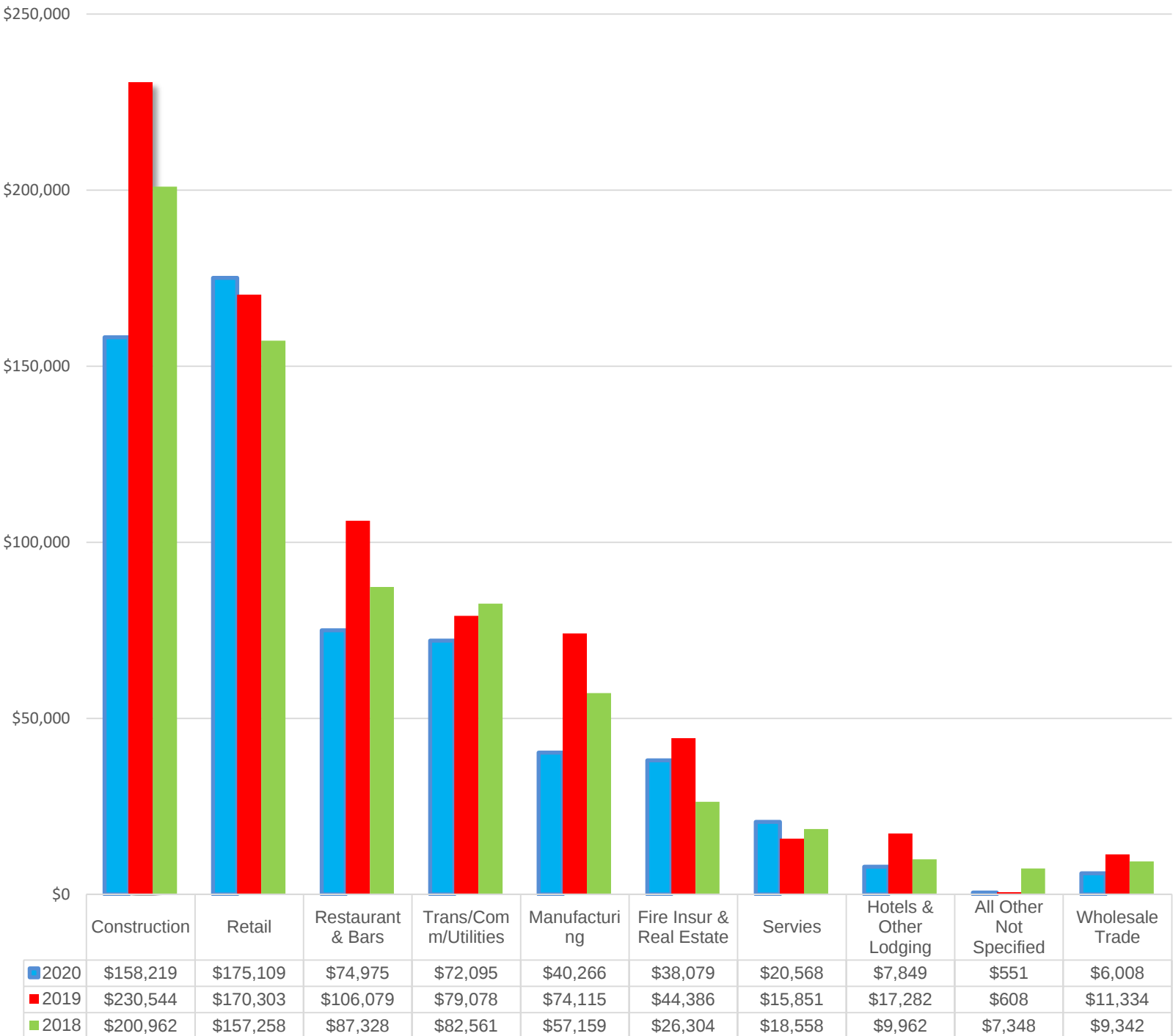
REVENUE	P.Y. 19 - 20 June	F.Y. 20 - 21 June	F.Y. 20 - 21 Year to Date	F.Y 20 - 21 Budget	Anticipated Revenue 06/30/2021
10 - General Fund					
Local Sales Tax	\$ 749,580	\$ 593,719	\$ 593,719	\$ 5,004,950	\$ 5,280,487
State Shared Revenues	\$ 443,999	\$ 561,185	\$ 561,185	\$ 5,563,765	\$ 5,855,847
Property Taxes	\$ 7,405	\$ 6,329	\$ 6,329	\$ 1,158,050	\$ 1,138,235
Permits & Fees	\$ 72,019	\$ 37,635	\$ 37,635	\$ 388,500	\$ 347,397
Other Revenues	\$ 305,987	\$ 259,507	\$ 259,507	\$ 1,212,500	\$ 1,004,543

Local Sales Tax By Category
 July 2020 Compared to June 2020



CITY OF ELOY
FISCAL YEAR 2020 - 2021
 ENDING JULY 31, 2020

LOCAL SALES TAX BY CATEGORY
JULY COMPARISON

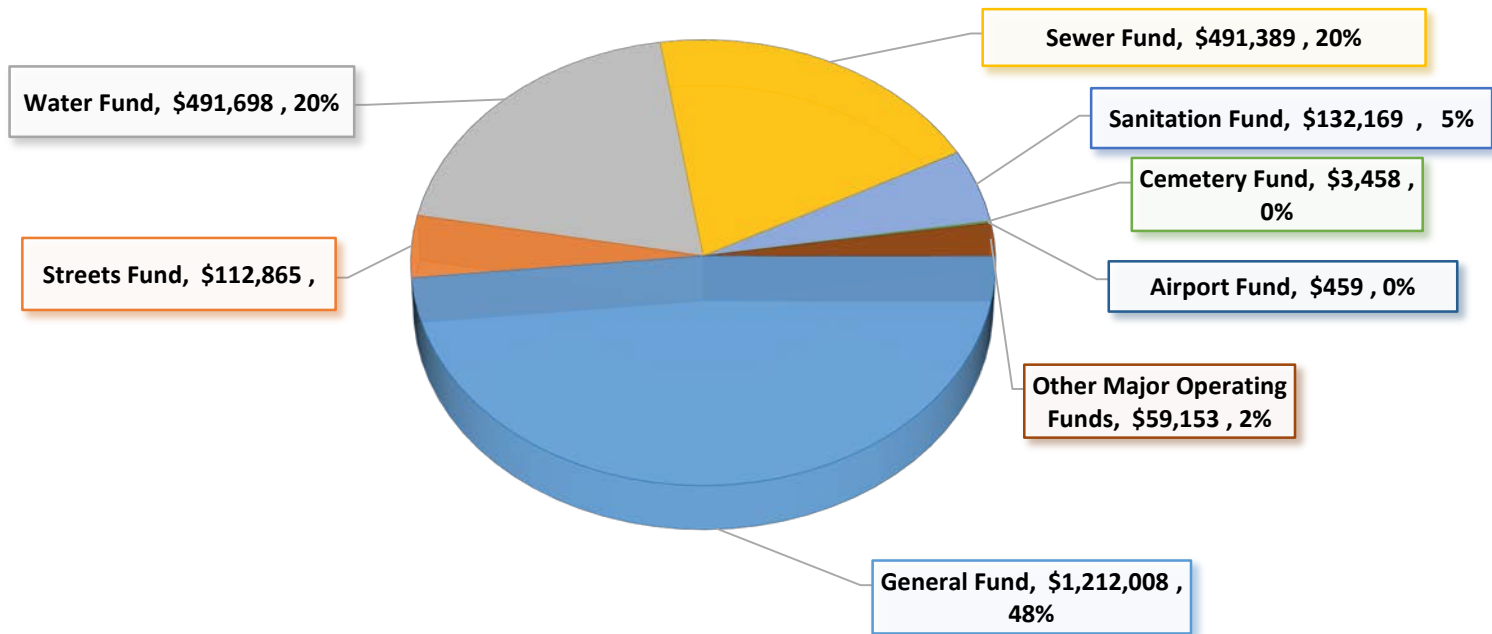


CITY OF ELOY
FISCAL YEAR 2020 - 2021
ENDING JULY 31, 2020

REVENUE	P.Y. 19 - 20 June	F.Y. 20 - 21 June	F.Y. 20 - 21 Year to Date	F.Y 20 - 21 Budget	Anticipated Revenue 06/30/2021
15 - Streets Fund					
HURF	\$ 138,509	\$ 124,537	\$ 124,537	\$ 1,293,255	\$ 1,245,369
1/2 Sales Tax-Pinal	\$ 71,844	\$ 79,296	\$ 79,296	\$ 750,000	\$ 792,961
Other Revenue	\$ 2,958	\$ -	\$ -	\$ 28,000	\$ 21,250
16 - Streets One-Time Fund					
Local Taxes	\$ -	\$ -	\$ -	\$ 210,000	\$ 225,050
19 - Economic/Development Fund					
Local Taxes	\$ -	\$ -	\$ -	\$ 200,750	\$ 215,750
(21- 27) - Impact Fee Funds					
Impact Fees	\$ 4,672	\$ 10,500	\$ 10,500	\$ 110,500	\$ 63,445
(28 - 29) - Police Special Funds					
Impound Fees	\$ 150	\$ 150	\$ 150	\$ 20,000	\$ 18,250
Officer Safety Fees	\$ 578	\$ 436	\$ 436	\$ 3,500	\$ 2,875
33 - Grants Fund					
Police Grants	\$ 20,242	\$ 40,117	\$ 40,117	\$ 569,955	\$ 384,720
Housing Grants	\$ -	\$ 11,097	\$ 11,097	\$ 1,555,000	\$ 295,260
Airport Grants	\$ -	\$ 84,347	\$ 84,347	\$ 5,665,000	\$ 3,493,417
Other Grant Revenue	\$ -	\$ -	\$ -	\$ 4,567,915	\$ 465,000
(38 - 39) - Court Funds					
Court Revenue	\$ 3,920	\$ 3,701	\$ 3,701	\$ 36,000	\$ 44,412
50 - Water Fund					
Water Sales	\$ 249,496	\$ 224,735	\$ 224,735	\$ 2,215,000	\$ 2,292,293
Water Rights - Surprise	\$ 79,600	\$ -	\$ -	\$ 480,000	\$ 200,000
Other Revenue	\$ 7,670	\$ 13,339	\$ 13,339	\$ 96,915	\$ 80,033
53 - Sewer Fund					
Sewer Revenue	\$ 123,886	\$ 116,913	\$ 116,913	\$ 1,398,245	\$ 1,402,959
Other Revenue	\$ 81	\$ -	\$ -	\$ 17,300	\$ 10,000
56 - Sanitation Fund					
Residential/Commercial Fees	\$ 92,572	\$ 97,072	\$ 97,072	\$ 1,139,810	\$ 1,164,865
Landfill Fees	\$ 7,195	\$ 3,342	\$ 3,342	\$ 89,225	\$ 80,104
Other Revenue	\$ 34,988	\$ 43,619	\$ 43,619	\$ 441,125	\$ 475,843
57 - Cemetery Fund					
Burial Fees	\$ 2,050	\$ 14,480	\$ 14,480	\$ 57,750	\$ 75,548
Other Revenue	\$ 3,465	\$ 6,675	\$ 6,675	\$ 37,250	\$ 40,047
58 - Airport Fund					
Hanger Rental	\$ 11,869	\$ 11,764	\$ 11,764	\$ 143,735	\$ 141,169
Other Revenue	\$ 370	\$ 1,336	\$ 1,336	\$ 33,900	\$ 26,533

CITY OF ELOY
FISCAL YEAR 2020 - 2021
ENDING JULY 31, 2020

TOTAL FISCAL YEAR EXPENDITURES



GENERAL FUND As of July 31, 2020

Division/Department	P.Y. 19-20	F.Y. 20-21	FY 20-21 Budget	Forecasted Expenditures thru 6/30/21
City Council	\$ 62,122	\$ 39,675	\$ 236,290	\$ 218,212
Human Resources	\$ 20,896	\$ 21,141	\$ 253,075	\$ 241,005
G.I.S.	\$ 6,694	\$ 13,317	\$ 138,430	\$ 116,776
Animal Control	\$ 17,658	\$ 11,116	\$ 198,920	\$ 105,601
City Clerk	\$ 40,143	\$ 59,635	\$ 525,460	\$ 494,115
Magistrate	\$ 15,837	\$ 31,046	\$ 490,840	\$ 465,684
City Manager	\$ 23,745	\$ 32,363	\$ 367,645	\$ 353,055
Finance	\$ 124,440	\$ 107,282	\$ 892,365	\$ 858,258
Legal	\$ 12,151	\$ 28	\$ 154,845	\$ 136,096
Comm. Develop	\$ 43,471	\$ 66,358	\$ 861,220	\$ 825,783
Park Maint	\$ 35,295	\$ 45,881	\$ 497,880	\$ 458,814
Recreation Programs	\$ 64,680	\$ 54,039	\$ 739,790	\$ 648,472
Library	\$ 25,083	\$ 21,042	\$ 306,675	\$ 252,505
Comm. Service Admin	\$ 44,944	\$ 32,135	\$ 443,085	\$ 391,320
Police Admin.	\$ 157,925	\$ 174,072	\$ 1,285,405	\$ 1,229,382
Field Operations	\$ 251,823	\$ 385,359	\$ 3,553,330	\$ 3,438,585
Vehicle Maint	\$ 21,651	\$ 21,555	\$ 257,635	\$ 233,187
Facility Maint	\$ 21,240	\$ 27,051	\$ 352,870	\$ 334,610
P. W. Admin	\$ 21,062	\$ 22,297	\$ 278,250	\$ 267,563
Transfers	\$ -	\$ -	\$ 7,945,000	\$ 4,878,075
Debt	\$ -	\$ 3,712	\$ 461,600	\$ 445,300
Contingency/Robson	\$ -	\$ 42,905	\$ 1,305,000	\$ 875,000
Total Expenditures	\$ 948,740	\$ 1,212,008	\$ 21,545,610	\$ 17,267,396

CITY OF ELOY
FISCAL YEAR 2020 - 2021
 ENDING JULY 31, 2020

OTHER MAJOR OPERATING FUNDS
As of July 31, 2020

Division/Department	P.Y. 19-20	F.Y. 20-21	FY 20-21 Budget	Forecasted Expenditures thru 6/30/21
Streets Fund	\$ 130,169	\$ 112,865	\$ 2,654,830	\$ 2,557,294
Economic/Development Fund	\$ 7,882	\$ -	\$ 750,000	\$ 475,000
Capital Projects Fund	\$ 16,349	\$ -	\$ 1,758,000	\$ 658,000
Water Fund	\$ 477,661	\$ 491,698	\$ 3,106,915	\$ 3,005,460
Sewer Fund	\$ 487,055	\$ 491,389	\$ 1,415,545	\$ 1,371,318
Sanitation Fund	\$ 125,440	\$ 132,169	\$ 1,670,160	\$ 1,615,398
Cemetery Fund	\$ 4,110	\$ 3,458	\$ 95,000	\$ 82,989
Airport Fund	\$ 1,635	\$ 459	\$ 377,635	\$ 250,459
Impact Fees	\$ -	\$ -	\$ 1,974,550	\$ 250,251
RTA	\$ -	\$ -	\$ 600,000	\$ -
Police Grants	\$ 325	\$ -	\$ 73,000	\$ 15,350
Police	\$ 11,872	\$ 22,599	\$ 467,785	\$ 384,720
Housing	\$ 52,823	\$ 34,331	\$ 425,000	\$ 295,260
Library	\$ -	\$ -	\$ 12,500	\$ -
Airport	\$ 1,220	\$ -	\$ 5,479,750	\$ 3,493,417
Miscellaneous	\$ -	\$ -	\$ 4,012,800	\$ 465,000
Police Facility	\$ -	\$ 2,224	\$ 7,040,000	\$ 5,250,250
WIFA	\$ -	\$ -	\$ -	\$ -
Court	\$ -	\$ -	\$ 116,000	\$ 12,505

Total City-Wide Expenditure Category Breakdown

Expenditure Category	P.Y. 19-20	F.Y. 20-21	F.Y. 20-21 Budget	Amount Unexpended
Salary	\$ 516,124	\$ 809,966	\$ 7,411,955	\$ 6,601,989
Benefits	\$ 285,372	\$ 367,673	\$ 4,141,710	\$ 3,774,037
Operating Expenditures	\$ 189,529	\$ 209,013	\$ 2,364,860	\$ 2,155,847
COVID-19 Expenditures	\$ -	\$ (280)	\$ -	\$ 280
Utilities	\$ 99,812	\$ 11,041	\$ 938,685	\$ 927,644
Travel and Training	\$ 21,851	\$ 1,037	\$ 146,235	\$ 145,198
Equipment Repair and Maintenance	\$ 45,323	\$ 17,728	\$ 511,980	\$ 494,252
Street Repair and Maintenance	\$ 15,000	\$ 2,854	\$ 2,266,500	\$ 2,263,646
Utility System Repair and Maintenance	\$ 8,006	\$ 5,186	\$ 373,930	\$ 368,744
Sanitation Contractual Service	\$ 97,030	\$ 96,628	\$ 1,204,335	\$ 1,107,707
Contractual Services	\$ 129,182	\$ 91,795	\$ 1,669,420	\$ 1,577,625
Community Funding	\$ 38,996	\$ 17,500	\$ 67,200	\$ 49,700
CAP Water Expenditures	\$ 27,123	\$ 28,042	\$ 853,155	\$ 825,113
Debt/Depreciation Expenditures	\$ 774,802	\$ 808,264	\$ 1,514,245	\$ 705,981
Transfer to Other Funds	\$ -	\$ -	\$ 7,948,150	\$ 7,948,150
Grants	\$ 57,473	\$ 34,529	\$ 12,180,915	\$ 12,146,386
Impact Fees Expenditures	\$ -	\$ -	\$ 1,974,550	\$ 1,974,550
Capital Expenditures	\$ 25,082	\$ 2,224	\$ 11,123,690	\$ 11,121,466
	\$ 2,330,705	\$ 2,503,199	\$ 56,691,515	\$ 54,188,316

CITY OF ELOY
FISCAL YEAR 2020 - 2021
ENDING JULY 31, 2020

Fund Balance as of June 30, 2020

Fund	Unassigned	Assigned	Committed	Restricted	
General	\$ 14,516,286	\$ -	\$ -	\$ -	\$ 14,516,286
Streets	\$ -	\$ -	\$ -	\$ 3,452,554	\$ 3,452,554
Streets One-Time	\$ -	\$ -	\$ 828,747	\$ -	\$ 828,747
Econ/Comm Develop	\$ -	\$ -	\$ 656,519	\$ -	\$ 656,519
Grants	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Projects	\$ -	\$ 2,114,935	\$ -	\$ -	\$ 2,114,935
Impact Fees	\$ -	\$ -	\$ -	\$ 1,115,697	\$ 1,115,697
Police Special	\$ 53,983	\$ -	\$ -	\$ -	\$ 53,983
Court	\$ -	\$ -	\$ -	\$ 145,902	\$ 145,902
Special Revenue	\$ -	\$ -	\$ -	\$ 10,574	\$ 10,574
Water	\$ -	\$ -	\$ -	\$ 33,860	\$ 33,860
Sewer	\$ -	\$ -	\$ -	\$ 406,003	\$ 406,003
Sanitation	\$ -	\$ -	\$ -	\$ -	\$ -
Airport	\$ -	\$ -	\$ 540,050	\$ -	\$ 540,050
Cemetery	\$ -	\$ -	\$ 183,015	\$ -	\$ 183,015
Perpetual Care	\$ -	\$ -	\$ -	\$ 134,347	\$ 134,347
	<u>\$ 14,570,269</u>	<u>\$ 2,114,935</u>	<u>\$ 2,208,331</u>	<u>\$ 5,298,937</u>	<u>\$ 24,192,472</u>

***** Please note these are primarily figures and will change with the closing of the fiscal year *****

Restricted - Is reported when constraints are placed on the use of resources are either externally imposed by creditors, grantors, or laws or regulations of other governments.

Committed - Can only be used for specific purposes pursuant to constraints imposed by formal action of the City Council. A resolution or ordinance are equally binding actions for the City Council for this commitment.

Assigned - Is constrained by the government's intent to be used for a specific purposes, but are neither restricted or committed. The City Manager is authorized to assign amounts to a specific purpose in accordance with policy.

Unassigned - Is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications.

CITY OF ELOY
FISCAL YEAR 2020 - 2021
ENDING JULY 31, 2020

Public Works Capital Projects List

	Budget	YTD Actual	Project Status
Sunland Gin and Arica Improve	\$ 100,000	\$ -	In Conceptual Design Phase-Aug 20
Pavement Preservation Project	\$ 300,000	\$ -	Will be done throughout Fiscal Year
Toltec Units 8&9 Improvements	\$ 360,000	\$ -	Completed in Spring of 2021
Battaglia Road (HURF Exch)	\$ 792,615	\$ -	Construction in Spring of 2021
Mobile Traffic Message Board	\$ 50,000	\$ -	One message board has been ordered
Frontier Street Landscape Impr	\$ 33,000	\$ -	SOQ out for design services
Totlec Buttes Rd Bridge Rehab	\$ 30,000	\$ -	City working with CG on project
Toltec Road Double Chip Seal	\$ 800,000	\$ -	Will be completed by end of September
Contingency Reserve-Future Yrs	\$ 210,000	\$ -	No Project has been Identified
Water Tower Improvements	\$ 300,000	\$ -	Staff working on SOQ
Main Street Landscape Enhance	\$ 30,000	\$ -	Deferring project to future year
Street Light Improvements	\$ 100,000	\$ -	Installation will happen in October
Reservoir Rehab	\$ 315,000	\$ -	Complete at the end of 2020
Airport Master Plan	\$ 50,000	\$ -	No start date yet
Airport Improvements	\$ 615,000	\$ -	Rummel will begin in September
Relocation of Taxiway A	\$ 5,000,000	\$ 4,590	Construction to begin in Sept.
Construct Tie Downs & Hangers	\$ 200,000	\$ -	Working on Pricing with contractors
Security Fencing Chainlink	\$ 215,000	\$ -	
	\$ 8,985,615	\$ 4,590	

Public Safety Capital Projects List

	Budget	YTD Actual	
Police Facility Renovation	\$ 7,040,000	\$ 580,199	Phase 1 by October 2020
Patrol Cars for Police	\$ 35,000	\$ -	Have not yet order vehicle
Police Radio Improvements	\$ 80,000	\$ -	Testing radio improvements before finalized
Animal Control Shelter Improve	\$ 40,000	\$ -	Deferred and move costs to FARO
Faro Total Station-Drone	\$ 40,000	\$ -	Order and equipment expected soon
TruNarc Narcotics Analyzer	\$ 35,000	\$ -	Funds to move to radio consoles improvements
Forensic Extraction Software	\$ 25,000	\$ -	Waiting to see if funded by a grant
Pragmatica-Software/hardware	\$ 30,000	\$ -	Awarded thru ACJC Grant
	\$ 285,000	\$ 580,199	

Community Development Capital Projects List

	Budget	YTD Actual	Project Status
Main Street Landscape Enhance	\$ 30,000	\$ -	SOQ is out for response
Shedd Road Landscape Enhance	\$ 200,000	\$ -	SOQ for out for design
Main Street Facade Improvement	\$ 250,000	\$ 39,967	Complete by the end of Sept.
Downtown Master Plan	\$ 35,000	\$ -	Complete by end of March 2021
Dustbowl Implementation Proj	\$ 100,000	\$ -	Complete by end of March 2021
Municipal Airport Bus. Plan	\$ 23,000	\$ -	Complete by end of September
Eloy Wayfinding/Directional	\$ 50,000	\$ -	Complete by end of March 2021
	\$ 688,000	\$ 39,967	

Community Services Capital Projects List

	Budget	YTD Actual	
Playground Replacement	\$ 40,000	\$ -	Will be completed by February 2021
Ballfield Light Replacement	\$ 275,000	\$ -	Will be completed by June 2021
Visitor Center/Chamber Remodel	\$ 65,000	\$ -	Will be completed by May 2021
C.S Lawn Mower Replacement	\$ 15,000	\$ -	Will be completed by December 2020
Sand Volleyball Court	\$ 95,000	\$ -	Will be completed by June 2021
	\$ 490,000	\$ -	

Administration Capital Projects List

	Budget	YTD Actual	
Server & Hardware Replacement	\$ 95,000	\$ -	Will be Complete by 2/21
Technology Replacement	\$ 35,000	\$ -	Ongoing
Census Count	\$ 30,000	\$ -	Ongoing
	\$ 160,000	\$ -	

TOTAL CAPITAL PROJECTS	\$ 10,608,615	\$ 624,755
-------------------------------	----------------------	-------------------