



**PUBLIC NOTICE
THE ELOY CITY COUNCIL**

Meets

MONDAY, APRIL 12, 2021

6:00 PM

ELOY CITY COUNCIL CHAMBERS

595 NORTH C STREET

ELOY, ARIZONA 85131

For a

REGULAR MEETING

AGENDA

I. Call to Order

II. Roll Call

III. Invocation

The invocation shall be voluntarily delivered by an eligible member of a religious/spiritual organization in the incorporated limits of the City of Eloy, Arizona, and shall not exceed three (3) minutes in length. Invocations are not intended to affiliate the City Council with, or express the City Council's preference for, any religious/spiritual organization, or to disparage the religious faith or non-religious view of others. If the selected invocation speaker does not appear at the scheduled meeting, the Mayor may ask for an adult volunteer from the audience to deliver the invocation or call for a moment of silence.

IV. Pledge of Allegiance

V. Public Appearances

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.

A. Scheduled

B. Unscheduled

VI. Reports and Announcements

A. Council Members' Announcements

B. Mayor's Announcements

1. Proclamation declaring April 10 - 16, 2021 as the Week of the Young Child in Eloy

2. Proclamation designating April 2021 as Fair Housing Month within the City of Eloy.

C. City Manager's Announcements

VII. 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 - 3/22/2021 (regular)
- *B. Acceptance of Southwest Border (SWB) Rural and Tribal Assistance Program grant funds in the amount of \$112,551.77 for Cellebrite cell phone downloading equipment and software, TruNarc handheld narcotics analyzers, and Panasonic Toughbook computers. Chris Vasquez
- *C. Reappointment of Judge Roger Valdez as City Magistrate to a two-year term effective April 12, 2021, and set the annual salary of the City Magistrate at \$91,025 per year plus vehicle and communication stipends for the term of office. Harvey Krauss
- *D. Authorization for the City to exercise its option for a one year renewal of the Solid Waste Services Agreement between the City of Eloy and Right of Way Disposal, LLC dated May 26, 2015, under the same Agreement terms and conditions. Harvey Krauss
- *E. Approval of a contract in the amount of \$50,000 with Rounds Consulting Group, Inc. to prepare a market analysis and vision plan for downtown as a component of the Downtown Master Plan. Jon Vlaming
- *F. Authorize the purchase of two (2) PowerEdge R7525 servers from Dell Technologies utilizing the state contract ADSP016-098163 for an amount not to exceed \$56,000. Brian Wright
- *G. Ratification for the additional expenditure of \$19,289.30 to perform drainage and repair work at the intersection of Sunshine and Battaglia Road as part of the Battaglia Road Reconstruction Project. Keith Brown
- *H. Approval of Amendment No. 2 to the Airport Engineering Design and Construction Management Consulting Services Agreement dated April 10, 2017 with Dibble Engineering for a one year renewal of the Consulting Services Agreement expiring on April 13, 2022. Harvey Krauss

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

- A. Authorization to issue a solicitation for a Request for Keith Brown

Proposals to consider privatization of the City of Eloy Landfill.

- B. Authorization for the City to enter into an Agreement with The Hope Coalition dba the Eloy Food Bank for CARES funding to support programs and services related to the impacts of COVID-19 within the City of Eloy.

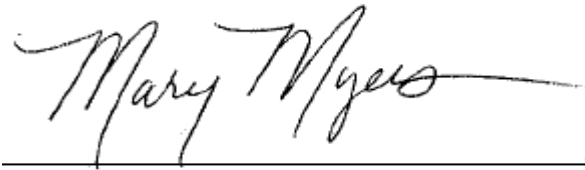
Harvey Krauss

IX. 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).

X. Adjournment

POSTED BY THURSDAY, APRIL 8, 2021, BY 11:30 A.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, appearing to read "Mary Myers", is written over a horizontal line.

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.



PROCLAMATION

Week of the Young Child™ in Eloy

April 10-16, 2021

WHEREAS, all young children deserve quality early learning environments that support them as capable and competent lifelong learners; and

WHEREAS, nurturing parenting, quality and accessible childcare, and early education programs build strong brains during the critical years from birth to age 5; and

WHEREAS, investments in babies and young children has profound impacts on creating a strong and vibrant community; and

WHEREAS, First Things First, Arizona Association for the Education of Young Children and other community organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the 50th anniversary of the Week of the Young Child; and

WHEREAS, these organizations are working to improve equitable early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Eloy; and

WHEREAS, early childhood educators and others who make a difference in the lives of young children deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to the future of Arizona's young children, families, and communities.

NOW, THEREFORE, I, Micah Powell, Mayor of the City of Eloy, Arizona, do hereby proclaim April 10-16, 2021, as the Week of the Young Child in Eloy and encourage all citizens to support and invest in early childhood education in our community.

Micah Powell, Mayor



FAIR HOUSING PROCLAMATION

WHEREAS, The Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 prohibits discrimination in the sale, rental, leasing and finance of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familiar status or national origin; and

WHEREAS, the 1968 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I, Micah Powell, Mayor, do proclaim April as Fair Housing Month in the City of Eloy, Arizona and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Signed this 12th day of April, 2021

Micah Powell, Mayor

**MINUTES OF THE REGULAR MEETING OF
THE ELOY CITY COUNCIL
CITY OF ELOY
595 NORTH C STREET
MARCH 22, 2021
6:00 P.M.**

Staff Present: Harvey Krauss-City Manager; Stephen R. Cooper-City Attorney; Mary Myers-City Clerk; Jon Vlaming-Community Development Director; Brian Wright-Finance Director; Roger Valdez-City Magistrate

I. CALL TO ORDER

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

II. ROLL CALL

Council Members Present: Councilmember George Reuter; Councilmember Sara Curtis; Vice Mayor Andrew Rodriguez; Mayor Micah Powell; Councilmember Dan Snyder; Councilmember Jose Garcia; Councilmember Sylvia Guanajuato Rodriguez

Council Members Absent: None

III. INVOCATION

Mr. Bob Skier gave the invocation.

IV. PLEDGE OF ALLEGIANCE

Councilmember Curtis led the Council and the public in the Pledge of Allegiance.

V. PUBLIC APPEARANCES

A. Scheduled

B. Unscheduled

Mayor Powell conveyed that four people have signed up to speak about agenda item VIII-A. He informed those who signed in the speak that he would allow their comments when the Council get to that item on the agenda.

VI. REPORTS AND ANNOUNCEMENTS

A. Council Members' Announcements

1. Councilmember Snyder gave a brief report on the Pinal Partnership virtual breakfast he attended, along with Mr. Krauss, Mr. Vlaming, Jeff Fairman and Councilmember Curtis last Friday via Zoom. The panel consisted of three home builders who discussed housing growth in Pinal County. The panelists talked about what is driving home prices (material and labor) and encouraged cities to put the permitting process online to speed up the process for residents and businesses.
2. Vice Mayor Rodriguez suggested the city have a 'remembrance ceremony' to recognize city residents who lost their lives to the virus. He said he would be meeting with Mr. Krauss, Mayor Powell and others to select a date for the event

B. Mayor's Announcements

1. Mayor Powell provided the Council and public with the latest COVID-19 data:

Number of cases reported in Pinal County	48,840
Number of deaths reported in Pinal County	834
Number of cases reported in Eloy	3,622
Number of deaths reported in Eloy	41
Number of tests taken in Pinal County	506,462
Number of vaccines administered in Pinal Co.	123,333

Mayor Powell conveyed that Pinal County is now administering the vaccine to anyone 16 years of age and older. Several vaccine clinics were held at city hall where approximately 1,000 local residents received their first shot. He said Robson Ranch also hosted a vaccine clinic. Mayor Powell thanked Sun Life and their staff for administering the vaccines. He pointed out that there would be another vaccine clinic sometime in the future.

2. Mayor Powell hosted the quarterly SCMPO meeting in the council chambers on March 9.
3. Mayor Powell and Vice Mayor Rodriguez met with the new Mexican Consulate, Rafael Durazo. A mobile consulate day will be held in Eloy in June and October at the library. Mayor Powell said the mission of the consulate is to assist residents

with issues and questions. He pointed out that Arizona passed a bill that now accepts Mexican identification cards as valid identification.

4. On March 16, he and Vice Mayor Rodriguez had lunch with the new district one supervisor, Kevin Cavanaugh.
5. Mayor Powell attended the Pinal Regional Transportation Authority meeting via Zoom on March 16.
6. Mayor Powell conveyed that a community cleanup will happen on Saturday, March 27. Volunteers are to meet at the Main Street Park at 7:00 a.m. Mayor Powell encouraged the public to come out to help clean the city.
7. **Proclamation – Cesar Chavez Day**
Mayor Powell announced that Mr. Alejandro Chavez, who is the grandson of Cesar Chavez, is in attendance tonight. Mayor Powell gave a brief overview of Cesar Chavez's life and accomplishments before his death in 1993. Mayor Powell then asked the city clerk to read the proclamation.

The proclamation was read aloud by the city clerk.

Mr. Chavez was presented with the proclamation by Mayor Powell and Vice Mayor Rodriguez.

Mr. Chavez thanked the Council and the city for honoring his grandfather with a proclamation.

C. City Manager's Announcements

1. February Check Register
Mr. Krauss said the report is included in the Council's packet for review or questions.
2. A budget work session is scheduled for Monday, April 5, at 6:00 p.m. Discussion will be on projected revenues for the city next budget year. Another budget work session is scheduled for April 19, at 6:00 p.m. Mr. Krauss said representatives from various organizations will make presentations for funding requests next budget year.

Councilmember Snyder conveyed that at a previous meeting, the Council talked about combining some of the city boards. He wanted to know when does staff plan to bring the boards to the Council for approval.

Mr. Krauss said he would bring the item to the Council at the next meeting.

Vice Mayor Rodriguez thanked Mr. Krauss and the staff for filling the potholes on Alsdorf Road so quickly. He said he receive numerous calls from citizens about the potholes.

VII. CONSENT AGENDA

- A. Approval of Minutes: 3/8/2021 (regular)
- B. Request for approval of a two (2) year time extension for eight (8) preliminary plats (Units: 1, 2, 5, 8, 25, 26, 27, and 28) totaling 1,326 residential lots submitted by B&R Engineering on behalf of Sun Lakes-Casa Grande Development, LLC (Robson Ranch), Case No.: PPE2021-008
- C. Council to consider amending Ordinance No. 20-893 and adopting Ordinance No. 21-902 utilizing the previously adopted overall capacity charge and apportioning it between the water and wastewater fund accounts.

Motion by Councilmember Garcia, seconded by Councilmember Reuter to approve the Consent Agenda items as presented, passed unanimously by roll call vote.

VIII. BUSINESS

- A. ADOPTION OF ORDINANCE NO. 21-904 APPROVING REVISIONS TO THE ELOY CITY CODE PERTAINING TO PORTIONS OF SECTIONS 13-28,13-28.1, 13-28.2, 21-2-3.3, 21-2-5.3, 21-3-1.33 AND 21-9-1 WHICH ADDRESS RECREATIONAL MARIJUANA USE AND FACILITIES.**

Staff Cover Sheet Report: *Council adopt Ordinance No. 21-904 approving revisions to the Eloy City Code pertaining to portions of Sections 13-28,13-28.1, 13-28.2, 21-2-3.3, 21-2-5.3,21-3-1.33 and 21-9-1 which address recreational marijuana use and facilities.*

Proposition 207, the Safe and Smart Arizona Act, was passed by Arizona voters on November 3, 2020. The Act allows for the sale and consumption of recreational marijuana, and it allows communities to address areas of concern with recreational marijuana.

General Issues

- *Individuals that are 21 years and older can grow no more than six marijuana plants in their house provided the plants cannot be viewed by the public and are in a lockable area.*
- *The AZ Department of Health Services will be developing rules and regulations not addressed in Prop. 207.*

- *Prop. 207 does not allow the smoking of marijuana in a public place or open space, or the consumption of marijuana products while operating a vehicle.*
- *An employer can impose a prohibition on its employees use of recreational marijuana and marijuana products.*
- *It is still a felony under Federal statutes to possess and use marijuana.*
- *According to Federal law, anyone using or possessing marijuana is prohibited from possessing or owning a firearm.*

Issues Related to the Zoning Ordinance

The Act allows proposed recreational marijuana establishments to apply for a license from the Arizona Department of Health Services (DHS). Marijuana establishments include all of the following: retail, cultivation and manufacturing of marijuana products. This is a major change from the medical marijuana laws that allowed the city to create separate regulations for dispensaries, cultivation and infusion of medical marijuana.

The Act places restrictions on how localities, which are defined as Cities, Towns or Counties, can regulate marijuana establishments.

The text of the Act states:

“A locality may not enact any ordinance, regulation or rule that: is more restrictive than a comparable ordinance, regulation or rule that applies to nonprofit medical marijuana dispensaries.”

The City must regulate all recreational marijuana establishments with an ordinance that is not more restrictive than our current regulation of medical marijuana dispensaries. However, we are allowed to be more permissive.

The current ordinance requires that all medical marijuana dispensaries have a Conditional Use Permit (CUP). Property owners are only allowed to apply for a CUP in the following zoning districts:

- *General Commercial District (C-2)*
- *Business Park (BP)*
- *Light Industrial (I-1)*
- *General Industrial (I-2)*

In addition, the ordinance specified that medical marijuana dispensaries shall not be located within 1,320 feet of: the same type of use, residentially zoned property, a preschool, kindergarten, elementary, secondary or high school, place of worship, public park, or public community center.

Staff initially proposed that the City regulations for recreational marijuana establishments mirror the rules for medical marijuana dispensaries; however, these requirements were changed based upon input from the Mayor and Council.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing on January 20, 2021. The owner of the land that Eloy's medical marijuana growing facility is located wondered if facilities that process marijuana should be located in places with dense development or where homes are in close proximity. Butane is used in some marijuana processing and the butane has led to explosions, such as the one in Coolidge a few years ago.

The draft ordinance requires an applicant to provide a site plan and a floor plan of the proposed establishment. This information will allow the City Council to determine if processing will take place in the establishment. The Council can cite health, safety or welfare to deny an application for processing in places with dense development or where homes are in close proximity. Conditional Use Permits are approved contingent upon the submitted site and floor plans. If an applicant changes from retail to processing, the Council can hold a hearing to revoke the Use Permit.

The Planning and Zoning Commission recommended approval of the draft ordinance, by a vote of 4 to 1.

Draft City Code: General Regulations

There are enforcement issues that are not covered under the Act. There are no regulations for consuming marijuana on city property. There are prohibitions on smoking marijuana in public places and open spaces, but no mention of the other ways it can be consumed. To address these issues, staff recommends that the following sections be added to the City Code, Chapter 13: Offenses and Miscellaneous Law Enforcement Provisions.

13-28: MARIJUANA:

13-28.1: DEFINITIONS:

CONSUME MARIJUANA, MARIJUANA, OPEN SPACE, PUBLIC PLACE (Please see attached ordinance for definitions)

13-28.2: CONSUMPTION OF MARIJUANA:

- 1. The consumption of marijuana on City owned property, in a public place or open space is prohibited.*
- 2. Penalty Imposed: Any person found guilty of violating any provisions of this code, except as otherwise provided in this code, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not to exceed two thousand five hundred dollars (\$2,500.00) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as hereinabove described.*

Draft City Code: Zoning Ordinance

Conditional Use Permit

Staff is recommending that Marijuana Establishments cannot operate without a Conditional Use Permit. The Act mandates that properties with the following zoning be allowed to apply:

- *General Commercial District (C-2)*
- *Neighborhood Commercial (C-1)*
- *Business Park (BP)*
- *Light Industrial (I-1)*
- *General Industrial (I-2)*

Minimum Separation Requirements

Based on the feedback from the City Council, Staff is recommending the following minimum separations from Marijuana Establishments:

- *Other recreational and/or medical marijuana establishments: 1,320 feet from building to building*
- *Residences: 50 feet from building to building*
- *Preschool, kindergarten, elementary or secondary school, public park, or public community center: 300 feet from property line to property line*
- *High School: 300 ft. from property line to property line*
- *Parks: 50 feet from property line to property line*

FISCAL IMPACT: *If a retail marijuana establishment is located in Eloy, the City will be able to collect regular sales tax on sales to consumers. The City will also receive its portion of state shared transaction privilege tax. The Act does not allow the City to impose a separate excise tax on recreational marijuana products.*

Mr. Vlaming provided the Council and the public with a brief overview of the proposed restrictions, regulations and locations for marijuana establishments. He pointed out that city staff and Council have had several meetings to discuss the passage of Proposition 207. Mr. Vlaming displayed a map showing areas where marijuana facilities could possibly locate in the city. He pointed out that all conditional use applications would need approval by the Council.

At the request of Mayor Powell, Mr. Vlaming explain what a conditional use permit is to the public.

Council asked Mr. Vlaming about:

- *Ability for Council to deny applications*
- *School bus stops (and future bus stops) in the Eloy and Toltec school districts*
- *Number of marijuana dispensaries allowed in the city (1dispensary per every 10 pharmacies)*

Councilmember Reuter conveyed that some people are under the impression that Eloy is going to become the weed capital of Arizona. His understanding is that only one dispensary is permitted per every 10 pharmacies in a city. So, Eloy could only have one dispensary because there is only one pharmacy in the city. Councilmember Reuter pointed out that Proposition 207 was passed by Arizona voters last November and he swore an oath on the Constitution of Arizona and respect the passage. He also conducted a small survey and received 140 responses. Half of the responses came from Eloy Proper and the other half came from Toltec and Robson Ranch. Councilmember Reuter stated that 83.6% supported easing restrictions on the marijuana business because of the recent passage. Seventy-five percent (75%) believes medical and recreational marijuana should be treated the same. Sixty percent (60%) of the people wants the facility out of the sight of schools and 72.9% surveyed believed that churches should not influence the city restrictively when it comes to politics and (inaudible) government. Councilmember Reuter said a number of people reached out to him on Facebook to tell him that their family members use THC and CDB products for glaucoma and cancer. He and Councilmember Curtis also are aware of a number of military personnel who did not commit suicide because of marijuana products.

It was at this time that Mayor Powell allowed the public to speak on the proposed ordinance.

The following people voiced opposition to the ordinance:

- Pastor Ken Blondeaux – 1458 N. Fairway Drive
- Ms. Mary Pryor – 4514 W. Pueblo Drive
- Pastor Debbie Miller – 3455 W. Romano Drive
- Mr. Conrad Tolson – 4277 W. Winslow Way

Those who spoke asked the Council to:

- Extend the setback minimum for marijuana facilities
- Have a larger separation from schools and residences
- Permit marijuana facilities in the industrial area only
- Keep Eloy a family-friendly community
- Keep the existing setbacks for recreational marijuana the same as medical marijuana (1320 feet).

Mr. Vlaming reminded the Council that the conditional use permit requires the applicant to notify all of the property owners within 300 feet. This has to occur prior to the applicant coming to the Planning and Zoning Commission. He said the application has to go to the Planning and Zoning Commission as a noticed public hearing as well as the Council.

There being no further comments from the public, Mayor Powell called for a motion to read the ordinance by title only.

Motion by Vice Mayor Rodriguez, seconded by Councilmember Reuter to read Ordinance No. 21-904 by title only, passed unanimously,

The city clerk read the ordinance title into the record.

Mayor Powell called for a motion.

Motion by Councilmember Reuter, seconded by Vice Mayor Rodriguez to adopt Ordinance No. 21-904 as presented, passed 5 to 2 by the following roll call votes:

Yea: Councilmember Reuter; Vice Mayor Rodriguez; Councilmember Guanajuato Rodriguez; Mayor Powell; Councilmember Curtis

Nay: Councilmember Garcia; Councilmember Snyder

B. AUTHORIZE STAFF TO CONDUCT A SOLICITATION FOR A REQUEST FOR INFORMATION (RFI) PROCESS TO CONSIDER RETAINING A DEVELOPER/TEAM TO REVIEW AND CONSIDER THE FUTURE DEVELOPMENT/REVITALIZATION/REDEVELOPMENT OF THE DUST BOWL THEATRE AND ITS SURROUNDING PROPERTY.

Staff Cover Sheet Report: *Council authorize staff to conduct a solicitation for a Request for Information (RFI) process to consider retaining a developer/team to review and consider the future development/revitalization/redevelopment of the Dust Bowl Theatre and its surrounding property.*

The City would like to take this opportunity to gauge the interest among the private development community to determine an appropriate fiscal, creative, and sustainable solution for the Dust Bowl Theatre and its surrounding property. If approved, the City will be seeking a developer/team to develop, revitalize and/or redevelop two parcels and a portion of a third parcel owned by the City with uses that foster its vision of a vibrant, sustainable Downtown. These parcels total approximately 0.25 acres and are located at the northwest corner of Main Street and Frontier Street-a strategic site in the City's Downtown. One parcel (Assessor Parcel Number (APN 405-02-2810) is vacant, one parcel (405-02-2820) consists of a vacant abandoned and aged theater, and the portion of the third parcel (APN 405-02-283A) contains an existing structure that currently houses the Eloy Veteran's Center. The remaining portion of the third parcel contains Veteran's Heritage Park (which will be retained in its existing condition).

FISCAL IMPACT: *The direct fiscal impact of this request is zero, as the City will not incur any costs associated with the review and consideration of submitted Requests for Interest (RFI). The indirect fiscal impact of this request cannot be determined at this time.*

Mr. Vlaming gave a brief PowerPoint presentation on staff's request to solicit Request for Information for the Dust Bowl Theatre and surrounding property.

Vice Mayor Rodriguez inquired about the timeline for staff to receive and review the solicitations.

Mr. Vlaming said it would depend on the number of responses received.

Councilmember Curtis conveyed that the Council recently heard a presentation from Mr. Schwann about the theatre. She asked Mr. Cooper is the city required to go out for public solicitation before agreeing to anything.

Mr. Cooper said there is no set in stone policy. He said if the city is looking for a public/private or a private partnership, a request for proposals is needed to eliminate any appearance of the city giving someone a sweetheart deal.

Mayor Powell wanted to know is Mr. Schwann's presentation to the Council considered a submittal or would he need to resubmit.

Mr. Vlaming said there will be specific requirements for bidders to adhere to, which Mr. Schwann is welcome to submit a proposal at that time.

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

Motion by Vice Mayor Rodriguez, seconded by Councilmember Snyder to authorize staff to conduct a solicitation for a Request for Information (RFI) process to consider retaining a developer/team to review and consider the future development/revitalization/redevelopment of the Dust Bowl Theatre and its surround property, passed unanimously by roll call vote.

IX. EXECUTIVE SESSION

Motion by Vice Mayor Rodriguez, seconded by Councilmember Garcia to hold an executive session at approximately 7:08 p.m., with the city attorney, city manager, community development director and city clerk for approximately 30 minutes for item A and approximately one hour with the city magistrate only for item B. The motion passed unanimously.

- A. Discussion of legal matters/consultation with City Attorney, City Staff and/or the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, pursuant to A.R.S. '38-431.03 (A) (3) and (4). (7:15 p.m. - 7:43 p.m.)

- B. Performance evaluation including discussion and/or negotiation of salary and/or an employment contract of a public officer - City Magistrate, 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). **(7:46 p.m. – 8:45 p.m.)**

Mayor Powell reconvened the public meeting at approximately 8:45 p.m.

Motion by Councilmember Garcia, seconded by Councilmember Guanajuato Rodriguez to extend the executive session at approximately 8:46 p.m. with the city magistrate for approximately 20 minutes, passed unanimously. **(8:46 p.m. – 9:06 p.m.)**

Mayor Powell reconvened the public meeting at approximately 9:06 p.m.

Motion by Councilmember Garcia, seconded by Councilmember Guanajuato Rodriguez to extend the executive session at approximately 9:07 p.m. with the city magistrate for approximately 20 minutes, passed unanimously. **(9:07 p.m. – 9:16 p.m.)**

Mayor Powell reconvened the public meeting at approximately 9:16 p.m.

X. ADJOURNMENT

There being no further business, Mayor Powell adjourned the meeting at approximately 9:16 p.m.

Micah Powell, Mayor

ATTEST:

Mary Myers, City Clerk

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.B.**

Date: **4/12/2021**

Date submitted:
03/16/2021

Action: Formal

Subject: Acceptance of Southwest Border (SWB) Rural and Tribal Assistance Program grant funds in the amount of \$112,551.77 for Cellebrite cell phone downloading equipment and software, TruNarc handheld narcotics analyzers, and Panasonic Toughbook computers.

Date requested:
4/12/2021

TO: Mayor and City Council

FROM: Brian Jerome, Lieutenant

RECOMMENDATION:

Council authorize the City to accept and expend the Southwest Border (SWB) Rural and Tribal Assistance Program grant in the amount of \$112,551.77 for Cellebrite cell phone downloading equipment and software, TruNarc handheld narcotics analyzers, and Panasonic Toughbook computers.

DISCUSSION:

On March 9, 2021, the Eloy Police Department received approval of an application to the Southwest Border Rural and Tribal Assistance Program for \$112,551.77 in grant funds. These funds will allow the Eloy Police Department to purchase Cellebrite cell phone downloading equipment and software, two TruNarc handheld narcotics analyzer units, and eight Panasonic Toughbook computers. The cell phone downloading equipment is used by the Criminal Investigations Division to forensically analyze cell phones for evidence. The TruNarc handheld narcotics analyzer units will allow patrol officers to quickly analyze for over 498 controlled substances in a single, definitive test. The Panasonic Toughbook computers will be issued to staff in the Criminal Investigations Division and Vehicular Crimes Unit for use in the field.

FISCAL IMPACT:

There is no fiscal impact. The equipment purchased through this grant is reimbursed 100% and matching funds are not required.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper". The signature is fluid and cursive, with a horizontal line extending from the end.

Stephen R. Cooper, City Attorney

Rick S. Gregory
Chairman

Emory B. Williams
Founder

Gina W. Hartsfield
President and CEO

March 9, 2021

Chief Chris Vasquez
City of Eloy Police Department
630 North Main Street
Eloy, AZ 85131

Dear Chief Vasquez:

It is my pleasure to inform you that the City of Eloy Police Department has been selected by the Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice, as a candidate to receive a subaward under the **Southwest Border (SWB) Rural and Tribal Assistance Program** solicitation released by the Institute for Intergovernmental Research (IIR) on behalf of BJA and in accordance with BJA Grant Number 2019-MU-BX-K002.

The subaward is a federal award provided by a pass-through entity, IIR, to a subrecipient, your agency, by which funding is made available through a **reimbursement process**. The amount of the subaward approved by BJA is up to **\$112,551.77** for the following items: Cellebrite cell phone downloading equipment with software, TruNarc handheld narcotics analyzer units and on-site TruNarc instructor-led training, and the Panasonic Toughbook computers. After a competitive review, BJA did not approve the Cellebrite certification training for two officers. This training can be requested through BJA's National Training and Technical Assistance Center ([NTTAC](#)), which provides specialized no-cost training by national experts.

This is a provisional award letter. Your final award is contingent upon executing a subaward agreement with IIR that sets forth the specific terms and conditions of this award. Review the attached Agency Documentation Checklist and submit the requested documentation to IIR so that we may prepare your subaward agreement. IIR will review the submitted information and reach out to you to address any concerns identified in the review process.

If you need any assistance as you complete and submit the requested documentation, please submit your questions through the SWB website [Contact Us](#) form, which can be found at <https://southwestborder.ncirc.gov/Contact-Us>, by email to swb@ncirc.gov, or by phone at (850) 385-0600 (specify the Southwest Border Rural Law Enforcement Assistance Program).

Congratulations! We look forward to working with you.

Sincerely,



Gina Hartsfield
President and CEO

GH:lc
Attachments

Southwest Border Rural Law Enforcement Assistance Program

Overview of Reimbursement Process

The agency will submit three comparative vendor quotes (if three vendors are available) to *IIR* for each category of equipment or resources to be purchased for this subaward with a justification as to which quote the agency has selected and, if applicable, an explanation if less than three quotes are provided. *IIR* will review the documents submitted, request additional information as necessary, and notify the agency of approval to purchase the equipment/resources. Upon notification of *IIR*'s approval to purchase equipment/resources, the agency will complete the purchasing process. Once the approved items are purchased, the agency will prepare an invoice using the invoice template provided by *IIR*. The agency's invoice will be submitted with a copy of the vendor's (vendors') invoice(s) to *IIR* for reimbursement using the submission options listed on page 3.

Agency Documentation Checklist

To meet federal subaward requirements and to help inform the content of the subaward agreement with *IIR*, the following is a checklist of documents that the agency will need to prepare and submit to *IIR* before final approval of the subaward. Included with this checklist are forms and materials to assist you in preparing the required documentation. Below the checklist are submission options.

✓	Requested Documentation	Description
	1. Agency Coordinator Designation Form	Appendix A contains a form that the agency must complete and submit to <i>IIR</i> . This form asks the agency to identify two primary points of contact within the agency—a Project Coordinator and a Financial Coordinator.
	2. Applicant Agency Certification Sample Language	Appendix B contains sample language for the agency to customize when developing the agency's certification letter.
	3. U.S. Department of Justice (DOJ) Accounting System Financial and Capability Questionnaire	Appendix C contains DOJ's financial questionnaire designed to meet certain federal requirements, including those set out in the Part 200 Uniform Requirements (2 CFR Part 200).
	4. Audited Financial Statements	A copy of the most recent financial audit should be forwarded to <i>IIR</i> . If the agency's financial statements are not audited, then internal financial statements for the most recent year (fiscal or calendar) should be forwarded to <i>IIR</i> .
	5. IRS Form W-9 <i>Request for Taxpayer ID Number</i>	Appendix D contains IRS Form W-9, which should be completed and returned to <i>IIR</i> .
	6. Automated Clearing House (ACH) Enrollment Form for Direct Deposit/Payment	Appendix E contains a direct deposit form. <i>IIR</i> offers payment by either direct deposit or check. If the agency wishes to use direct deposit, complete the form in Appendix F. For agencies using direct deposit, <i>IIR</i> will email the individual designated on the form when payments to the agency are generated. If the completed form is not returned to <i>IIR</i> , payment will automatically be made by check.

Agencies may submit the above documentation through one of the following methods.

- Online Upload Portal: <http://s.iir.com/swb-document-upload>
- Email: swb@ncirc.gov
- Fax: **IIR: SWB Rural Law Enforcement Assistance Program
Fax Number: (850) 422-3529**
- Postal Mail: **Institute for Intergovernmental Research
Attention: SWB Rural Law Enforcement Assistance Program
Post Office Box 12729
Tallahassee, FL 32317-2729**
- UPS/FedEx: **Institute for Intergovernmental Research
Attention: SWB Rural Law Enforcement Assistance Program
2050 Centre Pointe Boulevard
Tallahassee, FL 32308**



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name:

Street1:

Street2:

City:

State:

Zip Code:

2. Authorized Representative's Name and Title:

Prefix: First Name:

Middle Name:

Last Name:

Suffix:

Title:

3. Phone:

4. Fax:

5. Email:

6. Year Established:

7. Employer Identification Number (EIN):

8. DUNS Number:

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

Defense Contract Agency Audit (DCAA)

Other Audit & Agency (list type of audit):

None (if none, skip to question 13)

11. Most Recent Audit Report Issued: Within the last 12 months Within the last 2 years Over 2 years ago N/A

Name of Audit Agency/Firm:

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

Unqualified Opinion Qualified Opinion Disclaimer, Going Concern or Adverse Opinions N/A: No audits as described above

Enter the number of findings (if none, enter "0"):

Enter the dollar amount of questioned costs (if none, enter "\$0"):

Were material weaknesses noted in the report or opinion? Yes No

13. Which of the following best describes the applicant entity's accounting system:

Manual Automated Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes No Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes No Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes No Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	Yes	No	Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	Yes	No	Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	Yes	No	Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS			
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	Yes	No	Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	Yes	No	Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	Yes	No	Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	Yes	No	Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	Yes	No	Not Sure
TRAVEL POLICY			
24. Does the applicant entity: (a) maintain a standard travel policy? (b) adhere to the Federal Travel Regulation (FTR)?	Yes Yes	No No	
SUBRECIPIENT MANAGEMENT AND MONITORING			
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	Yes	No	Not Sure N/A - Applicant does not make subawards under any OJP awards



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	Yes No Not Sure N/A - Applicant does not make subawards under any OJP awards
DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES	
28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.) If "Yes", provide the following: (a) Name(s) of the federal awarding agency: (b) Date(s) the agency notified the applicant entity of the "high risk" designation: (c) Contact information for the "high risk" point of contact at the federal agency: Name: Phone: Email: (d) Reason for "high risk" status, as set out by the federal agency:	Yes No Not Sure
CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY (Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)	
On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.	
Name:	Date:
Title: Executive Director Chief Financial Officer Chairman Other:	
Phone:	



CITY OF ELOY

ARIZONA

March 22, 2021

Institute for Intergovernmental Research
Attention: SWB Rural Law Enforcement Assistance Program
Post Office Box 12729
Tallahassee, FL 32317

The **City of Eloy** serves as the applicant agency for the Southwest Border Rural Law Enforcement Assistance Program. As the authorized representative of the applicant organization, I assure the following:

- Federal funds made available through this award will not be used to supplant state, local, or tribal funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities addressed in the application.
- There has been appropriate coordination with all affected agencies.
- The Project Coordinator will agree to work with the Institute for Intergovernmental Research and the Bureau of Justice Assistance.

Sincerely,

Micah Powell
Mayor



ACH Enrollment Form

This form is used for Automated Clearing House (ACH) payments to provide payment-related information for your financial institution. It is good practice to check with your financial institution to confirm funds have been deposited to your account. Information on this form may be subject to additional verification, if needed.

VENDOR INFORMATION (Remit Address)

New Request



Change Request

Vendor Name City of Eloy		Taxpayer ID (required) 86-6000662	
Address 595 N. "C" Street, Suite 104	City Eloy	State AZ	ZIP Code 85131
Accounting Contact Name Brian Wright		Contact Number (520) 464-3425	
Email address - *required to receive remittance notification bwright@EloyAZ.gov			

FINANCIAL INSTITUTION INFORMATION

Checking Account



Savings Account

Bank Name Great Western Bank			
Address 712 N. Main Street	City Eloy	State AZ	ZIP Code 85131
Account Name General Fund	ACH Routing Number (9 digits)*	Account Number*	

Authorization – I agree that I am responsible for notifying IIR of any changes to the information provided above. I agree to immediately return any erroneous payments that may occur as a result of payment via ACH. I certify that the information provided on this form is true and correct and that I, as an authorized representative of the above-named organization, hereby authorize IIR to electronically deposit payments to the above-designated bank account. This authority remains in full force until written notice of change or cancellation is received by IIR. IIR reserves the right to cancel or suspend this authorization at any time.

DATE: _____

Sign above; print name and title:

Micah Powell, Mayor

* An image of a voided check (with ACH routing number) or bank confirmation letter reduces data entry issues and errors.

City of Eloy, Arizona
Single Audit Reporting Package
Year Ended June 30, 2019

**CITY OF ELOY, ARIZONA
SINGLE AUDIT REPORTING PACKAGE
FOR THE YEAR ENDED JUNE 30, 2019**

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**Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of
Financial Statements Performed in Accordance with
Government Auditing Standards**

Independent Auditor's Report

Honorable Mayor and Members of the City Council
City of Eloy, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Eloy, Arizona, as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise City of Eloy, Arizona's basic financial statements, and have issued our report thereon dated December 18, 2019. Our report included an emphasis of matter paragraph as to comparability because of the implementation of Governmental Accounting Standards Board Statement No. 88.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Eloy, Arizona's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Eloy, Arizona's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Eloy, Arizona's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Eloy, Arizona's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Phoenix, Arizona
December 18, 2019

**Report on Compliance for Each Major Federal Program;
Report on Internal Control Over Compliance; and
Report on Schedule of Expenditures of Federal Awards
Required by the Uniform Guidance**

Independent Auditor's Report

Honorable Mayor and Members of the City Council
City of Eloy, Arizona

Report on Compliance for Each Major Federal Program

We have audited City of Eloy, Arizona's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of City of Eloy, Arizona's major federal programs for the year ended June 30, 2019. City of Eloy, Arizona's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of City of Eloy, Arizona's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about City of Eloy, Arizona's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of City of Eloy, Arizona's compliance.

Opinion on Each Major Federal Program

In our opinion, City of Eloy, Arizona complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of City of Eloy, Arizona is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered City of Eloy, Arizona's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of City of Eloy, Arizona's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund of City of Eloy, Arizona as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise City of Eloy, Arizona's basic financial statements. We issued our report thereon dated December 18, 2019, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Phoenix, Arizona
December 18, 2019

CITY OF ELOY, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Fiscal Period 7/1/2018 - 6/30/2019

<i>Federal Awarding Agency/Program Title</i>	<i>Federal CFDA Number</i>	<i>Name of Funder Pass-Through Entity</i>	<i>Identifying Number Assigned By Funder Pass-Through Entity</i>	<i>Federal Expenditures</i>	<i>Federal Program Total</i>	<i>Cluster Name</i>	<i>Cluster Total</i>
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT							
COMMUNITY DEVELOPMENT BLOCK GRANTS/STATE'S PROGRAM AND NON-ENTITLEMENT GRANTS IN HAWAII	14.228	ARIZONA DEPARTMENT OF HOUSING	150-17, 118-19, 133-18	\$574,112	\$574,112	N/A	\$0
HOME INVESTMENT PARTNERSHIPS PROGRAM	14.239	ARIZONA DEPARTMENT OF HOUSING	301-17, 303-18, 307-19	\$561,583	\$561,583	N/A	\$0
TOTAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				<u>\$1,135,695</u>			
DEPARTMENT OF TRANSPORTATION							
AIRPORT IMPROVEMENT PROGRAM	20.106	GOVERNOR'S OFFICE OF HIGHWAY SAFETY	2019-CIOT-009	\$323,337	\$323,337	N/A	\$0
NATIONAL PRIORITY SAFETY PROGRAMS	20.616			\$1,000	\$1,000	HIGHWAY SAFETY CLUSTER	\$1,000
TOTAL DEPARTMENT OF TRANSPORTATION				<u>\$324,337</u>			
ENVIRONMENTAL PROTECTION AGENCY							
CAPITALIZATION GRANTS FOR CLEAN WATER STATE REVOLVING FUNDS	66.458	WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA	910164-15	\$660,817	\$660,817	CLEAN WATER STATE REVOLVING FUND CLUSTER	\$660,817
CAPITALIZATION GRANTS FOR DRINKING WATER STATE REVOLVING FUNDS	66.468	WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA	920256-15	\$2,576,225	\$2,576,225	DRINKING WATER STATE REVOLVING FUND CLUSTER	\$2,576,225
TOTAL ENVIRONMENTAL PROTECTION AGENCY				<u>\$3,237,042</u>			
EXECUTIVE OFFICE OF THE PRESIDENT							
HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM	95.001	ARIZONA DEPARTMENT OF HOMELAND SECURITY	18-AZDOHS-OPSG-180428-01	\$90,133	\$90,133	N/A	\$0
TOTAL EXECUTIVE OFFICE OF THE PRESIDENT				<u>\$90,133</u>			
DEPARTMENT OF HOMELAND SECURITY							
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA DEPARTMENT OF HOMELAND SECURITY	17-AZDOHS-SPSG-170429-01	\$286,019	\$286,019	N/A	\$0
TOTAL DEPARTMENT OF HOMELAND SECURITY				<u>\$286,019</u>			
TOTAL EXPENDITURE OF FEDERAL AWARDS				<u><u>\$5,073,226</u></u>			

The accompanying Notes to the Schedule of Expenditures of Federal Awards are an integral part of the schedule.

CITY OF ELOY, ARIZONA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Fiscal Period 7/1/2018 - 6/30/2019

Significant Accounting Policies Used in Preparing the SEFA

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of the City of Eloy, Arizona under programs of the federal government for the year ended June 30, 2019. The information in the Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City. Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the applicable Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Any negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

10% De Minimis Cost Rate

The auditee did not use the de minimis cost rate.

Catalogue of Federal Domestic Assistance Numbers

The program titles and CFDA numbers were obtained from the federal or pass-through grantor or the 2019 Catalog of Federal Domestic Assistance. When no CFDA number had been assigned to a program, the two-digit federal agency identifier, a period, and the federal contract number were used. When there was no federal contract number, the two-digit federal agency identifier, a period, and the word unknown were used.

**CITY OF ELOY, ARIZONA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2019**

Summary of Auditor's Results:

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Significant deficiency(ies) identified: No
- Material weakness(es) identified: No

Noncompliance material to financial statements noted: No

Federal Awards

Internal control over major programs:

- Significant deficiency(ies) identified: No
- Material weakness(es) identified: No

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with §200.516 of Uniform Guidance: No

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
66.468	Drinking Water State Revolving Fund Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee: No

Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards*: No

Findings and Questioned Costs Related to Federal Awards: No

Summary Schedule of Prior Audit Findings required to be reported: No

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

City of Eloy

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

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

☒ Other (see instructions) ►

City Government

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

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

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

5 Address (number, street, and apt. or suite no.) See instructions.

595 North "C" Street, Suite 104

6 City, state, and ZIP code

Eloy, AZ. 85131

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

 - -

or

Employer identification number

8 6 - 6 0 0 0 6 6 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

B. M. J. T.

Date ► 3-9-2021

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Appendix A

Agency Coordinator Designation Form

Agency Name: _____

Mailing address where notices can be sent:

Address 1: _____

Address 2: _____

City/State/ZIP: _____

The following individuals have been designated to serve as the Project Coordinator and the Financial Coordinator on behalf of the agency for the purposes of this subaward.

Project Coordinator—All official, nonfinancial-related communications related to the agency's project should come from a Project Coordinator named below who will serve as the official project coordinator of record.

Name: _____ Title: _____

Email: _____ Phone: _____

Financial Coordinator (if different from above)—All financial or reporting-related communications related to the agency's project should come from either the Project Coordinator named above or a separate designated point of contact as noted below.

Name: _____ Title: _____

Email: _____ Phone: _____

The coordinators listed on this form are designated and authorized by the following agency head:

Signature

Date

Printed Name

Title

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.C.**

Date: **4/12/2021**

Date submitted:
03/25/2021

Action: Formal

Subject: Reappointment of Judge Roger Valdez as City Magistrate to a two-year term effective April 12, 2021, and set the annual salary of the City Magistrate at \$91,025 per year plus vehicle and communication stipends for the term of office.

Date requested:
4/12/2021

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council appoint Judge Roger Valdez as City Magistrate to a two-year term effective April 12, 2021, and set the annual salary of the City Magistrate at \$91,025 per year plus vehicle and technology/communications stipends for the term of office.

DISCUSSION:

Judge Valdez was first appointed as Eloy City Magistrate on March 23, 2015. Judge Valdez was reappointed to a two-year term in April 2017, and reappointed to a two-year term in March 2019. In accordance with Section 2-42 of the City Code, the Mayor and City Council shall set the salary of the Magistrate Judge for the two year term at the time of appointment, and the salary cannot be increased or decreased during the term of office. The current annual salary of Judge Valdez is \$82,750. A 10% salary increase is being proposed, which would bring his salary to \$91,025, plus benefits (\$500 per month for vehicle allowance, and \$100 per month for technology/communications).

The City has an Intergovernmental Agreement (IGA) with the Town of Florence to share the services of Judge Valdez. Per the IGA, Judge Valdez provides up to 16 hours of Magistrate services per week. The Florence Town Manager indicated that they are very pleased with the services provided by Judge Valdez, and wish to continue to utilize his services. The current IGA expired in 2017 and needs to be renewed by both jurisdictions.

FISCAL IMPACT:

A 10% salary increase for the Magistrate Judge is being recommended, which would increase his total annual compensation to \$98,225 (\$91,025 salary, \$100 per month communications allowance, and \$500 per month vehicle allowance. The Town of

Florence will increase its annual payment to the City of Eloy from \$44,000 to \$48,400 effective July 1, 2021.

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 ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: VII.D.

Date: 4/12/2021

Date submitted:
03/25/2021

Action: Formal

Subject: Authorization for the City to exercise its option for a one year renewal of the Solid Waste Services Agreement between the City of Eloy and Right of Way Disposal, LLC dated May 26, 2015, under the same Agreement terms and conditions.

Date requested:
4/12/2021

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council authorize the City to exercise its option for a one year renewal of the Solid Waste Services Agreement between the City of Eloy and Right of Way Disposal, LLC dated May 26, 2015, under the same Agreement terms and conditions.

DISCUSSION:

In May 2015 the City entered into a Solid Waste Services Agreement with Right Away Disposal (RAD) to provide curbside solid waste and recycling collection and disposal, as well as monthly bulk trash services. RAD's five-year agreement expired on May 31, 2020. After the initial term, the City had an option to renew this Agreement for up to five one-year terms, under the same terms and conditions. The City renewed its Agreement with RAD for one year in May 2020, and that one year extension will be terminating on May 31, 2021.

At this time, staff recommends that the City extend RAD's contract for one additional year. Over the past few months staff will be exploring other options for residential sanitation services in conjunction with the release of a Request for Proposals for operating and/or selling the City's Landfill.

RAD provides weekly trash and recycling service, as well as monthly bulk trash pickup.

With Council approval, a written notice will be sent to RAD indicating the City's intent to renew the current Solid Waste Services Agreement for an additional one year term expiring in May 2022.

FISCAL IMPACT:

The current monthly residential solid waste fee is \$22.35. Section 13.5 of the Agreement allows RAD to impose annual CPI and fuel price adjustment on operating costs associated with the collection and disposal of solid waste on June 1st of each year. The rate adjustment cannot exceed 5% per year.

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 ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.E.**

Date: **4/12/2021**

Date submitted:
03/29/2021

Action: Formal

Subject: Approval of a contract in the amount of \$50,000 with Rounds Consulting Group, Inc. to prepare a market analysis and vision plan for downtown as a component of the Downtown Master Plan.

Date requested:
4/12/2021

TO: Mayor and City Council

FROM: Jon Vlaming, Community Development Director

RECOMMENDATION:

Council approve a contract in the amount of \$50,000 with Rounds Consulting Group, Inc. to prepare a market analysis and vision plan for downtown as a component of the Downtown Master Plan.

DISCUSSION:

City Staff, with the prior approval of Council, conducted a formal Statement of Qualifications process over the past several months to assist in the preparation of a market analysis and vision plan for a portion of the Main Street Area in the Downtown. A total of five submittals were recieved and reviewed by staff. Staff is recommending the City retain the services of Rounds Consulting Group, Inc. for this project with their fee not to exceed a total of \$50,000 including all labor and reimbursable fees and an expected timeframe of seven months to complete the scope of work.

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 Improvement Program 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 this market analysis and the vision component into the entire Downtown Study Area.

FISCAL IMPACT:

The project budget is \$50,000 and is identified 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



CITY OF ELOY
Agreement for Professional Services

THIS AGREEMENT entered into this 12th day of April 2021, by and between the City of Eloy (hereinafter "**CITY**") a municipal government agency in the State of Arizona located at 595 N. C Street, Eloy, Arizona 85131, and Rounds Consulting Group, Inc. (hereinafter, "**RCGI**"), a private economics consulting firm located at 51 W. 3rd Street, Suite E-110 in Tempe, Arizona 85281.

WHEREAS, the **CITY** is in the business of Municipal Government Services, and desires **RCGI** to perform certain technical services.

WHEREAS, **RCGI** is in the business of providing professional economic development, market analysis and public facilitation services and desires to perform such services for the **CITY**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **AREA OF STUDY:** The Area of Study is primarily focused on the Main Street Core. However, information may be prepared for the Downtown Area, and the City of Eloy in the completion of the Scope of Work. These areas are identified on Exhibit "A", Areas of Study.
2. **SCOPE OF WORK.** **RCGI** shall perform such economic development and market analysis and facilitation services as are described in the attached Exhibit "B", Scope of Work, including any additions or modifications mutually agreed upon in writing and incorporated therein (hereinafter, "Work").
3. **STANDARD OF CARE.** The standard of care applicable to **RCGI's** services is the degree of skill and diligence normally employed by economists or providers of technical services performing the same or similar services.
4. **COMPENSATION AND PAYMENT.** **CITY** shall compensate **RCGI** for the Work in such manner as described in the attached "Exhibit C", Project Budget including any written additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CITY** to **RCGI** based on invoices submitted by **RCGI** and approved by the **CITY**. For approved invoices, the **CITY** shall pay **RCGI** within forty-five (45) days of the date of City approval of such invoices.
5. **TERM.** This Agreement shall become effective when approved in writing by the individual responsible for legally obligating the **CITY**. This Agreement shall terminate before or on the date as identified in Exhibit "D", Project Schedule. An extension of time may be considered by the **CITY**

and if so considered shall only be executed through a written amendment, extending the term, and transmitted to **RCGI**.

6. **COMPLIANCE WITH LAWS.** **RCGI** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CITY.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CITY**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CITY**, by operation of law or otherwise, without the express prior written consent of **RCGI** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY RCGI.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **RCGI**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **RCGI**, by operation of law or otherwise, without the express prior written consent of **CITY** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **RCGI** shall grant **CITY** access at all reasonable times to **RCGI's** facilities where the work under this Agreement is being performed.
10. **CHANGES.** The **CITY** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **RCGI** shall perform such changes to the Work as directed by the **CITY** in writing and shall be paid for such Work at rates established by the Agreement as may be otherwise mutually agreed between the **CITY** and **RCGI**.
11. **DEFAULT/DISPUTE RESOLUTION.** Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other party shall constitute a default under this Agreement. If the default is of a nature, which is not capable of being cured within ten (10) working days, the cure shall be commenced within such period, and diligently pursued to completion. The written notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance. To foster cooperation by the parties, the **CITY** and **RCGI** each shall designate and appoint a representative to act as a liaison between the **CITY** and its various departments and **RCGI**. The initial representative for the City shall be its Project Manager (Jon Vlaming) and the initial representative for **RCGI** shall be its Project Manager (Jim Rounds). The parties' representatives shall be available at all reasonable times to discuss and review the performance of the parties under this Agreement. If a dispute between the parties arising out of this Agreement cannot be resolved by the parties, the **CITY** and **RCGI** agree to attempt resolution through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the

selection of a mediator within seven (7) business days, either party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

12. **SUSPENSION OR TERMINATION.** If the **CITY** desires to terminate all or any portion of the Services prior to its completion, the **CITY** may, at its option, by providing ten (10) working days written Notice of Termination to **RCGI**. The Notice shall specify when, which work will be suspended and/or discontinued, and when termination shall be effective. Upon such termination, **RCGI** shall deliver an invoice to **CITY** and **CITY** shall pay **RCGI** for Services performed and charges incurred prior to termination, plus any reimbursable expenses then due, as approved by **CITY**.
13. **DEFAULT.** Should either party breach any provision(s) of this Agreement, the non-breaching party shall have the rights and remedies provided by law in the State of Arizona or under these terms and conditions.
14. **INDEMNIFICATION.** Except as stated below, **RCGI** shall indemnify and save harmless the **CITY** from these claims, losses, lawsuits or expenses caused directly by **RCGI's** sole negligent acts, errors or omissions with performance of **RCGI's** services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses, the **CITY** shall indemnify, save harmless and defend **RCGI** from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of **RCGI's** services, or claims against **RCGI** arising from its work, or the work of its subconsultant(s).
15. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either **RCGI** or the **CITY** have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
16. **INSURANCE.** Unless otherwise required in this Agreement, the **CITY** and **RCGI** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker's Compensation	Statutorily required amounts
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Each occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	\$1,000,000 Each Occurrence for bodily injury and property damage

	\$1,000,000 Products/ Completed Operations Aggregate \$1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	\$1,000,000 Bodily Injury \$1,000,000 Property Damage (including coverage for owned, non-owned and hired vehicles)
Professional Liability	\$1,000,000 (Each claim)

17. **INDEPENDENT CONTRACTOR.** RCGI acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CITY** or any of its affiliates.
18. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by **RCGI** without the prior written approval of the **CITY**.
19. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by an Arizona court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
20. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
21. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Arizona without regard to its choice of law provisions.
22. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- Exhibit "A" Areas of Study

Exhibit "B" Scope of Work

Exhibit "C" Project Budget

Exhibit "D" Project Schedule
23. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.
24. **FORCE MAJEURE.** In no event shall either **RCGI** or the **CITY** have any claim or right against the other for any failure of performance where such failure of performance is caused by, or is the

result of, causes beyond the reasonable control of the other party due to any occurrence commonly known as a “force majeure,” including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

25. **REUSE OF WORK PRODUCT.** Any reuse of **RCGI**’s work product without written verification or adaptation by **RCGI** will be at the **CITY**’s own risk and without liability or legal exposure to **RCGI**.
26. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is to be made at the sole discretion of a single party.
27. **INVENTIONS AND PATENTS.** Inventions conceived solely by employees of **CITY** shall belong exclusively to **CITY**. Inventions conceived solely by employees of **RCGI** shall belong exclusively to **RCGI**. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties in order to properly recognize each party’s respective rights in such joint inventions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

Rounds Consulting Group, Inc. (RCGI)

Name: Jim Rounds

Title: President

WITNESS:

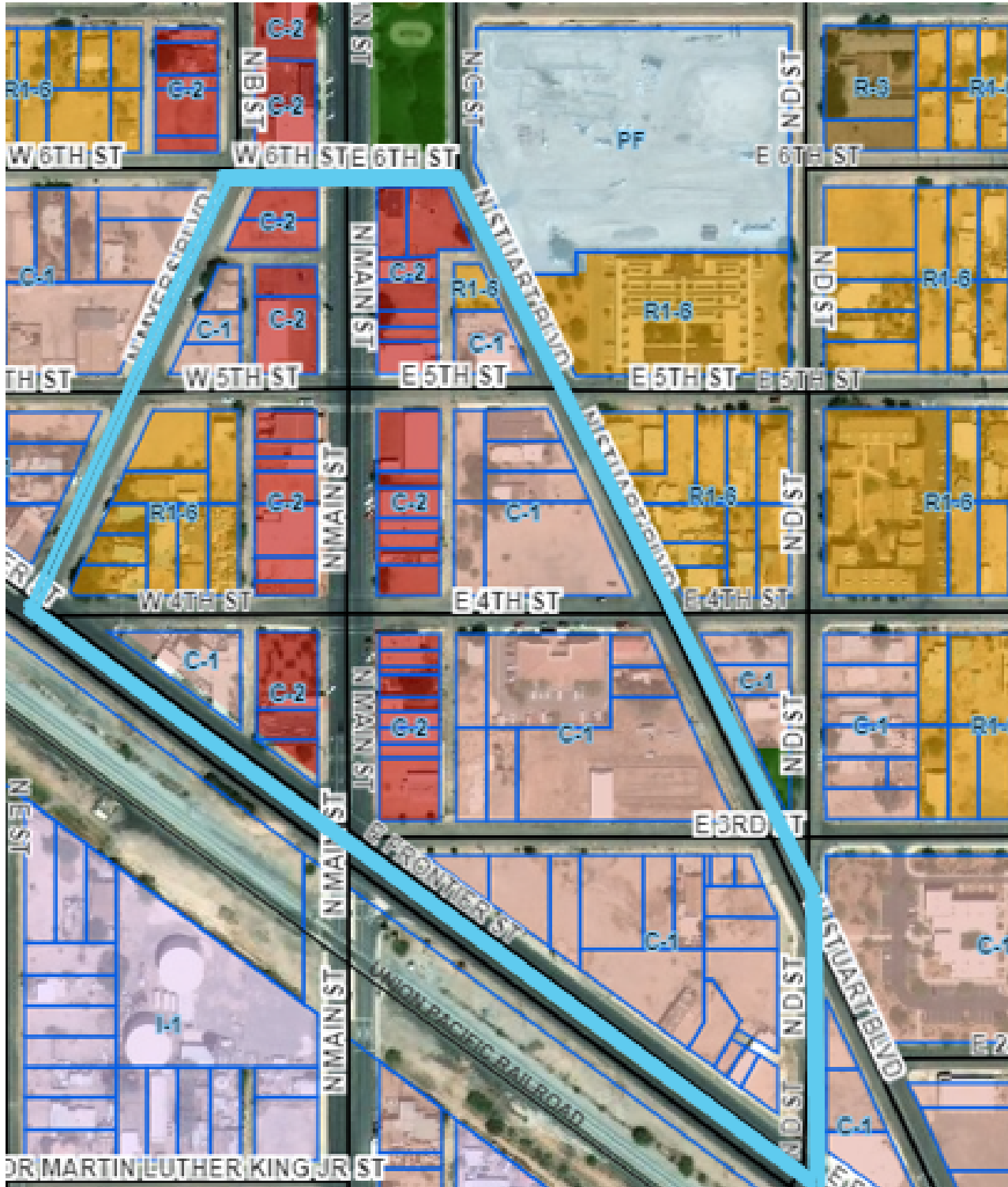
CITY OF ELOY

Name: Micah Powell

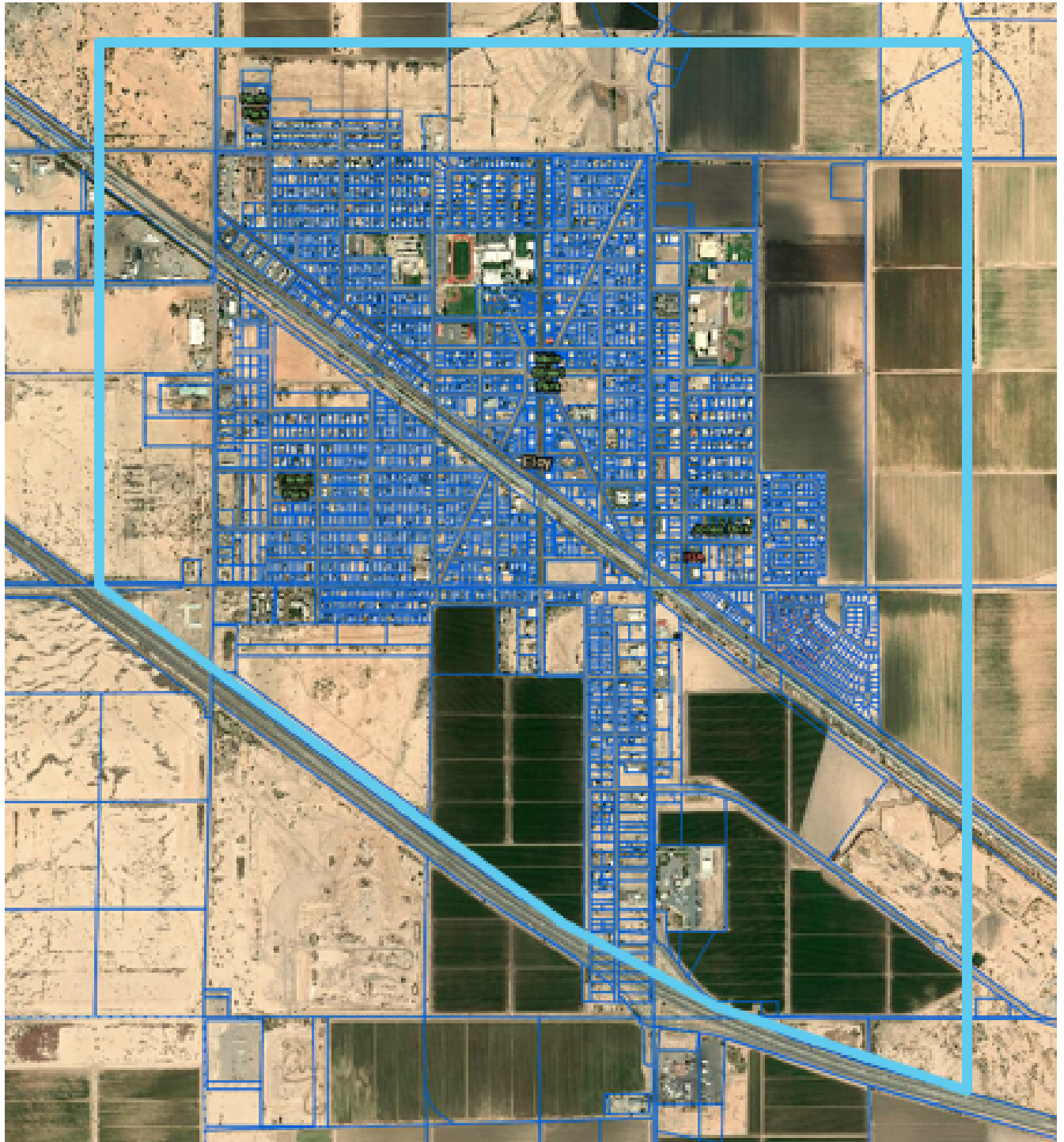
Title: Mayor

EXHIBIT A
Area of Study

Main Street Core



•
Downtown Area



City of Eloy

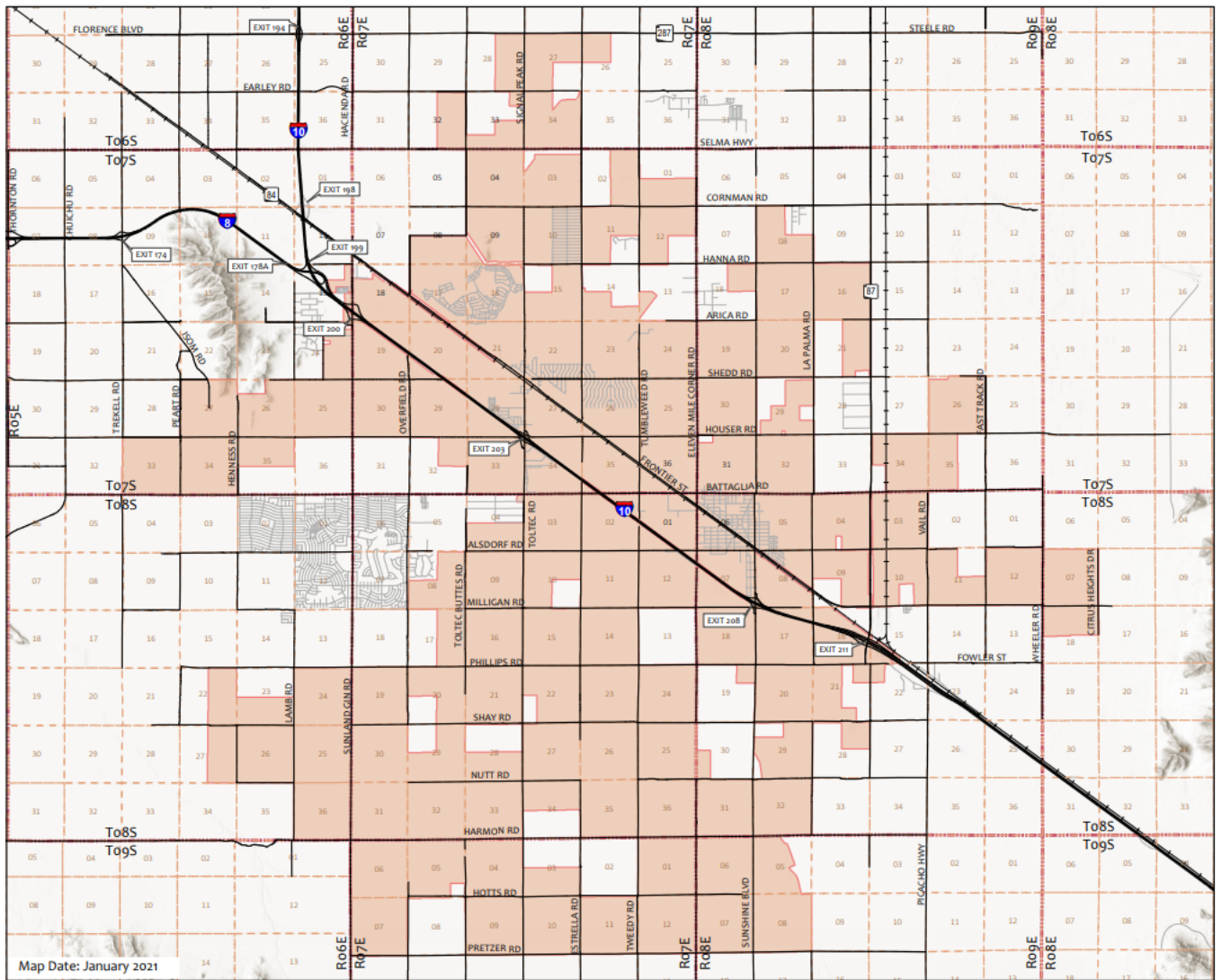


EXHIBIT B

Scope of Work

The Scope of Work to prepare the Downtown Vision Plan is organized in three parts. Part I involves the creation of a demographic and economic profile of Eloy and the surrounding region using quantitative data analysis. This research and profile will include a land use evaluation and an economic and retail leakage analysis. Part II, involves conducting public outreach to both public and private stakeholders, local residents, and entrepreneurs. This qualitative data will be used to identify additional needs that are not considered by the quantitative analysis of Part I. Outreach will include approximately 20 phone interviews with a cross section of people, and distributing a digital survey via email to 100 others. RCGI will collect and interpret the survey responses. In addition, two vision sessions are recommended to get a feel for what people are thinking and how they engage.

Part III considers the results of both the quantitative and qualitative analysis in order to develop a plan for the most realistic future for Main Street in Eloy. The plan will have near-, mid-, and long-term goals and benchmarks. Recommendations will be made regarding specific action items and tasks needed to meet each goal. This includes best land use recommendations as it relates to general economic development analysis and not a fully considered land use analysis. Also included in considerations will be the creation of a multi-modal circulation environment, and recommendations for targeted business procurement efforts by select sector type to minimize economic and retail leakage.

In cases involving public outreach, it is anticipated the City will provide some assistance as it relates to identifying individuals to target for interviews and public meeting participation. Additional City participation will include assistance with identifying needed maps and creating select visuals that require a mapping format.

Part I – Research and Economic Analysis

Developing a comprehensive future vision for Main Street begins with an understanding of the demographic and economic characteristics of Eloy and the surrounding region. The following tasks will be completed:

Identify and confirm the primary, secondary and tertiary trade area of the Downtown Study Area

Prepare and analyze a demographic/socioeconomic profile for the primary, secondary and tertiary trade area of the Downtown Study Area (data may include primary and secondary sources, which will be identified) will be analyzed, utilizing data collected from a variety of sources.

Prepare and analyze a targeted industry cluster for the primary, secondary and tertiary trade area of the Downtown Study Area (the targeted industry cluster may include uses associated with agribusiness, arts, entertainment, recreation and visitor industry; business and financial services, manufacturing, personal

and commercial services, transportation and logistics). Other industries may be considered based on the recommendation by the consultant and confirmation of the City Project Manager.

Prepare an assessment of the land in the Downtown Study Area will also be prepared (based on GIS mapping and data provided by the City). This information includes the following:

- Land Ownership (city, private, public, semi-public)
- Existing Land Use (residential, employment, other)
- Future Land Use (Eloy general plan land use plan)
- Zoning (Official Eloy Zoning Map)

Prepare an economic and retail leakage analysis of the Downtown Study Area and City using primary and secondary data sources. The economic and retail leakage analysis will examine the spending of City residents compared with City tax revenues and receipts from businesses located within Eloy. Based on the analysis, recommendations will be presented by the RCGI to guide targeted business attraction and expansion efforts.

Compare and contrast the demographic, socioeconomic and economic profile of Eloy with 2-3 other similar Arizona cities or towns that have successful downtown regions as case studies to identify best practices that could be successful in Eloy. Once the in-depth case studies and analyses have been completed, recommendations will be made in the Main Street Vision Plan on how these best practices can be applied to Eloy and its ongoing economic development efforts.

Part II – Public Outreach

The second part in developing the Main Street Vision Plan for Eloy involves gathering input from public and private community stakeholders. These stakeholders will include elected officials, City leadership, local business owners, entrepreneurs and local residents.

The information gathered will provide crucial insight into qualitative issues and priorities that augments the quantitative tasks accomplished in Task I, such as:

1. Identifying Downtown Eloy's needs from a cultural, recreational and commercial perspective.
2. Satisfying local demand (by local businesses) for particular goods and services.
3. Implementing practical strategies to increase downtown business and tourism development.
4. Establishing priorities for action items and
5. Identifying appropriate benchmarks for implementation monitoring over time.

A survey will be prepared by RCGI and submitted for review and approval by the City Project Manager. Once approved, the survey will be administered to local stakeholders as appropriate. The survey will be administered via electronic format to approximately 100 stakeholders (i.e. elected and appointed Eloy officials, City Staff, Downtown businesses and property owners). RCGI will collect, tabulate and analyze, in writing, the results of the survey.

Once the data has been gathered and tabulated, RCGI will review and synthesize this information and draft strategies/recommendations for review with the City Project Manager. Once reviewed and approved, the draft strategies and recommendations will be reviewed with the public/stakeholders and the City Council for discussion, refinement and/or augmentation at a zoom meeting/open house held at City Hall and at a City Council Work Session. RCGI will be responsible for the organization and conduct of the zoom meeting/open house. Subsequent to the completion of community outreach, a final set of final draft strategies and recommendations will be prepared and submitted to the City Project Manager for review and approval.

Part III – Creating the Main Street Vision Plan Document

The third part of the project involves creating the Main Street Vision Plan document. The information collected during discussions with the public and private stakeholders will provide a theme for the Main Street Vision. The plan utilizes the results of the case study analysis and land use assessment to create an overall vision statement, and supportive strategies and actions.

Prepare an overarching vision statement and supportive strategies and actions that directly/indirectly address the following topics, at a minimum:

- Land Use
- Transportation
- Economic Development
- Public Facilities and Services
- Retail and Employment Leakage and Opportunities

Prepare the draft vision document to memorialize the vision, strategies and actions in a well organized and concise format. RCGI to prepare outline of format and review with City Project Manager prior to drafting the document.

Work with the City's consultant artist (not a part of this contract) and City Project Manager to review and refine several images that demonstrate the intent of the future vision and strategies, if they were implemented, in the Downtown Area. The City Project Manager will be primarily responsible for this subtask.

Upon review and approval of the draft document by the City Project Manager, prepare a comprehensive implementation program that includes the action, timeframe, probable cost, timeframe, primary/secondary responsibility, and funding resources over the near-term (1-3 years), mid-term (3-5 years) and long-term (5+ years) timeframe.

Establish draft quantitative/qualitative benchmarks for the actions to monitor ongoing plan achievement. City Project Manager to review and approve benchmarks prior to final plan preparation.

Finalize the draft Vision Plan and submit to the City Project Manager for final review and approval. Once approved, prepare the final document, and deliver to the City Project Manager the following items to complete project closure:

- Final Document in Word and Pdf format
- All original charts and graphs (i.e. Word, Excel etc.)

EXHIBIT C

Project Budget

The Project Budget for RCGI to prepare the Downtown Vision Plan is \$50,000 and is presented below as a lump sum and includes all anticipated labor and reimbursable expenses to conduct and complete the planning process in a high quality and successful manner. This budget is based on the completion of Exhibit A, Scope of Work contained on the preceding pages. This budget may change with the mutual approval of both parties in writing of any additional, or deleted Scope of Work items.

	Part I: Research and Economic Analysis:	Part II: Public Outreach	Part III: Creating the Main Street Vision Document	Total
Total Labor and Reimbursable Expenses	\$20,000	\$20,000	10,000	\$50,000

EXHIBIT D Project Schedule

Proposed Project List and Timeline for City of Eloy Vision Plan 2021									
Task/Subtask	Firm Lead	Team Lead	May	June	July	Aug	Sept	Oct	Nov
Part I: Research and Economic Analysis									
Project Initial Meetings	Rounds Consulting	Rounds/Lanning							
Eloy Demographic and Economic Profile	Rounds Consulting	Jim Rounds							
Land Use Analysis	Rounds Consulting	Jim Rounds							
Economic and Retail Leakage Analysis	Rounds Consulting	Jim Rounds							
Part II: Public Outreach									
Public Outreach and Community Meetings/ Interviews	Local First Arizona	Kimber Lanning							
Part III: Creating the Main Street Vision Document									
Near-, Mid-, and Long-term goals	Local First Arizona	Kimber Lanning							
Main Street Vision Plan	Local First Arizona	Kimber Lanning							
Implementation Plan	Rounds Consulting	Rounds/Lanning							
Final Document Reviews	Rounds Consulting	Rounds/Lanning							

The project schedule identifies a work timeline through November 2021. However, RCGI will make an attempt to complete the assignment by late September or mid October.

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.F.**

Date: **4/12/2021**

Date submitted:
04/01/2021

Action: Other

Subject: Authorize the purchase of two (2) PowerEdge R7525 servers from Dell Technologies utilizing the state contract ADSP016-098163 for an amount not to exceed \$56,000.

Date requested:
4/12/2021

TO: Mayor and City Council

FROM: Brian Wright, Finance Director

RECOMMENDATION:

Council approve the purchase of two (2) PowerEdge R7525 servers from Dell Technologies utilizing the state contract ADSP016-098163 for an amount not to exceed \$56,000.

DISCUSSION:

Technology is an ever-changing environment and today's software programs are driving the need for more space with these current software applications. In conjunction with CybarWorks, staff has worked with Dell Technologies, to prepare a quote for two servers that will meet our current and future needs for hardware and software applications. The City will utilize the State of Arizona Contract ADSP016-098163 for this purchase of servers. The price for the two servers along with hardware and software will not exceed \$56,000.

In the 2020-2021 Capital budget, Council approved up to \$95,000 to replace servers due to age and available storage. In 2014, the City purchased two new servers. These two servers run all the servers within the City, including the Police Department. These servers have reached an end of life on the hardware and the server operating systems. The servers also require upgrades in both the hardware and software. The current system is running VMWare ESXi 6.5, and it will be replaced with the Windows Server 2019 Datacenter hypervisor. The City servers are currently running Windows Server 2012 and will be upgraded to the current Windows Server 2019. One of these servers runs a database server that is running SQLServer 2008, which will be upgraded to SQLServer2019 as well.

Also, the mail server will be upgraded from Exchange 2016 to Exchange 2019. The proposed solution is to upgrade and replace the aging servers with new Dell servers and updated Windows server software. The life expectancy for these servers is four to five year.

FISCAL IMPACT:

The fiscal impact would not exceed \$56,000 and is a budgeted capital item in the Capital Projects Fund.

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

Stephen R. Cooper, City Attorney



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000080564904.1	Sales Rep	Aaron Castilleja
Total	\$51,507.29	Phone	(800) 456-3355, 6179697
Customer #	6445259	Email	Aaron_Castilleja@Dell.com
Quoted On	Mar. 09, 2021	Billing To	BRIAN WRIGHT
Expires by	Apr. 08, 2021		CITY OF ELOY
Solution ID	13892964		595 NORTH C ST, STE 103
Deal ID	21611439		CASA GRANDE, AZ 85122

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Aaron Castilleja

Product	Unit Price	Quantity	Subtotal
PowerEdge R7525 - [AMER_R7525_13945]	\$24,447.20	2	\$48,894.40
Subtotal:			\$48,894.40
Shipping:			\$0.00
Non-Taxable Amount:			\$2,235.56
Taxable Amount:			\$46,658.84
Estimated Tax:			\$2,612.89
Total:			\$51,507.29

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

		Quantity	Subtotal
PowerEdge R7525 - [AMER_R7525_13945]	\$24,447.20	2	\$48,894.40
Estimated delivery if purchased today:			
Mar. 31, 2021			
Contract # C000000181093			
Customer Agreement # MHEC-07012015			

Description	SKU	Unit Price	Quantity	Subtotal
SAS/SATA Backplane	379-BDSS	-	2	-
PowerEdge R7525 Server	210-AUVQ	-	2	-
Trusted Platform Module 2.0	461-AAGY	-	2	-
8X 3.5 SAS/SATA with XGMI	321-BFDU	-	2	-
AMD 7402 2.8GHz,24C/48T,128M,180W,3200	338-BSWF	-	2	-
AMD 7402 2.8GHz,24C/48T,128M,180W,3200	338-BSWF	-	2	-
Additional Processor Selected	379-BDCO	-	2	-
Heatsink for 2 CPU configuration (CPU greater than or equal to 180W)	412-AATC	-	2	-
Performance Optimized	370-AAIP	-	2	-
3200MT/s RDIMMs	370-AEVR	-	2	-
No RAID	780-BCDI	-	2	-
PERC H345 Controller, Front	405-AAUW	-	2	-
Front PERC Mechanical Parts, front load	750-ACFR	-	2	-
Performance BIOS Settings	384-BBBL	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	2	-
Standard Fan x6	750-ACSP	-	2	-
Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W ART	450-AJHI	-	2	-
Riser Config 2, Half Length, 4 x8 slots	330-BBOS	-	2	-
Assembly BOSS Blank	329-BERC	-	2	-
R7525 Motherboard with LOM	384-BCKH	-	2	-
Software System R7525 15G	384-BCKI	-	2	-
iDRAC9,Enterprise 15G	385-BBOT	-	2	-
Intel X710 Dual Port 10GbE SFP+, OCP NIC 3.0	540-BCNW	-	2	-
PowerEdge 2U Standard Bezel	325-BCHU	-	2	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	2	-
No Quick Sync	350-BBYX	-	2	-
iDRAC,Legacy Password	379-BCSG	-	2	-
iDRAC Group Manager, Enabled	379-BCQV	-	2	-
Windows Server 2019 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language	634-BSFD	-	2	-
Windows Server 2019 Datacenter,16CORE,Digitally Fulfilled Recovery Image, Multi Language	528-CFHY	-	2	-
Microsoft SQL Server 2019 Standard,OEM, Incl. 5 USER CALs, NFI with SQL2017/2016 DWGD Media,ENGLISH	634-BUWT	-	2	-
ReadyRails Sliding Rails	770-BBBQ	-	2	-
No Systems Documentation, No OpenManage DVD Kit	631-AAOK	-	2	-
PowerEdge R7525 Shipping	340-COFR	-	2	-

R7525 Shipping Material	481-BBFE	-	2	-
PowerEdge R7525 no CE or with CCC Marking	389-DUZG	-	2	-
ProSupport 7x24 HW-SW Technical Support and Assistance 3 Years	829-7724	-	2	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 3 Years	829-7736	-	2	-
Dell Hardware Limited Warranty Plus On-Site Service	829-7738	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
64GB RDIMM, 3200MT/s, Dual Rank	370-AEVP	-	16	-
600GB Hard Drive SAS 12Gbps 10k 512n 2.5in with 3.5in HYB CARR Hot-Plug	400-BJOE	-	4	-
Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	492-BBDH	-	4	-
Intel X710 Dual Port 10GbE Direct Attach SFP+ Adapter, PCIe Full Height	540-BBHP	-	4	-
Windows Server(R) 2019 Datacenter Edition,Add License,16CORE,NO MEDIA/KEY	634-BSGF	-	4	-
Microsoft SQL Server 2019 Standard, 5 USER CALs Only OEM, No Media, NFI	634-BUWW	-	2	-
50-pack of Windows Server 2019/2016 User CALs (Standard or Datacenter)	634-BSFP	-	2	-

Subtotal:	\$48,894.40
Shipping:	\$0.00
Estimated Tax:	\$2,612.89
Total:	\$51,507.29

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms); or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.G.**

Date: **4/12/2021**

Date submitted:
04/01/2021

Action: Formal

Subject: Ratification for the additional expenditure of \$19,289.30 to perform drainage and repair work at the intersection of Sunshine and Battaglia Road as part of the Battaglia Road Reconstruction Project.

Date requested:
4/12/2021

TO: Mayor and City Council

FROM: Keith Brown, Public Works Dir./City Engineer

RECOMMENDATION:

Council ratify the additional expenditure of \$19,289.30 to perform drainage and repair work at the intersection of Sunshine and Battaglia Road or the Battaglia Road Reconstruction Project to increase the project budget to \$527,289.30.

DISCUSSION:

On February 8, 2021, Council awarded Visus Engineering Construction a contract to reconstruct Battaglia Road between Sunshine Blvd and La Palma Road for a total budget amount \$508,000. This budget included \$462,000 for the bid contract plus \$46,000 for owners contingency.

Prior to beginning of construction, City staff requested that Visus Engineering submit a Change Order Proposal to perform additional work at the intersection of Sunshine Blvd to rebuild the drainage headwall and repair the roadway in that area. Their quote to perform that additional work was \$65,289.30. This amount is \$19,289.30 above the Owner Contingency amount that Council had approved (3.8% above the Council-approved budget).

City staff determined that this additional work was important to include during the construction of the Battaglia Road project and provided a significant benefit to the City due to the severely deteriorated condition of the drainage headwall and adjacent roadway. Therefore, staff directed the contractor to proceed with this work.

FISCAL IMPACT:

Funding for the additional \$19,289.30 is available in the Streets division budget - GL#15-455-8045.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper". The signature is fluid and cursive, with a horizontal line extending from the end.

Stephen R. Cooper, City Attorney



CONTRACT CHANGE ORDER
CONTRACT NO. N/A

CITY OF ELOY
1137 W. Houser Rd
Eloy, Arizona 85131

CHANGE ORDER NO. 001

Project	Battaglia Rd. Reconstruction	Project No	N/A
Consultant/Contractor	Visis		
City Project Manager	Regis Reed		
Funding Source: (check all that apply)	☐ Federal	☐ State	☒ City ☐ Other
Date of Council Approval	02/08/2021	COAC No.	VII.D
Original Total Amount Approved by Council (include owner contingency amount)	\$508,000.00		
Original Contract Price	\$462,000.00		
Prior Change Order(s)	☐ Yes ☒ No	\$0	Total amount of ALL prior change orders (Do not include this amount)
Change Order Amount Requested	\$65,289.30		
Adjusted Contract Price (with this change order)	\$527,289.30	☒ Increase	☐ Decrease
Original Date of Completion	04/30/21	Date/Days	
Prior Adjusted Date of Completion	0	Date/Days	
Revised Date of Completion	05/07/21	Date/Days	☒ Increase ☐ Decrease
Performance Bond Adjustment Required	☐ Yes ☒ No		
Payment Bond Adjustment Required	☐ Yes ☒ No		
Close Out Change Order	☐ Yes ☒ No		
DESCRIPTION OF CHANGE: ☐ See Attachment ☐ Other Reconstruct the east half of Sunshine Blvd. from Battaglia to 150' south of Battaglia. Replacing the culvert headwall, curb and gutter and pavement. The project was approved with \$46,000 in contingency, which will be used towards this change order. The additional \$19,289.30 needed for this change order is 3.8% over the \$508,000 budget approved by Council. This document constitutes a binding contractual modification of the Contract identified above, and comprises the total compensation due the Consultant/Contractor for the work and contract time defined in this Change Order and it has been determined that it is not practical compete. No work shall be performed pursuant to this Change Order until this document is signed by all Parties. Except as provided herein, all terms and conditions of the Contract shall remain in full force and effect.			
_____ Public Works Director/City Engineer		_____ Date	
_____ Finance Director		_____ Date	
_____ City Manager (requires for changes over \$10,000)		_____ Date	
		_____ Consultant/Contractor	
		_____ Date	
		APPROVED AS TO FORM:	
		_____ City Attorney (requires for changes over \$10,000)	
		_____ Date	

Description: Pulverize asphalt, Excavate 15" roadway section, Install 12" ABC base material, Remove and install new C/G, Install modified C/G with handrail, Install new 3" Asphalt section, Remove headwall and spillway, Modify existing 24" CMP and install new headwall, Install Rip Rap, R & R Sign. Installing Striping (Paint), Arrow (Paint), Symbols (Paint).

Item		Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$3,000.00	\$3,000.00
2	Remove Asphalt	681	SY	\$5.55	\$3,779.55
3	Remove Curb & Gutter	155	LF	\$5.00	\$775.00
4	Install 12" ABC section	468	SY	\$10.00	\$4,680.00
5	Construct Aggregate Base	468	SY	\$16.35	\$7,651.80
6	Install Asphalt 3" Depth	468	SY	\$21.45	\$10,038.60
7	Install 6" Curb & Gutter Type "A"	159	LF	\$52.65	\$8,371.35
8	Install Mod. Curb Opening W/Handrail	24	LF	\$172.00	\$4,128.00
9	Remove Headwall & Spillway	1	LS	\$3,775.00	\$3,775.00
10	Install Headwall W/ Pipe Modifications	1	LS	\$8,385.00	\$8,385.00
11	Construct Rip Rap	1	LS	\$1,885.00	\$1,885.00
12	Remove & Reinstall Sign	1	LS	\$285.00	\$285.00
13	Install Pavement Markings (Paint)	1	LS	\$410.00	\$410.00
14	Traffic Control	1	LS	\$8,125.00	\$8,125.00
TOTAL					\$65,289.30

Notes: 7 Calendar day time extension. Final Quantities to be field measured.

Approved By,

Date

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.H.**

Date: **4/12/2021**

Date submitted:
04/05/2021

Action: Formal

Subject: Approval of Amendment No. 2 to the Airport Engineering Design and Construction Management Consulting Services Agreement dated April 10, 2017 with Dibble Engineering for a one year renewal of the Consulting Services Agreement expiring on April 13, 2022.

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council approve Amendment No. 2 to the Airport Engineering Design and Construction Management Consulting Services Agreement dated April 10, 2017 with Dibble Engineering for a one year renewal of the Consulting Services Agreement expiring on April 13, 2022.

DISCUSSION:

The City entered into an airport consulting services agreement with Dibble Engineering on April 10, 2017 for three years. This consulting services agreement provides for general airport engineering, design and construction management services. Specific improvement projects, such as the relocation of Taxiway A and Drainage Improvements, requires a separate agreement. Section 1.7 of the Agreement allows for a maximum of two (2) one year contract extensions under the same terms and conditions of the initial Agreement. Council approved a one year extension of this Agreement on April 13, 2021. Amendment No. 2 would extend the consulting services agreement under the same terms and conditions as the original agreement. Per FAA policy, the maximum allowable contract duration is 5 years. In 2022, the City will be required to release a Request for Proposals (RFP) to solicit engineering consulting services.

FISCAL IMPACT:

Any consulting services under this Agreement must be authorized prior to the commencement of any work, and consulting services are provided on an as-needed basis. The FAA and ADOT fund the majority of consulting fees for airport projects authorized by their respective agencies.

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

**AIRPORT ENGINEERING DESIGN
AND
CONSTRUCTION MANAGEMENT**

**CONSULTING SERVICES AGREEMENT
AMENDMENT NO. 2**

This Amendment No. 2, entered into as of this _____ day of _____, 2021, by and between:

CITY OF ELOY

Eloy Municipal Airport
628 North Main Street
Eloy, Arizona 85131

hereinafter referred to
as the **Sponsor**

AND:

DIBBLE

7878 N. 16th Street, Suite 300
Phoenix, AZ 85020

hereinafter referred to
as the **Consultant**

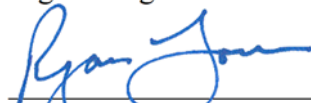
This Amendment No. 2 shall be in effect for one (1) year from the date signed above and is a renewal of the Airport Engineering Design and Construction Management Consulting Services Agreement ("Agreement") dated April 10, 2017. All terms and conditions of the original Agreement remain in full effect with no adjustments to 2020 hourly rates from those submitted as Exhibit 'A' (attached) in Amendment No. 1.

IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this Amendment No. 2 as of the date first written.

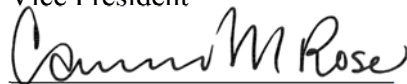
FOR THE Consultant

Dibble Engineering

By: _____


Ryan Toner, PE
Vice President

Attest: _____


Carmen Rose, PE
Project Manager

FOR THE Sponsor

Eloy Municipal Airport

By: _____

Micah Powell
Mayor

Attest: _____

Approved as to form:

Stephen R. Cooper
City Attorney

EXHIBIT A

DIBBLE FEE SCHEDULE

Effective January 1, 2020 (no increases/adjustments for 2021)

Classification	Hourly Rate
Principal	\$294.00
Principal Engineer	\$232.00
Senior Project Manager	\$205.00
Project Manager	\$198.00
Senior Engineer	\$189.00
QA/QC Manager	\$192.00
Senior Planner	\$205.00
Project Engineer (P.E.)	\$167.00
Assistant Project Engineer (E.I.T.)	\$137.00
Senior Technician	\$141.00
Technician	\$116.00
Senior Designer	\$142.00
Designer	\$123.00
Project Coordinator	\$114.00
Land Survey Manager (R.L.S.)	\$183.00
Land Surveyor (R.L.S.)	\$159.00
Assistant Land Surveyor (L.S.I.T.)	\$116.00
Survey Technician	\$101.00
Survey Crew	\$195.00
G.I.S. Specialist	\$152.00
Senior Construction Project Manager	\$179.00
Construction Project Manager Resident Engineer	\$169.00
Construction Project Engineer	\$160.00
Senior Construction Inspector	\$142.00
Construction Inspector	\$133.00
Senior Administrative Assistant / Accountant	\$98.00
Administrative Assistant	\$84.00

Expenses/actual costs (plotting, mileage, etc.) to be reimbursed at cost.

AIRPORT ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT

CONSULTING SERVICES AGREEMENT

This Agreement, entered into as of this 10th day of April, 2017, by and between:

CITY OF ELOY

Eloy Municipal Airport
628 North Main Street
Eloy, Arizona 85131

hereinafter referred to
as the **Sponsor**

AND:

DIBBLE ENGINEERING

7500 North Dreamy Draw Drive, Suite 200
Phoenix, AZ 85020

hereinafter referred to
as the **Consultant**

For the purpose of providing professional airport consulting services for the development of the City of Eloy Municipal Airport, including, but not necessarily limited to: assistance in programming, planning and development of the annual Airport Capital Improvement Program (ACIP); engineering/design services, including development of plans/construction drawings, specifications, special provisions, design reports, studies, and other documents as required, for airside and landside improvements at Eloy Municipal Airport; bid phase services, including coordination and attending pre-bid meetings and bid opening meetings, responding to contractor questions, issuing addenda to contract documents, and providing bid analysis and tabulations; and construction phase services including on-site construction inspection/observation, construction contract administration, contractor document responses, and project close-out activities, including final construction reports and Record Drawings.

The Sponsor and Consultant hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Employment of the Consultant** In consideration of the mutual promises contained in this Agreement, the Sponsor engages the Consultant to render professional airport consulting services in furtherance of the development, operation, and management of airports under the control of the City of Eloy, in accordance with all the terms and conditions contained in this Agreement.

1.2 **Scope of Services** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the Sponsor, and other Sponsoring agencies, the services generally outlined below and/or incorporated by reference hereto. The Consultant is authorized to utilize the services of independent contractors, subconsultants, and subcontractors, when such services are warranted and agreed upon by the Sponsor.

- (a) General Services. The Consultant shall render services as the Sponsor's professional airport Consultant, giving consultation and advice as needed. The Consultant shall provide general project administration, fiscal planning and management services; including but not necessarily limited to, consultation regarding priority determination, funding sources and scheduling of work for the design and construction of airport maintenance and development projects.
- (b) Major Project Services. For all services not covered under the above general services, separate Authorization of Services will be prepared as required. Each Authorization of Services for Major Projects that include engineering/design, bid, and construction phase services shall set forth the specific services to be performed; the time limits, if any, within which such services are to be performed; the compensation to be paid the Consultant for its services; and other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Agreement. The Consultant may elect not to perform any services before execution of such an Authorization of Services.

1.3 **Responsibility of the Consultant** The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services provided by the Consultant under this Agreement.

1.4 **Responsibility of the Sponsor** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subconsultants** At the time subconsultant services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subconsultant firm. The Consultant must receive approval in writing from the Sponsor prior to utilization of a subconsultant. Consultant shall be responsible for the work of all subconsultants notwithstanding Sponsor's approval of the subconsultant.

1.6 **Time of Performance** The general services of the Consultant shall be available on a continuous basis for a period of three (3) years commencing as of the date of this Agreement. Specific services outlined in all attached Authorization of Services shall be undertaken and completed in the sequence and timeframe specified in each Authorization of Services. It is understood that specific services, begun during the Time of Performance as outlined above, may require the services of the Consultant beyond the termination date of this contract, in which case, the provisions of this contract will remain in effect for the completion of that specific service.

1.7 **Renewal Option** The initial term of this contract shall be for a three (3) year period per Paragraph 1.6 above. The Sponsor reserves the option to extend this contract, for a maximum of two (2) additional one-year periods for a maximum contract duration of five (5) years. This renewal shall be submitted in writing to the Consultant prior to the expiration of each one year term.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant. The Consultant shall be entitled to reasonable annual adjustments to the billings rates, attached as Exhibit 'A' to this agreement, subject to negotiation with and agreement by the Sponsor.

- (a) **General Services.** Compensation for general services authorized by the Sponsor shall be based upon actual hours and expenses incurred by the Consultant. The Consultant and any of its subconsultants must provide certified hourly rate schedules which will be approved by and placed on file with the Sponsor. Such hourly rate schedules will establish a certified billing rate for each employee category which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the Sponsor beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the Sponsor. For reimbursable travel expenses under an ADOT grant, the expenses will comply with the State of Arizona travel policy. The Consultant may submit revised hourly rate schedules when changes occur and adjustments are necessary, provided that such changes are approved by the Sponsor and no other adjustments have been approved during a period of no less than six months prior to the requested adjustment.
- (b) **Major Project Services.** Compensation for services rendered by the Consultant that require a detailed work scope, extensive labor assignments or for work efforts that can be adequately estimated in advance, shall be negotiated with the Sponsor and formally agreed to utilizing an Authorization of Services under this Agreement. An Authorization of Services shall include estimated labor hours and associated fee by task and will result in a fixed fee for the service, unless otherwise specified. This fee will constitute full and complete compensation for services performed by the Consultant and/or its subconsultants.

2.2 **Method of Payment** The Sponsor shall pay to the Consultant the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that he has performed the services and is entitled to the amount requisitioned under the terms of this Agreement.

- (a) **General Services.** For general services, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that he has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.
- (b) **Major Project Services.** For services rendered under an Authorization of Services, the Sponsor shall pay to the Consultant not more than the fixed-fee amount set out in the particular Authorization of Services. Payment shall be at monthly intervals subject to receipt of requisitions for payment from the Consultant specifying that he has performed the services and is entitled to

the full amount requisitioned under the terms of the Authorization of Services. Requisitions for payment will be based upon the expenses actually incurred, and upon the Consultant's percentage of the services actually completed during the monthly billing period in relation to all services to be performed under that particular Authorization of Services.

2.3 **Consultant Responsibilities for Compensation** The Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State of Arizona and/or Federal project grant application requirements.

2.4 **Billing Address** All billings will be sent to the attention of the Management Assistant, City of Eloy Public Works Department, 1137 West Houser Road, Eloy, Arizona 85131.

2.5 **Sponsor Responsibilities for Compensation** The Sponsor agrees to pay the Consultant's invoices net upon receipt. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without notification to the Consultant, however, for services eligible for federal funding, the Sponsor shall not be responsible for payment to the Consultant until Sponsor receives funding for such payment. Only at such time as the necessary funds are received by the Sponsor pursuant to federal grants shall the Sponsor tender payments to the Consultant as set forth herein. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Consulting costs for no more than sixty (60) days to minimize interest overheads. It is also expressly understood that the Sponsor has the right to withhold payment on any invoice if he feels that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, he must provide written notifications and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's fee or time required for performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, by written notice to the Consultant, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If the termination is for the convenience of the Sponsor, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

If the termination is due to the failure of the Consultant to fulfill his contract obligations, the Sponsor may take over the work and prosecute the same to completion, by contract or otherwise.

ARTICLE 5 - ASSURANCES

5.1 **Compliance with Regulations** As required by A.R.S. § 41-4401, Consultant hereby declares its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further states that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subconsultants in performance of the Services, subconsultants shall declare their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subconsultants shall further state that after hiring an employee, such subconsultant verifies the employment eligibility of the employee through the E-Verify program. A breach of this declaration shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Consultant shall not be deemed in material breach of this Contract if Consultant and/or subconsultants establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

5.2 **Nondiscrimination** The Consultant, with regard to this work performed during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination in any employment practices.

5.3 **Solicitations for Subcontractors, Including Procurements of Materials and Equipment** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

5.4 **Sanctions for Noncompliance** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the FAA, or ADOT may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Consultant under the contract until the Consultant complies and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

5.5 **Information and Reports** The Consultant shall provide information and reports required by the regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor, FAA, or ADOT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, FAA, or ADOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5.6 **Incorporation of Provisions** The Consultant shall include the provisions of the above paragraphs 5.1 through 5.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor, the FAA, or ADOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

5.7 **Breach of Contract Terms** Any violation or breach of the terms of this contract on the part of the Consultant or subconsultant(s) may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5.8 **Suspension and Debarment** The Consultant certifies by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

5.9 **Inspection of Records** The Consultant shall maintain an acceptable cost accounting system. The Sponsor, FAA and ADOT shall have access to any books, documents, paper, and records of the Consultant which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for five (5) years after the Sponsor makes final payment and all other pending matters are closed.

5.10 **Ownership of Documents and Other Data** In accordance with FAA guidelines, all documents, including but not limited to, field notes, design notes, tracings, data compilations, studies and reports in any format, including but not limited to, written or electronic media, which are prepared/partially prepared under this contract are to be and remain the sole property of the Sponsor and are to be delivered to the Sponsor before final payment is made to the Consultant. The Sponsor agrees to hold harmless and release the Consultant from any liability arising out of, or resulting from, the Sponsor's use of such documents for other projects, or use in completing documents furnished by the Consultant, related to the preparation of final construction plans by others.

5.11 **Disadvantaged Business Enterprise (DBE) Assurances** The Consultant agrees to ensure that disadvantaged business enterprises have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with any Federal funds provided under this Agreement. The

Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

5.12 **Lobbying and Influencing Federal Employees** No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 making of any Federal grant and the amendment or modification of any Federal grant.

ARTICLE SIX - SUSPENSION OF WORK

The Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Sponsor.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

ARTICLE SEVEN - INSURANCE

The Consultant or any subconsultant shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the Consultant from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- (b) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- (c) Statutory workers compensation and employer's liability insurance for the State of Arizona.

The Consultant shall submit to the Sponsor certificates of insurance with assurances that the Sponsor will be notified at least 30 days prior to cancellation or any policy changes. The certificate or insurance shall name the Sponsor as additionally insured.

ARTICLE EIGHT – STANDARD OF CARE AND INDEMNIFICATION

The Consultant shall perform its services using that degree of care and skill ordinarily exercised under the same conditions by design professional practicing in the same field at the same time in the same or similar locality.

The Consultant shall indemnify and hold harmless the Sponsor and its officers, officials, agents, and employees from claims, actions, liabilities, damages, losses, or expenses actually caused, in whole or in part, by the wrongful, negligent or willful acts, errors or omissions of the Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement.

ARTICLE NINE - INTERESTS AND BENEFITS

9.1 **Interest of Consultant** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interests shall be employed.

9.2 **Interest of Sponsor Members and Others** No officer, member, or employee of the Sponsor and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

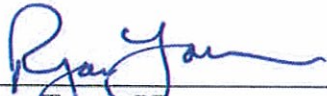
ARTICLE TEN - ASSIGNMENT

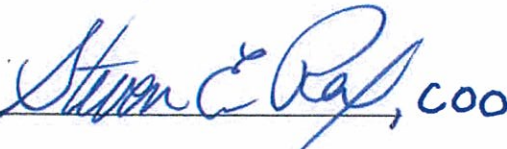
The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto: provided, however, that claims for money due or to become due to the Consultant from the Sponsor under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Sponsor.

IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this Agreement as of the date first written.

FOR THE Consultant

Dibble Engineering

By: 
Ryan Toner, PE
Vice President

Attest: , COO

FOR THE Sponsor

Eloy Municipal Airport

By: 
Joel G. Belloc
Mayor

Attest: 

Approved as to form:

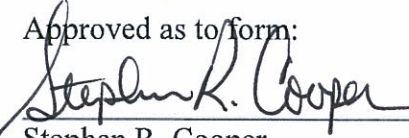

Stephen R. Cooper
City Attorney

EXHIBIT A
DIBBLE ENGINEERING
FEE SCHEDULE
January 1, 2017

STANDARD BILLING RATES

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 245.00
Principal Engineer	200.00
Senior Project Manager	190.00
Project Manager	180.00
Senior Engineer	170.00
QA/QC Manager	170.00
Project Engineer (PE)	155.00
Assistant Project Engineer (EIT)	125.00
Senior Technician	130.00
Technician	105.00
Senior Designer	130.00
Designer	110.00
Land Survey Manager (RLS)	170.00
Land Surveyor (RLS)	145.00
Assistant Land Surveyor (LSIT)	105.00
Survey Technician	95.00
Survey Crew (2-Man,GPS/Robotic)	170.00
Senior Construction Project Manager	165.00
Construction Project Manager / Resident Engineer	155.00
Construction Project Engineer	145.00
Construction Inspector	125.00
Senior Administrative Assistant	90.00
Administrative Assistant	75.00

Expenses

Mileage, reproduction, etc.	Cost plus 15%
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Overtime Rates

Client Authorized	Billing Rate x 1.5
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CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.A.**

Date: **4/12/2021**

Date submitted:
04/01/2021

Action: Formal

Subject: Authorization to issue a solicitation for a Request for Proposals to consider privatization of the City of Eloy Landfill.

Date requested:
4/12/2021

TO: Mayor and City Council

FROM: Keith Brown, Public Works Dir./City Engineer

RECOMMENDATION:

Council authorize staff to issue a Solicitation for a Request for Proposals (RFP) to privatize the City of Eloy Landfill.

DISCUSSION:

The City of Eloy Landfill has been in operation since the late 1940's, making it one of the oldest operating landfills in Arizona. Operating activities have varied throughout the life of the landfill. Currently the landfill serves the citizens of Eloy, surrounding County residents, and limited commercial waste. The landfill currently receives approximately 5,800 tons of waste annually, which is a relatively small amount compared to other landfills throughout Arizona that typically handle well over 100 tons annually.

On April 22, 2019 City staff and Alta Arizona (contractor) presented to Council a report prepared by Alta Arizona regarding the current use and operation of the landfill. The report evaluated many factors including equipment operation and maintenance costs, the volume of solid waste disposed at the landfill, current fees for residents and non-residents, and other factors related to this landfill and surrounding landfills. The report concluded that the rates and fees funding the landfill are not adequate to support the operation costs, future expansion costs, and ultimate closure costs of the landfill.

The report identified several operational options for the City to consider.

- Fill and Close
- Mothball and Transfer Station
- Expand the Landfill
- Partner with a private organization

City staff has further reviewed these options and recommends that the City advertise a Request for Proposal (RFP) for a private company to take over the operations of the

City landfill and to assume responsibility for all costs associated with further operations, expansion, permitting and closure of the landfill.

Several considerations to privatizing the landfill include, but not limited to, the following:

- The operator will assume all costs associated with the future operations of the landfill including permitting, monitoring, reporting, environmental issues, expansions, security, staffing, equipment purchases and maintenance, landfill closing costs, costs to monitor and maintain the landfill after the closure date, and any other costs and responsibilities associated with the landfill after closure.
- The operator will present a plan to provide the current landfill staff (3 persons) opportunities to remain working at the landfill. The current landfill staff will also have the option to transfer to another position within the City.
- The RFP will evaluate the proposers based on their past experience with operating and maintaining landfills, as well as their proposed plan to operate Eloy's landfill to ensure a competent company is selected.
- The operator should provide special consideration to the City of Eloy and its residents on the use of the landfill.
- The amount of projected revenue the City of Eloy can anticipate with privatizing the landfill operations.

Staff determined that there are State Statute limitations for cities and towns to dispose of real property, which may affect the City's decision on the selling of real property. Two Arizona statutes that apply to the sale of real property by a city are as follows:

1. A.R.S. § 9-402 allows cities to sell real property after an invitation for bids is published and notice has been posted.
2. A.R.S. § 9-403 applies to real property with a value that exceeds \$1,500,000. Such real property cannot be sold unless the sale is authorized by a special election. If a majority of the ballots cast are in favor of selling, the property may be sold at a public auction after notice.

An appraisal of the landfill would be needed in order to determine its value if Council wishes to consider the sale of the property rather than enter into a long-term lease arrangement. After an evaluation of the proposals, a determination on the viability of selling the landfill can be made.

Staff recommends proceeding with the RFP to privatize the City of Eloy Landfill. The acceptance of proposals does not commit the Council to proceed with privatization.

FISCAL IMPACT:

This item is only for approval to solicit the RFP and has no fiscal impact.

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper". The signature is fluid and cursive, with a long horizontal stroke at the end.

Stephen R. Cooper, City Attorney

City of Eloy

Notice of Request for Proposals (RFP)

RFP# 21-PWD-01

Solid Waste Facilities (Landfill) Agreement

Issue Date: April 20, 2021

RFP Packets may be downloaded at: eloyaz.gov

or through

Eloy City Hall
Mary Myers, City Clerk
595 N. C Street
Eloy, Arizona 85131

RFP NO.: 21-PWD-01

RFP TITLE: SOLID WASTE FACILITIES (Landfill) AGREEMENT

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EXHIBIT A – LANDFILL PERMIT

EXHIBIT B – LANDFILL MASTER PLAN

FIGURE 1 – SITE MAP

FIGURE 2 – REMAINING CAPACITY TABLE

SECTION A – PUBLIC NOTICE

City of Eloy, Arizona

RFP NO.: 21-PWD-01

RFP CLOSING DATE: June 22, 2021

RFP TITLE: Solid Waste Facilities (Landfill) Agreement

RFP NOTICE: Notice is hereby given that sealed proposals shall be received by the **City Clerk's Office, 595 North C Street, Suite 104, City of Eloy, Arizona, 85131** until **3:00 p.m. Arizona Time on June 22, 2021**. All proposals received in proper form shall be publicly opened and read aloud on the same day at 3:00 p.m., City Hall, 595 North C Street, Suite 104, City of Eloy, Arizona, 85131.

City of Eloy may reject any proposal not in compliance with prescribed public competitive procurement procedures and requirements, and may reject for good cause any or all proposals if City of Eloy finds it is in the public interest to do so.

RFP DESCRIPTION: City of Eloy seeks to procure an operator for the City of Eloy Landfill. The City is soliciting proposals from Offerors, qualified and responsible, to purchase or lease the landfill and equipment related solely to the operation of the landfill (including, without limitation, compactor, scraper, and modular building), to manage and operate the landfill, and be responsible for any and all future regulatory and financial obligations associated with the operation and closure of the landfill and post-closure activities. The City will also entertain proposals to operate a solid waste transfer station, including responsibility for regulatory and financial obligations associated with closure and post-closure activities at the City of Eloy Landfill.

Pre-Proposal Conference (Mandatory): May 11, 2021 at 10:00 a.m. (Arizona time) located at City Hall at 595 North C Street, Suite 104, City of Eloy, Arizona, 85131, and will be followed by a site visit at the City of Eloy Landfill.

There is not an expressed or implied obligation for City of Eloy to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

RFP documents, specifications, and addenda may be obtained in the following locations:

City of Eloy Website: www.elayaz.gov

Pursuant to the Americans with Disabilities Act (ADA), City of Eloy endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the City Clerk's office at (928) 453-4142 at least 24 hours prior to the meeting so that an accommodation may be arranged.

**Publish: April 20, 2021
May 4, 2021**

SECTION B – INTENT TO RESPOND NOTIFICATION

RFP NO.: 21-PWD-01

RFP TITLE: Solid Waste Facilities (Landfill) Agreement

CLOSING DATE & TIME: June 22, 2021 at 3:00 p.m. Arizona Time

LETTER OF INTENT TO RESPOND

This is to notify that it is our present intent to submit a proposal in response to the above referenced RFP.

The individual to whom all information regarding this RFP should be transmitted is:

Company Name: _____

Contact Name: _____

Street Address: _____

City, State, & Zip: _____

Phone Number: Fax Number: _____

E-Mail Address: _____

Submit this Letter of Intent by the deadline for requests for RFP clarifications which is to be electronically received by **May 14, 2021, 4:00 p.m., Arizona Time.**

Letter of Intent to Bid
RFP No.: 21-PWD-01
City of Eloy
City Clerk's Office
Attn: Mary Myers
Email to: mmeyers@eloyaz.gov

SECTION C – INSTRUCTIONS TO PROPOSER

1.0 IMPORTANT DATES SUMMARY

IMPORTANT DATES (Dates may be subject to change.)	
ACTIVITY (All times are in Arizona time.)	DATE
RFP Release/Advertisement	April 20, 2021
Pre-Proposal Conference (10:00 a.m. AZ time)	May 11, 2021
Pre-Proposal Site Visit (immediately after Pre-Proposal Conference)	May 11, 2021
Submittal of Written Questions (4:00 p.m. AZ time)	May 14, 2021
Proposal Must Be Submitted by (3:00 p.m. local AZ time)	June 22, 2021

2.0 SOLICITATION

City of Eloy (City) seeks to procure an operator for the City of Eloy Landfill. The City is soliciting proposals from Offerors, qualified and responsible, to purchase or lease the landfill and included equipment, to manage and operate the landfill, and be responsible for any and all future regulatory and financial obligations associated with the operation and closure of the landfill and post-closure activities. The City will also entertain proposals to operate a solid waste transfer station, including responsibility for regulatory and financial obligations associated with closure and post-closure activities at the City of Eloy Landfill.

3.0 LANDFILL BACKGROUND INFORMATION

3.1 SITE OWNERSHIP HISTORY

The City has owned and operated the City of Eloy Landfill (COEL) since the late 1950's. The entrance and scale house are located off of South Toltec Road approximately 1,000 feet north of the intersection of South Toltec Road and West Alsdorf Road. The Landfill has received waste from residents and commercial haulers in the City and from within Pinal County. In 1985 the Landfill obtained ADEQ approval for a Notice of Disposal. In 1996 the Landfill obtained ADEQ approval for Groundwater Monitoring Suspension under the small landfill exemption. In 1997 the Landfill obtained ADEQ approval of a Facility Master Plan. In 2013 the Landfill obtained ADEQ approval of the current Master Facility Plan.

3.2 WASTE TONNAGE AND REMAINING LANDFILL AIRSPACE

Currently, the landfill accepts about 5,800 tons per year (TPY). The waste tonnage accepted at the site over the last 7 years is tabulated below. It is estimated that

there will be 573,346 cubic yards of remaining landfill airspace (Gross Capacity) within the current 44 Acre active permitted area at initiation of the contract.

Reported Waste Tonnage City of Eloy Landfill	
Year	Tons Per Year
2014	21,940
2015	11,866
2016	11,491
2017	2,791
2018	4,454
2019	5,885
2020	9,107

The landfill Master Facility Plan approved by ADEQ in 2013 includes a 74.64 Acre lateral expansion of the existing landfill. The planned expansion will increase the Gross Capacity by 8,872,650 Cubic Yards, per the Master Facility Plan, **Exhibit B**.

3.3 LANDFILL PERMIT

The current COEL permit, *Master Facility Plan Approval No. 11006100.03*, was issued by the Arizona Department of Environmental Quality on July 25, 2013 (see **Exhibit A**) and contains an overview of the landfill's compliance and monitoring systems. **Figure 1** shows general site features of the facility, and **Figure 2** provides details about the remaining airspace.

3.4 TITLE V AIR PERMIT CONSIDERATIONS

Design capacity calculations were recently performed that compared the landfill's estimated total waste in-place at closure (2,424,125 megagrams (Mg)) to the 2.5 million Mg threshold found in the New Source Performance Standards (NSPS) in 40 CFR 60 Subpart WWW. The current estimate is below the 2.5 million Mg threshold that would trigger the requirement for Title V permitting and a landfill gas control system (LGCS). However, the proposer is strongly encouraged to include a description of planning considerations for the potential future need of a LGCS to be permitted and installed based on increases in landfill waste density and/or an expansion of the landfill causing the 2.5 million Mg threshold to be exceeded.

4.0 MINIMUM QUALIFICATIONS

Proposers are expected to have a minimum of 10 years of relevant and documented experience in landfill operations (a mandatory minimum of 10 years of continuous, documented experience). Experience in operating solid waste transfer stations, gas-to-energy projects, and community-level recycling programs (to include household hazardous waste, waste tires, and household recycling) will also be evaluated.

Documentation provided by the proposer to demonstrate the required years of

experience in landfill operations must clearly indicate the name of each facility, the street address of the facility, and length of time the facility has been operated by the proposer. If a proposer fails to meet these minimum qualifications in their proposal, the proposal shall be disqualified and will not be evaluated.

5.0 CONTRACT TERMS AND CONTRACTUAL RELATIONSHIP

The successful proposer will be required to enter into a contract with the City to provide for the sale or lease of the COEL and included equipment as well as the continued disposal of solid waste for at least 25 years by City residents, followed by the operation of a transfer station at the site for use by City residents after closure of the COEL, fulfilling the City's legal obligation to provide a site for waste disposal to its residents. The terms of that contract shall be commercially reasonable and will be negotiated in connection with the agreement once a decision has been reached on the recommended proposal. Alternatively, the contract may provide for the operation of a solid waste transfer station and for closure and post-closure activities at the COEL in conjunction with the sale or lease of all or part of the COEL.

6.0 GENERAL DESCRIPTION

This Request for Proposals seeks and invites competitive proposals from qualified developers and landfill operators to purchase or lease the COEL and included equipment and to operate COEL, including, but not limited to, the assumption of all future obligations associated with landfill closure and post-closure, and management of landfill gas emissions. The successful bidder should be prepared to enter into an ongoing business relationship with the City so that the City can satisfy its legal obligation to provide a site for waste disposal to its citizens. Alternatively, the proposal may contemplate operation of a solid waste transfer station, together with the assumption of closure and post-closure operations and expenses.

7.0 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held in Room 109 of City of Eloy Hall located at 595 North C. Street, City of Eloy, Arizona, 85131, on **May 11, 2021 at 10:00 a.m.** (Arizona time) for the purpose of clarifying proposal requirements and answering the questions of Prospective Proposers. It is the responsibility of Prospective Proposers to familiarize themselves with all the requirements of the solicitation and to identify any issues at the conference. Attendance at the conference is optional.

8.0 QUESTIONS

All questions that arise relating to this RFP shall be directed in writing to [Keith Brown, Public Works Director \(kbrown@eloyaz.gov\)](mailto:kbrown@eloyaz.gov). To be considered, written inquiries shall be received at the above-referenced email address by **May 14, 2021 at 4:00 p.m.**, Arizona time. Inquiries received will then be answered in an Addendum to the RFP. **Verbal Requests for clarifications or interpretations will not be accepted.** The City may not address questions received after this

deadline.

9.0 SITE TOUR

The Mandatory Pre-Proposal Conference will be followed by a site visit at the COEL.

10.0 PROPOSAL FORMAT

The proposal shall be a maximum of **thirty (30)** pages to address the proposal criteria (excluding resumes and the required Forms, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. A cover, a back, a table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or proposal criteria responses. The minimum allowable font for the proposal is **11 pt.** although tables, charts, graphs and other diagrams may be smaller if legible. Failure to adhere to the page limit and font size may result in the proposal being considered non-responsive.

11.0 PROPOSAL DELIVERY

At least one (1) signed original proposal, together with six (6) copies and one (1) electronic copy (in PDF format on a CD or thumb drive) of the proposal, must be submitted. Submittals must be clearly addressed to the City Clerk's Office, 595 North C. Street, City of Eloy, Arizona, 85131, and received no later than **June 22, 2021, 3:00 p.m., Arizona time**. Late submittals will not be considered under any circumstances. Submittals must be in a sealed envelope with the RFP Number and the Proposer's name and address clearly indicated on the envelope. RFP documents are available on City of Eloy's website at www.elayaz.gov. For technical information, please contact Keith Brown, P.E., kbrown@elayaz.gov. All other questions that arise relating to this RFP shall be directed in writing to Harvey Krauss, City Manager, hkrauss@elayaz.gov, by the Questions deadline above identified.

Proposals will be opened immediately after 3:00 p.m. (Arizona time) on June 22, 2021 at the Eloy City Hall, located at 595 North C. Street, City of Eloy, Arizona, 85131.

12.0 SCOPE

Proposers are expected to assume all costs associated with operating and maintaining the landfill or transfer station including, but not limited to, the following:

- Landfill operating expenses (fuel, maintenance, roads, etc.);
- Landfill capital expenses;
- Applicable taxes and administrative fees;
- Bonds;
- Insurance;

- Staffing;
- Payroll;
- Maintenance; and
- Regulatory Compliance (including any permits, fines, penalties, and legal expenses).

The proposal must acknowledge that the operator of the landfill will be required to assume any costs required to comply with all environmental regulations.

The proposal must identify all aspects of the proposed operation of the COEL including, but not limited to, the following:

- Proposed structure of the sale or lease of the COEL and included equipment and the operational agreement for the COEL (including the purchase price or a description of the lease payments to the City in the form of royalty per ton, percent of revenue, host fee or per month fee, or any combination of these);
- Continuation of Recycling, Household Hazardous Waste, Electronic Waste and Waste Tire Programs;
- Proposed financial assurance (e.g., parent guaranty, bond, trust fund) for the costs that will be incurred by operator due to the eventual closure of the landfill and associated post-closure activities, and an estimation of what the Proposer believes the impacts to the City would be (e.g., higher fees required to fund a landfill closure/post-closure trust fund);
- Proposed future contractual relationship between Proposer and City for continued disposal of waste;
- Proposed future contractual relationship between Proposer and City for long-term residential solid waste collection and disposal services;
- Proposed waste diversion considerations to increase the life of the landfill; City will pay particular attention to the diversion of waste from the landfill to extend the life of the facility. This might include increased rates for customers from outside City limits and/or the recycling/re-use of materials slated for disposal (i.e. concrete road millings, palm fronds, etc.);
- Consideration of installing final cover on certain areas of the landfill that have reached final grades (as shown in the Landfill Master Plan, **Exhibit B**);
- Proposal for a commitment to achieving a 1,600 lbs/cy waste compaction density, defined as the weight of waste disposed of per cubic yard of total landfill airspace consumed;
- Proposal for a commitment to a certain number of days of free waste disposal for City residents;
- Proposal for a commitment to a certain up-time on equipment (e.g., compactor up-time will exceed 90%);
- Proposal for corrective actions or penalties if certain commitments are not upheld (e.g., implementation of a performance improvement plan, fines or credits to City for lost airspace);
- The Proposer shall describe in detail its plan to transition service from the City to Proposer. The plan should include a timetable, detailing steps and

- milestones, customer outreach materials and methods, including transfer of any permits and approvals from City to the Proposer; and
- Proposal to employ the three (3) current COEL employees, and potential obstacles or difficulties of the transition, including proposed solutions.

Alternatively, if the proposal contemplates the operation of a solid waste transfer station but not the operation of the COEL, the proposal shall include those items listed above relevant to the operation of a solid waste transfer station and to the assumption of regulatory and financial responsibility for closure and post-closure activities at the COEL.

SECTION D – TERMS AND CONDITIONS

1.0 PROPOSAL TERMS

The terms of the proposal shall be commercially reasonable and will be negotiated in connection with the lease or purchase agreement and the operations agreement. Proposals must include the following terms:

1. Operation of the COEL for a minimum of 25 years for City residents;
2. Operation of a transfer station at the site for use by City residents after closure of the COEL, with the terms subject to negotiation;
3. Beginning and completing Closure and Capping of areas within 18-months of reaching final grade as defined in the permit;
4. Operator will provide the City with a minimum of three years written notice of the pending final closure of the COEL, including any future expansions of the existing COEL footprint;
5. Operator will assume all permitting, reporting, and compliance activities for the COEL. For any lease, the Operator will provide the City of Eloy with copies of all documents submitted to regulatory authorities at the time of submittal;
6. Operator will assume and run the Recycling, Household Hazardous Waste (HHW), Electronic Waste and Waste Tire Programs for City of Eloy as currently operated for the life of the site;
7. Operator will provide proper notification and comment period for the public for any and all fee changes. This shall include a public meeting with at least fifteen (15) days of published notice, thirty (30) days before the fee is to be changed;
8. Operator shall only accept permissible wastes at the COEL, as defined by the landfill's facility plan approval (permit), originating from within City of Eloy and other jurisdictions agreed upon in writing by City of Eloy;
9. Operator will be required to provide financial assurance and/or a guaranty from an entity with a net worth of \$_____ to secure the Operator's obligations under the purchase agreement or lease;
10. Any lease will require insurance with policy types and amounts acceptable to the City; and
11. The closing of a sale or lease will be contingent on the City's issuance to Operator of a conditional use permit allowing landfill use.

If the proposal only contemplates the operation of a solid waste transfer station, the proposal shall include the relevant items listed above, including whether the transfer station will be operated in conjunction with the sale or lease of all or part of the COEL, the Proposer's responsibility for closure and post-closure of the COEL, and other matters considered relevant by the Proposer.

2.0 EVALUATION

City of Eloy will review the proposals based on the following criteria:

1. Qualifications

- a. Experience operating, maintaining, and running a landfill and transfer station. NOTE: If Proposer does not have a minimum of ten years of experience, the proposal will automatically be disqualified;
- b. Experience with landfill gas-to-energy projects;

2. Proposal's Scope

- a. Landfill Air Space/Waste Diversion;
- b. Waste Tire and HHW Programs;
- c. Recycling and Electronic Waste Programs; and
- d. Other items listed under Scope (Section C, Part 12.0).

3. Proposal Terms – How the proposal meets the Proposal Terms (Section D, Part 1.0).

4. Fees/Revenues – The percentage of fees and/or other revenue proposed to be paid to the City of Eloy over the life of the landfill.

3.0 ORAL INTERVIEWS

Proposing firms selected for oral interviews will be invited to participate in discussions with the Selection Committee at such date as announced by the City and evaluated based upon general information provided by the Proposer, the Proposer's experience and qualifications, how the Proposer will fill key positions at the COEL, the proposal's terms, scope, and value, and the Proposer's responses to other questions posed during the interview. Proposing firms may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the proposals and more to (i) identifying the proposing firms' program approach and appraising the people who would be directly involved in the Services for this RFP, and (ii) exploring with the Proposer the scope and nature of the project, the Proposer's proposed method of performance and the relative utility of alternate methods of approach.

4.0 AWARD

Award Recommendations will be posted on the City of Eloy Website at <https://www.elayaz.gov>. A file will be available for all Proposers and the public for review, consisting of this RFP, all accepted proposals, memorandum to the City Council, advertising documents, and Conference attendance sheets. City Staff will present the recommendations to the City Council at a regularly held meeting. The

City Council will take action to accept or reject the recommended proposal at that time, and to direct Staff to negotiate the final business terms with the successful Proposer, substantially conforming to the chosen proposal. The resulting contract will then be taken to the City Council for final approval and execution.

5.0 RIGHT TO DISQUALIFY

The City reserves the right to disqualify any Proposer who fails to provide information or data requested herein or who provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the City.

6.0 CITY'S RESERVATION OF RIGHTS

In connection with the issuance of this RFP, the City reserves and may, in its sole discretion, exercise any one or more of the following rights and options that Proposers hereby agree to by submitting a proposal to the RFP:

1. To reject any or all proposals and to reissue this RFP at any time;
2. To issue a new RFP with terms and conditions substantially different from those set forth in this or a previous RFP;
3. To issue a new RFP with terms and conditions that are the same or similar as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in the best interest of the City;
4. To extend this RFP in order to allow for time to obtain additional proposals prior to the RFP's proposal deadline, or for any other reason the City determines to be in the best interest of the City;
5. To supplement, amend, substitute or otherwise modify or amend this RFP at any time;
6. To cancel this RFP at any time;
7. To waive any defect of deficiency in any proposal;
8. To enter into negotiations with any one or more Proposers regarding the terms of their proposals; and
9. To enter into simultaneous, competitive negotiations with multiple Proposers.

7.0 PREPARATION COSTS

Under no circumstances will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of a contract.

8.0 PROPOSER CERTIFICATION

By submitting a proposal, each Proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Any Proposer unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and 1-502, the City shall require any successful Proposer that submits its proposal as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence prior to the award of any contract resulting from this process.

9.0 COVENANT AGAINST CONTINGENT FEES PAID TO PROPOSER

By submitting a proposal, the Proposer certifies that it has not employed nor retained any person or company, other than a bona fide employee/consultant working solely for the Proposer, to solicit or secure the contract described in this RFP, and that no agreement has been made to pay the Proposer any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. The Proposer certifies submission of the proposal did not involve collusion or other anti-competitive practices.

10.0 NO GRATUITY

Proposer certifies it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a City employee, officer or agent in connection with the submitted proposal. It (including the Proposer's employees, representatives, agents, lobbyists, attorneys and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the Mayor, City Council, City Manager, Department Heads and other City staff. All contact must be addressed to the City Representative listed on the cover of this RFP. Any attempt to influence the selection process by any means shall void the submitted proposal and any resulting Agreement.

11.0 APPLICABLE LAW

Any and all disputes arising under this RFP and any resulting contract shall be governed according to the laws of the State of Arizona, and the Proposer shall agree that the venue for any such action brought to enforce provisions of the contract shall be in the State of Arizona.

12.0 COMPLIANCE WITH LAWS

Proposers agree to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances.

13.0 ADDITIONAL TERMS AND CONDITIONS

By issuing this RFP, the City shall not create any contractual rights or obligations by and between the City and any person or entity responding hereto.

14.0 FAIR TRADE CERTIFICATIONS

By submitting a proposal, the Proposer certifies 1) Independent Prices. The prices have been arrived at independently, without consultation, communication, or

agreement for the purpose of restricting competition, as to any matter relating to such prices with anyone. 2) No Disclosure. Unless otherwise required by law, the prices which have been quoted in its proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to the opening of proposals.

3) Influence on Competition. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

EXHIBIT A
LANDFILL PERMIT

EXHIBIT B

LANDFILL MASTER PLAN

FIGURE 1

SITE MAP

FIGURE 2

REMAINING CAPACITY TABLE

FOR CURRENT 44 ACRE

PERMITTED AREA

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.B.

Date: 4/12/2021

Date submitted:
04/04/2021

Action: Formal

Subject: Authorization for the City to enter into an Agreement with The Hope Coalition dba the Eloy Food Bank for CARES funding to support programs and services related to the impacts of COVID-19 within the City of Eloy.

Date requested:
4/12/2021

TO: Mayor and City Council

FROM: Harvey Krauss, City Manager

RECOMMENDATION:

Council authorize the City to enter into an Agreement with The Hope Coalition dba the Eloy Food Bank for CARES funding to support programs and services related to the impacts of COVID-19 within the City of Eloy.

DISCUSSION:

In August 2020 the City entered into an Agreement with the Community Action Human Resource Agency (CAHRA) for CARES funding to support programs and services to Eloy households impacted by the COVID-19 pandemic. The Mayor and Council authorized \$60,000 for rental and utility assistance, \$10,000 for purchase of a freezer, and \$30,000 for the Santa Cruz Food Pantry. To date, the City has reimbursed CAHRA approximately \$26,000.

In addition, the City Council authorized a similar Agreement with the Pinal-Gila Council for Senior Citizens (PGCSC) to provide up to \$36,000 of CARES funding for the preparation of meals for home delivery as well as congregate meals to Eloy senior citizens. To date, the City has reimbursed PGCSC approximately \$27,000 of CARES funding.

Eloy households continue to be experiencing financial hardships due to the pandemic, which has caused a reduction and/or loss of income, and health and safety concerns. To extend the outreach of assistance to Eloy residents, The Hope Coalition dba the Eloy Food Bank (formerly the First United Methodist Food Bank-Eloy) proposes to use up to \$40,000 of the City's CARES funding allocation for food box distribution, and rent and utility assistance to eligible Eloy households. The Eloy Food Bank, which is a 501(C)3 organization, has been serving the families of Eloy for 16 years, and is totally funded by donations and grants. Households seeking assistance must

demonstrate eligibility, and assistance would be provided on a first come, first serve basis.

The Eloy Food Bank proposes food box assistance to a minimum of 50 Eloy households per month at \$20,000, and The Hope Coalition would provide monthly rent and utility assistance to approximately 15 Eloy households at \$20,000.

The Agreement with The Hope Coalition/Eloy Food Bank is structured in a similar manner as the Agreements with CAHRA and PGCSC. The term of the Agreement would be from May 1, 2021 to December 31, 2021.

FISCAL IMPACT:

The Hope Coalition dba the Eloy Food Bank would be eligible for CARES funding of up to \$40,000 from May 1, 2021 through December 31, 2021.

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
THE HOPE COALITION/ELOY FOOD BANK
FOR
COVID-19 PUBLIC SERVICE ACTIVITIES**

THIS AGREEMENT (“**Agreement**”) is dated April 12, 2021, and made by and between the City of Eloy (“CITY”), a municipal corporation within the State of Arizona and The Hope Coalition dba Eloy Food Bank, a nonprofit organization of the State of Arizona (“THE HOPE COALITION”).

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, THE HOPE COALITION 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 THE HOPE COALITION to prevent, prepare for, and respond to COVID-19; and,

D. WHEREAS, THE HOPE COALITION 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, THE HOPE COALITION 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. THE HOPE COALITION Obligations.

- a. THE HOPE COALITION 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. THE HOPE COALITION 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, THE HOPE COALITION 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, THE HOPE COALITION 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. THE HOPE COALITION agrees to provide rental and utility assistance and food boxes to only qualified individuals and families residing within the corporate limits of Eloy.

f. THE HOPE COALITION will cooperate with the CITY on any audits of financial records that may be required from time to time, and THE HOPE COALITION 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 \$40,000 of funding to THE HOPE COALITION for COVID-19 related programs and activities as provided in Exhibit A.

b. CITY shall process monthly requests from THE HOPE COALITION 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 December 31, 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. THE HOPE COALITION 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 THE HOPE COALITION 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 (\$40,000) has been reimbursed to THE HOPE COALITION, or December 31, 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

THE HOPE COALITION
Alice Brown, Director
605 N. Santa Cruz Blvd.
Eloy, Arizona 85131
Aabrown1@comcast.net

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

The Hope Coalition dba the Eloy Food Bank
a nonprofit organization of the State of Arizona

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

By: _____
Alice Brown, Director

By: _____
Micah Powell, Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Mary Myers, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney (if applicable)

Stephen Cooper, City Attorney

PROPOSAL TO CITY OF ELOY FOR CARES FUNDING

Eloy Food Bank Funding

The proposed use of the City of Eloy funds by The Hope Coalition is a 501(C)3 nonprofit organization DBA: Eloy Food Bank, 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.

The Eloy Food Bank has been serving the families of Eloy for 16 years (Formerly known as First United Methodist Food Bank-Eloy). It is totally funded by donations and grants.

Households eligible to receive the one-time assistance must be able to document that their current financial hardship is due to COVID-19. Our director 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.

Households will 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)

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

Funds Requested: May 1 – December 31, 2021

Assistance to a minimum of 50 Eloy households/month

\$20,000.00 (Twenty Thousand Dollars)

PROPOSAL TO CITY OF ELOY FOR ELOY CARES FUNDING

Rent and Utility Assistance

The proposed Eloy CARES funds by The Hope Coalition 501(C)3 a nonprofit 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 utility service assistance.

Our Mission Statement is: The Hope Coalition believes: Hope means: Hang on possibilities exists-through where help brings hope. We have been in existence since January of 2018.

The Households eligible to receive the one time assistance must be able to document that their current financial hardship is due to COVID-19. Our director 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 \$750.00 paid directly to their landlord/property owner.

Our director will also screen and evaluate applications for financial assistance and approve eligible household with assistance up to \$500.00 for utilities (water, sewer, trash, electric, gas) paid directly to the utility company(s).

Households will 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)
- Past due, late notice or eviction notice is required to receive rental and utility assistance.

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

Funds Requested: May 1-December 31, 2021

Assistance to approximately 15 Eloy households

\$20,000.00 (Twenty Thousand dollars)

CITY of ELOY CARES Funding 2021

	A	B	C	D	E	F	G
1	May			June			
2	Item		Cost	Item		Cost	
3	Rental Assistant (2) people		\$1,500.00	Rental Assistant (2) people		\$1,500.00	
4	Utillies (2) people		\$1,000.00	Utillies (2) people		\$1,000.00	
5	Supplemental Food Box (50) people		\$2,500.00	Supplemental Food Box (50) people		\$2,500.00	
6							
7	Total Request		\$5,000.00	Total Request		\$5,000.00	
8							
9	July			August			
10	Item		Cost	Item		Cost	
11	Rental Assistant (2) people		\$1,500.00	Rental Assistant (2) people		\$1,500.00	
12	Utillies (2) people		\$1,000.00	Utillies (2) people		\$1,000.00	
13	Supplemental Food Box (50) people		\$2,500.00	Supplemental Food Box (50) people		\$2,500.00	
14	Total Request		\$5,000.00	Total Request		\$5,000.00	
15							
16	September			October			
17	Rental Assistant (2) people		\$1,500.00	Rental Assistant (2) people		\$1,500.00	
18	Utillies (2) people		\$1,000.00	Utillies (2) people		\$1,000.00	
19	Supplemental Food Box (50) people		\$2,500.00	Supplemental Food Box (50) people		\$2,500.00	
20							
21	Total Request		\$5,000.00	Total Request		\$5,000.00	
22							
23	November			December			
24	Rental Assistant (2) people		\$1,500.00	Rental Assistant (2) people		\$1,500.00	
25	Utillies (2) people		\$1,000.00	Utillies (2) people		\$1,000.00	
26	Supplemental Food Box (50) people		\$2,500.00	Supplemental Food Box (50) people		\$2,500.00	
27							
28	Total Request		\$5,000.00	Total Request		\$5,000.00	
29							
30							
31				Total Income expected		\$40,000.00	
32				Total Expenses expected		\$40,000.00	
33				Balance due end of December 2021		\$0.00	
34							
35	Note: the monthly expenditures are estimates.						

City of Eloy
CARES Food Boxes

	A	B	C
1	FOOD	SIZE	PRICE
2	Canned Tuna	4 cans	\$4.00
3	Canned Chicken	4 cans	\$7.00
4	Canned Beef	4 cans	\$5.00
5	Canned Chili	2 cans	\$4.00
6	Spaghetti O's	4 cans	\$4.00
7	Pasta Sauce	2 cans	\$4.00
8	Pasta	2 boxes	\$2.00
9	Sugar	5 lbs	\$3.00
10	Flour	5 lbs	\$2.00
11	Vegetable Oil	40 oz	\$2.00
12	Powered Milk	1 box	\$4.00
13	Cereal	1 box	\$3.00
14	Roman Noodles	6 pks	\$2.00
15	Bottled Water	1 case	\$4.00
16			
17		TOTAL	\$50.00
18			
19			
20	Note: Each supplemental food box will be worth approximately \$50.00. Give out approximately 50 per month x\$50.00=\$2,500 x 8 months = \$20,000.00 May-Dec 2021		
21	Note: Contents subject to change depending on availability		