NOTICE OF REGULAR COUNCIL MEETING

In accordance with §38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, March 10, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 10 de Marzo del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED ON 3/09/2021

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
March 10, 2021
7:00 p.m.

The March 10, 2021 Regular Council meeting, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public. However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website https://sanluisaz.gov/listenlive. Recordings of the meetings will be available on the city's website https://sanluisaz.gov/listenlive after the meeting.

Public comment will be limited to Agenda Items No. 5H - Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2021-031. A request by Alejandra Muñoz, owner, for a conditional use permit to allow the construction of an accessory dwelling unit (guesthouse) on property located at 115 N. Escamilla Court; and 6A - Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2021-044. A request by Alejandro and Maria Lopez, owners, for a variance to reduce the rear yard setback from 10 feet to 5 feet for the construction of a room addition on property located at 514 N. Fuentes Drive.

The city will receive public comments by email at cityclerksoffice@sanluisaz.gov for City Council's consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on Wednesday, March 10, 2021. Any email comments received will be read aloud into the record.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access.

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la junta regular del Cabildo del 10 de Marzo del 2021. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis https://sanluisaz.gov/listenlive. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad https://sanluisaz.gov/listenlive después de la reunión.

Los comentarios públicos se limitarán a los temas de la Agenda No. 5H - Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con el Permiso de Uso Condicional, Caso No. 2021-031. Una solicitud de Alejandra Muñoz, propietaria, de un permiso de uso condicional para permitir la construcción de una unidad de vivienda accesoria (casa de huéspedes) en la propiedad ubicada en 115 N. Escamilla Court; y 6A - Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con el caso de variación núm. Una solicitud de Alejandro y María López, propietarios, de una variación para reducir el retroceso del patio trasero de 10 pies a 5 pies para la construcción de una habitación adicional en la propiedad ubicada en 514 N. Fuentes Drive.

La ciudad recibirá comentarios públicos por correo electrónico: cityclerksoffice@sanluisaz.gov para consideración del Cabildo Municipal en cualquier momento antes de la reunión y durante la reunión, que está programada para comenzar a las 7:00 p.m. el Miercoles 10 de Marzo del 2021. Cualquier comentario por correo electrónico recibido se leerá en voz alta para ser documentado.

Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de Marzo del 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de Marzo del 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID- 19).

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. CONSENT AGENDA
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

4. A. MINUTES OF
- Work Session held February 3, 2021
- Regular Council meeting held February 10, 2021
- Regular Council meeting held February 24, 2021

4. B. DISBURSEMENTS FROM FEBRUARY 13, 2021 TO FEBRUARY 28, 2021
Total Disbursements $534,660.86
(Five Hundred Thirty-Four Thousand, Six Hundred Sixty Dollars and Eighty-Six Cents)

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the award of contract to J2 Engineering and Environmental Design, LLC for the Downtown Redevelopment Plan. **(Jenny Torres, Economic Development Manager)**

5. B. Discussion and possible directions to staff on any and all matters regarding Request for Qualifications (RFQ) for On-Call Engineering Services RFQ No. 2021-001. **(Mary French-Jones, Grants Writer)**

5. C. Discussion and possible direction to staff on any and all matters regarding Request for Qualifications (RFQ) for On-Call Architectural Services RFQ No. 2021-002. **(Mary French-Jones, Grants Writer)**

5. D. Discussion and possible action on any and all matters regarding Resolution 2156. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, (1) approving the sale and execution and delivery of pledged excise tax revenue obligations, Taxable Series 2021, evidencing a proportionate interest of the owners thereof in a third excise tax purchase agreement; (2) approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and execution and delivery of such obligations; (3) adopting post-issuance continuing disclosure compliance procedures in connection with Issuance of obligations of the city and a contingency reserve fund policy; (4) delegating authority to the Finance Director of the city to cause a transfer of appropriations within the Fiscal Year 2021 Budget of the city; (5) delegating authority to the Mayor, Manager and Finance Director of the city to determine certain matters and terms with respect to the foregoing; (6) authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and (7) declaring an emergency. **(Mark Reader, Underwriter, a Managing Director in Public Finance for Stifel, Nicolaus & Company, Inc.)**

5. E. Discussion and possible action on any and all matters regarding Resolution No. 2157. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School as amended. **(Lizandro Galaviz, Director of Parks and Recreation and Kay Marion Macuil, City Attorney)**

5. F. Discussion and possible action on any all matters regarding Resolution No. 2158. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental Agreement with Yuma County Flood Control District for design, construction, and maintenance of the San Luis Retention Basin Pump Station. **(Eulogio Vera, Director of Public Works)**

5. G. Discussion and possible action on any and all matters regarding a contract with Edais Engineering, Inc. associated with the expansion of City Hall. **(Jose A. Guzman, Director of Planning and Zoning)**

5. H. Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2021-031. A request by Alejandra Muñoz, owner, for a conditional use permit to allow the construction of an accessory dwelling unit (guesthouse) on property located at 115 N. Escamilla Court. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Conditional Use Permit Case No. 2021-031

6. BOARD OF ADJUSTMENT - Motion to adjourn as City Council and convene as Board of Adjustment.

6. A. Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2021-044. A request by Alejandro and Maria Lopez, owners, for a variance to reduce the rear yard setback from 10 feet to 5 feet for the construction of a room addition on property located at 514 N. Fuentes Drive. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing
   1. Presentation by staff and/or applicant
   2. Call to the Public on this item
B. Close public hearing
C. Action on Variance Case No. 2021-044

7. REGULAR SESSION AS CITY COUNCIL - Motion to adjourn as Board of Adjustment and reconvene as City Council.

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

9. ADJOURNMENT

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. A.**

Meeting Date: 03/10/2021

Summary

MINUTES OF

- Work Session held February 3, 2021
- Regular Council meeting held February 10, 2021
- Regular Council meeting held February 24, 2021

Attachments

2/3/2021 WS

2/10/2021 RCM

2/24/2021 RCM

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
February 3, 2021
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Matias Rosales called the Work Session to order at approximately 6:45 p.m.

Mayor and City Council participated remotely due to COVID-19.

PRESENT:
Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Luis E. Cabrera
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Gloria Torres

OTHERS PRESENT:
Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Alexis Gomez, Code Enforcement Officer
Angel Ramirez, Fire Chief
Axel Chayra, Information Technology Department
Christine Velez, Management Analyst (remotely)
Derek Dueñas, Information Technology Manager
Eulogio Vera, Director of Public Works
Glenn Gimbut, Assistant City Attorney
Jose A. Guzman, Director of Planning & Zoning
Lizandro Galaviz, Director of Parks & Recreation
Marlene Lara, Assistant to Council/PIO
Monica Castro, Director of Finance
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police
Mark Reader, Stifel
Claude Lockhart, Stifel

2. ITEMS FOR DISCUSSION ONLY:

2. A. Presentation followed by discussion and possible directions to staff on any and all matters regarding the Public Safety Personnel Retirement System (PSPRS) unfunded liability and related options for consideration. (Mark Reader, Managing Director at Stifel)

Ms. Monica Castro, Director of Finance, informed that during a meeting, she presented the pension policy for Police and Fire departments, where the police plan is funded below 65%, while the fire plan is at over 86%. She mentioned that the city's goal is to be 100% funded. She added that at the favorable market conditions, many Public Safety Personnel Retirement System employers are looking at fixed rate pension obligations bonds as a viable funding option to either reduce or pay off their Unfunded Actuarial Accrued Liabilities.

Mr. Mark Reader and Mr. Claude Lockhart from Stifel made a PowerPoint presentation on Police and Fire Pension Plan Liability Management. A copy of this presentation is attached to the complete agenda packet filed in the City Clerk's Office.

Mayor Gerardo Sanchez directed Ms. Castro to proceed with this item as agreed by all City Council members.

2. B. Discussion and possible directions to staff on any and all matters regarding an update on the Request for Qualifications (RFQ) for the Build Discretionary Grant Assistance for the Cesar Chavez Boulevard project. (Jenny Torres, Economic Development Manager)

Ms. Jenny Torres, Economic Development Manager, informed that she had made a previous presentation on this item requesting authorization to solicit Requests for Qualifications (RFQ). On December 22, 2020, the city released an RFQ to provide technical assistance for developing the BUILD grant application for the Cesar Chavez Boulevard project. She commented that the BUILD grant is very competitive, it is put together by the U.S. Department of Transportation for $25 million; one of their regulation is a 20% grant match, which will be up to a $5 million match funding. Furthermore, she informed that 39 invitations were sent out, and the city received one (1) proposal. She added that staff is currently negotiating the fee and contract; the initial proposal is $49,850.00. She commented that the item was not budgeted for this fiscal year since there were delays with the contract. City Council directed staff to request the funding from the council contingency fund should the project move forward this year. She mentioned that the city should apply for this funding, the funding availability will be released on February 2021, and the turnaround is in May 2021. She asked Mayor and City Council for their direction on whether or not to proceed with this item to present the item in the next scheduled meeting for February 10, 2021.

Mayor Gerardo Sanchez directed Ms. Torres to proceed with this item as agreed by all City Council members.

2. C. Discussion and possible directions to staff on any and all matters regarding the purchase of a new Self Contained Breathing Apparatus (SCBA) fill station. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, informed that this item was budgeted for the current fiscal year. He mentioned that the current fill station was purchased in the early 2000s. He added the current unit had sustained numerous repairs in the past year; he said that much of the issues have to do with overloading the system to the current bottles. He asked Mayor and City Council to purchase said equipment a allow staff to waive the procurement code, as LN Curtis is the current vendor and has always provided excellent customer service and always prioritized the city's needs.

Mayor Gerardo Sanchez directed Mr. Ramirez to proceed with this item as agreed by all City Council members.

2. D. Discussion and possible directions to staff on any and all matters regarding off-site signs on Archibald Street. (Jose A. Guzman, Director of Planning and Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that the current city code prohibits installing off-site signs on Main Street south of County 22nd Street and only allows them on commercial properties located in a major arterial road. He mentioned that the current ordinance was adopted when the traffic going into Mexico was on Main Street. He added that the traffic now travels south on Archibald Street, therefore is now considered a major arterial road; therefore, the regulations allow for off-site signs on said street. He asked Mayor and City Council for directions regarding whether or not to allow off-site signs on Archibald Street. Mr. Guzman explained that off-site signs are signs advertising businesses in another location.

Mayor Gerardo Sanchez directed Mr. Guzman to proceed with this item as agreed by all City Council members.

2. E. Discussion and possible directions to staff on any and all matters regarding the approval and adoption of Order No. 2021-3. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program Award - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. (Richard Jessup, Chief of Police)

Mr. Richard Jessup, Chief of Police, informed that the San Luis Police Department had been awarded $500,000.00 for overtime and $20,025.00 for mileage for fiscal year 2020 Operation Stonegarden Program for a total of $520,025.00.

He mentioned that this would support the United States Border Patrol mission by allowing police officers to prevent the egress of drug and undocumented person smuggling and the nexus of terrorism.

Mayor Gerardo Sanchez directed Mr. Jessup to proceed with this item as agreed by all City Council members.

2. F. Discussion and possible directions to staff on any and all matters regarding Proposition 207 passed by the voters on November 3, 2020, and amending the city's recreational marijuana ordinances under No. 403, and 404 to eliminate the need for dual licenses for medical and recreational marijuana while maintaining the places that either type of business may be located and adjusting the license fee. (Glenn J. Gimbut, Assistant City Attorney)

Mayor Gerardo Sanchez mentioned that a Special Council meeting was held before this work session. There were no additional questions or concerns from the members of the City Council. He asked Mr. Glenn Gimbut to proceed with this item as agreed by all City Council members.

2. G. Discussion and possible directions to staff on any and all matters regarding Resolution No. 2153. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School. (Kay Marion Macuil, City Attorney and Lizandro Galaviz, Parks and Recreation Director)

Ms. Kay Marion Macuil, City Attorney, informed that this item was presented and approved during the last regular council meeting. This item was brought back because the final agreement was not attached to the agenda item during that meeting.

Mayor Gerardo Sanchez directed Ms. Macuil to proceed with this item as agreed by all City Council members.

2. H. Discussion and possible directions to staff on any all matters regarding a proposed resolution of the Mayor and City Council of the City of San Luis, Arizona approving and adopting the Inmate Work Intergovernmental Agreement with the Arizona Department of Corrections. (Kay Marion Macuil, City Attorney, Lizandro Galaviz, Department of Parks and Recreation Director and Eulogio Vera, Public Works Director)

Ms. Kay Marion Macuil, City Attorney, informed that the current agreement has already expired. This agreement is for when COVID-19 is no longer a safety concern. She added that staff would like to renew the agreement for a five-year term.

She mentioned that staff has attempted to work with the Department of Corrections to provide personal protective equipment for their personnel but has had no luck in getting to the correct person; for this reason, the agreement will be left as it is.

Mayor Gerardo Sanchez stated that the Department of Corrections is an essential workforce, and the city saves a lot of money for its services. He said that he has no problem renewing the agreement. He directed Ms. Macuil to proceed with this item as agreed by all City Council members.

2. I. Discussion and possible directions to staff on any and all matters regarding a Business Grant Program to assist small local businesses impacted by the pandemic. (Council Member Luis E. Cabrera; Jenny Torres, Economic Development Manager; and Monica Castro, Director of Finance)

Council Member Luis E. Cabrera stated that he spoke with Jenny Torres regarding the bill introduced by Congressmen Raul Grijalva regarding the Business Grant Program. He mentioned that he spoke with Ms. Torres to see if the city can implement this grant even if it does not pass.

Ms. Jenny Torres, Economic Development Manager, gave a PowerPoint Presentation regarding this topic. A copy of this presentation is attached to the complete agenda packet filed in the City Clerk's Office.

Mayor Gerardo Sanchez asked if funds from contingency funds will be allocated for this program.

Ms. Monica Castro, Director of Finance, mentioned that indeed this program was not budgeted for; if City Council is interested in initiating this program, then funding would have to be found. She commented that he had a conversation with Eulogio Vera, Director of Public Works. He had mentioned that his department might have funding available for this program from the new fleet shop budget. This project has started, but he believes that not all funds will be spent; for this reason, there will be approximately $100,000.00 available if City Council decides to help San Luis businesses.

Kay Marion Macuil, City Attorney, stated that there are legal concerns where the anti-gift clause applies; if City Council wishes to proceed with this program, more thorough research will have to be done to move with this program.

Mayor Gerardo Sanchez asked Ms. Macuil if the anti-gift clause will interfere with the program.

Ms. Macuil replied that she would have to see if the city has federal funding that can be utilized for this program or economic development business support.

Mayor Gerardo Sanchez asked if staff promotes the bill proposed by Congressman Raul Grijalva or a city's program.

Ms. Torres replied that staff had not promoted this program as the bill has not passed yet. She mentioned that staff had been asked to provide examples of businesses that have been affected, but staff is uncertain if this bill will pass. If it does not pass, it will be the City Council's decision whether they would like to start a local program.

Vice-Mayor Matias Rosales commented that if this program is funded, staff will have to be very careful that funds are appropriately utilized. In other cities, businesses were taking advantage of the program even though they did not need the funds.

City Council members were supportive of this program and asked staff to proceed with this program.

2. J. Discussion and possible directions to staff on any and all matters regarding a citywide Beautification Program. (Council Member Luis E. Cabrera; Lizandro Galaviz, Director of Parks & Recreation; Eulogio Vera, Director of Public Works; and Richard Jessup, Chief of Police)

Council Member Luis E. Cabrera mentioned that he spoke with Mr. Lizandro Galaviz, Director of Parks & Recreation, regarding critical areas that community members complain about. He added that one of the areas that people have complaint the most is along Cesar Chavez Boulevard from 4th Avenue to 10th Avenue; one of the main reasons for this is that the city does not have the help of the Arizona Department of Corrections.

Mr. Eulogio Vera, Director of Public Works, replied that the Arizona Department of Corrections, inmates, were a great help to the city, but does not mean that the city cannot do the job and stated that staff would work on improving that area. He mentioned that staff is working on getting authorization to beautify areas that do not belong to the city.

Mayor Gerardo Sanchez asked what the status of the walking path on Cesar Chavez Boulevard is.

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that staff is working with the Yuma County Water Users Association (YCWUA) to cover all the areas owned by them. The agreement will make it easier for the city if it wishes to do any construction or landscape type. Cesar Chavez Boulevard's area between 6th and 8th Streets are part of this agreement and all the canal right-of-way for the future pathways. He added that staff received comments from the YCWUA, and staff will address those comments; soon, staff will come before City Council for approval of the agreement.

Mayor Gerardo Sanchez mentioned that City Council would like to make sure that this item is not dropped off; the city needs the beautification project. Also, the community needs to see that the city cares about its concerns. He added that the city needs to be on top streets and parks.

Council Member Luis E. Cabrera also addressed the issue of accumulating sand and bushes on Avenue F. He asked if something can be done on this area.

Mr. Vera replied that staff has reviewed this topic and has come out with different ideas such as hay bail installation, but the concern on hay bails is that people my lite fire to it; the other idea is to install concrete barriers. He added that staff is still reviewing the different options and costs.

City Council members were supportive of this item and asked staff to continue with the beautification program throughout the city.

2. K. Discussion and possible directions to staff on any and all matters regarding the speed limit on Urtuzuastegui Street. (Council Member Luis E. Cabrera; Richard Jessup, Chief of Police; and Eulogio Vera, Director of Public Works)

Mr. Richard Jessup, Chief of Police, stated that the area around Urtuzuastegui Street is residential, there will be risks and liabilities that will be put to the city. In that same street, there is a park and various stop signs before 10th Avenue. He commented that his recommendation would be to keep that street on 25 mph because most people go over the speed limit. He mentioned that officers do give citations to people, and it is left at the officer's discretion. He added that if the speed limit is bumped up to 35 mph, vehicles will drive at 40 to 45 mph; this will put pedestrians at risk, as this street is not only utilized by cars but also by commercial vehicles.

Vice-Mayor Matias Rosales agreed with Chief Jessup and mentioned that this street is utilized by people exercising in the mornings and evenings; this will have to be considered before increasing the speed limit.

Mayor Gerardo Sanchez stated that if the speed limit is increased, then the city would be liable.

Council Member Africa Luna-Carrasco asked Chief Jessup if the Police Department have considered showing the community the police presence in that area to stop speeders on that area.

Chief Jessup replied that the Police Department purchased speed trailers and installed one of them on Urtuzuastegui Street between 6th and 8th Avenues. This helped speeders slow down.

Council Member Luis E. Cabrera asked if the speed can be set for vehicles at 30 mph and keep trucks at 25 mph.

Chief Jessup replied that this might create confusion amongst drivers.

City Council members agreed with Chief Jessup of leaving the speed limit at 25 mph on Urtuzuastegui Street.

3. ADJOURNMENT

MOTION: Vice-Mayor Matias Rosales/Council Member Luis E. Cabrera to adjourn the Work Session at approximately 8:45 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on February 03, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
February 10, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 p.m.

Mayor, City Council, and some members of staff participated remotely.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Luis E. Cabrera
Council Member Africa Luna-Carrasco
Council Member Jose Ponce
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Axel Chayra, Information Technology Department
Eulogio Vera, Director of Public Works
Glenn Gimbut, Assistant City Attorney (remotely)
Jonathan Dumadag, Information Technology Department
Jorge Perez, Billing & Collections Manager
Jose L. Cisneros, Executive Assistant
Jose A. Guzman, Director of Planning & Zoning
Marlene Lara, Acting Assistant to Mayor and Council/PIO
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police

2. PLEDGE OF ALLEGIANCE

Council Member Africa Luna-Carrasco led the pledge of allegiance.

3. INVOCATION

Mr. Richard Jessup, Chief of Police, led the invocation.

4. PROCLAMATIONS

4. A. - Career Technical Education Month - February 2021

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez stated that career and technical education is one of the leading branches of education that is growing probably the most.

4. B. - SkillsUSA Week - February 7-13, 2021

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez mentioned that it is amazing how Skills USA has grown and how much it is influenced

4. C. - Future Business Leaders of America-Phi Beta Lambda - February 14-20, 2021

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

A PowerPoint presentation was made by San Luis High School, the attendees were the following:

Mrs. Nereida Lansman - CTE Instructional Leader
Mrs. Zaira Gonzalez - CTE Business Management Teacher and FBLA Sponsor
Mrs. Malba Alvarez - CTE Law & Public Safety Teacher, Work Based Learning Coordinator, & SkillsUSA Sponsor.
State Officer Miss Mariana Flores - Vice President
State Officer Miss Valeria Gamez Marquez - Secretary

Miss Flores and Miss Gamez spoke about what Skills USA and Future Business Leaders of America are, membership, framework, leadership experiences, competitions in a COVID-19 year, and goals. The PowerPoint presentation is filed with the complete agenda packet at the City Clerk's Office.

Mayor Gerardo Sanchez thanked them for representing their organization and thanked them for their hard work. It is incredible what kids can accomplish and the potentional San Luis High School has.

Vice Mayor Matias Rosales thanked them for the presentation and added that he believes this is a great program.

Council Member Luis Cabrera thanked Mrs. Lansman, she is a very strong advocate for San Luis High School and ensures that funds are obtained for these programs.

5. CONSENT AGENDA

5. A. MINUTES OF
- Regular Council Meeting held January 13, 2021

5. B. DISBURSEMENTS FROM JANUARY 16, 2021 TO JANUARY 31, 2021
Total Disbursements $641,206.28
(Six-Hundred Forty-One Thousand, Two Hundred, Six Dollars and Twenty-Eight Cents)

5. C. Discussion and possible action on any all matters regarding Resolution No. 2154. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an intergovernmental agreement with the Arizona Department of Corrections Contract No. 21-030-26 for an Inmate Workforce. (Lizandro Galaviz, Director of Parks and Recreation and Eulogio Vera, Director of Public Works)

5. D. Discussion and possible action on any and all matters regarding award of contract to Kimley Horn and Associates, Inc. for the development of the Build Discretionary Grant Assistance. (Jenny Torres, Economic Development Manager)

5. E. Discussion and possible direction to staff on any and all matters regarding the approval and adoption of Order No. 2021-3. An order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for overtime and mileage by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program Award - Overtime and Mileage between the State of Arizona through the Arizona Department of Homeland Security and the City of San Luis, Arizona through the San Luis Police Department. (Richard Jessup, Chief of Police)

5. F. Discussion and possible actions on any and all matters regarding the purchase of a new Self Contained Breathing Apparatus (SCBA) fill station. (Angel Ramirez, Fire Chief)

5. G. Discussion and action on any and all matters regarding Resolution No. 2153. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School. (Lizandro Galaviz, Director of Parks and Recreation)

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding Ordinance No. 409. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code Section 133.04 regarding Marijuana Establishments without a dual license with a Medical Marijuana Dispensary; repealing any conflicting provisions; providing for severability; and declaring an emergency. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained this is a procedural information before the city gets started. Ms. Pele Fischer, Attorney, requested to be heard on this item; it is the Mayor's pregorative whether to hear or not as this is not a public hearing item. However, the next item is a very related item and there is a public hearing on that one. In December 2020, there were past ordinances that combined both the medical marijuana dispensaries and the new establishments that have been created by Proposition 207, which allowed for adult use of marijuana without it being medical marijuana in Arizona. This is the general area of regulations that needed to be amended, it was amended in December 2020 but now the city is separating the two (2) uses. Orginially in December 2020 it was put together which made it harder for people to have marijuana businesses and Ms. Fischer represents one of the businesses who would like to apply.

Ms. Pele Fischer, Attorney – Peacock Legal PLC, stated she represents Divine Holdings and other related entities that are interested in applying for a marijuana establishment license in the City of San Luis. She added that when Proposition 207 passed, the rules adopted by the Department of Health Services provides an expedited early application licensing process for Arizona counties for less than two (2) medical marijuana dispensaries. Yuma county currently has only one (1) medical marijuana dispensary, therefore there is one (1) license available to the county as part of this one-time expedited early applicant process. As part of this application process, the Department of Health Services started accepting applications on Juanuary 19, 2021 and that will continue through March 9. The applicant must submit what is titled and adult used zoning form that is issued by the Department of Health Services. The forum is essentially a local jurisdiction sign off that the proposed marijuana establishment location is in the correct zone subject to any additional local zoning requirements for the proposed location to open and operate.

Proposition 207 allows a locality to enact reasonable zoning regulations, however a locality may not enact an ordinance that is more restrictive than a comparable ordinance for medical marijuana dispensaries or that makes the operation of a marijuana establishment unduly some burden. As the city previously allowed for medical marijuana dispensaries subject to specific zoning regulations when Ordinances No. 403 and 404 were adopted in December 2019; these ordinances restricted the operation of a marijuana establishment for one that has a dual license with a medical marijuana dispensary. As the City of San Luis currently does not have a medical marijuana dispensary, the requirement for a dual license is impossible to meet. It will make the ordinances more restrictive than were intact for a medical dispensary. She appreciates the City Council considering Ordinances No. 409 and 410, she supports the passage of both ordinances. If they are not passed, the city will close the door on the possibility of a low location in the city and will lose the potential opportunity to have a marijuana establishment in the city to include local transactional privileged tax revenue, jobs, consumer and patient access for its citizens, and possible legal ramifications. The location of the license issued under this licensing application is fixed, meaning that it cannot move out of the county.

Mayor Gerardo Sanchez stated that this was discussed in a work session last week and Proposition 207 was the will of the voters. There might be different opinions but the city is trying to avoid any legal issues that might survive by the City Council's actions.

A. Action on Reading of Ordinance No. 409 by title only

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to approve the reading of Ordinance No. 409 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

Ms. Macuil said the caption has to declare an emergency, however if it is not declared an emergency it will go into effect March 12, 2021. She prefers it not be an emergency because it does give the 30 days in between passage for possible referendum. It is more due process for the public on this particular issue and staff cannot mark the boxes that are needed for the process with the Arizona Department of Health Services by saying that the ordinance did pass and explaining that it will go into effect March 12, 2021. She added that the City Clerk wanted to know whether she reads the title to include the emergency declaration and Ms. Macuil would say to read the title with the declaration in it as it gives the public more notice that it could possibly go into effect immediately.

Mr. Glenn Gimbut, Assistant City Attorney, added that for an emergency ordinance to pass, it needs six (6) votes of City Council. Even if it has an emergency clause but less than six (6) votes are in favor of it, the ordinance still passes but without the emergency clause, so it does not hurt to have the reading of the version with the emergency clause. Also the City Council should be aware that the Planning & Zoning Commission last night, recommended to deny the ordinance changes. The City Council has the power to do what it wishes and does not have to follow the recommendation of the Planning & Zoning Commission.

Vice Mayor Matias Rosales stated he made the motion how he wanted to present it, without the emergency clause.

(City Clerk to read the ordinance by title only)

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 409 by title only.

B. Action and adoption of Ordinance No. 409

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to approve and adopt Ordinance No. 409. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

6. B. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-050 and Ordinance No. 410. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Section 152.013 definitions and Section 152.225 Medical Marijuana to provide for the regulations of marijuana establishments and/or marijuana testing facilities; repealing conflicting provisions; and providing for severability; and declaring an emergency. (Jose A. Guzman, Director of Planning & Zoning)

A. Open public hearing

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to open the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, said this item is interlinked with the previous item; the Planning & Zoning Commission voted to recommend denial of the text amendment at their meeting held last night and staff recommended approval. They did not agree to the change, they previously agreed to change it in December 2020 but they changed their mind.

2. Call to the Public on this item

Mr. Guzman mentioned that during the process, his department did not receive any comments.

Mrs. Sonia Cornelio, City Clerk, stated that the City Clerk's Office did not receive any comments in favor of or against this item.

Ms. Pele Fischer, Attorney – Peacock Legal PLC, added that she was able to listen into the Planning & Zoning Commission meeting and there was a dialogue regarding future opportunities and wants to make clear that this early applicant expedited licensing process is a one-time goal for an opportunity for a license. How the license allocation will go forward after this, is likely really unknown to backfill some of the counties that have two (2) or fewer medical marijuana dispensaries.

Mr. Guzman explained that staff also provided the option to declare the ordinance an emergency, but staff is recommending not to. If this is approved, staff will be able to fill out the paperwork that is needed from the Planning & Zoning to the state for the aplications.

B. Close public hearing

MOTION: Vice Mayor Matias Rosales/ Council Member Mario Buchanan Jr. to close the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

C. Action on Reading of Ordinance No. 410 by title only.

MOTION: Vice Mayor Matias Rosales/Council Member Jose Ponce approve the reading of Ordinance No. 410 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

(Clerk to read the ordinance by title only)

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 410 by title only.

D. Action on Ordinance No. 410

MOTION: Vice Mayor Matias Rosales/Council Member Jose Ponce to approve and adopt Ordinance No. 410. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

6. C. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0794 and Ordinance No. 411. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Section 152.047(D)(1) of the San Luis City Code to change the submittal deadline for Major General Plan Amendment Applications; repealing conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Planning Zoning)

A. Open public hearing

MOTION: Council Member Gloria Torres/Vice Mayor Matias Rosales to open the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, explained that the purpose of this this text amendment is to change the application deadline for Major General Plan Amendments from June 15 to March 15 because state law requires that all Major General Plan Amendments applications be heard during the same calendar year they are submitted. This will give staff more time to process the applications. Last year, three (3) applications were received and processed them and were presented to the City Council in the last meeting of December. The Planning & Zoning Commission held its meeting last night and they recommended approval of this request.

2. Call to the Public on this item

Mrs. Sonia Cornelio, City Clerk, stated that the City Clerk's Office did not receive any comments in favor of or against this item.

B. Close public hearing

MOTION: Vice Mayor Matias Rosales/Council Member Gloria Torres to close the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

C. Action on Reading of Ordinance No. 411 by title only.

MOTION: Vice Mayor Matias Rosales/Council Member Jose Ponce to approve Ordinance No. 411 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

(Clerk to read the ordinance by title only)

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 411 by title only.

D. Action on Ordinance No. 411

MOTION: Council Member Jose Ponce/Council Member Luis E. Cabrera approve and adopt Ordinance No. 411. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

6. D. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2020-0793 and Ordinance No. 412. An ordinance of the Mayor and City Council of San Luis, Arizona amending Section §152.243 to change the Required Parking by Land Use Type; repealing conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Planning and Zoning)

A. Open public hearing

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to open the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, said that this text amendment is to continue being development friendly, the requirements for parking spaces were compared to other municipalities and there were some that are too restrictive. There are three (3) main changes on the proposed text amendment which is the required parking for gyms or health clubs. The current regulations require one (1) space for every 100 square feet, so the proposed change is to require one (1) space for every 300 square feet. It is the same thing with warehousing, the current regulation requires one (1) space for every 900 square feet. When compared with other municipalities it has found that it was too restrictive, the proposed requirement is one (1) space for every 1,500 square feet. Staff also added under the commercial parking requirements, an item regarding commercial businesses and just in general for any future businesses a requirement of one (1) space for every 200 square feet.

2. Call to the Public on this item

Mr. Guzman mentioned that during the process, his department did not receive any comments.

Mrs. Sonia Cornelio, City Clerk, stated that the City Clerk's Office did not receive any comments from the public in favor of or against this item.

B. Close public hearing

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to close the public hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

C. Action on Reading of Ordinance No. 412 by title only.

MOTION: Vice Mayor Matias Rosales/Council Member Jose Ponce approve the reading of Ordinance No. 412 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

(Clerk to read the ordinance by title only)

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 412 by title only.

D. Action on Ordinance No. 412

MOTION: Vice Mayor Matias Rosales/Council Member Jose Ponce to approve and adopt Ordinance No. 412. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported he met with the Port Director from San Luis Rio Colorado and it was re-emphasized the strong mutual agreement between each other to work together and try to facilitate the movement of pedestrians and vehicle traffic. The Port Director was more than willing ot help the City of San Luis. There was a discussion and possibly changing the closing time of the port as well as returning back to the 24 hours; possibly the closing time would be probably midnight. Port of Entry II was also discussed and the traffic at the commercial entry. The Port Director is promoting the Port of Entry II with the different businesses established in San Luis Rio Colorado.

Council Member Africa Luna-Carrasco reported that in October 2020 the City Council received an email about joining the Colorado River Citizens Forum. She applied for it and she was notified in December 2020 that she was appointed for two (2) years by the Commissioner. The first meeting was held January 27, 2021; meetings will be held quarterly. They mentioned that once they start conducting meetings in person, they would like to have the first one in San Luis. She also reported that she attended the library meeting and it was reported that the programs for the past month were low because of COVID-19. They are working on increasing the future months and on the centennial celebration for Heritage Library. She thanked Mr. Lizandro Galaviz, Director of Parks & Recreation, for the list of projects received from Parks & Recreation.

Vice Mayor Matias Rosales reported that a few months ago, the City Council also received an email regarding the League of Arizona Cities and Towns participation in the Executive Committee. He submitted an application to represent the City of San Luis, however he was not selected for it; a list was sent and it appears that the applicants selected are all mayors.

Council Member Luis E. Cabrera reported that the Somerton School District had their board meeting and they voted to maintain remote until their next board meeting to see what the numbers of COVID-19 cases are.

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) and A.R.S.§38-431.03(A)(4) on any and all matters regarding contracts for the manganese filtration project at Well Site 7 for the purpose of discussion or consultation for legal advice or in order to consider the city's position and instruct its attorneys regarding these contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement in order to avoid or resolve litigation. (Kay Marion Macuil, City Attorney)

MOTION: Vice Mayor Matias Rosales/Council Member Africa Luna-Carrasco to go into executive session at approximately 8:11 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

9. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to go back into Regular Session at approximately 8:50 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

10. DISCUSSION AND POSSIBLE ACTION ITEM:

10. A. Discussion and possible action on any and all matters regarding a mediated settlement offer regarding Yuma County Superior Court Civil Case No. S1400 CV 2019 00321 concerning the manganese filtration system at Well Site 7. (Kay Marion Macuil, City Attorney)

MOTION: Council Member Luis E. Cabrera/Council Member Africa Luna-Carrasco to approve the settlement of Yuma County Superior Court Case No. S1400CV201900321, in accordance with the Rule 80(A) Settlement Memoranda, both dated January 26, 2021, and to authorize staff to enter into such agreements and/or take such asctions as may be necessary to carry such settlement into effect. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

11. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 8:52 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on February 10, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
February 24, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:03 p.m.

Mayor, City Council, and some members of staff participated remotely.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Luis E. Cabrera
Council Member Africa Luna-Carrasco
Council Member Gloria Torres

ABSENT: Council Member Jose Ponce

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Derek Dueñas, Information Technology Manager
Domingo Sosa, Information Technology
Eulogio Vera, Director of Public Works
Jonathan Dumadag, Information Technology Department
Jorge Perez, Billing & Collections Manager
Jose L. Cisneros, Executive Assistant
Marlene Lara, Acting Assistant to Mayor and Council/PIO
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police

2. PLEDGE OF ALLEGIANCE

Council Member Gloria Torres led the pledge of allegiance.

3. INVOCATION

Mr. Richard Jessup, Chief of Police, led the invocation.

4. CONSENT AGENDA

4. A. MINUTES OF
- Regular Council meeting held January 27, 2021
- Special Council meeting held February 3, 2021

4. B. DISBURSEMENTS FROM FEBRUARY 1, 2021 TO FEBRUARY 12, 2021
Total Disbursements $779,158.54
(Seven Hundred Seventy-Nine Thousand, One Hundred Fifty-Eight Dollars and Fifty-Four Cents)

4. C. Discussion and possible action on any and all matters regarding authorization to purchase a complete addition fully equipped dispatch console using Fiscal Year 2020-2021 Capital Projects budgeted funds. (Richard Jessup, Chief of Police)

MOTION: Vice Mayor Matias Rosales/Council Member Gloria Torres to approve the Consent Agenda with the exception of Item No. 4.C. as it will be removed for further discussion. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

4. C. Discussion and possible action on any and all matters regarding authorization to purchase a complete addition fully equipped dispatch console using Fiscal Year 2020-2021 Capital Projects budgeted funds. (Richard Jessup, Chief of Police)

This item was removed from the Consent Agenda for further discussion.

Mr. Richard Jessup, Chief of Police, explained that the City Council approved funds for this project; this will be the fourth dispatch station. The total cost of the console and its additions is $118,568.51. Chief Jessup added that in 2019 they received approximately 38,000 calls for service and in 2020 they had 68,000 calls. This dispatch station will be staffed with current personnel. He is lacking three (3) dispatchers as it has been difficult to fill those positions over the past two (2) years

MOTION: Council Member Luis E. Cabrera/Council Member Africa Luna-Carrasco approve the purchase of additional fully equipped dispatch station not to exceed $120,000.00 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

5. A. Discussion and possible action on any and all matters regarding the authorization to approve Western Water Works for the required sampling for the Water Division for the remaining of the Fiscal Year 2021-2022. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, stated that Western Water Works has been providing a professional and timely service keeping the City of San Luis in compliance with ADEQ regulations for more than 20 years. Their personnel has provided excellent support going beyond their work responsibility in regard to documentation, updates/changes, issues with some residents, and cost savings via email, phone call, or in-person when requested. It is important to have continuity in both testing as well as consultation with respect to maintaining the Water Division's Arizona Department of Environmental Quality compliance regimen. This service is similar to a professional service where it is critical to deal with a consultant who is familiar with San Luis Public Works operations so that there is consistency. This has been our provider for years, and to switch to a different consultant who would need to learn San Luis, risks maintaining the necessary water quality pursuant to the Clean Water Act and related State and Federal regulation. Western Water Works has been the tester for many municipalities in Arizona including Somerton.

MOTION: Vice Mayor Matias Rosales/Council Member Luis E. Cabrera for the reasons stated to waive formal purchase procedures to acquire the services of Western Water Works to provide consultation and testing for the water services divisions for the current fical year and for Fiscal Year 2021-2022. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

5. B. Discussion and possible action on any and all matters regarding the approval of a contract for the Lift Station 300 Repairs. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that Lift Station 300 discharge pipes are in urgent need of replacement. This lift station is located at Cesar Chavez Boulevard and Hidalgo Street. They have been leaking for over a year but staff has not been successful in finding a contractor to do the confined space entry work. The city will supply stainless steel discharge pipes and all materials to do the repairs. Staff reached out to three (3) contractors that showed interest and are capable of doing the work but only DPE Construction, Inc. with a quote of $81,000.00 and Yuma Valley Contractors with a quote of $86,684.00 responded.

Due to the San Luis City Code - Purchasing Section 36.01(E) requires three (3) written quotes for amounts of $15,000.00 up to $34,999.99 and Section 36.01(F) requires formal bidding for amounts of $35,000.00 and above, staff recommends that the formal bidding procedure be waived, as is allowed under the San Luis City Code - Purchasing Section 36.01(H), and project be procured through the quote process to save about four (4) weeks of advertising time. As the installation of all materials has a short duration needing no more than three (3) weeks. A bidding process is not likely to change the results or be of any benefit to the city in terms of price or competition since only two (2) companies have provided quotes.

MOTION: Vice Mayor Matias Rosales/Council Member Africa Luna-Carrasco to approve the transfer of $81,000.00 for Capital Outlay Budget to the Maintenance/Other Budget, approve contracting with DPE, the lowest quote, in the amount of $81,000.00 and waive formal purchasing procedures for the reasons presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

6. D. Discussion and possible action on any and all matters regarding the City of San Luis the purchase of slurry seal application services from American Pavement Preservation for the application of type 2 slurry seal as part of the Fiscal Year 2020-2021 Pavement Preservation Project and budget transfer. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, said that in continuance of the Pavement Preservation Program, staff recommends that the city accepts services offered by American Pavement Preservation for a total amount not to exceed an additional $210,000.00. This would increase the Fiscal Year 2021 total expense on pavement preservation from a budgeted $350,000.00 to a proposed $430,000.00. Staff recommends using budget from other projects that are not moving forward as fast as originally planned and increase the planned pavement preservation line item by $80,000.00 to apply slurry near schools where traffic is currently slow due to the pandemic. The city would piggyback on a contract that the City of Yuma has in place with American Pavement Preservation, Slurry Seal Service.

Mayor Gerardo Sanchez stated that there have been comments from residents in regards to why the city spends so much many in sealing the cracks.

Mr. Vera responded that the slurry application is on an average $1.35 per square yard and for a good street the price is $1.15 per square yard. In some of the older streets the cost is approximately $2.00 per square yard. For repaving it is $16.00 a square yard and it can range at $22.00 per square yard.

MOTION: Council Member Gloria Torres/Council Member Luis E. Cabrera to authorize the transfer of $80,000.00 from the Capital Projects budget to the Pavement Preservation Project and approve the purchase of slurry seal application services through American Pavement Preservation for $430,00.00. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

5. D. Discussion and possible action on any and all matters regarding Ordinance No. 413. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 110 to include marijuana businesses in the general fee for business licenses; setting the effective date of November 30, 2020; repealing any conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, mentioned that this and the next item should be all the regulations needed based on Proposition 207 for marijuana. Proposition 207 required that business licenses for recreational and medical marijuana not be any different from the general fee. There were some resolutions that had a higher fee for medical marijuana, so this ordinance eliminates that and sets a provision for having a general fee. The effective date is when Proposition 207 became law, which is November 30, 2020.

Mrs. Sonia Cornelio, City Clerk, stated that the City Clerk's Office did not receive any objections for this item.

A. Action on Reading of Ordinance No. 413 by title only

MOTION: Council Member Luis E. Cabrera/Vice Mayor Matias Rosales to approve the reading of Ordinance No. 413 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

(City Clerk to read ordinance by title only)

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 413 by title only.

B. Action on Ordinance No. 413

MOTION: Council Member Luis E. Cabrera/Council Member Africa Luna-Carrasco to approve and adopt Ordinance No. 413. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

5. E. Discussion and possible action on any and all matters regarding Resolution No. 2155. A resolution of the Mayor and City Council of the City of San Luis, Arizona, setting the business license fee for marijuana businesses the same as is generally applicable to other businesses due to Arizona law changes under Proposition 207; repealing any conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that this resolution sets the fee of $100.00 for the business license and the ordinance allows the setting of the general fee.

MOTION: Vice Mayor Matias Rosales/Council Member Luis E. Cabrera to approve Resolution No. 2155 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

6. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez thanked the Parks & Recreation Department for the MascotaMania event, it was a success and there were positive comments from residents including that this event should be considered twice a year. He reported that he participated in the US-Mexico Regional Binational Bridges and Border Crossings meeting where he advocated for the San Luis I Port of Entry Modernization Project.

Vice Mayor Matias Rosales added to Mayor Gerardo Sanchez's report that he was also part of this forum and he liked the comments from Mr. Anthony Kleppe – General Services Administration; that within six (6) months they intend to have the designs and go out to bid. The Mexican Federal Agencies also provided positive feedback and that they are open-minded to provide the money needed to the local municipality.

7. ADJOURNMENT

MOTION: Vice Mayor Matias Rosales/Council Member Africa Luna-Carrasco to adjourn the Regular Council meeting at approximately 7:45 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Matias Rosales	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis E. Cabrera	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Gloria Torres	Aye

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on February 24, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. B.**

Meeting Date: 03/10/2021

Summary

DISBURSEMENTS FROM FEBRUARY 13, 2021 TO FEBRUARY 28, 2021

Total Disbursements $534,660.86

(Five Hundred Thirty-Four Thousand, Six Hundred Sixty Dollars and Eighty-Six Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING MARCH 10, 2021
Disbursement Report from 2/13/2021 TO 2/28/2021

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	2/16/2021	$ 334,613.38	Schedule A
Accounts Payable Check Account	2/18/2021	$ 78,580.52	Schedule B
Accounts Payable Check Account	2/25/2021	$ 121,466.96	Schedule C

Total Disbursements: $ 534,660.86

Please contact Ms. Monica Castro prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: _____

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
MAR - 4 2020
Office of the City Clerk
City of San Luis, Arizona

Schedule A

Pay Day Register

Pay Date Range 01/30/21 - 02/12/21

Pay Batch 20214

PSPRS FIRE DB RATE - TIER 3	3,086.42	31,050.65
PSPRS FIRE DC RATE - TIER 3	212.11	2,356.76
PSPRS FIRE DISABILITY RATE	33.23	2,356.76
PSPRS POLICE DB RATE - TIER	2,712.75	35,460.69
PSPRS POLICE DB RATE - TIER	2,269.82	19,483.46
PSPRS POLICE DB RATE - TIER 2	825.47	7,085.61
PSPRS POLICE DB RATE - TIER 3	1,760.09	17,706.90
STANDARD LIFE ADDTNL	1,028.93	.00
TRANSWESTERN MEXICAN	96.76	.00
U.S. MEX DENTAL - EE &	595.37	.00
U.S. MEX DENTAL - EE &	123.18	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	691.74	.00
US & MEX HEALTH = C	5,266.58	.00
US & MEX HEALTH = FAMILY	6,967.68	.00
US & MEX HEALTH = SP	1,138.72	.00
VSP - VISION FAMILY	694.43	.00
Net	$334,613.38	

Workers' Comp		Gross Base
ANIMAL CONTROL OFFICERS	62.08	2,759.17
ATTORNEY- ALL & CLERICAL-	74.14	33,704.50
AUTO SERVICE/ REPAIR	258.00	9,247.91
BUILDING- NOC OPER BY	1,080.90	29,858.45
BUS COMPANY AND DRIVERS	152.66	2,765.60
CLERICAL OFFICE/ LIBRARY/	268.66	111,942.52
Electrician	60.68	1,932.40
FIREFIGHTERS & DRIVERS	4,998.51	114,121.93
GARBAGE/ ASH/ REFUSE	283.02	4,528.39
MUNICIPAL/ TOWN/	90.64	5,179.01
PARKS- NOC ALL EMPLOYEES	582.06	18,775.67
POLICE OFFICERS	3,744.93	85,500.17
RECREATION- ALL EMPLOYEES/	227.99	16,639.95
SEWAGE DISPOSAL/ PLANT	573.42	16,669.59
Street or Road Construction	1,947.33	24,250.35
WATERWORKS OPERATIONS	522.28	15,050.87
Total	$14,927.30	

Direct Deposits	Amount
1st Bank Yuma	27,592.45
ACADEMY BANK	2,876.83
Bank of America	1,338.09
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	158,839.75
CHASE BANK CA	963.51
chase centro	1,034.93
Federal Credit Union	34,976.78
FF CREDIT UNION	2,423.91
FIREFIGHTER FIRST CREDIT UNION	6,038.63
FIRST NATIONAL BANK TEXAS	1,549.04
GREEN DOT BANK	398.69
MIT FEDERAL CREDIT UNION	386.51
National Bank	2,288.82
Navy Federal	17,584.32
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	647.24
Sunbank	1,205.98
THE FOOTHILLS BANK	448.28
USAA FEDERAL SAVING	1,308.78
WASHINGTON FEDERAL	929.58

Monica Castro Digitally signed by Monica Castro DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD Date: 2021.02.16 14:13:32 -07'00'

Prepared by:
Debora Luna
Date:

Pay Day Register

Pay Date Range 01/30/21 - 02/12/21
Pay Batch 20214

Wells Fargo	69,611.90
WELLS FARGO CA	1,330.57
Total	$334,244.59
Check	$368.79

Monica Castro

Digitally signed by Monica Castro
DN: CN = Monica Castro email = mcastro@sanlusaz.gov C = AD
Date: 2021.02.16 14:13:00 -07'00'

Schedule B

City of San Luis

Payment Register

From Payment Date: 2/15/2021 - To Payment Date: 2/18/2021

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

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	$78,580.52	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$78,580.52	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**69**	**$78,580.52**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**69**	**$78,580.52**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**69**	**$78,580.52**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**69**	**$78,580.52**	**$0.00**

2/18/21
Oriana Duarte
Miguel Ramirez 02/18/2021

City of San Luis

Payment Register

From Payment Date: 2/15/2021 - To Payment Date: 2/18/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
97045	02/18/2021	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
97046	02/18/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
97047	02/18/2021	Open			Accounts Payable	FOP/ALC	$375.00		
97048	02/18/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$375.00		
97049	02/18/2021	Open			Accounts Payable	STANDARD INSURANCE COMPANY	$8,779.31		
97050	02/18/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,644.95		
97051	02/18/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
97052	02/18/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$104.50		
97053	02/18/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,025.00		
97054	02/18/2021	Open			Utility Management Refund	CASTRO, CESAR G	$163.19		
97055	02/18/2021	Open			Utility Management Refund	CASTRO, MARGARITA & ALFREDO	$175.65		
97056	02/18/2021	Open			Utility Management Refund	GARCIA, GABRIEL	$169.20		
97057	02/18/2021	Open			Utility Management Refund	MONTES, MARIA E & GRISELDA CEBREROS	$173.28		
97058	02/18/2021	Open			Utility Management Refund	NM AND ASSOCIATES LLC C/O NYDIA MENDENHALL	$446.07		
97059	02/18/2021	Open			Utility Management Refund	RANGEL, OSCAR E & ARIANA FELIZ	$140.59		
97060	02/18/2021	Open			Utility Management Refund	REYES, EMMA, A	$139.53		
97061	02/18/2021	Open			Utility Management Refund	ZUNIGA-LARA , KENDY, E	$179.88		
97062	02/18/2021	Open			Accounts Payable	ALLIED 100, LLC	$246.22		
97063	02/18/2021	Open			Accounts Payable	ALSCO, INC	$1,119.01		
97064	02/18/2021	Open			Accounts Payable	ALVAREZ, MIGUEL	$91.00		
97065	02/18/2021	Open			Accounts Payable	APS/CLAIM #414-1352-AH	$50.00		
97066	02/18/2021	Open			Accounts Payable	ARIZONA PARKS AND RECREATION	$1,200.00		
97067	02/18/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$408.02		
97068	02/18/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$371.99		
97069	02/18/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$4,926.57		
97070	02/18/2021	Open			Accounts Payable	BTE BODY COMPANY INC	$4,579.97		
97071	02/18/2021	Open			Accounts Payable	BUCKSTAFF PUBLIC SAFETY, INC	$610.00		
97072	02/18/2021	Open			Accounts Payable	BUDDY'S ALL STARS	$440.06		
97073	02/18/2021	Open			Accounts Payable	CARDENAS, ERNESTO	$55.00		
97074	02/18/2021	Open			Accounts Payable	CDWG	$556.11		
97075	02/18/2021	Open			Accounts Payable	CENTURYLINK	$299.28		
97076	02/18/2021	Open			Accounts Payable	CERTIFIED LABORATORIES DIVISION	$365.35		
97077	02/18/2021	Open			Accounts Payable	CHACON, MARICELA	$700.00		
97078	02/18/2021	Open			Accounts Payable	CHASSIS DYNAMICS LLC	$295.99		

City of San Luis

Payment Register

From Payment Date: 2/15/2021 - To Payment Date: 2/18/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97079	02/18/2021	Open			Accounts Payable	CITY OF SOMERTON	$1,482.94		
97080	02/18/2021	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$3,918.78		
97081	02/18/2021	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	$261.07		
97082	02/18/2021	Open			Accounts Payable	DESERT WATER	$9.96		
97083	02/18/2021	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	$686.76		
97084	02/18/2021	Open			Accounts Payable	EMPIRE MACHINERY	$700.24		
97085	02/18/2021	Open			Accounts Payable	ESCALANTE, ALVARO	$150.00		
97086	02/18/2021	Open			Accounts Payable	FISHER CHRYSLER	$256.50		
97087	02/18/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$575.00		
97088	02/18/2021	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$2,088.61		
97089	02/18/2021	Open			Accounts Payable	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	$190.00		
97090	02/18/2021	Open			Accounts Payable	KUSTOM SIGNALS, INC	$105.00		
97091	02/18/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$1,079.97		
97092	02/18/2021	Open			Accounts Payable	LIZARDE, RAFAEL	$55.00		
97093	02/18/2021	Open			Accounts Payable	LOOMIS	$1,791.40		
97094	02/18/2021	Open			Accounts Payable	MAGU ENTERPRISE	$680.00		
97095	02/18/2021	Open			Accounts Payable	OFFICE DEPOT	$1,809.39		
97096	02/18/2021	Open			Accounts Payable	P.R. EQUIPMENT SERVICES, LLC	$105.00		
97097	02/18/2021	Open			Accounts Payable	PEREZ, HAZIEL	$327.00		
97098	02/18/2021	Open			Accounts Payable	POLAR ICE LLC	$376.42		
97099	02/18/2021	Open			Accounts Payable	RDO EQUIPMENT CO.	$335.29		
97100	02/18/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	$16.13		
97101	02/18/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	$1,820.00		
97102	02/18/2021	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	$681.37		
97103	02/18/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	$6,301.16		
97104	02/18/2021	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$1,380.34		
97105	02/18/2021	Open			Accounts Payable	UNITED FIRE	$212.74		
97106	02/18/2021	Open			Accounts Payable	US POST MASTER	$2,853.55		
97107	02/18/2021	Open			Accounts Payable	USA BLUE BOOK	$3,459.57		
97108	02/18/2021	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	$1,406.45		
97109	02/18/2021	Open			Accounts Payable	YUMA SUN INC	$198.00		
97110	02/18/2021	Open			Accounts Payable	YUMA TRUCK PARTS	$10,233.02		
97111	02/18/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	$197.09		
97112	02/18/2021	Open			Accounts Payable	ZAPIEN, OSCAR	$312.00		
97113	02/18/2021	Open			Accounts Payable	ZOLL MEDICAL CORP	$271.25		
Type Check Totals:					69 Transactions		$78,580.52		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	$78,580.52	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	69	$78,580.52	$0.00

Schedule C

City of San Luis

Payment Register

From Payment Date: 2/22/2021 - To Payment Date: 2/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	81		$121,466.96	$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	$121,466.96	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	81	$121,466.96	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**81**	**$121,466.96**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**81**	**$121,466.96**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**81**	**$121,466.96**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**81**	**$121,466.96**	**$0.00**

Oriana Duarte
2/25/21

Miguel Ramirez
02/25/2021

City of San Luis

Payment Register

From Payment Date: 2/22/2021 - To Payment Date: 2/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
97114	02/22/2021	Open			Accounts Payable	US DEPARTMENT OF JUSTICE	$28,549.45		
97115	02/25/2021	Open			Accounts Payable	24 KARAT JEWELERS	$73.89		
97116	02/25/2021	Open			Accounts Payable	PERFORMANCE MOTORSPORTS	$1,531.84		
97117	02/25/2021	Open			Accounts Payable	RODRIGUEZ, DANIEL	$700.00		
97118	02/25/2021	Open			Accounts Payable	84 LUMBER	$92.69		
97119	02/25/2021	Open			Accounts Payable	ALSCO, INC	$830.97		
97120	02/25/2021	Open			Accounts Payable	ANDERSON HYDRAULICS	$1,189.20		
97121	02/25/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$75.00		
97122	02/25/2021	Open			Accounts Payable	ARIZONA STATE UNIVERSITY	$93.15		
97123	02/25/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$1,126.49		
97124	02/25/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$272.39		
97125	02/25/2021	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$685.86		
97126	02/25/2021	Open			Accounts Payable	BOBADILLA, YADIRA	$150.00		
97127	02/25/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$542.38		
97128	02/25/2021	Open			Accounts Payable	CENTURYLINK	$1,338.07		
97129	02/25/2021	Open			Accounts Payable	CENTURYLINK	$5,658.51		
97130	02/25/2021	Open			Accounts Payable	CODE PUBLISHING COMPANY	$774.00		
97131	02/25/2021	Open			Accounts Payable	DELL MARKETING L.P.	$2,777.57		
97132	02/25/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$210.00		
97133	02/25/2021	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$1,000.00		
97134	02/25/2021	Open			Accounts Payable	DESERT WATER	$95.97		
97135	02/25/2021	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	$466.17		
97136	02/25/2021	Open			Accounts Payable	EMPIRE MACHINERY	$375.50		
97137	02/25/2021	Open			Accounts Payable	ENCINAS, JOSE	$150.00		
97138	02/25/2021	Open			Accounts Payable	FBI-LEEDA	$150.00		
97139	02/25/2021	Open			Accounts Payable	FDC RESCUE, LLC	$90.00		
97140	02/25/2021	Open			Accounts Payable	FISHER CHRYSLER	$199.28		
97141	02/25/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$1,480.00		
97142	02/25/2021	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	$25.73		
97143	02/25/2021	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	$1,416.58		
97144	02/25/2021	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$7,712.50		
97145	02/25/2021	Open			Accounts Payable	HERRERA, EDGAR	$150.00		
97146	02/25/2021	Open			Accounts Payable	HILPERT , DAVID	$289.00		
97147	02/25/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	$9,018.00		
97148	02/25/2021	Open			Accounts Payable	LARA, OSCAR	$150.00		
97149	02/25/2021	Open			Accounts Payable	LEE BAYS SUPPLY	$889.49		
97150	02/25/2021	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	$40.00		
97151	02/25/2021	Open			Accounts Payable	MCLAUGHLIN MASONRY LLC	$1,109.66		
97152	02/25/2021	Open			Accounts Payable	MEMBERSHIP LOCKBOX 4047	$1,953.00		
97153	02/25/2021	Open			Accounts Payable	MOLINA, YOLANDA	$2,590.50		
97154	02/25/2021	Open			Accounts Payable	NAPA AUTO PARTS	$1,246.72		
97155	02/25/2021	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$169.12		
97156	02/25/2021	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	$495.00		
97157	02/25/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	$594.23		

City of San Luis

Payment Register

From Payment Date: 2/22/2021 - To Payment Date: 2/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97158	02/25/2021	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$1,583.00		
97159	02/25/2021	Open			Accounts Payable	PACIFIC MEDICAL WASTE	$74.88		
97160	02/25/2021	Open			Accounts Payable	PEREZ, HAZIEL	$327.00		
97161	02/25/2021	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	$908.08		
97162	02/25/2021	Open			Accounts Payable	POLAR ICE LLC	$504.29		
97163	02/25/2021	Open			Accounts Payable	PREPAID LEGAL SERVICES	$112.60		
97164	02/25/2021	Open			Accounts Payable	PURCELL TIRE CO.	$3,126.15		
97165	02/25/2021	Open			Accounts Payable	QUINONES TIRES LLC	$10.00		
97166	02/25/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	$170.00		
97167	02/25/2021	Open			Accounts Payable	RDO EQUIPMENT CO.	$344.98		
97168	02/25/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	$33.77		
97169	02/25/2021	Open			Accounts Payable	REYNOSO, NIGEL	$150.00		
97170	02/25/2021	Open			Accounts Payable	RWC INTERNATIONAL LTD	$342.53		
97171	02/25/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	$1,540.00		
97172	02/25/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	$97.46		
97173	02/25/2021	Open			Accounts Payable	SLADE, THOMAS	$150.00		
97174	02/25/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$1,645.49		
97175	02/25/2021	Open			Accounts Payable	STANDARD INSURANCE CO.	$1,982.75		
97176	02/25/2021	Open			Accounts Payable	STATE OF ARIZONA	$6,945.50		
97177	02/25/2021	Open			Accounts Payable	SUPERIOR YUMA CONTRACTORS	$1,843.14		
97178	02/25/2021	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	$251.34		
97179	02/25/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$1,059.41		
97180	02/25/2021	Open			Accounts Payable	TORRES, ALEJANDRA , S	$1,400.76		
97181	02/25/2021	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$212.72		
97182	02/25/2021	Open			Accounts Payable	USA BLUE BOOK	$1,465.51		
97183	02/25/2021	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$4,407.26		
97184	02/25/2021	Open			Accounts Payable	VIVEROS LOS PINOS	$299.70		
97185	02/25/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,612.12		
97186	02/25/2021	Open			Accounts Payable	YUMA AUTO REBUILDERS	$641.31		
97187	02/25/2021	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
97188	02/25/2021	Open			Accounts Payable	YUMA COUNTY RECORDER	$105.00		
97189	02/25/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	$889.25		
97190	02/25/2021	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$4,553.40		
97191	02/25/2021	Open			Accounts Payable	YUMA SUN INC	$2,508.73		
97192	02/25/2021	Open			Accounts Payable	YUMA TRUCK PARTS	$631.45		
97193	02/25/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	$494.76		
97194	02/25/2021	Open			Accounts Payable	YUMA WINNELSON CO.	$346.92		
Type Check Totals:					81 Transactions		$121,466.96		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	$121,466.96	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00

AGENDA ITEM REVIEW FORM

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

Meeting Date: 03/10/2021

Department Head: Jenny Torres, Economic Development Manager, Administration, Economic Development

Submitted By: Yigal Duarte, Economic Development Assistant, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of contract to J2 Engineering and Environmental Design, LLC for the Downtown Redevelopment Plan. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

On January 12, 2021, the City of San Luis released a Request for Proposals (RFP) soliciting firms to submit proposals for professional services for the establishment of a redevelopment area and the development of a downtown redevelopment plan. The city received a total of three (3) proposals as follows:

J2 Engineering and Environmental Design, LLC.
The Planning Center
PLAN-ET Communities

The evaluation committee included three (3) city employees and one (1) external municipal director who reviewed the qualifications based on the following criteria:

Proposer qualifications and experience (40 points)
Method and approach (30 points)
Creativity and understanding of San Luis (20 points)
Propose fees and cost (10 points)

Based on the evaluations results, staff recommends awarding the contract to J2 Engineering and Environmental Design, LLC. in the amount of $172,000.00 to be funded in two (2) fiscal years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD THE BID TO J2 ENGINEERING AND ENVIRONMENTAL DESIGN, LLC AS PRESENTED, IN THE AMOUNT $172,000.00 TO BE FUNDED IN TWO (2) FISCAL YEARS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$172,000.00

BUDGETED AMOUNT:	$75,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Projects Account: 100-999-90015

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

The project is schedule to be funded in two fiscal years. The breakdown is as follow: Fiscal Year 2020-2021 $49,000.00 and Fiscal Year 2021-2022 $123,000.00.

Attachments

J2-Matrix Proposal

Redevelopment Plan (RFP)

Contract

ECONOMIC REVITALIZATION
COMMUNITY ARTWORK
FESTIVALS

Request for Proposals

SAN LUIS DOWNTOWN REDEVELOPMENT PLAN

February 16, 2021

DESTINATION CULTURE
HISTORY BINATIONAL
FOCUS









Matrix
Excellence by Design

CITY OF SAN LUIS, AZ
INC. 1979

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Appendix 3: Forms

LETTER OF COMMITMENT

Dear Ms. Cornelio, Ms. Torres, and Selection Committee Members:

J2 Engineering & Environmental Design, LLC (J2), in collaboration with Matrix, is pleased to submit this Proposal for the City of San Luis (City) Downtown Redevelopment Plan Project. We are extremely excited about pursuing this critically important endeavor and have assembled an outstanding Team with unparalleled similar project experience and proven qualifications to not only meet, but exceed, the expectations of the City.

J2 has developed a collaborative Team of qualified experts to address the unique challenges and opportunities of the Downtown Redevelopment Plan project. Our proposed Team has successfully completed many high-profile, award-winning downtown redevelopment projects together over the past 18 years. This Team understands that this project provides an outstanding, once-in-a-lifetime opportunity to further plan and develop Downtown San Luis into a destination environment with a true sense of place and enhance the area with a unique, unifying identity that will help guide the area's long-term success. The J2 Team specializes in downtown and district redevelopment state-wide - and we are excited because we truly see the potential of this core zone and its surrounding downtown context. Our Team's vast experience implementing Redevelopment Areas will prove to be a vital component to the Project's success. This expertise truly makes the J2-Matrix Team unrivaled and second to none in implementing Redevelopment Areas and Redevelopment Plans in the State of Arizona.

The successful planning and design of San Luis' downtown will require a Team that understands the City's history, its nearby resources and opportunities, its sense of community, and its long-term objectives, as well as a Team that will actively listen and respond to City Staff, Stakeholders, and Mayor and City Council input. We understand these important factors and have proven, successful experience working on many downtown redevelopment projects for municipal clients throughout Arizona. Our Team also has proven, successful experience in 'placemaking' and developing world-class urban design projects that create a true destination for our municipal clients. We understand that your downtown design solutions must be custom-fit and specifically tailored to work for San Luis' unique character, and this Team is very much aware of the fact that what works in another city should not be "superimposed" or "copied" into San Luis.

J2 has proven consistently over the years that we are able to develop innovative design concepts and master plans for our clients that are carried successfully all the way through to design, construction, and final inspection. In addition, we have a proven record of delivering complex public works projects on-time and on-budget, with outstanding client satisfaction and award-winning results. This proven record of creating fresh ideas and approaches, while effectively maintaining schedules and budgets, is a cornerstone of our firm and our collaborative Team.

In this Statement of Qualifications, we are confident that you will discover a number of key attributes that set us apart from our competition:

- Proactive, innovative, and experienced professionals with specific experience in planning, designing, and constructing complex urban Downtown and District revitalization projects throughout Arizona
- Outstanding, unmatched expertise delivering and establishing Redevelopment Areas for Arizona municipalities
- Creativity and excellence that is exemplified by our Team's enthusiasm and client satisfaction
- Proven ability to cost-effectively integrate history and artwork into the urban design fabric – you will find that our innovative design process is truly second to none
- Ability to create a distinct and unique San Luis project that will help to create a sense of place and serve as an economic engine for the City for decades to come
- Dedication to providing environmentally sustainable design solutions
- A Team that has worked with San Luis staff on multiple projects and has a strong understanding about your goals and vision, and would be honored to be a part of the City's Downtown Redevelopment program
- A Team that has outstanding implementation success: We do not just produce planning reports that sit on a shelf – our Projects build on Stakeholder momentum and get built

We appreciate this opportunity to submit our qualifications for this exciting project. We look forward to your favorable review of our proposal and the opportunity to work with you on this vital step for the City's future.

J2 has read and understands the RFP requirements and also acknowledges the receipt of Addendum No. 1 issued by the City of San Luis on February 2, 2021.

Sincerely,



Jeff Velasquez, PLA, ASLA
Vice President & Project Manager
J2 Engineering & Environmental Design

J2 Design, in partnership with Matrix Design Group (Matrix), is excited to present our proposed key staff and subconsultant firms that will be working on this project. These personnel are committed to the San Luis Downtown Redevelopment project and will be available throughout the entire duration of this project.

Jeff Holzmeister, PE
Project Principal | J2

Jeff Velasquez, PLA, ASLA
Project Manager | J2

Aaron Allan, PLA, ASLA
QAQC | J2

Adam Hawkins, PLA, ASLA
Landscape Architecture & Urban Design | J2

Aurelio Lopez, ASLA
Landscape & Urban Design | J2

Felipe Zubia, AICP
Revelopment Area & Blight Analysis + Public Involvement Lead | Matrix

Matt Schwalb, AICP
Economic Analysis | Matrix

Janie Hollingsworth, PE
Traffic Engineering Analysis | Matrix

Lisa Ranzenberger
Branding, Wayfinding, & Signage | Lisa Ranzenberger Design

Kevin Dahl, PE
Civil Engineering Analysis & QAQC | Dahl Robins & Associates

ECONOMIC REVITALIZATION
COMMUNITY ARTWORK
FESTIVALS

1. METHODOLOGY AND APPROACH

DESTINATION CULTURE
HISTORY
BINATIONAL FOCUS









1. METHODOLOGY AND APPROACH

Provide a comprehensive description of how the Scope of Work will be completed and how milestones will be reached.

The J2-Matrix Team has proven experience utilizing innovative approaches on our downtown redevelopment planning and design projects. Our Team has proven consistently over the years that we are able to shape and converge the lines of innovation and cutting-edge design concepts into overall efficient, outstanding plans, conceptual designs, and ultimately constructed designs while also seamlessly integrating economic sustainability. This proven record of creating fresh approaches – customized for our respective municipal clients – while maintaining the project schedule and budget is a cornerstone of our staff. The J2 Team has proven, successful experience working with City staff and stakeholders from many municipalities and we will continue to provide innovative approaches to deliver a landmark project for the City of San Luis. Our methodology and approach to achieving the scope of work and outcomes outlined in the Request for Proposals (RFP) is detailed below and on the following pages.

Process-Oriented Planning & Design

Our extensive experience with redevelopment plan and urban design projects has allowed us to create and implement an urban design process that has proven to be successful time and time again. The design/planning process follows a logical sequence with on-going input from the City Staff and all parties involved. This process can be found in the Figure 1 below and will guide the redevelopment planning and design process for this project. The overall outcome of this process will establish a Redevelopment Area and prepare a Redevelopment Plan pursuant the requirements of the Arizona Revised Statutes.

Capturing Character

The J2-Matrix team's focus will remain fixed on the formal capture of the organic character of the redevelopment area by identifying key characteristics that define the essence of the City. This will be done with the intent of furthering the City's vision of a strong, vibrant, and economically sustainable employment center that is also a tourist destination with a focus on arts, culture, and entertainment. The goal is to become a destination where people will choose to live, work, and play and where companies want to be located. The plan will also ensure that Downtown San Luis seamlessly ties into and is related to the City's other natural and built assets.

Redevelopment Area

Blight Assessment

One of the initial steps in the process will be the Blight Assessment. The process of surveying and assessing the proposed San Luis Downtown Area will be programmatically divided into steps to thoroughly analyze blight conditions for the required Findings of Necessity. Our project team will first review the study area boundary to ensure that key assets are captured and that these assets are within a reasonable walkshed (i.e. +¼ mile) of the proposed redevelopment area. Following the boundary survey, an initial cursory aerial survey will be completed to identify areas of concern prior to conducting a detailed on-site field survey.

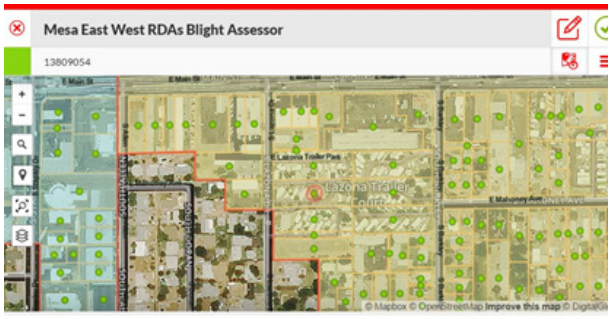
FIGURE 1. J2'S PROVEN DOWNTOWN REDEVELOPMENT PLANNING & DESIGN PROCESS

A	B	C	D	E	F
ANALYZE	**DEFINE**	**IDEATE**	**SELECT**	**IMPLEMENT**	**EVALUATE**
Get to know and understand the various aspects of the project.	Determine what the main issues of the project are.	Search out all of the best ways of reaching major goals identified.	Compare goals with possible ways of reaching them; the best alternative (or combination).	Give physical form to the Preferred Alternative (in detail).	Determine and document the effects and ramifications of the design and cost phases.

The study area will be divided into subareas to help expedite the organization of a field survey and to help locate blighted parcels. Once in the field, the survey team will use a mobile data collection application called Fulcrum (www.fulcrumapp.com) to assist with data collection. Parcel and ownership data from the Yuma County Assessor's Office will be isolated to the Study Area and then uploaded to Fulcrum. This data can then be accessed and edited while on-site.

The field survey team will assess each parcel visually for blight conditions, capture picture(s) of the property, and record an assessment in the Fulcrum application. If the parcel is identified as containing one or more conditions of blight, the surveyor will record the property as blighted with a description and photograph of the blight condition. This process will be continued until each parcel within the final study area is assessed.

Once all parcels have been assessed in the field, each parcel's blight condition will be further validated through an aerial survey which will also provide the potential to analyze portions of parcels that were inaccessible during the on-site field survey.



Example of Matrix Blight Assessment

Findings of Necessity

Upon completion of the field and aerial visual surveys, all property information will be exported to a geodatabase. After running checks for errors or omissions and correcting any issues, this data will then be mapped in ESRI's ArcGIS ArcMap to assess the study area as a whole and to calculate the scope of blight in the area subject to Arizona Revised Statutes §36-1471.

Blight will be measured in two forms:

- a simple, raw parcel count of blighted versus non-blighted parcels
- adding up the assessor-provided square footage of the blighted parcels versus non-blighted parcels

Following the blight measurement, the consultant and staff will determine if a "predominance of blight" exists within the study area. If a predominance of blight does not exist, the consultant and staff may decide to research and assess other "non-visual" forms of blight. These non-visual forms may include: tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, crime, or code compliance violations.

Establishment of Redevelopment Area and Central Business District

Following the completion of the Findings of Necessity, if a predominance of blight is determined to exist, the J2 Team will provide the City with an affirmative determination, that the City could establish a Redevelopment Area and concurrently designate a single Central Business District as outlined in the Arizona Revised Statutes. The J2 team will provide support to the City for providing the necessary reports, data, and presentation materials for the required public hearing. Further, the project team will be available for the public hearing to present and answer questions.

Redevelopment Plan

Preparation of the Redevelopment Plan

During this phase, the J2 Team will prepare the Redevelopment Plan that will be advanced through the public hearing process.

The primary tasks in this phase are listed below and described in more detail below as well:

- City Planning Team Meetings
- Administrative Draft and Revised Draft of the Redevelopment Plan, Zoning and Design Guidelines;
- Final Adopted Redevelopment Plan, Zoning and Design Guidelines.

City Planning Team Meeting – Redevelopment Plan Outline / Design Guidelines. The J2 Team will meet with the City planning team to identify and determine modifications to the preferred alternative and design guidelines based on the input provided by staff as well as input received during the public outreach process. An outline of the Redevelopment Plan document prepared by the team will be reviewed and finalized. The information developed at this meeting will be the basis of the Administrative Draft Redevelopment Plan.

Administrative Draft Redevelopment Plan and Design Guidelines. The Team will prepare an Administrative Draft Redevelopment Plan and Zoning and Design Guidelines based on the preferred alternative identified at the City Council working session with input from the City Planning Team. The Administrative Draft Redevelopment Plan will include graphics, text, and tables, where appropriate. The following is a preliminary outline of the sections of the document:

- **Introduction.** This section will include the planning context, project purpose, vision and goals.
- **Land Use Element.** The Land Use Element will document the proposed land use plan by acreage, building heights, floor area ratio (FAR), and estimated building square footage.
- **Circulation Element.** The Circulation Element will document roadway connectivity, roadway functional classification and related cross sections, recommended methods for accommodating pedestrian and bicycle traffic, as well as opportunities to link to local and regional transit services.

- **Implementation Strategies and Funding Sources.** The Implementation Strategies section will identify suggested strategies and actions the City can take to implement the Redevelopment Plan. The strategies may include items such as recommended financing strategies for capital projects, entitlement enhancements, strategic infrastructure investments, leasing strategies, phasing, and more. The section will also include a revenue sources and funding mechanisms component. Based upon the final development program, an implementation resource assessment may be compiled that details the types of funding and other resources that may be accessed to fulfill the final vision of this site.
- **Design Guidelines Document.** The Design Guidelines Document will include detailed descriptive text and graphics for all required design elements, both public and private. To the extent the City and community wish to promote a particular aesthetic or "theme" for one or more elements, this will be integrated into the guidelines; however, in general, the approach will be to provide sufficient examples of appropriate form and function relationships, design approaches to avoid as well as best practices to consider, so that users may accomplish their particular objectives working within the design framework. It is likely, however, that the City may wish to establish a common thematic approach to public elements, primarily relating to streetscape and associated improvements. Any such guidance (standards) would most likely need to be incorporated, at least by reference, into applicable City plans, codes, regulations and other appropriate documents, subsequent to Redevelopment Plan adoption.
- **Review of Draft and Revised Draft Redevelopment Plan and Zoning and Design Guidelines.** We will meet with the City to discuss comments and revisions to the Administrative Draft Master Plan, Redevelopment Plan, and Design Guidelines.
- **Final Adopted Redevelopment Plan and Zoning and Design Guidelines.** The Team will incorporate revisions from the City on the Administrative Draft Master Plan, Redevelopment Plan, and Design Guidelines and prepare the plans for public draft. One (1) hard copy and one electronic copy of the plans will be transmitted to the City for use during the public review process.

Site Improvements, Masterplanning, and Aesthetics

Developing proposed site improvements, creating master plans, and bringing to life integrated theming and aesthetics are cornerstones of the J2 Design Team and what our in-house landscape architects, urban designers, and designers truly excel at. Several of the key elements that the J2 Design Team will incorporate into this portion of the redevelopment plan are discussed below:

Designing for Economic Development. The J2 Team has unmatched expertise planning and designing Redevelopment plans and final designs for the long-term economic health of Arizona communities. We have specialized in this throughout Arizona, for communities large and small, to bring out the best in long-term economic sustainability for our clients. We see our partnerships with the many cities and towns that we work with as not only planning and design projects – but as the economic lifeblood for our Arizona communities. We believe this philosophy is an innovative approach to design (and possibly one of the more vital ones). We love to partner with our clients to see our collaborative projects become economic stimulators that grow and flourish over the course of time. For many cities and towns, these projects are not just streetscapes and aesthetics, streetlights and landscaping – they represent economic survival and revitalization for many generations. This is why it is so vital to select a proven, successful team that understands this, excels at this, and will partner with the City of San Luis to achieve this.

Integration of History into the Urban Design Fabric. Successful downtown redevelopment projects seamlessly integrate history and culture with modernization and opportunities for



CUSTOM PAVERS IN MESA'S FIESTA DISTRICT OFFER A UNIQUE LOOK & FEEL



CUSTOM PUBLIC ART INCORPORATED INTO DOWNTOWN TOLLESON'S PASEO DE LUCES

growth. First and foremost, a deep understanding of the City's history will be required to ensure that important historical and cultural elements remain intact throughout the master planning and redevelopment process. At times, these important aspects can become overshadowed or "trampled" by new ideas for growth and modernization – but with a strong knowledge of the City's history and what is important to preserve, this does not have to be the case. The J2 team will become a strong advocate for the City and will partner with your staff to showcase San Luis' historical culture while realizing opportunities for growth. The J2 Team has conducted research on the City's rich history and will continue to converse with City staff and the public to remain educated on the important aspects of San Luis' past.

"Placemaking" – Focus on the Detail. A major part of the J2 team's success has been our focus on placemaking in our design and construction projects. To our staff, this is not just a trendy "buzzword" but a true goal to achieve a sense of place and revitalize our communities. To achieve this, there must be a well-coordinated team that is all on the same page, focusing tremendous detail on the design, and working side-by-side with City staff. Our team will be focusing intently on including key placemaking aspects in the master plan that will help to generate positive energy and momentum within the City. We will ensure that these elements become part of the successful fabric of this project. These key elements, such as customized social seating arrangements; elegant one-of-a-kind paving patterns; gateway monuments, wayfinding elements, and art kiosks that beautifully speak to San Luis' past and future; landscape, hardscape, custom lighting; custom banners for light poles; adequate room for on-street dining; and many more will activate the downtown and bring it to life. The J2 team's past success designing and detailing complex urban placemaking environments and carrying the original master plan through design and all the way to construction means that the City can rest assured that our experienced team will deliver a landmark project that is second to none.

Integration of Public Art. Artwork and history provide a unique design element when incorporated successfully. J2's urban design projects achieve this through interpretive street kiosks, sculptural artwork programs, tiled art walls and seatwalls, murals, and interpretive signage monument elements.

Sustainable Design Elements. J2's urban design projects incorporate sustainable elements such as energy efficient LED lighting, low-water use plant palettes, water harvesting bio-swales, use of salvaged materials, the mitigation of urban heat islands, and use of local materials in an award-winning manner.

3D and Virtual Reality Visuals. For many of our projects, J2 coordinates and produces 3D color renderings, photo simulations, and 3D "fly-throughs" to help stakeholders visualize what final project improvements will look like. These graphic abilities are vital tools in gaining project consensus and will be utilized for the City of San Luis

Design for Festivals and Events. J2's urban designs incorporate the necessary elements for large events, such as farmer's markets and festivals, from day one. Our Team does this in a way that makes large gatherings seamless for the City while ensuring the public's safety and maintaining the corridor's aesthetics.

Mock-ups for Decision Making. J2's urban design projects often include "tactical urbanism" or constructed "mock-ups" of a sample piece of the streetscape's pedestrian area - even in the master plan stage. This generates support by allowing the City, public, and stakeholders to see what final design elements may look and feel like.

Alternative Funding & Financing. Our Team offers innovative approaches to funding and financing for urban design plans. As part of the overall planning process, our team will identify alternative funding and financing mechanisms for implementation of the final design and future projects.

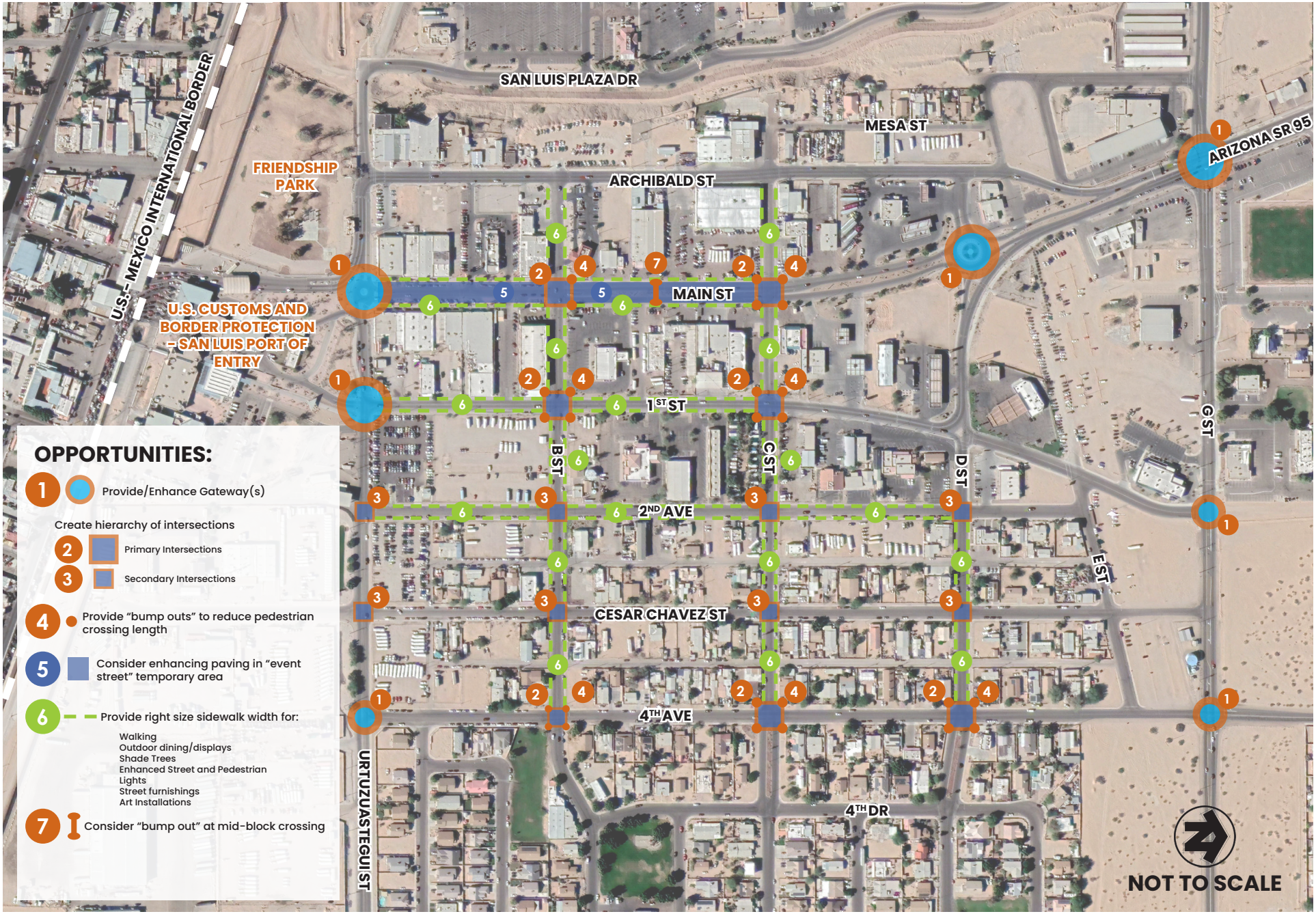
Initial Site Improvement Observations & Opportunities

Our team has thoroughly reviewed the area and previous planning studies and identified several potential opportunities that we identified immediately along the corridor. These are noted on the aerial map shown in Figure 2 on the following page.



PEORIA'S P83 MONUMENT SIGNAGE SERVES AS A STRONG PLACEMAKING ELEMENT

FIGURE 2. REDEVELOPMENT PLAN OPPORTUNITIES AND OBSERVATIONS



Cost Savings Innovations

The J2 Team has extensive experience assessing blight, preparing redevelopment plans, and, ultimately, helping with the successful implementation of redevelopment projects. This experience has provided the team with substantial knowledge and lessons learned. Some of the lessons learned include how to limit project costs and leverage the established budget to deliver a first-rate plan.

Cost saving measures built into this proposal include: maximum use of County Assessor ownership records and aerial photography, conversion of county data for use on mobile applications, and field use of mobile technology to substantially reduce personnel time in the field and enhance accuracy of data collection. Use of GIS database technology to sort and analyze blight assessment to ensure final determination meets all legal tests. Additionally, other cost savings measures can be achieved in a range of ways from utilizing volunteers for field data collection to utilizing graduate planning staff from Arizona State University. All cost saving measures for the project will be reviewed by the team and staff as part of the project kick-off meeting in order to ensure the most cost-effective use of the City's limited budget.

Consensus Building

Interactive Outreach Efforts to Build Consensus

Public involvement and outreach is always a key component of downtown redevelopment are and plan projects and J2 has worked successfully on many projects where stakeholder and public input have been critical. While stakeholder engagement is important, it is also important to manage expectations in such a way that the project continues to move forward in a positive manner.

As an initial step in the project, our Team will work to identify specific project objectives for the City so stakeholder discussions and Project Team work can be focused on these objectives. When working with Downtown businesses and property owners, it's important to remember that Downtowns are special places and the merchants usually interact like a large family, and traditionally have a close connection to the City's management and elected officials.

Our Team recognizes this having worked on similar projects and will tailor our approach with City staff to achieve success. While they are close-knit, it is also important to remember that Downtowns are the heart of a City so it is important to provide the opportunity for discussion beyond these borders, to the entire City, with communication mechanisms such as project hotlines, e-updates, and project websites. One innovative approach we have used in the past, is to work individually, and in smaller groups, with stakeholders to ensure stakeholder discussions stay fresh and that our Team works to resolve issues in a timely manner. These "block meetings," have been effective for obtaining stakeholder input.

In order to engage these stakeholders, the J2 Team will provide the City of San Luis with a Comprehensive Public Involvement Plan. The Public Involvement Plan will need to be timely, comprehensive, and efficient in order to be effective. During the initial kick-off meeting and as part of the Public Involvement Plan, the J2 Team and staff will refine the list of outreach techniques to ensure the most appropriate tools are utilized for San Luis and its residents.

From past experience, community engagement is best when:

- each event seems purposeful to community members
- there is adequate time to incorporate the community's input



LIVE SHOT OF A FESTIVAL TAKING PLACE IN CHANDLER'S REVITALIZED ARIZONA AVENUE



BIO-SWALES IN MESA'S FIESTA DISTRICT OFFER AN INNOVATIVE SOLUTION TO REDUCE POTABLE WATER USAGE

Our proposed public participation program emphasizes:

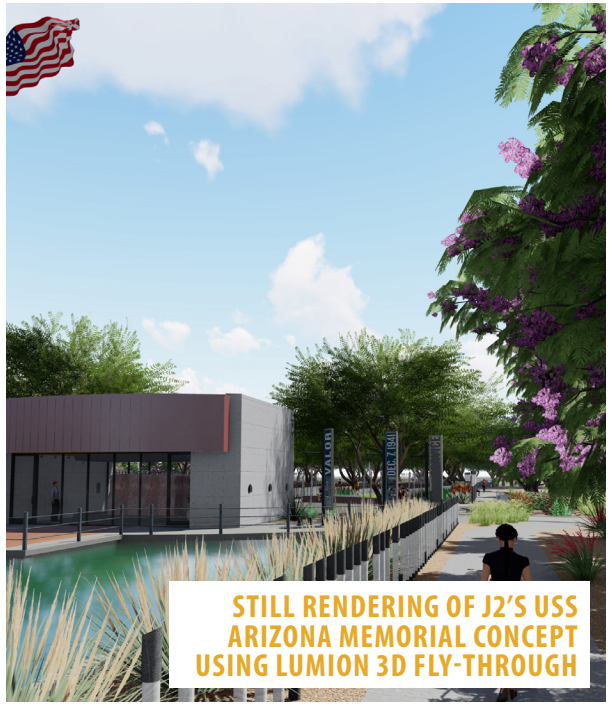
- **Developing a Project Brand.** A tailored logo and project look that will be used on all public outreach materials, websites, documents and plans.
- **Creating Awareness and Providing Information.** A project-specific website and exhibits that can be posted in various public places.
- **Advertising of the Project.** Area signage, press releases, and blanketing the surrounding area with public meeting announcements and flyers.
- **Safely Gaining "Hands-on" Public Input.** Two community workshops will be held in the study area. These workshops will include both active and passive individual and group exercises and will use real time feedback to collect public input. The J2-Matrix team understands we are living and conducting work in the midst of global pandemic. Our Teams have adjusted to this and continue to prioritize the safety of the public, our clients, and our staff. We have explored several options regarding public involvement in this capacity including both socially distanced, safe gatherings as well as completely virtual meetings via teleconferencing platforms or even 3D simulated virtual meeting rooms. Our Team will remain in close communication with City staff to determine what approach is needed to ensure public involvement meetings are safe as the COVID-19 situation continues to evolve.
- **Ensuring a binational focus and inclusivity.** Our Team understands that all public involvement efforts need to be tailored to fit the community they are trying to reach. We know that the community of San Luis is diverse and includes many Spanish-speaking members. Our Team will ensure that all members of the community are involved via the use of translators as well as making sure that printed and digital materials are available in English and Spanish. Our current work developing a Downtown Streetscape Master Plan in the City of Douglas (also a diverse, Spanish-speaking community with a U.S. Port of Entry) will be of great value in ensuring a smooth consensus building process.

3D & VIRTUAL REALITY VISUALS

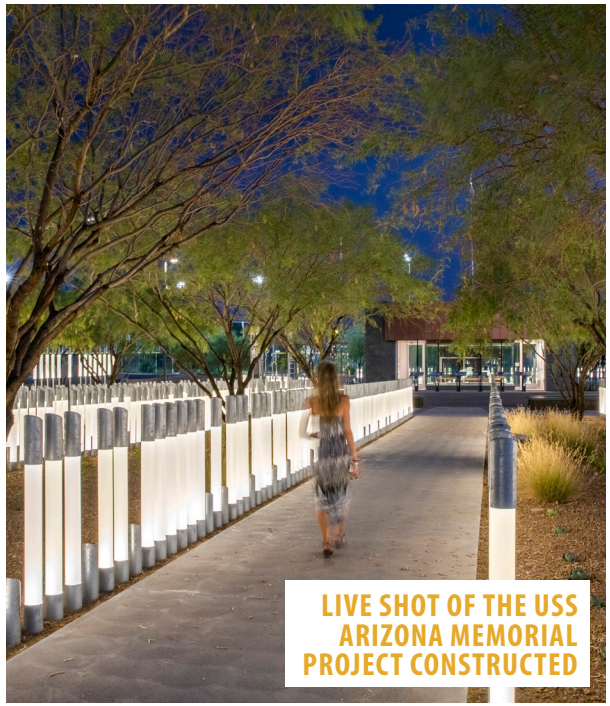
For many of our projects, J2 coordinates and produces 3D color renderings, photo simulations, and 3D "fly-throughs" to help City Staff, Council Members, stakeholders, and the public visualize what final project improvements will look like. These graphic abilities are vital tools in gaining project consensus and will be utilized for the City of San Luis.

WHY SELECT THE J2 -MATRIX TEAM?

Our experienced Team will deliver an outstanding Redevelopment Plan project for the City of San Luis. We understand how vital redevelopment is to the City and we recognize the amazing opportunity that is available to further enhance the downtown area as a destination environment. The J2 Team is truly committed to helping San Luis create and implement a downtown redevelopment plan that is an economic engine with an outstanding sense of place. We would be honored to be part of your successful journey, and we look forward to working with the City on this exciting project.



STILL RENDERING OF J2'S USS ARIZONA MEMORIAL CONCEPT USING LUMION 3D FLY-THROUGH



LIVE SHOT OF THE USS ARIZONA MEMORIAL PROJECT CONSTRUCTED

ECONOMIC REVITALIZATION

COMMUNITY ARTWORK

FESTIVALS

2. SCHEDULE

DESTINATION CULTURE

HISTORY BINATIONAL

FOCUS



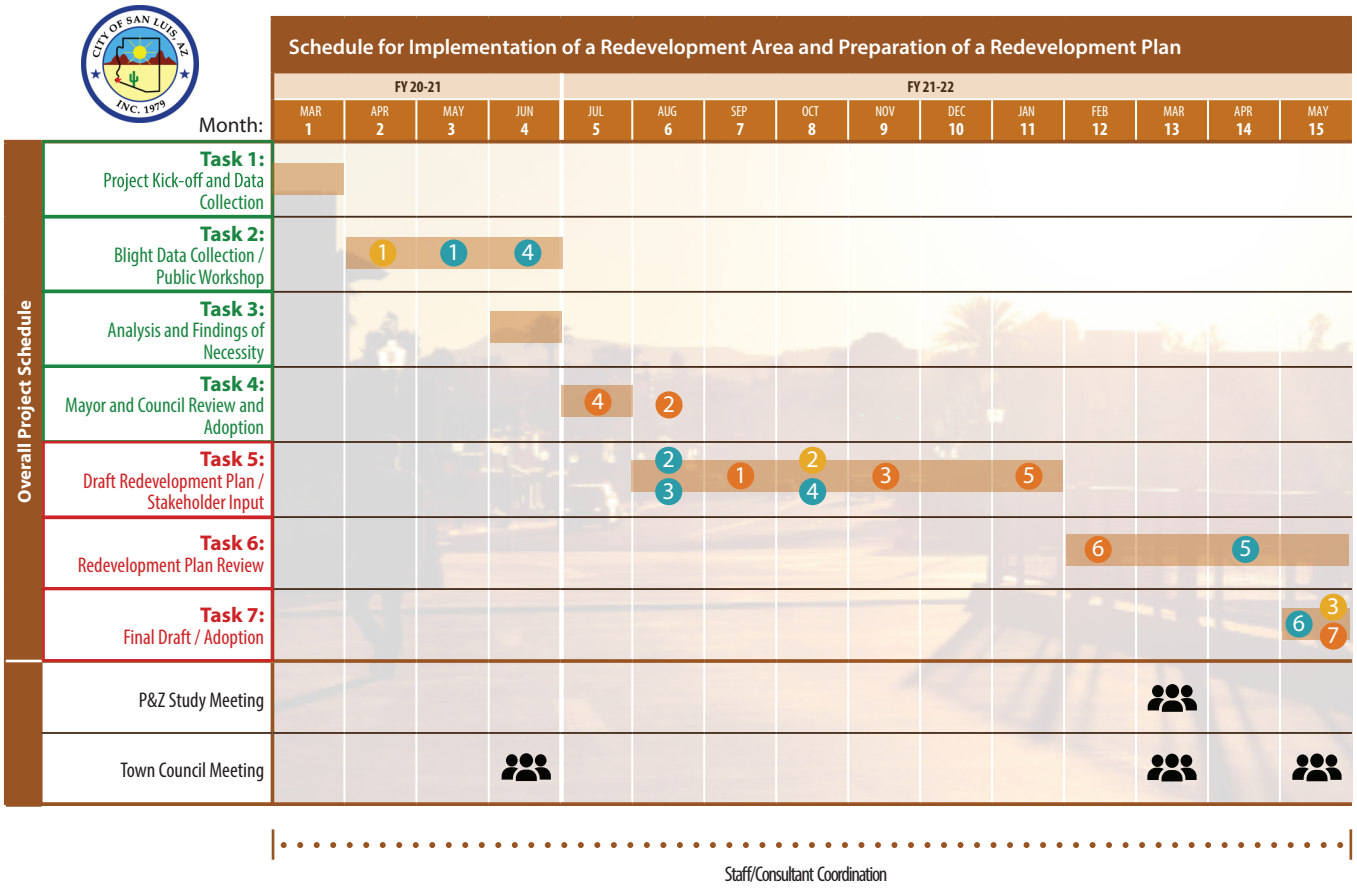






2. SCHEDULE

Include a project schedule by task with an estimated timeframe for delivering a final document and approval process.



Project Milestones and Deliverables:

Brochures:
1. Overview of Process
2. Project Worksheet
3. Executive Summary Final Plan

Community Participation:
1. Field Survey
2. Stakeholder Interviews
3. Focus Groups
4. Community Workshop
5. Planning Commission
6. Town Council

Documents:
1. Branding / Messaging
2. Public Involvement Program / Website
3. Vision Statement
4. Finding of Necessity
5. Draft Plan
6. Revised Plan
7. Final Adopted Plan

= Redevelopment Area Tasks

= Redevelopment Plan Tasks



"J2 Engineering and Environmental Design is an outstanding company with excellent staff that care about quality/realistic design solutions. The trait I appreciate most about J2 is the emphasis they place on listening to their client's to ensure that the client's needs are met."

Mickey Ohland, City of Chandler

ECONOMIC
REVITALIZATION
COMMUNITY
ARTWORK
FESTIVALS

3. QUALIFICATIONS

DESTINATION
CULTURE
HISTORY
BINATIONAL
FOCUS









3. QUALIFICATIONS

Narrative explaining the qualifications (each firm and key personnel assigned to project) to meet the terms of the RFP.

The J2-Matrix Team brings unmatched expertise in Downtown Redevelopment Area and Plan projects having completed 15+ projects of similar scope in the past 15 years.

Our Team's technical skill set is uniquely qualified to assist the City with the Downtown Redevelopment Plan project. These skills have been honed by our project staff over the past 30+ years of their professional careers and provide the experience and implementation strategies necessary to deliver a project that will exceed the City's needs and expectations, fulfill the project requirements, and execute the desired vision.

Our proposed Team is coming off of several successfully completed downtown redevelopment projects and brings that recent, award-winning expertise to the table for this project. Our Team's deep, scope-specific knowledge, recent experience, and lessons learned will be directly applied to your project resulting in a Team and process that truly offers best value to the City. The proven past success of the J2-Matrix Team, which includes the outstanding expertise of key subconsultants Dahl Robins & Associates, Inc. (Civil Engineering Oversight & QAQC) and Lisa Ranzenberger (Monuments, Wayfinding, & Signage) gives the City of San Luis the best team available in the Southwest to deliver a world-class Downtown Redevelopment Plan project.

A hallmark of the J2-Matrix team's experience is that we do not provide just a "pretty picture" that sits on a shelf. We provide legitimate, precise solutions that are truly focused on implementation and physical improvements. The end product will be a Master Plan that identifies and prioritizes projects based on cost effectiveness, timeliness, scale of transit improvement, public safety, and benefit to the community.

This proposed project Team has completed several projects of similar scope together, most notably the Downtown Tolleson Redevelopment Project (Paseo de Luces), Fiesta District Improvements, Downtown Chandler, Arizona Avenue Redevelopment, and the El Mirage Downtown Redevelopment.

Our strong ability in this scope of work speaks for itself as evidenced by the success experienced by clients (shown below) who partnered with J2 on projects similar to the upcoming City of San Luis Downtown Redevelopment Plan project.



PASEO DE LUCES; TOLLESON, AZ

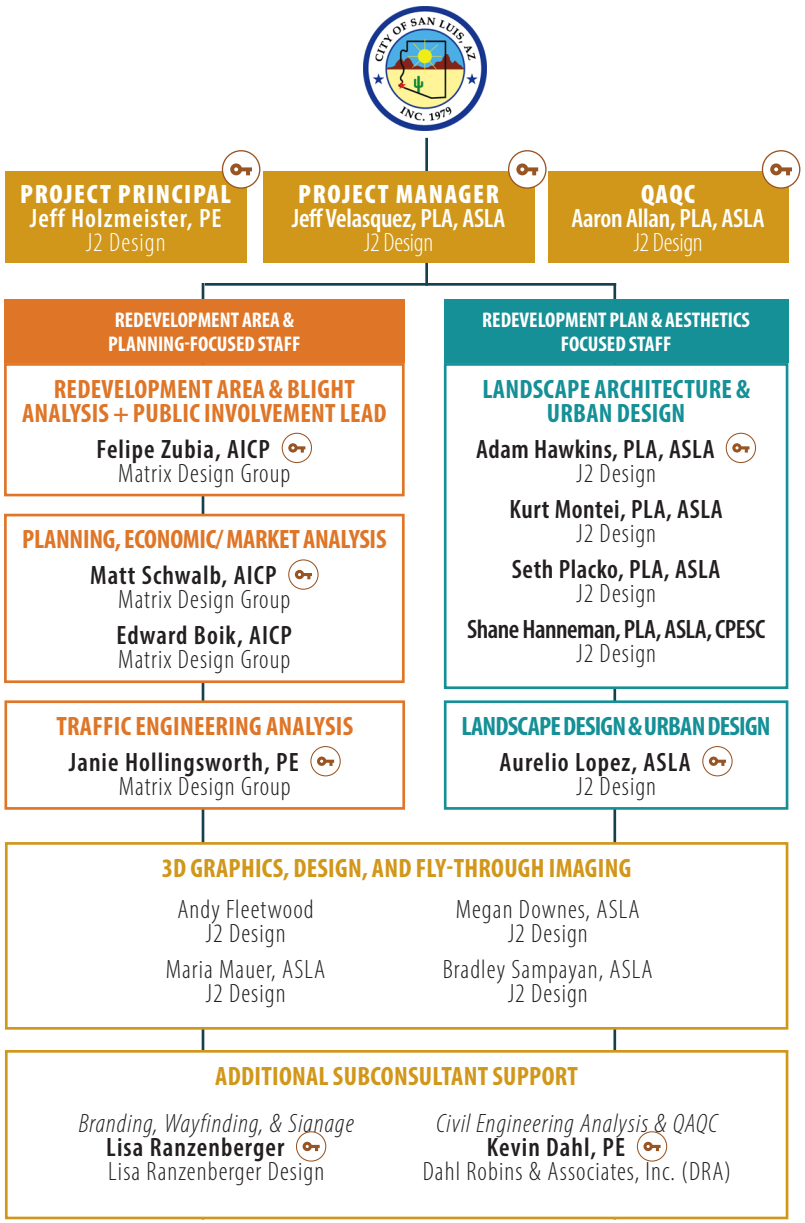
SUCCESS AND VALUE EXPERIENCED BY ARIZONA MUNICIPALITIES FOLLOWING A J2-LED AND IMPLEMENTED DOWNTOWN REDEVELOPMENT PLAN:

More than **35** new business have opened in the Downtown Chandler Area following the Arizona Avenue streetscape improvements	Mesa Community College and Banner Desert Hospital launched major expansion programs in the Fiesta District during and following the improvements	**6** new restaurants have opened since the completion of Paseo de Luces (Downtown Tolleson)	Retail vacancies have hovered at or below **2%** in downtown Chandler following the Arizona Ave. Streetscape Improvements in 2010	Over **$500,000** in facade improvements have taken place since the opening of Paseo De Luces in Downtown Tolleson

Team Organization

Overview of proposed staff and firms

Note: further information on our key (🔑) staff members is provided in Section 5, Project Roles, starting on page 22.



Legend 🔑 = Key Team Member

KEY FIRM QUALIFICATIONS

J2 Design: Prime Firm - Redevelopment Plan & Aesthetics Lead

J2's Landscape Architecture Department specializes in urban revitalization and placemaking, downtown redevelopment plans, master planning, urban design, park and recreation design, multi-use trails, environmental restoration, and commercial and municipal facilities. J2's staff members have unrivaled, successful experience delivering innovative and cutting edge downtown redevelopment and urban revitalization projects, all of which required the coordination of multiple disciplines and subconsultants for the development of unique municipal public spaces. With a staff of 33 locally-based and dedicated professionals including 7 Professional Landscape Architects (PLA) and 6 Professional Engineers (PE), our team is committed to the City of San Luis to deliver your project with award-winning, long-term outstanding results.

Matrix Design Group: Redevelopment Area, Planning, & Economic Analysis Lead

Matrix is an award-winning, interdisciplinary firm providing professional planning, engineering, consulting, environmental, and program management for both the public and private sectors. Matrix brings specialized expertise in community and compatibility planning. Their staff of over 160 employees includes specialists in blight analysis, redevelopment areas, public engagement, comprehensive land use planning, redevelopment planning, environmental services, landscape architecture, urban design, infrastructure engineering, economic and market assessments, surveying and GIS analysis. Felipe Zubia and Matrix recently completed the General Plan in partnership with the City of San Luis and bring an extremely deep knowledge of the City's processes and future goals.

Dahl Robins & Associates, Inc: Civil Engineering Analysis

Dahl Robins & Associates, Inc was established in June 1997 to provide services in civil engineering, land surveying and traffic designs to clients in southwestern Arizona and southern California. Kevin Dahl and Christopher Robins, have worked in the engineering field in Yuma since 1985. The firm has expertise in traffic impact studies, storm water management, street design, transportation management, traffic signal design, subdivision procedures, park design, hydrology studies and minor structural design.

Lisa Ranzenberger Design: Monuments, Wayfinidng, & Signage

Lisa's world-class professional design experience encompasses both environmental graphic and specialty signage and wayfinding design, both within the genre of developing visual information for the built environment. Her ability to comprehensively guide a project from conceptual strategy development through design and construction administration has been consistently demonstrated. Lisa's collaborations with J2 have resulted in stunning monument and directional sign packages that enhance the streetscape experience in many Arizona communities.

Identify the team's project manager and specifically delineate project management qualifications.



JEFF VELASQUEZ, PLA, ASLA

Project Manager

27 Years Experience | 18 with J2
60% Committed To This Project
PLA, AZ #35538

Jeff is a Project Manager and Vice-President with 27 years of public works experience in the fields of landscape architecture and urban design.

His wide variety of project experience has included planning, design, and construction of award-winning District and Downtown Redevelopment Plan projects. His expertise includes placemaking, public involvement, sustainable green systems/low-impact development (LID) design, signage and wayfinding systems, road diets (also known as road "right-sizing"), urban design and pedestrian/multi-modal improvements, complete streets, transportation projects, multi-use trail systems, and regional, community, and neighborhood park design. Jeff is a proven leader who has specialized in helping small to mid-size communities statewide revitalize their downtown areas. His attention to detail, ability to achieve consensus, and focus on long-term economic development opportunities have become trademarks of Jeff's work and the proven J2 system of Downtown Redevelopment.

Recent Downtown Redevelopment Experience:

- Douglas Downtown Streetscape Design Master Plan *(in progress)*
- Page Downtown Streetscape Master Plan *(in progress)*
- Downtown Tolleson Redevelopment (Paseo de Luces)
- Downtown Chandler: Arizona Avenue Phase 1 and 2 Improvements
- Mesa Fiesta District Improvements
- El Mirage Downtown Streetscapes: Thunderbird Road and El Mirage Road
- Downtown Chandler: Washington Street Improvements Phase 1 and 2
- Downtown Somerton Redevelopment Project
- Sierra Vista Fry Boulevard West End Corriodor Study
- Downtown Queen Creek Improvements: Ocotillo Road and Clock Tower Park
- Peoria P83 Entertainment District Improvements
- Gilbert Water Tower Plaza



FIESTA DISTRICT IMPROVEMENTS; MESA, AZ

"We are very excited to be currently working with the J2 Team on our Downtown Streetscape Master Plan Project. I know J2's portfolio of work over the past 15-years and they are the trail blazers in innovation for community downtown redevelopment statewide in my opinion. I have always found them to be very accessible, even in-person with very short notice. J2 is one of the best at collaboration with willingness to work with our other outside partners to ensure a great product. I am looking forward to the completion of our work together and to see the what successful results our project will bring"

Tim Suan, Community Development Director, City of Page

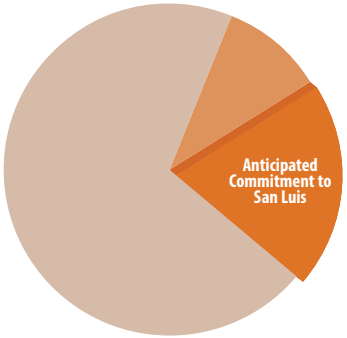
Writing samples demonstrating the ability to condense and concisely present large amounts of information should be provided.

Writing samples showcasing J2 and Matrix's ability to condense and concisely present large amounts of information have been provided in Appendix 2 located at the end of this document.

Describe the firm(s) ability to integrate this project into the firm's present workload.

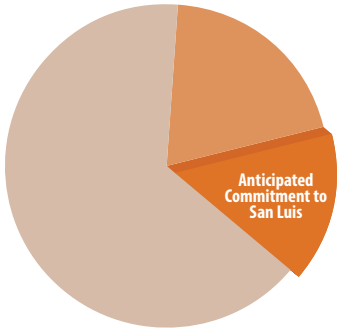
J2 and Matrix are committed to the successful completion of this project and have the available staff, time, and firm resources to ensure that the City receives the highest level of service throughout the entire project duration. An overview of our firms' current workloads and how this project would integrate is shown below:

J2 Design Workload Overview



- 70% Currently Committed
- 30% Currently Available
- 20% Anticipated Commitment to the San Luis Downtown Redevelopment Plan

Matrix Workload Overview



- 65% Currently Committed
- 35% Currently Available
- 15% Anticipated Commitment to the San Luis Downtown Redevelopment Plan



P83 ENTERTAINMENT DISTRICT IMPROVEMENTS; PEORIA, AZ

Together, J2 and Felipe Zubia, AICP established the redevelopment area in Peoria, AZ for the P83 Entertainment District. Following definition of area boundaries, the Team led the conceptual design and final design construction document efforts to complete several site improvements that led to a cohesive aesthetic and a revitalized area that has become a "must-see" destination bringing the City economic success.

ECONOMIC
REVITALIZATION
COMMUNITY
ARTWORK
FESTIVALS

4. REFERENCES

DESTINATION
CULTURE
HISTORY
BINATIONAL
FOCUS









4. REFERENCES

Summary of the firm's recent experience on similar planning projects. Provide four (4) similar project references.

DOWNTOWN TOLLESON REDEVELOPMENT (PASEO DE LUCES); TOLLESON, AZ

Detailed Description. Paseo de Luces was an $11 million, one-mile urban revitalization project that set out to create a true sense of place for Downtown Tolleson, Arizona. The overall objective was to develop a pedestrian-friendly destination environment that would serve as a long-term economic driver for the community. The J2 Team and City Staff focused on the principles of economic, cultural, and environmental sustainability, and a road diet to develop this unique, breathtaking environment that reflects the City's history, culture, and spirit.

PROJECT DETAILS

Names and Contact Information of Client. Reyes Medrano, (602) 677-5680; Jason Earp (623) 640-5330

Project Owner. City of Tolleson

Role of Firm. J2 Engineering & Environmental Design was the Prime Consultant in developing a master plan, conceptual design, and construction documents for improvements in the Downtown area creating a destination to help to revitalize the Downtown core.

Project Timeframe and Date Completed. 04/2011 - 12/2014

Client Project Manager. Paul Gilmore







"Jeff Velasquez and the J2 Team delivered an outstanding redevelopment project for our Downtown. They executed an absolutely stunning and amazing transformation of Tolleson's vital Van Buren Street core area. I would highly recommend J2 for future downtown redevelopment work."

Reyes Medrano Jr., City Manager
City of Tolleson





DOWNTOWN CHANDLER: ARIZONA AVE IMPROVEMENTS;

CHANDLER, AZ

Detailed Description. The Arizona Avenue Improvement Project was a $9.33 million urban design and streetscape revitalization effort that provided Downtown Chandler with a pedestrian-friendly urban environment that balanced pedestrian, vehicular, bicycle, and mass transit traffic. The primary goal was to enhance the downtown and achieve an identity that will be a mixed-use "live-work-play" destination.

PROJECT DETAILS

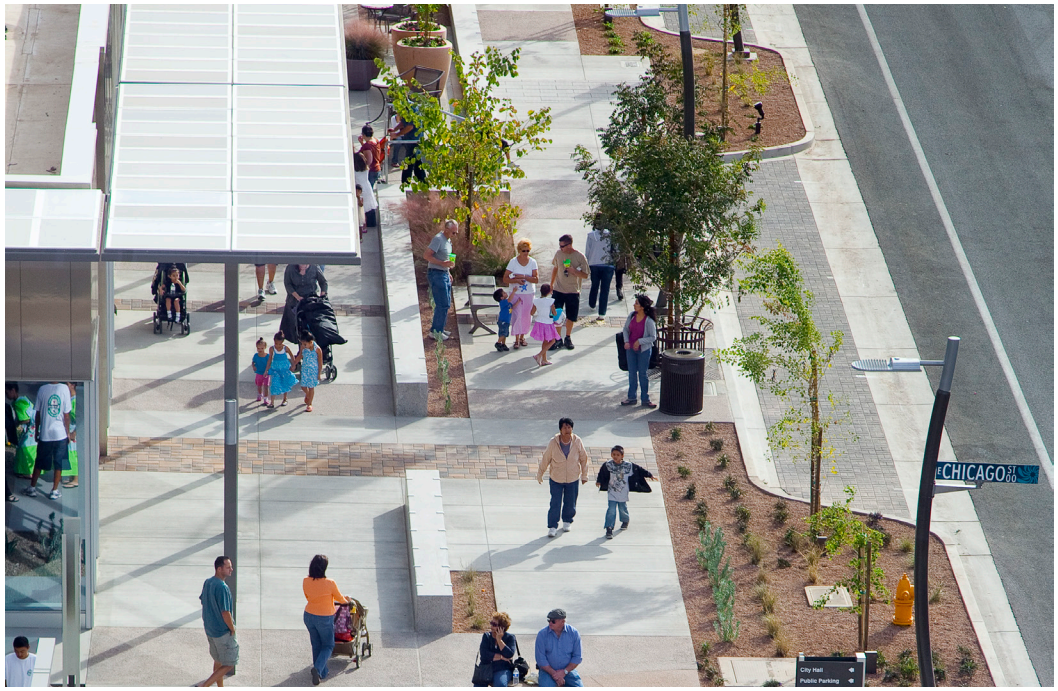
Names and Contact Information of Client. Kim Moyers, (480) 782-3045; Teri Killgore (formerly with City of Chandler), (408) 828-0012

Project Owner. City of Chandler

Role of Firm. J2 provided master planning, urban design, and landscape architecture services as a Subconsultant for the project - including hardscape, landscape, and irrigation design services. Additional scope included aesthetic theming, local artwork, public involvement, 3D graphic imaging and photo simulations, design guidelines, and custom light fixtures.

Project Timeframe and Date Completed. 04/2008 - 11/2012

Client Project Manager. Teri Killgore







"J2 has been a pleasure to work with and has truly understood the vision of the City for the Downtown area. They were always engaged and willing to work with the City's design team in a collaborative manner. I would highly recommend J2 for any project where creativity, sensitivity to budget, and collaboration are key."

Teri Killgore, Former Downtown Redevelopment Manager, City of Chandler





FIESTA DISTRICT IMPROVEMENTS; MESA, AZ

Detailed Description. The Fiesta District Improvement Project was a streetscape revitalization, placemaking, and urban design project that will be the first step in developing the District into a mixed-use, pedestrian-friendly destination environment. J2 was part of a multi-disciplinary Team providing design for the open space, streetscape, road diet, and urban design elements along Southern Avenue in Mesa's Fiesta District.

PROJECT DETAILS

Names and Contact Information of Client. Marc Ahlstrom, (480) 644-4622; Karolyn Kent, (480) 644-4567

Project Owner. City of Mesa

Role of Firm. J2 provided master planning, urban design, signage, and landscape architecture services for the project as a Subconsultant including hardscape, landscape, and irrigation design services. Additional scope included aesthetic theming, public involvement, 3D graphic rendering and photo simulations, design, and theming.

Project Timeframe and Date Completed. 12/2010 - 02/2015

Client Project Manager. Chris Scott







"J2 has done an exceptional job on the Fiesta District Southern Avenue Streetscape project. They bring innovative ideas to the team, always with an eye towards budget and real-world constructability. Their preparation of plans and specifications is top notch and we are lucky to have them on the team."

Chris Scott, Project Manager (Formerly with City of Mesa)





P83 ENTERTAINMENT DISTRICT STREETSCAPE; PEORIA, AZ

Detailed Description. The goal for the renaissance of the 83rd Avenue area near the Peoria Sports Complex was to create a vibrant, sustainable, and pedestrian-oriented entertainment environment built upon the numerous existing assets within the District. The P83 Project expanded on these assets and enhanced the urban pedestrian experience through iconic monumentation structures as well as through strategically placed shade trees and iconic date palm-lined streets, medians and intersections.

PROJECT DETAILS

Names and Contact Information of Client. Adina Lund, (623) 773-7249; Andy Granger, (623) 773-7215

Project Owner. City of Peoria

Role of Firm. J2 Engineering & Environmental Design was the Prime Design Consultant in developing preliminary, conceptual design and final construction documents for improvements to the P83 District creating a destination with an outstanding sense of place.

Project Timeframe and Date Completed. 04/2012 - 06/2013

Client Project Manager. Adina Lund







"During the past several years the City of Peoria has been working with J2 on numerous projects including parks, streetscapes, downtown redevelopment, sports complex improvements and plazas. J2 has always exhibited the highest levels of quality, knowledge and professionalism."

Adina Lund, PE, City of Peoria





Additional Experience

Showcasing our Key Team partner and subconsultant, Matrix's, similar experience & expertise

1 MESA EAST AND WEST REDEVELOPMENT PLANS; MESA, AZ

Description, role of firm, and services provided: This project involves the creation of a redevelopment area and a plan to extend the existing Mesa Town Center Redevelopment Area and the Central Business District (CBD). The plan will set the direction for transforming targeted areas into strong, vibrant, and economically sustainable quality employment centers with a healthy mix of retail and light industrial uses while addressing the problems of slum and blight, vacant properties, crime, and inappropriate land use. Major components of the services include an analysis of the proposed redevelopment area boundary to support a finding that the area is a slum or blighted and a finding of necessity by the City Council that creates a new redevelopment area, public relations management including presentations to the public and to elected and appointed officials, expansion of the downtown CBD, and the creation of a redevelopment plan.

The west redevelopment area is home to a diverse mixture of single-family residential areas, neighborhood commercial plazas, and one of the first industrial areas of the city. The east redevelopment area contains several retail, restaurant, and service businesses, including some national/regional establishments.

Matrix provided the following services for the City of Mesa:

- Planning
- GIS
- Comprehensive Planning
- Redevelopment Planning
- Downtown Planning
- Public Engagement & Facilitation

2 WICKENBURG DOWNTOWN REDEVELOPMENT; WICKENBURG, AZ

Description, role of firm, and services provided: This project involves the creation of the Town's first Redevelopment Area and first Central Business District (CBD). The intent of the project is to redevelop downtown Wickenburg, particularly as it relates to land use, public space and improvement in development opportunities for the residential, commercial and tourism sectors. Establishing a Redevelopment Area is a necessary step for adding economic tools like the Government Property Lease Excise Tax (GPLET).

Major components of the Matrix role include an analysis of the proposed redevelopment area boundary to support a finding that the area is a slum or blighted and a finding of necessity by the City Council that creates a new redevelopment area, public relations management including presentations to the public and to elected and appointed officials, expansion of the downtown CBD, and the creation of a redevelopment plan.

Matrix provided the following services for the Town of Wickenburg:

- Planning
- GIS
- Comprehensive Planning
- Redevelopment Planning
- Downtown Planning
- Public Engagement & Facilitation

ECONOMIC
REVITALIZATION
COMMUNITY
ARTWORK
FESTIVALS

5. PROJECT ROLES

DESTINATION
CULTURE
HISTORY
BINATIONAL
FOCUS









5. PROJECT ROLES

Note: resumes for each key staff member showcased in this section are provided in Appendix 1 located at the end of this document

A description of each staff member or subconsultant who will be involved with this project and their roles. Provide a percentage of time for each person.

JEFF HOLZMEISTER, PE

Project Principal
37 years experience | 18 with J2



Jeff is a civil engineer and is a Co-Founder and the President of J2. He will be responsible for firm resource allocation and will serve as the project principal Jeff brings extensive experience leading and serving on J2 downtown redevelopment projects over the last 18 years and has a unique expertise in the area of drainage engineering. He will ensure that this project is completed successfully.

10% Committed

JEFF VELASQUEZ, PLA, ASLA

Project Manager + Public Involvement Support
27 years experience | 18 with J2



Jeff will serve as Project Manager and is a Vice President at J2 with 27 years of public works experience in the fields of landscape architecture and urban design. His wide variety of project experience has included planning, design, and construction of award-winning streetscape, district redevelopment, and urban design projects. Jeff has experience working in the City of San Luis as well as the surrounding area.

60% Committed

AARON ALLAN, PLA, ASLA

QAQC
18 years experience | 18 with J2



Aaron is a Vice President and Principal Landscape Architect at J2. He will provide overall project QAQC as well as landscape architecture and urban design support on this project. He brings a broad range of award-winning design experience leading and serving on downtown redevelopment and master planning teams and has outstanding experience serving on multidisciplinary design teams for successful, award-winning projects.

20% Committed

ADAM HAWKINS, PLA, ASLA

Landscape Architecture & Urban Design
15 years experience | 15 with J2

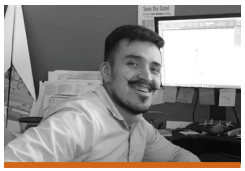


Adam brings extensive experience to the J2 team as a diverse and multi-facted landscape architect. Adam's unique blend of technical landscape architecture expertise and urban design skills makes him the perfect fit to serve on this project Team. His 15 years of experience include several downtown redevelopment and urban design projects including leading Peoria's redevelopment improvements to the P83 Entertainment District.

50% Committed

AURELIO LOPEZ, ASLA

Landscape Design & Urban Design
3 years experience | 3 with J2



As a landscape designer, Aurelio has worked on a variety of public works landscape architecture projects including downtown redevelopments, streetscapes, roadways, trails (urban and natural), and transportation projects. He specializes in planting design, construction documentation, graphic presentation of concept plans, and life-like 3D renderings. Aurelio will provide support within landscape design and urban design as well as presentation and 3D graphic creation.

30% Committed

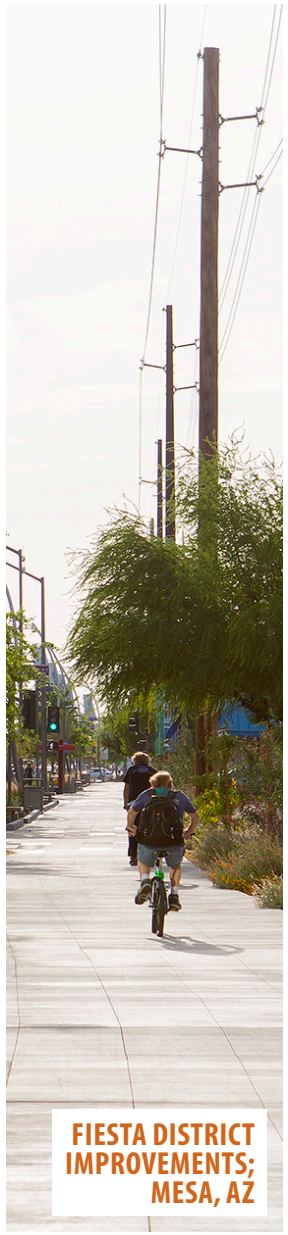
FELIPE ZUBIA, AICP

Redevelopment Area & Blight Analysis + Public Involvement Lead • 26 years experience | 7 with Matrix



Felipe has worked in both the public and private sectors, developing solution sets and implementation strategies for a range of community planning and redevelopment issues. Together with J2, he helped establish the redevelopment area in Peoria, AZ (P83) and oversaw the redevelopment initiative (Paseo De Luces) in Tolleson, AZ. Additionally, Felipe recently completed the San Luis General Plan project with the City of San Luis.

15% Committed



FIESTA DISTRICT IMPROVEMENTS; MESA, AZ

MATT SCHWALB, AICP

Planning & Economic/ Market Analysis
9 years experience | 6 with Matrix



Matt has nine years of professional experience with market analysis; economic and fiscal impact assessments; real estate pro forma development; focus group facilitation; and survey design, implementation, and analysis. He specializes in conducting market analyses that examine the demand for a variety of commercial products, including food and beverage, retail, office, and multi-family developments.

20% Committed

JANIE HOLLINGSWORTH, PE

Traffic Engineering Analysis
20 years experience | 2 with Matrix



Janie is Matrix's director of traffic engineering with over 20 years' experience in traffic engineering, transportation planning, and highway-rail grade crossing safety. Janie's career has been punctuated by prominent assignments for traffic planning and highway-rail grade crossing safety that have led to her involvement in numerous complex projects throughout the United States.

10% Committed

LISA RANZENBERGER

Branding, Wayfinding, & Signage
27 years experience | 10 with Firm



Lisa will provide placemaking, signage, branding, and monumentation services that will ensure proper wayfinding and help create a memorable sense of place. Lisa is a premier placemaking professional and is extremely well-known across the state of Arizona. She has partnered with J2 on numerous downtown redevelopment planning and design projects.

20% Committed

KEVIN DAHL, PE

Civil Engineering Analysis & QAQC
36 years experience | 24 with DRA



Kevin has over 36 years experience, the last 24 years as a Principal of DRA, and has been involved in all facets of civil engineering design, planning studies, land surveying and contract administration in the Yuma area. Project experience include projects within the City of San Luis, City of Somerton, City of Yuma, Yuma County and Arizona Department of Transportation facilities.

10% Committed



P83 IMPROVEMENTS; PEORIA, AZ

"The J2 Team is dynamic, talented, creative, and truly a pleasure to work with. They performed above and beyond the level of excellence to deliver the Mansel Carter Oasis Park project in 2018 on a tight budget and tight schedule. The outstanding project reviews across the board – from residents, to elected officials, to Town Staff, to professionals across the State – have been amazing and very special. I would highly recommend J2, and I look forward to working again with them."

Adam Robinson Town of Queen Creek

ECONOMIC REVITALIZATION
COMMUNITY ARTWORK
FESTIVALS

6. FEES

DESTINATION CULTURE
HISTORY
BINATIONAL FOCUS









6. Fees

A budget, including a cost for each task and a lump sum cost for the entire project.

COST PROPOSAL

SAN LUIS REDEVELOPMENT AREA AND REDEVELOPMENT PLAN

PREPARED FOR: CITY OF SAN LUIS, ARIZONA

Prepared by: J2 Engineering and Environmental Design, LLC

Project Fees by Task

Task:	Duration in Months	Firms Involved in Task		Task Subtotal
Task 1 - Project Kick-off and Data Collection	1	J2, Matrix, DRA		$15,000.00
Task 2 - Blight Data Collection and Public Workshop	3	J2, Matrix, DRA		$18,000.00
Task 3 - Analysis and Findings of Necessity	2	J2, Matrix		$16,000.00
Task 4 - Mayor and Council Review and Adoption	2	J2, Matrix		$8,000.00
Task 5 - Draft Redevelopment Plan and Stakeholder Input	6	J2, Matrix, Lisa Ranzenberger, DRA		$75,000.00
Task 6 - Redevelopment Plan Review	4	J2, Matrix, Lisa Ranzenberger, DRA		$30,000.00
Task 7 - Final Plan and Adoption	1	J2, Matrrix		$10,000.00

Cost Subtotal: $172,000.00

Lump Sum Cost for Entire Project: **$172,000.00**

Note: Direct and Reimbursable Expenses are included in the above-noted fees.

Note: All required project meetings, outreach meetings, P&Z meetings, and Council meetings are also included in the above-noted fees.

Fiscal Year Funding Breakdown:

Fiscal Year 2020-2021 (tasks 1 through 3)	$49,000.00
Fiscal Year 2021-2022 (tasks 4 through 7)	$123,000.00

Delta: Funding in Addition to the Current Available $75,000 that will be Required in 2021-2022: $97,000.00

J2 Engineering and Environmental Design LLC

Jeffrey Velasquez, PLA, ASLA
Vice President,
Principal Landscape Architect

2/16/2021
Date

Detail all rates for the allocation of key staff personnel and subcontractors assigned.

Key Staff Member (shown on pages 22-23)	Hourly Rate
Jeff Holzmeister, PE; Project Principal *Principal Engineer and President of J2*	**$208.66**
Jeff Velasquez, PLA, ASLA; Project Manager + Public Involvement Support *Principal Landscape Architect & Vice President at J2*	**$175.29**
Aaron Allan, PLA, ASLA; QAQC *Principal Landscape Architect & Vice President at J2*	**$175.29**
Adam Hawkins, PLA, ASLA; Landscape Architecture & Urban Design *Landscape Architect at J2*	**$123.42**
Aurelio Lopez, ASLA; Landscape Design & Urban Design *Landscape Designer at J2*	**$83.39**
Felipe Zubia, AICP; Redevelopment Area & Blight Analysis + Public Involvement Lead *Principal Planner at Matrix*	**$175**
Matt Schwalb, AICP; Planning & Economic/ Market Analysis *Senior Planner at Matrix*	**$140**
Janie Hollingsworth, PE; Traffic Engineering Analysis *Director of Traffic Engineering at Matrix*	**$200**
Lisa Ranzenberger; Branding, Wayfinding, & Signage *Principal Designer at Lisa Ranzenberger Design*	**$60.05**
Kevin Dahl, PE; Civil Engineering Analysis & QAQC *Principal Engineer and Partner at Dahl Robins & Associates, Inc.*	**$150**

Appendix 1

Resumes

Jeff Holzmeister, PE

President; Project Principal

Jeff is a Civil Engineer and is President of J2. He will be responsible for firm and team resource allocation and serve as the project principal. He brings outstanding experience in downtown and district redevelopment projects and has led several multi-disciplinary teams to successful, award-winning project outcomes. Jeff has been involved in a wide range of urban design, water resource and general civil engineering projects throughout Arizona and has 37 years of water resources and general civil engineering experience. In addition to technical engineering analyses, his expertise includes development of construction cost estimates, operation and maintenance plans, and benefit/cost analyses to determine the economic feasibility of a specific flood control or drainage plan.



DOWNTOWN REDEVELOPMENT EXPERIENCE

Downtown Tolleson Redevelopment Project (Paseo de Luces); Tolleson, AZ (City of Tolleson) Engineering Principal. Jeff served as Principal Engineer for this exciting one-mile revitalization and "road diet" of Van Buren Street. The project design included wider sidewalks, social seating with custom tiled coffee tables, signage / wayfinding / monumentation, and pedestrian and roadway LED lighting. The project also added bike lanes, open space improvements, a dynamic paving system, central plaza with water feature & shade structure, festoon lighting, freeway signage, a dense street tree system with structural soil, Wi-Fi network, sound system, and a vibrant award-winning seven piece art program reflecting the City's culture and heritage. Paseo de Luces was developed to create a true sense of place that achieves economic, environmental, and cultural sustainability.

Water Tower Plaza; Gilbert, AZ (Town of Gilbert) Engineering Principal. The project has included extensive public outreach to both the community and local business owners. Unique to the project is the association created with ASU's Decision Theater where the public input process has been teamed with the latest in 3-D modeling technology. This has provided the ability to gather public input and present ideas in a virtual walk through. This facet of the design process allowed the team to investigate how the public feels about a multitude of aspects on the project including the sounds of water, the texture of pavement, and the colors of the site and ultimately how the entire project will be developed. The plaza improvements consisted of four different themed water features, outdoor plaza spaces, and an informal turf amphitheater.

Fiesta District Improvements; Mesa, AZ (City of Mesa) Project Engineer. Jeff served as the project drainage engineer for the open space, streetscape, and urban design elements along Southern Avenue in Mesa's Fiesta District. The project area spans 1.8 miles from the Tempe Canal east to Extension Road. The scope of work involved conceptual

Experience
37 Years' Industry Experience
18 with J2

Education
M.S., Water Resources Engineering, University of Kansas, Lawrence, Kansas

B.S. Civil Engineering, University of Kansas, Lawrence, Kansas

FLO-2D Modeling Training

Registration
Professional Civil Engineer
Arizona #23170
Nevada #11572
Kansas #21547
Missouri #2011007345
New Mexico #20445
Utah #8906556-2202

design, public involvement, and construction documents for this district wide revitalization project which intends to make the Fiesta District a more pedestrian friendly, mixed-use destination environment. The design focused on pedestrian enhancements, site furnishings, open space development, signage and wayfinding elements, a traffic study, civil engineering improvements, and will include extensive stakeholder involvement.

Downtown Chandler: Arizona Avenue Corridor Improvements; Chandler, AZ (City of Chandler) Engineering QAQC. Project consisted of the development of two miles of streetscape and urban design improvements through downtown Chandler's Arizona Avenue corridor. The project scope includes development of design guidelines and conceptual design, coordination with existing and proposed projects, and development of construction documents, specifications, and estimates for this exciting downtown revitalization project. Specific project improvements include pedestrian enhancements and sidewalk widening, traffic calming and lane narrowing, landscape and irrigation design, gateway entry monumentation, signage enhancements, median design with uplighting, urban site furnishings, hardscape/pavement design, pedestrian bulb-outs, and on-street parking. The overall project also included several side street improvements that will enhance mixed-use development and provide an urban greenbelt open space pedestrian corridor for downtown. The City of Chandler's intent for this multi-faceted project is to begin to create a mixed-use, pedestrian-friendly downtown destination for shopping, dining, entertainment, urban living, and working.

Southern Avenue: Fiesta Paseo Improvements; Mesa, AZ (City of Mesa) Drainage Engineer. As a subconsultant, J2 assisted in the design of the Southern Avenue improvements from the Tempe Canal to Alma School Road. J2 was responsible for the project visioning (narrowing of the roadway from six lanes to four lanes), development of pedestrian corridors and paseos, storm drainage improvements, and incorporation of low impact development (LID). Storm drain improvements were added to increase the flood hazard protection of the Desert Banner Hospital complex. The project serves as the first phase of the neighborhood redevelopment.

Casa Grande Parks & Recreation Plans; Casa Grande, AZ (City of Casa Grande) Project Principal. Jeff was responsible for the master plan and the final construction documents for two recreational complexes within the City of Casa Grande. The first recreational complex was the North Campus recreational park now called Carr McNatt Park. This community park, located within the heart of Casa Grande, serves as one of the Cities central parks and community gathering areas. The project tasks include the master planning of the park and the area surrounding and within a planned family aquatic center. The final construction plans included the design and layout of an interconnected trail system, five field soccer complex, restroom/concessions building, parking lots, skate park, landscape and irrigation plans, a new family aquatic center, electrical for lighting parking, walkways and each soccer field, and the required water & sewer extensions for the project and the design of several innovative design elements within the family aquatic center.

The second recreational complex included the master planning of a portion of a 100-acre sports complex known as Ed Hooper Memorial Park. The portion that has been designed included the design and layout of four-lighted softball fields, a centralized building, which accommodates restroom facilities, concessions area, and maintenance equipment and storage. The entire park design was laid out to accommodate future park expansion that would include soccer fields, tennis courts, lakes, multi-use trail system basketball courts parking and restrooms. Included with the plans were specifications and associated cost estimates.

CONTACT

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jholzmeister@j2design.us

http://www.j2design.us

Jeff Velasquez, PLA, ASLA

Vice President; Project Manager + Public Involvement Support

Jeff is a Project Manager with 27 years of public works experience in the fields of landscape architecture and urban design. His wide variety of project experience has included planning, design, and construction of award-winning downtown redevelopment projects. His expertise includes placemaking, public involvement, sustainable green systems/low-impact development (LID) design, signage and wayfinding systems, road diets (also known as road "right-sizing"), urban design and pedestrian/multi-modal improvements, complete streets, transportation projects, multi-use trail systems, and regional, community and neighborhood park design. Jeff is a proven leader who has specialized in helping small to mid-size communities statewide revitalize their downtown areas. His attention to detail, ability to achieve consensus, and focus on long-term economic development opportunities have become trademarks of Jeff's work. Jeff has been a featured speaker at the ASLA National Convention and many of his high-profile projects have been published nationally.



DOWNTOWN REDEVELOPMENT EXPERIENCE

Downtown Tolleson Redevelopment Project (Paseo de Luces); Tolleson, AZ (City of Tolleson) Project Manager. Jeff directed the multi-disciplinary team that delivered this exciting one-mile revitalization and "road diet" of Van Buren Street. The project design included wider sidewalks, social seating with custom tiled coffee tables, signage / wayfinding / monumentation, and pedestrian and roadway LED lighting. The project also added bike lanes, open space improvements, a dynamic paving system, central plaza with water feature & shade structure, festoon lighting, freeway signage, a dense street tree system with structural soil, Wi-Fi network, sound system, and a vibrant award-winning seven piece art program reflecting the City's culture and heritage. Paseo de Luces was developed to create a true sense of place that achieves economic, environmental, and cultural sustainability.

Downtown El Mirage Improvements – Thunderbird Road & El Mirage Road; El Mirage, AZ (City of El Mirage) Project Landscape Architect. Jeff directed the master planning and urban design for this exciting revitalization of Downtown El Mirage. In addition to being involved in the conceptual planning and design, Jeff directed the production of landscape architecture construction documents including hardscape, landscape, and irrigation design. Also included in the scope were aesthetic theming, public involvement, entry monuments, and 3D rendering and photo simulations. This project included alternatives for the roadway corridors, including lane widths, median locations, pedestrian areas, and aesthetic character. The overall goal of the improvements is to revitalize Downtown El Mirage, enhance economic development opportunities, and develop a multi-modal balance of pedestrian, vehicular and bicycle transportation.

Downtown Somerton Redevelopment Project; Somerton, AZ (City of Somerton) Project Manager. The first stage of this project was a 1/8-mile redevelopment of the Main Street

Experience
27 Years' Industry Experience
18 with J2

Education
B.S., Landscape Architecture, California State Polytechnic University, Pomona, CA

Registration
Arizona Landscape Architect #35538

New Mexico Landscape Architect #489

Affiliations
Arizona Association for Economic Development (AAED)

American Society of Landscape Architects (ASLA)

corridor of downtown Somerton, which is the commercial and cultural heart of the city. In addition to being the primary economic core of the city, Main Street was the site of the annual Tamale Festival as well as the vehicular corridor to Mexico via Highway 95. This revitalization project strengthens the multiple roles that Main Street Somerton plays in the local community and to Arizona as a whole. Project improvements include: 'Complete Streets' implementation, improved sidewalk/shared-use path zone, entry monument and wayfinding elements, vending kiosks, integration of historical elements, roadway and pedestrian LED lighting & banners, clock tower, and pedestrian site furnishings.

Fiesta District Improvements; Mesa, AZ (City of Mesa) Project Landscape Architect. Jeff provided master planning and urban design for the open space, streetscape, and urban design elements along Southern Avenue in Mesa's Fiesta District. The project area spans 1.8 miles from the Tempe Canal east to Extension Road. The scope of work involved conceptual design, public involvement, and construction documents for this district wide revitalization project which intends to make the Fiesta District a more pedestrian friendly, mixed-use destination environment. The design focused on pedestrian enhancements, site furnishings, open space development, signage and wayfinding elements, a traffic study, civil engineering improvements, and will include extensive stakeholder involvement.

Downtown Chandler: Arizona Avenue Corridor Improvements; Chandler, AZ (City of Chandler) Project Landscape Architect. Project consisted of the development of two miles of streetscape and urban design improvements through downtown Chandler's Arizona Avenue corridor. The project scope includes development of design guidelines and conceptual design, coordination with existing and proposed projects, and development of construction documents, specifications, and estimates for this exciting downtown revitalization project. Specific project improvements include pedestrian enhancements and sidewalk widening, traffic calming and lane narrowing, landscape and irrigation design, gateway entry monumentation, signage enhancements, median design with uplighting, urban site furnishings, hardscape/pavement design, pedestrian bulb-outs, and on-street parking. The overall project also included several side street improvements that will enhance mixed-use development and provide an urban greenbelt open space pedestrian corridor for downtown. The City of Chandler's intent for this multi-faceted project is to begin to create a mixed-use, pedestrian-friendly downtown destination for shopping, dining, entertainment, urban living, and working.

Fry Boulevard West End Corridor Study; Sierra Vista, AZ (Sierra Vista Metropolitan Planning Organization) Project Manager. Jeff was responsible for leading the project team that produced the DCR study for this one-mile corridor revitalization effort. The Project will ultimately encompass the revitalization of Fry Boulevard between Buffalo Soldier Trail and 7th Street, with improvements that will enhance economic development through reinvestment by businesses, property owners, and future private development. The primary objective of The Project is to showcase Fry Boulevard's West End as an economically vibrant "Front Door" to Sierra Vista that promotes the City and the thoroughfare as a destination environment, attracting new businesses and visitors and enhancing the lives of Sierra Vista residents. The proposed first-stage project consists of reducing the existing 5 lanes to 3 lanes (counting the median turn lane), which would provide room for a variety of amenities, aesthetics, and placemaking opportunities that will help to energize the Fry Boulevard Corridor.

CONTACT

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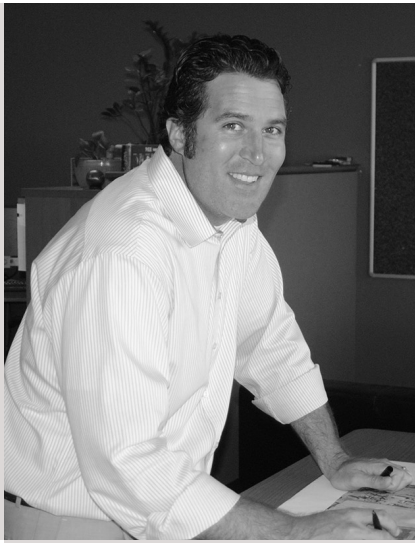
jvelasquez@j2design.us

http://www.j2design.us

Aaron Allan, PLA, ASLA

Vice President; QAQC

Aaron is a Principal Landscape Architect, and he will provide QAQC services as well as urban design support and conceptual landscape architecture services where needed. He brings a broad range of award-winning design experience leading and serving on downtown redevelopment and master planning teams. Aaron has outstanding experience leading multidisciplinary design teams on successful award-winning projects including design of public pedestrian spaces, environmental restorations, and trails. Aaron has been involved in more than a dozen trails projects constituting over 20 miles of pathways. Many of the projects involved multiple stakeholder involvement. Aaron gives the J2 staff multi-faceted talent, due to his diverse expertise in parks and open-space master planning, hardscape and irrigation design, public presentation, horticulture, and planting design.



DOWNTOWN REDEVELOPMENT EXPERIENCE

Water Tower Plaza; Gilbert, AZ (Town of Gilbert) Project Manager. Aaron was responsible for the landscape master plan and final construction documents for the restoration of the historic Water Tower Plaza in downtown Gilbert's Heritage District. The project has included extensive public outreach to both the community and local business owners. Unique to the project is the association created with ASU's Decision Theater where the public input process has been teamed with the latest in 3-D modeling technology. This has provided the ability to gather public input and present ideas in a virtual walk through. This facet of the design process has allowed Aaron to investigate how the public feels about a multitude of aspects on the project including the sounds of water, the texture of pavement, and the colors of the site and ultimately how the entire project will be developed. The plaza improvements consisted of four different themed water features, outdoor plaza spaces, and an informal turf amphitheater.

Downtown Tolleson Redevelopment Project (Paseo de Luces); Tolleson, AZ (City of Tolleson) Urban Design, Planning. Aaron served on the multi-disciplinary team that delivered this exciting one-mile revitalization and "road diet" of Van Buren Street. The project design included wider sidewalks, social seating with custom tiled coffee tables, signage / wayfinding / monumentation, and pedestrian and roadway LED lighting. The project also added bike lanes, open space improvements, a dynamic paving system, central plaza with water feature & shade structure, festoon lighting, freeway signage, a dense street tree system with structural soil, Wi-Fi network, sound system, and a vibrant award-winning seven piece art program reflecting the City's culture and heritage. Paseo de Luces was developed to create a true sense of place that achieves economic, environmental, and cultural sustainability.

Fiesta District Improvements; Mesa, AZ (City of Mesa) Urban Design, Planning. Aaron supported the design for the open space, streetscape, and urban design elements along Southern Avenue in Mesa's Fiesta District. The

Experience
18 Years' Industry Experience
20 with J2

Education
Bachelor of Science in Landscape Architecture, Arizona State University

PSMJ Resources, Inc. Project Management Training

Registration
Arizona Landscape Architect #45439

Utah Landscape Architect #7289718

Kansas Landscape Architect #761

Nevada Landscape Architect #852

project area spans 1.8 miles from the Tempe Canal east to Extension Road. The scope of work involved conceptual design, public involvement, and construction documents for this district wide revitalization project which intends to make the Fiesta District a more pedestrian friendly, mixed-use destination environment. The design focused on pedestrian enhancements, site furnishings, open space development, signage and wayfinding elements, a traffic study, civil engineering improvements, and will include extensive stakeholder involvement.

Downtown Chandler: Arizona Avenue Corridor Improvements; Chandler, AZ (City of Chandler) Project Landscape Architect. This project consisted of the development of two miles of streetscape and urban design improvements through downtown Chandler's Arizona Avenue corridor. The project scope includes development of design guidelines and conceptual design, coordination with existing and proposed projects, and development of construction documents, specifications, and estimates for this exciting downtown revitalization project. Specific project improvements include pedestrian enhancements and sidewalk widening, traffic calming and lane narrowing, landscape and irrigation design, gateway entry monumentation, signage enhancements, median design with uplighting, urban site furnishings, hardscape/pavement design, pedestrian bulb-outs, and on-street parking. The overall project also included several side street improvements that will enhance mixed-use development and provide an urban greenbelt open space pedestrian corridor for downtown. The City of Chandler's intent for this multi-faceted project is to begin to create a mixed-use, pedestrian-friendly downtown destination for shopping, dining, entertainment, urban living, and working.

P83 Entertainment District; Peoria, AZ (City of Peoria) Project Manager. This sustainable, pedestrian oriented entertainment district, builds upon the numerous existing dining and recreational venues. The project included gateways, icon monuments, plazas, identity pylons, wayfinding signage, interconnected pedestrian ways, "Z" crossing(s) and enhanced pedestrian crossings at intersections, shaded sidewalks and monumental landscape medians creating the "new" pedestrian friendly P83 district brand.

CDBG Heritage District Improvements; Gilbert, AZ (NFra/Town of Gilbert) Project Landscape Architect. The Town of Gilbert has received a Community Development Block Grant (CDBG) for pedestrian and bicycle improvements for an area within the downtown Heritage District. The project area extends north on Gilbert Road from Elliot Road to Vaughn Avenue. Improvements will occur only within the existing right of way of Gilbert Road. Project improvements will include removal and replacement of existing sidewalk, addition of new ten foot sidewalks, new site furnishings (benches, trash receptacles, bike racks, and news paper racks), new landscaping including trees and tree grates, and new irrigation improvements. Other improvements will include new way finding kiosks, replacement of existing ADA ramps, and rectangular rapid flashing beacons to enhance existing crosswalks. The project will also require coordination with Union Pacific Railroad (UPRR) as their facilities bisect the project limits.

Flatiron Community Park; Apache Junction, AZ (City of Apache Junction) Landscape Architect. Aaron provided conceptual designs during the master planning and thematic design for this three acre community park within the City of Apache Junction. The park was designed to provide a place for downtown visitors to relax, have a conversation, and enjoy the cooling and relaxing effects of water. The park consists of a large informal turf amphitheater, interactive water feature, picnic ramadas, restroom building, 'think water' courtyard area, seatwalls, many trees for shade and parking lot. The park serves as the epicenter for the future downtown revitalization efforts by the City.

CONTACT

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Adam Hawkins, PLA, ASLA

Landscape Architecture & Urban Design



Adam has 15 years of experience in the field of landscape architecture and design. His wide variety of project experience includes several downtown redevelopment, master planning, streetscape, and corridor enhancement projects. Adam gives the J2 staff multi-faceted talent due to his diverse expertise in landscape design concepts, planting design, hardscape and irrigation design, signage and wayfinding plans, monuments and branding, stakeholder coordination and public involvement, presentation graphics, and 3D renderings. He brings strong experience proven success managing multi-disciplinary teams to achieve project goals for several clients throughout Arizona.

DOWNTOWN REDEVELOPMENT EXPERIENCE

Downtown Tolleson Redevelopment Project (Paseo de Luces); Tolleson, AZ (City of Tolleson) Landscape Architect. J2 led the multi-disciplinary team that delivered this exciting one-mile revitalization and "road diet" of Van Buren Street. The project design included wider sidewalks, social seating with custom tiled coffee tables, signage / wayfinding / monumentation, and pedestrian and roadway LED lighting. The project also added bike lanes, open space improvements, a dynamic paving system, central plaza with water feature & shade structure, festoon lighting, freeway signage, a dense street tree system with structural soil, Wi-Fi network, sound system, and a vibrant award-winning seven piece art program reflecting the City's culture and heritage. Paseo de Luces was developed to create a true sense of place that achieves economic, environmental, and cultural sustainability.

Downtown Chandler: Arizona Avenue Corridor Improvements; Chandler, AZ (City of Chandler) Landscape Architect. Project consisted of the development of two miles of streetscape and urban design improvements through downtown Chandler's Arizona Avenue corridor. The project scope includes development of design guidelines and conceptual design, coordination with existing and proposed projects, and development of construction documents, specifications, and estimates for this exciting downtown revitalization project. Specific project improvements include pedestrian enhancements and sidewalk widening, traffic calming and lane narrowing, landscape and irrigation design, gateway entry monumentation, signage enhancements, median design with uplighting, urban site furnishings, hardscape/ pavement design, pedestrian bulb-outs, and on-street parking. The overall project also included several side street improvements that will enhance mixed-use development and provide an urban greenbelt

Experience
15 Years' Industry Experience
15 with J2

Education
B.S., Landscape Architecture, Arizona State University, 2006

Registration
Arizona Landscape Architect #56352

open space pedestrian corridor for downtown. The City of Chandler's intent for this multi-faceted project is to begin to create a mixed-use, pedestrian-friendly downtown destination for shopping, dining, entertainment, urban living, and working.

Elliot Road Technology Corridor (City of Mesa); Mesa, AZ Landscape Architect. J2 was the Project Landscape Architect for the streetscape and monument/ signage improvements along Elliot Road between Ellsworth Road and Signal Butte Road. The project area spans 2 miles and is intended to set the table for private development along this vital economic corridor. The scope of work included conceptual design, stakeholder involvement, construction documents, and post design services. The project included vibrant monumentation and signage with custom lighting, as well as low impact development (LID) water harvesting swales adjacent to the roadway in the streetscape planting areas. Included in the J2 scope of work was landscape architecture, hardscape, and irrigation design, a drainage report, and signage/ monument design coordination. The project opened in 2019.

P83 Entertainment District (City of Peoria); Peoria, AZ Project Manager. The goal for the renaissance of the 83rd Avenue area near the Peoria Sports Complex was to create a vibrant, sustainable pedestrian-oriented entertainment environment, building upon the numerous existing assets within the District. The P83 Project was built upon these assets and enhances the urban pedestrian experience through iconic monumentation structures as well as through shade trees and iconic date palm-lined streets, medians and Intersections. P83 District-specific elements include blue and yellow thematic branding logos; gabion systems with accent stones; blue glass accent materials; Accent pylons; and iconic entry monuments.

Fiesta District Improvements; Mesa, AZ (City of Mesa) Landscape Architect. J2 provided master planning and urban design for the open space, streetscape, and urban design elements along Southern Avenue in Mesa's Fiesta District. The project area spans 1.8 miles from the Tempe Canal east to Extension Road. The scope of work involved conceptual design, public involvement, and construction documents for this district wide revitalization project which intends to make the Fiesta District a more pedestrian friendly, mixed-use destination environment. The design focused on pedestrian enhancements, site furnishings, open space development, signage and wayfinding elements, a traffic study, civil engineering improvements, and will include extensive stakeholder involvement.

Mesa Drive Phase 2 Improvements (City of Mesa); Mesa, AZ J2 Project Manager. Adam worked as a subconsultant on the project team providing design for the streetscape elements along the Mesa Drive corridor, south of Main Street. Adam developed landscape architecture design elements for the corridor including median plantings, light pole banner theme, pocket park concepts, and landscape/ irrigation.

Monroe Street, 83rd Avenue to 85th Avenue (City of Peoria); Peoria, AZ Project Manager. Adam worked on improvements to Monroe Street in front of City hall. Monroe Street from 83rd Avenue to 85th Avenue was asphalt with no landscape medians. This project created a more appealing view once inside the City hall campus. The proposed improvements included new landscape medians with accent lighting on the trees and brick paving to tie into the existing old town aesthetic.

CONTACT

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Aurelio Lopez, ASLA

Landscape Design & Urban Design

Aurelio is a designer who has worked on a variety of public works landscape architecture projects including downtown redevelopment, parks, streetscapes, trails and transportation projects. He specializes in planning, hardscape and planting design. His skills also include construction documents, and developing high-quality 3D graphic renderings and visual simulation exhibits. Aurelio has expertise in rendering programs including SketchUp, Photoshop, AutoCAD, Microstation and Lumion 3D.



DOWNTOWN REDEVELOPMENT & STREETSCAPE EXPERIENCE

Downtown Streetscape Master Plan; Page, AZ (City of Page) Landscape and Urban Designer. J2 is currently working with the City of Page to develop a Downtown Streetscape Master Plan for the core downtown area. Aurelio is providing landscape design and urban design services as well as graphic support for public involvement and consensus building activities.

Downtown Streetscape Master Plan; Douglas, AZ (City of Douglas) Landscape and Urban Designer. J2 is currently working with the City of Douglas to develop a Downtown Streetscape Master Plan for the core downtown area. Aurelio is providing landscape design and urban design services as well as graphic support for public involvement and consensus building activities.

P83 Entertainment District; Peoria, AZ (City of Peoria) Designer. This sustainable, pedestrian oriented entertainment district, builds upon the numerous existing dining and recreational venues. The project included gateways, icon monuments, plazas, identity pylons, wayfinding signage, interconnected pedestrian ways, "Z" crossing(s) and enhanced pedestrian crossings at intersections, shaded sidewalks and monumental landscape medians creating the "new" pedestrian friendly P83 district brand.

Elliot Road Tech Corridor Segment (City of Mesa) Landscape Designer. The project area spans 2 miles and is intended to set the table for private development along this vital economic corridor. The scope of work included conceptual design, stakeholder involvement, construction documents, and post design services. The project included vibrant monumentation and signage with custom lighting, as well as low impact development (LID) water harvesting swales adjacent to the roadway in the streetscape planting areas.

Flatiron Community Park; Apache Junction, AZ (City of Apache Junction) Landscape Designer. Aurelio provided conceptual designs during the master

Experience
3 Years' Industry Experience
3 with J2

Education
B.S., Landscape Architecture, Arizona State University, 2017

planning and thematic design for this three acre community park within the City of Apache Junction. The park was designed to provide a place for downtown visitors to relax, have a conversation, and enjoy the cooling and relaxing effects of water. The park consists of a large informal turf amphitheater, interactive water feature, picnic ramadas, restroom building, 'think water' courtyard area, seatwalls, many trees for shade and parking lot. The park serves as the epicenter for the future downtown revitalization efforts by the City.

Mansel Carter Oasis Park; Queen Creek, AZ (Town of Queen Creek) Graphics and Construction Documentation support. Mansel Carter Oasis Park is on a 44 acre site at Appleby Road and 196th Street. Aurelio helped to providing plans, specification, quantities, and estimates for the development of two multi-purpose fields, four baseball fields, two basketball courts, two sand volleyball courts, themed playground areas, themed splash pad, several shade ramadas, concession and restroom buildings, paths with fitness pods, maintenance building and yard, skate/BMX park, and an urban fishing lake. Also included are traffic signal design, widening of Sossaman Road, utilities, and general landscape and irrigation.

Celaya Park; Tempe, AZ (City of Tempe) Construction Documentation Support. Aurelio through the guidance of Kurt (Project Manager) created construction documents for the project. J2 was responsible for the multiple conceptual designs and for the master planning design and public involvement phase of this existing five acre park located in an established Tempe neighborhood. The design was inset and molded around the existing trees and the overall theme for this park was flowers and their bright colors. Proposed improvements include the development of a new shaded playground area for toddlers and 5 to12 years old with climbing pods, rock climbers, swings, public art elements, concrete sidewalk system, picnic ramada, exercise station, and updated irrigation system. This site is an overflow basin for the City of Tempe's storm drain system.

Freestone Lake Renovations; Gilbert, AZ (Town of Gilbert) Graphic Support. Freestone Park currently has two lakes that were connected by a waterfall feature and a balance pipe. The Town and J2 worked to eliminate this vault and make an above ground enclosure. Other improvements included new concrete pathways, concrete walls, lighting, and landscape and irrigation improvements.

Birchett Park and Petersen Park; Tempe, AZ (City of Tempe) Graphic Support. Aurelio was responsible for assisting with multiple conceptual designs and for the master planning design and public involvement phase of these two city parks located in established Tempe neighborhoods. The design for Birchett Park was inset and molded around the existing trees and to create a vibrant area for the surrounding neighborhoods and to accentuate Gammage Auditorium. Proposed improvements included the development of a new spray-pad/stage area, water features, public art elements, concrete sidewalk system, shade canopy's, open turf seating, updated irrigation system and continued use of the flood irrigation. The design for Petersen Park is to update the existing playground and to provide a themed play area that would complement the historic Petersen House. Proposed improvements includes the development of a new shaded playground area for toddlers and 5 to12 years old with climbing pods, rock climbers, swings, concrete sidewalk system, picnic ramada, decorative fencing along Priest Road, new landscaping and updated irrigation system.

CONTACT

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alopez@j2design.us

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Areas of Expertise

Long Range Planning
Scenario Planning
Transportation Planning
Zoning Ordinance Updates
Meeting Facilitation
Sustainable Planning Policy
Public Policy

Education

B.S. - Regional Development, University of Arizona

Professional Registrations / Affiliations

American Institute of Certified Planners (AICP) #015884
Arizona Chapter of American Planning Association
Arizona Planning Association
American Planning Association

Felipe Zubia, AICP

Principal Planner

Felipe has been a professional planner for more than 25 years. He has worked in both the public and private sectors, developing solution sets and implementation strategies for a range of community planning and redevelopment issues. He specializes in creative land use solutions and responsive public engagement processes. His experience provides clients a unique perspective and set of tools for developing sustainable communities through intelligent land use and transportation decision making.

Relevant Experience

San Luis General Plan Update | *San Luis, Arizona*

The San Luis General Plan was unanimously approved by the City Council and is schedule for voter ratification in November 2020. As Project Director, Felipe was responsible for all project oversight including public engagement, general plan background research, and the development of goals, policies and implementation strategies for the plan. The plan included 21 elements addressing issues such as job growth, multimodal transportation, and open space and recreation. Key issues addressed in this plan were the development of a land use concept that was compatible with surrounding military operations and strategic economic development, particularly as it relates to the city's two international ports of entry.

Mesa Redevelopment Areas | *Mesa, Arizona*

Felipe was the Deputy Project Manager for this project that transformed targeted areas into strong, vibrant, and economically sustainable employment centers with a healthy mix of retail and light industrial uses while addressing the problems of slum and blight, vacant properties, crime, and inappropriate land use. Major components of the project included an analysis of the proposed redevelopment area, expansion of the downtown Central Business District, and the creation of a redevelopment. The project further involved public relations management, with informative presentations given to the public and city officials.

MAG Buckeye Bike Ped Master Plan | *Buckeye, Arizona*

Felipe was project manager for this project that provided professional planning, engineering, design, and public facilitation services for the City of Buckeye Bicycle and Pedestrian Master Plan (BPMP). The Buckeye BPMP, also referred to as the Active Transportation Plan, established a foundation for a connected, on and off-street bicycle and pedestrian network with primary origins and destinations within the community. The BPMP contained a variety of elements related to active transportation in Buckeye and reflected empirical research and reflected best practices on generalized user typologies, and the reduction of traffic related stress levels for active transportation users.

Felipe Zubia, AICP

Tolleson's New Downtown Development and Adoption | *Tolleson, Arizona*
Overseeing the development and adoption of the City's new downtown, pedestrian friendly CORE (Commercial, Office, Residential, Entertainment) zoning district, including, setbacks, uses, architectural character, enforcement and Prop 207 issues for the City of Tolleson.

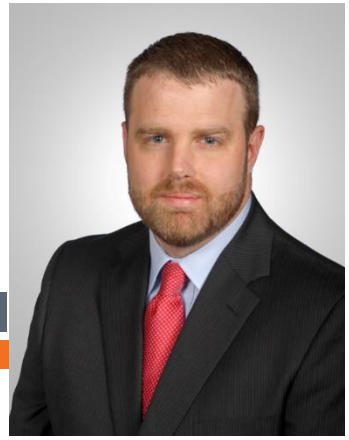
El Mirage Transportation Needs Assessment | *El Mirage, Arizona*
Transportation Needs Assessment: Comprehensive, City-wide transportation needs assessment of its residents to develop and analyze existing service levels and coverage. Analysis focused on, Current modes of transportation & extent to which each mode is used to access employment, education, health care, recreation, etc.; Travel characteristics - age, gender, employment status, education levels, languages spoken, mobility accommodations, etc.; Residence characteristics - location of residence, distance to services, etc.; Trip characteristics - frequency of trips to each destination, distances to destinations, and connectivity options; Personal attitudes and values regarding transportation modes and accessibility; Transportation preferences.

YMPO Traffic Safety Plan | *Yuma, Arizona*
YMPO Traffic Safety Plan: Lead Planner overseeing GIS, land use and demographic data for the purpose of identifying of linkages between land use, incomes and traffic safety anomalies with follow analysis and policy recommendations addressing traffic safety concerns.

Arizona Capitol Governmental Mall Plan | *Phoenix, Arizona*
The Arizona Capitol Mall Master Plan is a redevelopment plan to proactively vision, design and implement both direct public and private investment. As Project Manager, Felipe led the team in developing a comprehensive plan includes that addresses land use, zoning density and intensity, urban design, infrastructure analysis, multimodal transportation planning, historic preservation, environmental planning, demographic and economic analysis, as well as legislative, business and market area analysis.

Glenview Comprehensive Plan Update | *Glenview, Illinois*
Felipe was the project manager for this 10-year update to the Village of Glenview's Comprehensive Plan. Glenview is a well-established, built-out community that presented several unique challenges. As a mature, well-managed community, Glenview was beginning to experience redevelopment pressures. To address this challenge, the process focused on 14 subareas, including downtown, to establish compatibility and site design standards for redevelopment.

Marana General Plan Update | *Marana, Arizona*
Felipe was the Project Manager for this project, which had extensive public outreach to help stakeholders work through several issues unique to the Town of Marana. Such issues included the evaluation of Arizona State Land for developability and preservation, assessment of impacts related to the newly proposed Interstate 11 Corridor, development of multimodal, active transportation routes and the development of strategies to guide future growth in sensitive areas.



Areas of Expertise

Market Analysis
Financial Modeling (Pro forma)
Economic and Fiscal Impact Assessment
Tax Increment Financing
Economic Development
Focus Group Facilitation
Survey Research
Data Analytics
Client Management

Education

M.S.A. – Public Administration (Applied Economics), University of West Florida

M.A. – Political Science, University of West Florida

B.A. – International Relations, University of West Florida

Matt Schwalb, MA, MSA

Senior Research Analyst

Matt has nine years of professional experience with market analysis; economic and fiscal impact assessments; real estate pro forma development; focus group facilitation; and survey design, implementation, and analysis. He specializes in conducting market analyses that examine the demand for a variety of commercial products, including food and beverage, retail, office, and multi-family developments. Matt utilizes both quantitative and qualitative approaches to forecasting commercial product demand and absorption by square footage / units and incorporates these estimates into financial models (pro forma) that estimate net-present values, return-on-investment, return-on-equity, break-even points, and return-on-capital for each investor in a given real estate development.

In addition to market and financial analyses, Matt has conducted a wide variety of economic impact assessments, ranging from the fiscal impacts of military installations to the total economic impacts (direct, indirect, and induced) of the sports tourism industry. Matt is proficient with standard econometric input-output models, including REMI PI+, IMPLAN Modeling Software, and RIMMS II multipliers produced by the U.S. Bureau of Economic Analysis. His extensive knowledge and experience provide clients a detailed understanding of federal- and state-level financial, economic, and demographic data; their implications for local planning goals; and modeling tools for identifying development opportunities within specific market contexts.

Relevant Experience

Project Management

Matt has managed a varied of the research projects, focused primarily within survey and focus group frameworks. Experienced in all facets of the project lifecycle, Matt is proficient in guiding clients through project timelines, methodologies, engagement and presentation of project findings and outcomes.

Market Analysis

Matt has significant experience with forecasting market demand for residential and commercial real estate development. Using the most current and reliable data and forecasting methodologies, his analyses provide clients with realistic and defensible projections of retail, office, flex, light industrial, and residential square footages.

Economic and Fiscal Impact Assessments

Throughout his professional career, Matt has conducted a wide variety of economic and fiscal impact assessments ranging from evaluating the impacts of a state's military footprint to the tax revenue generated

Professional Registrations / Affiliations

National Association of Business Economists (NABE)

Center for Regional Economic Competitiveness (CREC)

from commercial real estate developments. Matt is proficient with standard economic input-output models, including REMI PI+, IMPLAN Modeling Software, and RIMMS II multipliers produced by the U.S. Bureau of Economic Analysis.

Downtown Master Plan | *Fort Walton Beach, Florida*
As lead economic analyst for the Fort Walton Beach Downtown Redevelopment Master Plan, Matt analyzed market demand for food and beverage, retail, and office product with an emphasis on retail and entertainment options due to the project's location. To better understand the city's redevelopment opportunities, Matt calculated the region's retail pull factor (the degree to which Fort Walton Beach attracts food and beverage and other retail consumption from the surrounding region) and used these patterns to develop supportable retail and entertainment demand (square footages) for the downtown redevelopment area. Using these demand estimates, Matt developed a financial model (pro forma) that estimated the annual financial returns to private-sector developers interested in investing in the city's redevelopment efforts. A series of redevelopment strategies was provided with all analyses.

Government Mall of Arizona | *Phoenix, Arizona*
Matt provided all market analytics for the redevelopment of the Government Mall of Arizona. Analytics included a demographic profile for a series of primary and secondary market areas surrounding the Mall. For each market area, market demand for residential, office, retail and hotel uses were projected over a 10-year period. These projections were critical to producing the subsequent 10-year development program for the State.

PuebloPlex Redevelopment Plan | *Pueblo, Colorado*
Matt utilized IMPLAN modeling matrices to estimate the annual economic impacts to jobs and Gross Regional Product associated with the closure of the Pueblo Chemical Depot and the Pueblo Chemical Agent Destruction Pilot Plant. He also assessed the impacts of the region's redevelopment efforts over a 30-year development horizon to help inform planning decisions and identify effective implementation strategies.

Deer Moss Creek Mixed-Use Development | *Niceville, Florida*
Matt provided market analysis and financial modeling for the 1,100-acre Deer Moss Creek mixed-use development in Niceville, Florida. Matt worked closely with the developer and provided absorption forecasts and property valuation estimates for the entire master-planned community. These estimates ultimately fed into the development's financial model which estimated the net present value and financial return (internal rate of return, cash-on-cash, return-on-equity, and return-on-investment) to the developer and its partners. In addition to the financial model, Matt developed a Tax Increment Financing (TIF) model that projected the increase in property values and the associate tax revenue that would be collected if a TIF district were formed to help with financing the development.



Areas of Expertise

Traffic Engineering
Traffic Signal Operations
Sign and Pavement Marking Design
Traffic Impact Analysis
Multi-modal Planning
Transit Operations
Traffic Management
Railroad Crossing Safety
Railroad Preemption
Traffic Incident Management
Event Transportation Management
Executive Briefings
Business Development
Strategic Planning

Education

B.S. – Civil Engineering, University of Colorado at Denver, 1999

Janie Hollingsworth, PE

Director of Traffic Engineering

Janie is Matrix's director of traffic engineering with over 20 years' experience in traffic engineering, transportation planning, and highway-rail grade crossing safety. Janie holds professional licenses in multiple states and contributes to the development of industry standards as a member of the National Committee on Uniformed Traffic Control Devices. Her career has been punctuated by prominent assignments for traffic planning and highway-rail grade crossing safety that have led to her involvement in numerous complex projects throughout the United States.

She has worked in concert with Class I railroads, transit agencies, national agencies, state DOT departments, and other officials during the design and construction phases of highway projects. She has conducted training seminars nationally on industry best practices and standards relating to grade crossing safety.

Janie also possesses a remarkable career punctuated by prominent assignments for traffic planning and administration that influenced the outcome of renowned National Special Security Events. Chosen to assist with transportation logistics for the 2015 World Meeting of Families and Papal Visit in Philadelphia, Pennsylvania, 2016 Democratic National Convention in Philadelphia, Pennsylvania, 2012 Democratic National Convention in Charlotte, North Carolina, 2009 Presidential Inauguration in Washington, D.C, and 2008 Democratic National Convention in Denver, Colorado. Janie's work has received national and statewide acclaim for her ability to coordinate operations of unprecedented magnitude drawing visitors in the millions.

Frequently sought as a transportation authority for large-scale public events, Janie has lent her expertise to the NHL All-Star Games, International Association of Chiefs of Police, Lions Clubs International, MLB World Series, Super Bowl and Stanley Cup victory processions, Denver Grand Prix, Rock & Roll Marathon, and Taste of Colorado festival, all requiring intense planning and a superior grasp of key transportation requirements. With an ability to quickly evaluate traffic flow through major roadways and arterial streets, she has created complex transportation formulas that support the unique needs of heavily attended venues.

Earlier in her career, Janie held the position of senior traffic engineer with the City and County of Denver and County Traffic Engineer with Indian River County with oversight of plan review of multimillion and multibillion roadway design, commuter-rail / high-speed rail expansion, construction phasing, sign/pavement marking design, and traffic signal design. This unique combination of experience in traffic design of roadways, signals and grade crossings provides agencies unparalleled expertise and guidance throughout the project design. Furthermore, her requisite knowledge of railroad, agency standards and industry best practices allows for a more efficient planning and design process..

Professional Registrations / Affiliations

California Professional Engineer, License No. C85160

Arizona Professional Engineer, License No. 58311

Colorado Professional Engineer, License No. 0038448

Florida Professional Engineer, License No. 74138

Texas Registered Professional Engineer, License No. 110570

Georgia Professional Engineer, License No. PE038899

Relevant Experience

Indian River Blvd Corridor Analysis 2020 | *Vero Beach, FL*

As the Indian River County Traffic Engineer, Janie analyzed the Indian River Boulevard corridor and recommended significant changes to improve traffic flow, business access, and pedestrian/ bike safety along the corridor. Traffic signal warrant studies and left turn arrow analysis for high crash and traffic volume intersections were conducted. Janie recommended and held oversight of the implementation of flashing yellow arrow at several existing traffic signalize intersections that greatly improved safety and reduced delays along the corridor. She also reviewed traffic signal design for four intersections.

Traffic Management Center Upgrade 2019 to 2020 | Indian River County, FL

As the Indian River County Traffic Engineer, Janie served as the project manager for the Traffic Management Center Upgrade (TMC). This included oversight of the video wall design, server relocation and interconnection of the 220+ traffic signals to the command center and Emergency Operations Center (EOC).

58th Avenue road widening 2019 to 2020 | *Vero Beach, FL*

As the Indian River County Traffic Engineer, Janie held oversight of plan review and approval for traffic signal design, signal timing, bike lane design and sign/pavement marking design for the 4 mile road widening of 58th Ave. Janie specifically recommended improvements for access management to County fairgrounds to improve traffic operations for events and concerts.

Hurricane Traffic Operations Plan 2019 to 2020 | *Indian River County, FL*

As the Indian River County Traffic Engineer, Janie was responsible for developing County's Hurricane Operations Plan for Public Works Department that detailed emergency response and required tasks for Transportation. This included planning, implementation and disaster response for all traffic related duties prior, during and after a hurricane incident. Critical elements of the plan included mass evacuation signal timing, road closure plans, traffic signal head removals for span wire, generator deployment and emergency command center operations. Janie's plan was implemented for Hurricane Dorian 2019 and Isaias 2020.

Traffic Signal Standards 2020 | *Vero Beach, FL*

As the Indian River County Traffic Engineer, Janie developed traffic signal standards and specifications for County to improve designs. Specifications included traffic signal cabinet wiring, video detection, camera equipment and signal operations.

State Route 60 Traffic Signal Arterial Corridor Timing 2019 | *Indian River County, FL*

As the Indian River County Traffic Engineer, Janie was responsible for the signal timing improvements for SR 60 arterial corridor connecting downtown Vero Beach to Interstate 95. The timing included arterial progression and off-set analysis, as well as, cycle length optimization using Synchro and Tru-Traffic for the analysis. After implementation, on-site intersection reviews were conducted to adjust timing to optimize field conditions.

Lisa Ranzenberger

Designer

Professional Background

Ms. Ranzenberger's professional design experience encompasses environmental graphic and specialty retail design both within the genre of developing visual information for the built environment.

Her ability to comprehensively guide a project from strategy development through design and construction administration has been consistently and professionally demonstrated. These skills, along with an understanding of how people perceive and utilize information within the built environment, result in well-grounded - problem solving and solution development capabilities.

Years in Design

26

Education

Bachelor of Landscape Architecture | Utah State University
Bachelor of Science in Design | Industrial Design | Arizona State University

Relevant Work Experience

2010-present | *Independent Designer* | Phoenix, AZ

2001-2010 | *Thinking Caps Design* | Phoenix, AZ
Senior Designer/Project Manager

1992-2001 | *Studio Productions* | Phoenix, AZ
Senior Designer

Significant Projects

Arizona Avenue - Downtown Chandler Redevelopment – Phases I and II
Circulation and Need Analysis. Wayfinding Strategy. Identity Development Design and Implementation

Initially, development of an overall identity and wayfinding strategy for Downtown Chandler was needed to blend general municipal and commercial categories for a global and manageable overview of available and relevant destinations. This approach clearly provides navigation assistance, but also yields a greater understanding of what downtown has to offer, thus enhancing sense of place.

Design of the signage components for Phase I incorporated both historical references (honoring the past) with contemporary aesthetics (recent & future development) along with practical needs (updating and maintenance). The wayfinding elements were designed to be flexible so that additional features such as event banners and orientation maps can be incorporated as future needs dictate without impacting the core structure.

Identity monumentation, street markers and banners for Phase II utilized the core aesthetics and materiality of Phase I as a visually unifying element for the entire corridor, but incorporated style, naming, and color palette shifts to reflect a more urban residential character.

Downtown Tolleson Redevelopment- Paseo de Luces
Identity Monumentation & Wayfinding Signage Design and Implementation

The identity monumentation and wayfinding elements for this one mile urban revitalization project were designed to symbolize elements of importance to the city; an agricultural history, a bright future and strength of community. The 23' tall entry monument is a composition of a 33' long cantilevered I-beam, supported by a 23' tower incorporating a river rock base, light-ray compositions symbolizing crop rows and embodying the essence of "Paseo de

Luces". 14' tall secondary identity and wayfinding elements utilizing the same material vocabulary were strategically positioned along the length of the project.

City of Mesa Fiesta District – Southern Avenue Improvements
Identity Monumentation & Bus Shelter Design and Implementation

As part of the Southern Avenue corridor enhancement project, entry monumentation and bus shelters were designed as an integral part of the vibrant atmosphere the improvements created. Dramatic forms, internally illuminated glass mulch, bold color and 6' tall translucent fiberglass letters were some of the elements used to compliment the dynamic palette established by the landscape architecture.

Scottsdale Community College
Signage Masterplan

This project entailed development of an updated comprehensive sign system to address completed campus expansion and anticipated future growth. Scope included evaluation of existing sign elements and their potential relevancy to an updated system, determination of sign elements that needed to be added for a more comprehensive program, vehicular and pedestrian circulation analysis to determine best placement and configuration of new elements and/or modification of existing, and coordination with a large wayfinding committee to determine the college's aesthetic, functional, and maintenance preferences.
Results of the above were translated into a relevant, expandable set of new sign elements along with development of specific messaging and location plans as a response to both circulation patterns and college culture.

Cost range development and subsequent phasing recommendations to address the college's immediate needs and the necessity for a long-term implementation approach completed the document.

City of Mesa, Elliot Road. Streetscape Improvements
Corridor Identity Monumentation and Street Marker Design and Implementation

This streetscape project was developed as the circulation core through an emerging
tech-focused business corridor.

The intention for entry monumentation was to visually symbolize theoretical fundamentals of technology development; done so through a series of 5 elements that shift in orientation at each position, implying forward motion and progress. Their asymmetry and juxtaposition to one another changes what a visitor experiences depending on viewpoint.

Each element is clean, simple and refined, but in combination becomes a complex interconnection of components. No lettering or wording of any kind is incorporated, allowing the iconic nature of the piece to define entry into the corridor.

Internal lighting displays a wide spectrum of color in programmable patterns to further symbolize the ever-changing nature of technology.

As a means of enhancing sense of place and adding character to what will most likely be a linear expanse of technology structures, expressive street markers were created to strengthen understanding of street location and progression.

Dahl, Robins & Associates, Inc.

Kevin A. Dahl, PE, RLS

Principal

EDUCATION

B.S., Civil Engineering, North Dakota State University, 1984

REGISTRATION

Professional Civil Engineer, Arizona, No. 23218
Registered Land Surveyor in Arizona, No. 31018
Professional Civil Engineer, California, No. 45610
Land Surveyor in California Surveyor, No. 7233

AFFILIATIONS

National Society of Professional Engineers
American Society of Civil Engineers

BACKGROUND

Mr. Dahl has over 36 years experience, the last 24 years as a Principal of DRA, and has been involved in all facets of civil engineering design, planning studies, land surveying and contract administration in the Yuma area. Project experience include projects within the City of San Luis, City of Somerton, City of Yuma, Yuma County and Arizona Department of Transportation facilities. His design experience includes the design of numerous water systems, sanitary sewer systems, street reconstruction and widening projects and subdivision design. Work provided on these projects included boundary and topographic surveying, property ownership research, legal description preparation for right-of-way acquisition, Environmental Transaction Screens, attending public meetings, traffic impact studies, intersection traffic signal design, waterline design and analysis, sanitary sewer and lift station/force main analysis and design, street design, hydrology and hydraulic design, retention basin design and traffic control plans. Mr. Dahl has provided construction inspection, quality control and field engineering services.

EXPERIENCE

City of San Luis Veterans Memorial Park Conceptual Design, City of San Luis, Arizona.

This project is in the initial stages of design for the City of San Luis. DRA and J2 are teaming to prepare a conceptual layout for committee approval which will include a cost estimating element for budgetary purposes. DRA has completed the topographic survey and a preliminary conceptual geometric site layout. Meetings are ongoing and J2 is preparing the conceptual park components to include walls for plaque placement, monuments recognizing the different branches of the military, flag poles, brick pavers, pads for displaying retired military equipment and other amenities. DRA will complete the base plan mapping, geometric layout of site improvements, earthwork analysis, site grading design for storm water management, NPDES SWPPP documents to establish a cost estimate and committee approval.

Somerton Elementary School and San Luis Elementary School

DRA and J2 were subconsultants to DLR Group for designing two schools, one each in Somerton and San Luis. DRA provided the design of site improvement plans for construction included a topographic survey, site master planning, base plan mapping, geometric layout of site improvements, bus lane, roadway and parking lot design, site grading design for storm water management, domestic water and sanitary sewer design, preparation of SWPPP and NOI documents, working with City of San Luis and City of Somerton, preparation of contract documents, specifications and construction cost estimates. J2 completed the landscape and irrigation design.

Somerton high School

This project is in the initial stages of design for the Yuma Union High School District. DRA and J2 are subconsultants to DLR Group for the design of the Somerton High School. DRA is providing the design of site improvement plans for construction including a topographic survey, site master planning, base plan mapping, geometric layout of site improvements, bus lane, roadway and parking lot design, site grading design for storm water management, domestic water and sanitary sewer design, preparation of SWPPP and NOI documents, working with City of Somerton, preparation of contract documents, specifications and construction cost estimates. J2 is providing the landscape, hardscape and irrigation design.

City Of Yuma Municipal Complex

This $35,000,000 design-build project, combined a number of city departments under one roof. DRA was retained by both the architect, Carrier-Johnson and the Developer, Lankford & Associates to develop engineering plans for the 150,000 square foot facility. The scope of work expanded during the project to include 3,600 feet of downtown street improvements, a traffic roundabout with landscaping and additional parking lots for the facility. The completion of this project provides downtown Yuma with an attractive focal point for many of the individual, development projects in the area.

Appendix 2

Writing Samples

Sierra Vista

Fry Boulevard

West End Corridor Study

2-6-2017



Sierra Vista ARIZONA

MPO

Dibble Engineering

MakPro

Table of Contents



















Acknowledgements

The J2 Engineering & Environmental Design Team would like to acknowledge the following City Council members and City Staff members who contributed to the MPO-05; Fry Boulevard, West End Corridor Study. Special thanks are in order to Dan Coxworth, Administrator of the Sierra Vista Metropolitan Planning Organization (MPO).

Mayor and City Council

Mayor
Rick Mueller

Mayor Pro Tem
Bob Blanchard

Council Member
Alesia Ash

Council Member
Gwen Calhoun

Council Member
Rachel Gray

Council Member
Henrietta "Hank" Huisking

Council Member
Craig Mount

City Staff

City Manager
Charles P. Potucek

Assistant City Manager
Mary Jacobs

Public Works Director
Sharon Flissar

Community Development Director
Matt McLachlan

Economic Development Manager
Simone McFarland

Sierra Vista Metropolitan Planning Organization

Administrator
Dan Coxworth

Additionally, the input of the residents, business owners, stakeholders, and Sierra Vista West End Commission members has been invaluable in guiding this project.
Thank you very much!



Executive Summary

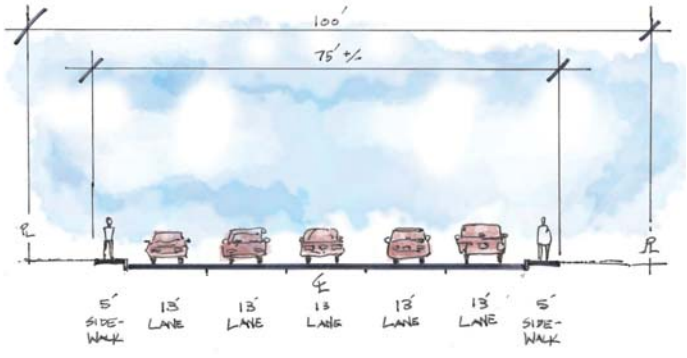
The Fry Boulevard West End Corridor Study (The Project) – Fry Boulevard between Buffalo Soldier Trail (BST) and 7th Street, is a corridor revitalization project that originated from the Sierra Vista City Council's strategic objective to "Update and implement a plan to beautify public infrastructure that increases walk-ability and bike-ability on Fry Boulevard and North Garden Avenue."

The Project will ultimately encompass the revitalization of Fry Boulevard between BST and 7th Street with improvements that will enhance economic development through reinvestment by businesses, property owners, and future private development. The primary objective of The Project is to showcase Fry Boulevard's West End as an economically vibrant "Front Door" to Sierra Vista that promotes the City and the thoroughfare as a destination environment, attracting new businesses and visitors and enhancing the lives of Sierra Vista residents as put forth in the *Vista 2030: Sierra Vista General Plan.*

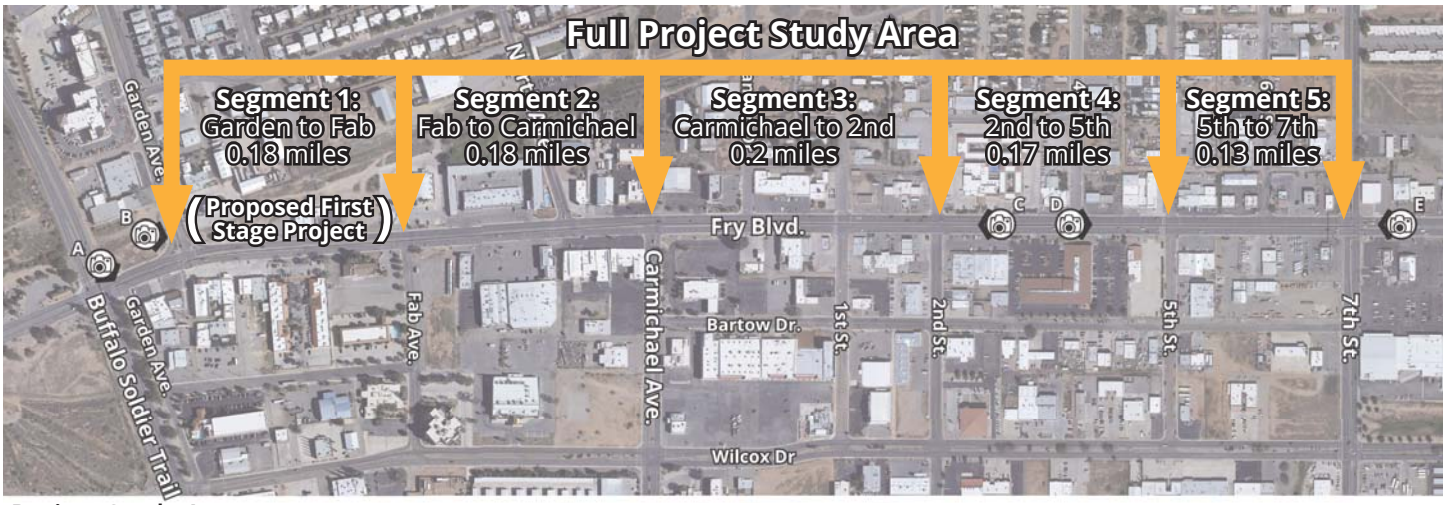
As it stands today, the existing framework of Fry Boulevard's West End is not an efficient use of city-owned right of way, with several areas being unused and unproductive. To increase the effectiveness of Fry Boulevard and the economic vibrancy of the West End, this report includes multi-modal transportation and streetscape recommendations based upon stakeholder, public, City Council, City Staff, Sierra Vista Metropolitan Planning Organization (SVMPO), and Design Team input. In addition, an understanding of community values, history, branding and marketing potential, and future development scenarios has been utilized throughout the Project process. This study also includes placemaking elements, urban design analysis, a streetscape preliminary alignment plan, opinion of probable costs, and strategies for successful project implementation.



Fry Boulevard showing city ROW and roadway.



Existing Fry Boulevard section.



Project Study Area



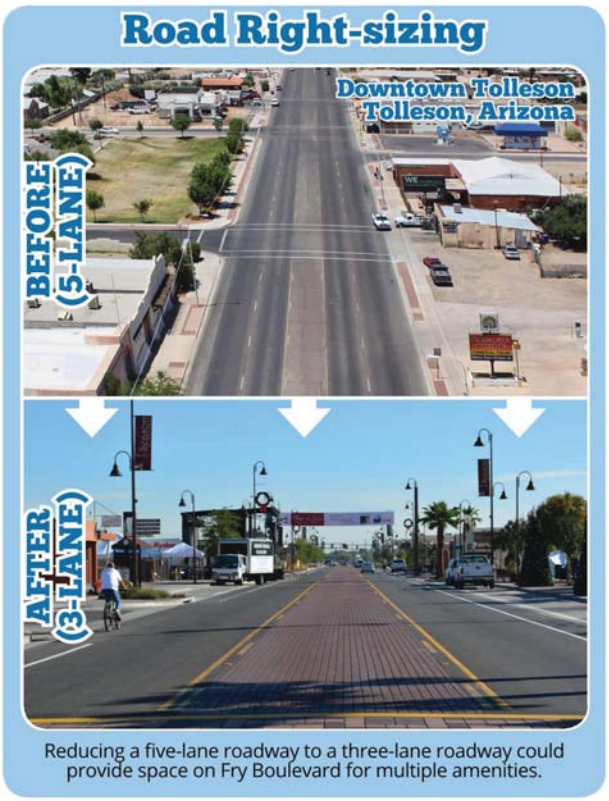
Executive Summary

Proposed Project: The Design Team has worked with City Staff to identify a first-stage design and construction project that will set the precedent for the City's long-term vision for Fry Boulevard's West End. Although the planning aspect of this report spans the entire one mile from BST to 7th Street, the Design Team and City Staff recognized that a cost-effective and functional first-stage project could serve as the genesis for this revitalization. The recommended first-stage project runs from Garden Ave. east to Fab Ave. (see Project Study Area, page 3 and First-Phase Project, page 5). The Project runs approximately 0.18 miles including the Garden Ave. intersection.

The framework for the project improvements consists of utilizing the 100-foot wide road right-of-way efficiently to implement a more balanced, multi-modal Fry Boulevard corridor that is safe for vehicles, bicycle riders, and pedestrians. A traffic study was completed as part of the Project which demonstrates that the existing 5 lanes are not being fully utilized in terms of vehicular traffic volume. The traffic analysis looked at the possibility of a lane reduction along Fry Boulevard from Garden Ave. to 7th Street. This narrowing of the roadway was analyzed during the a.m. and p.m. peak hours to year 2040 and was found to provide acceptable levels of service and traffic operation. A lane reduction, often referred to as "road right-sizing" has been utilized by many communities to better balance transportation modes and to economically stimulate a streetscape or district corridor.



Shared-Use Paths are pedestrian thoroughfares wide enough to support a variety of users.



Reducing a five-lane roadway to a three-lane roadway could provide space on Fry Boulevard for multiple amenities.

The proposed first-stage project consists of reducing the existing 5 lanes to 3 lanes (counting the median turn lane), which would provide room for a variety of amenities, aesthetics, and placemaking opportunities that will help to energize the Fry Boulevard Corridor (see Typical Conceptual Section, page 5). The existing narrow sidewalks will be expanded into 10-foot wide shared-use paths, providing space to efficiently support both bicyclists and pedestrians. Additionally, an 11-foot wide water-harvesting swale will redirect street stormwater into the landscape zone, helping to reduce strain on the local drainage infrastructure during storm events while providing deep natural watering to street trees. The water-harvesting swale will provide a buffer separating pedestrians and bike riders from vehicular traffic, while trees and understory plantings will shade and cool users of the shared-use path. Providing a buffer space between vehicular traffic and pedestrians/ bicyclists greatly improves the safety and comfort for those walking and bicycling.

The proposed improvements will create a safer, more pedestrian-friendly multi-modal environment while providing room for the many amenities that will develop the Fry Boulevard corridor into a unique

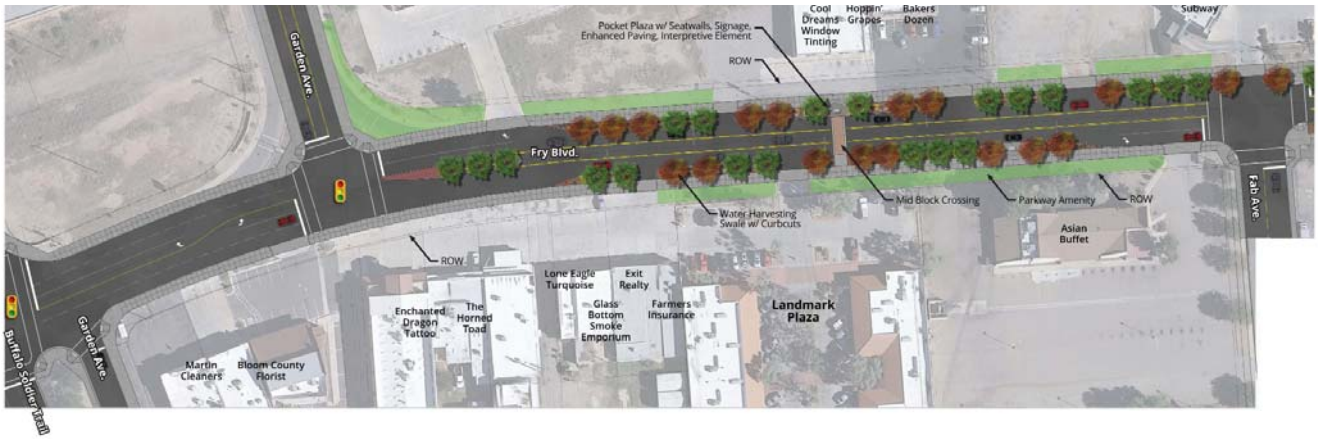


Executive Summary

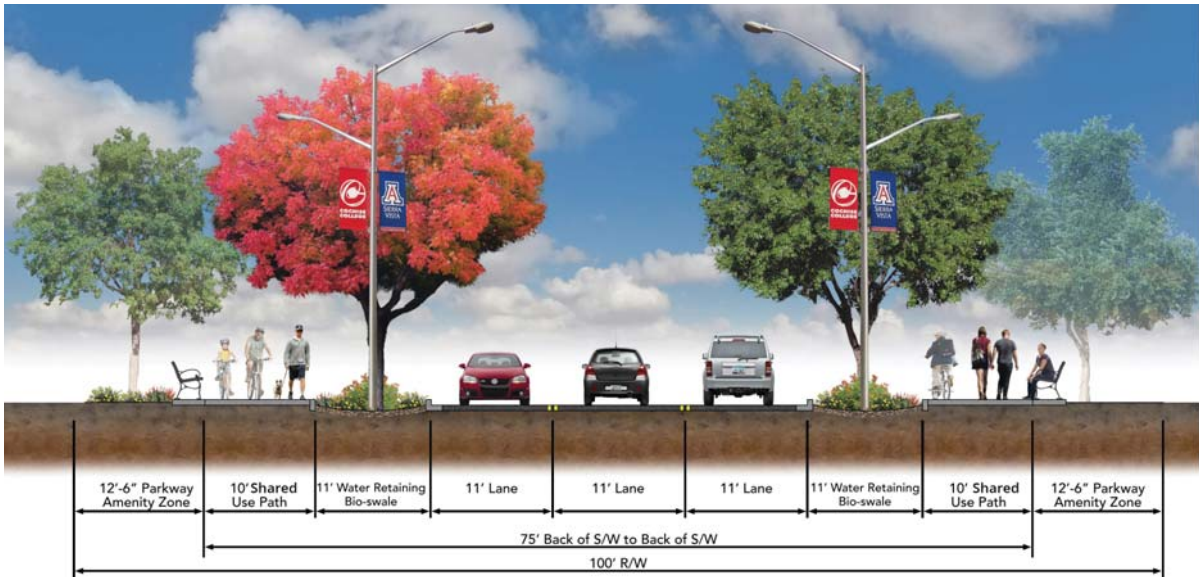
destination environment with a true sense of place. Overall, Fry Boulevard will function as an efficient 3-lane roadway with additional right-turn lanes where required. The 3-lane roadway will also serve to shorten crosswalk lengths, which will increase pedestrian safety and increase walk-ability along the streetscape.

The proposed first-stage project includes: wider shared-use paths (sidewalks), new energy-efficient LED roadway and pedestrian lighting, new roadway paving, light pole accent banners, pedestrian paving, street trees and landscaping, a mid-block pedestrian crossing, automated drip irrigation system, street furnishings (benches, tables, chairs and litter receptacles), bike racks, locations for future artwork and interpretive elements, new curb and gutter, and water hookups for special events. In addition, there will now be room for pedestrian plazas and small pocket parks.

The estimated construction cost for this **first-stage project from Garden Avenue to Fab Avenue is $1.5 million** which includes a 20% contingency. Engineering design for this first-stage project is not included in this number and generally runs approximately 10% of construction costs. The estimated construction cost for the remainder of the project from **Fab Avenue to 7th Street (Segments 2 through 5) is approximately $3.5 million** which includes a 20% contingenncy.



First-Phase Project - Garden Ave. to Fab Ave.



Typical Conceptual Section



Introduction & Project Background

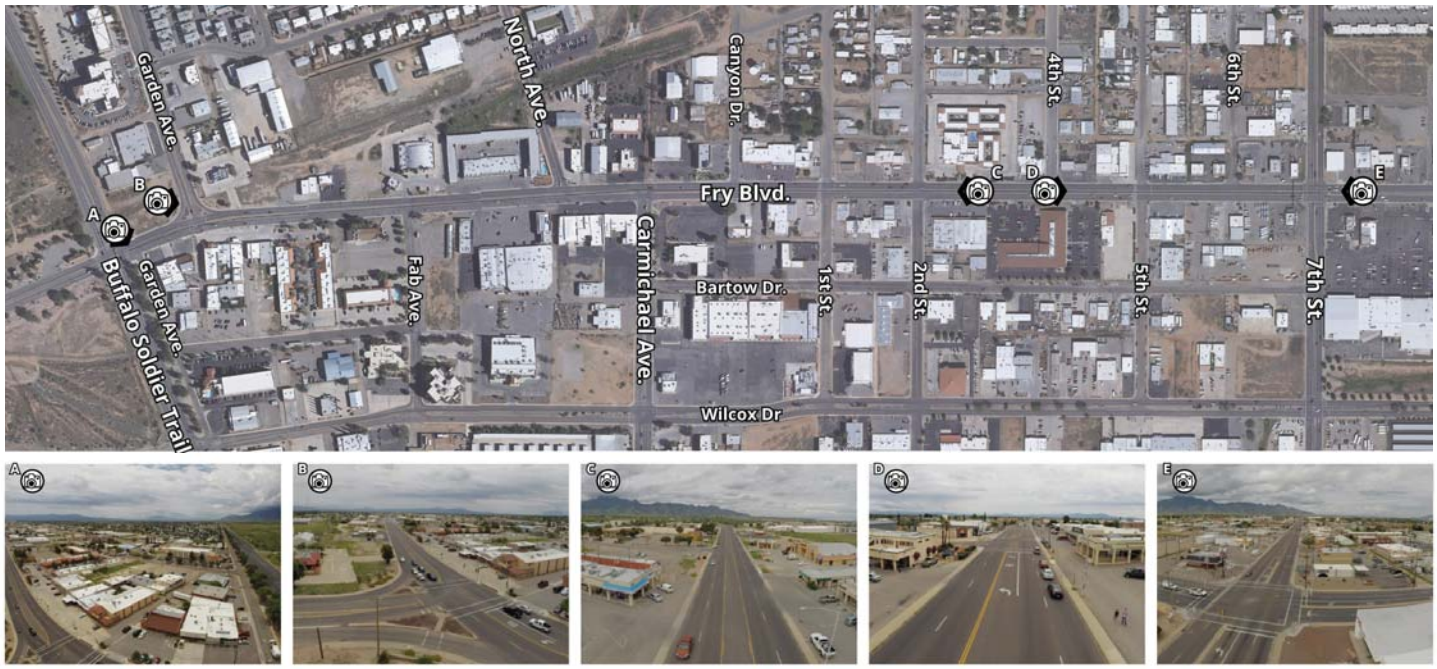
The City of Sierra Vista lies in southwest Cochise County, Arizona. Sierra Vista is approximately 14 miles from the U.S./Mexico border, 60 miles southeast of Tucson, Arizona, and 160 miles southeast of Phoenix, Arizona. Fry Boulevard, a minor arterial roadway, runs west to east through the city and merges into State Route 90 to the east of the project area. Nearby attractions and municipalities include Kartchner Caverns State Park, Benson, Bisbee, Fort Huachuca, Huachuca City, Sonoita-Elgin wine country, Tombstone, and the San Pedro Riparian National Conservation Area. As of the Census 2010, the population of the City of Sierra Vista was 43,888.

In the summer of 2015, the Design Team was selected to provide planning and conceptual design services for potential improvements to Fry Boulevard in Sierra Vista's West End. The Project is known as the ***Fry Boulevard West End Corridor Study***. Fry Boulevard is a major commercial urban thoroughfare in Sierra Vista running west and east from the former Main Gate of Fort Huachuca at Buffalo Soldier Trail to State Route 90. The Project is in the City's West End, the oldest area of town where businesses along the road are small and mostly locally owned. Additionally, the Project is in the City's redevelopment area and opportunities are being studied to improve economic development and reinvestment by business and property owners allowing this section of road to be more pedestrian friendly.

The Fry Boulevard West End Corridor Study has identified multi-modal transportation and streetscape design options, green infrastructure improvements, and programmatic strategies to improve the corridor with a particular focus on how transportation and streetscape strategies impact placemaking and economic growth. The focus of the Project is in the area between Buffalo Soldier Trail and 7th Street.

2016 Fry Boulevard Traffic Analysis: A traffic analysis, dated April 2016, was completed by the Design Team to document existing and future traffic conditions and to provide recommendations for use as a foundation for determining the potential of Fry Boulevard from Buffalo Soldier Trail to 7th Street (See MPO-05 Fry Boulevard West End Corridor Traffic Analysis – 7th Street to Buffalo Soldier Trail).

Although there are continuous sidewalks abutting Fry Boulevard, the majority of the pedestrian amenities are not ADA (American with Disabilities Act) compliant. Additionally, bike and transit facilities are not currently provided along the corridor.



Existing Conditions Map



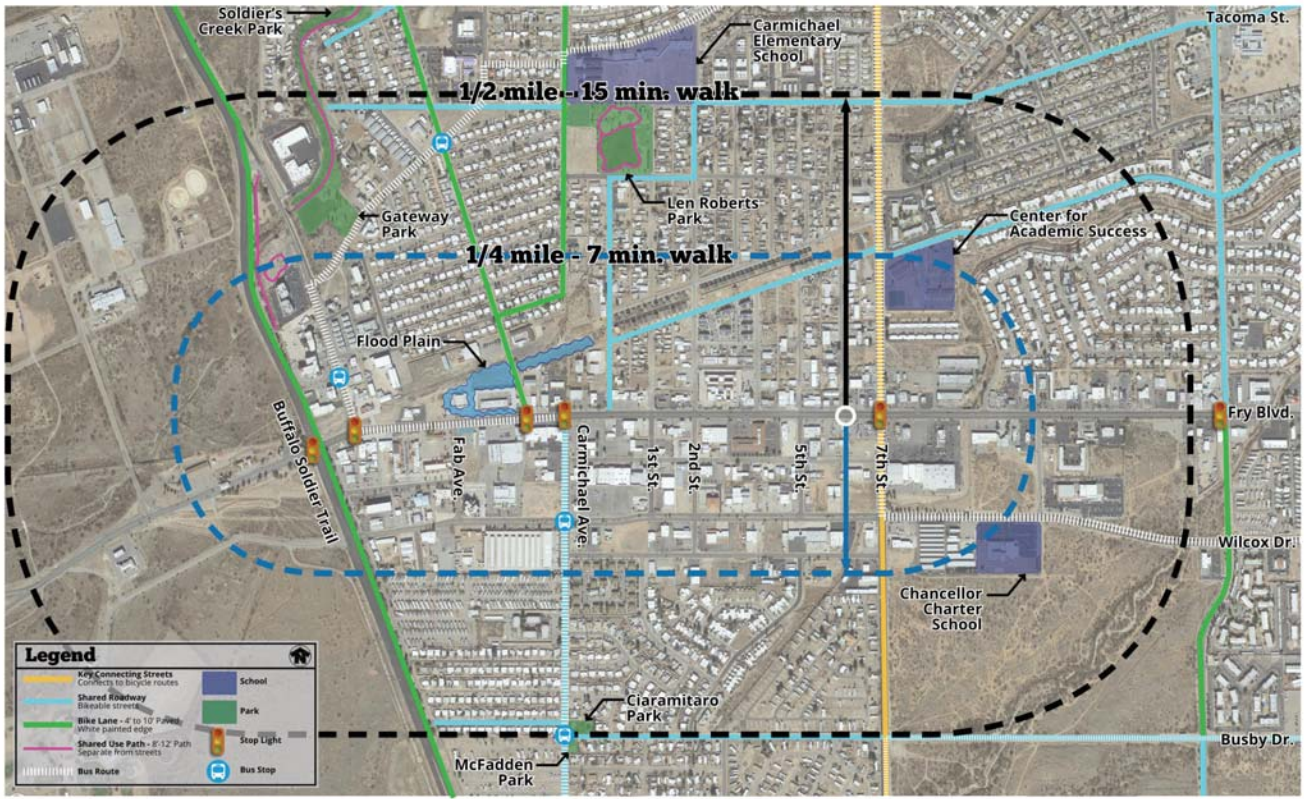
Introduction & Project Background

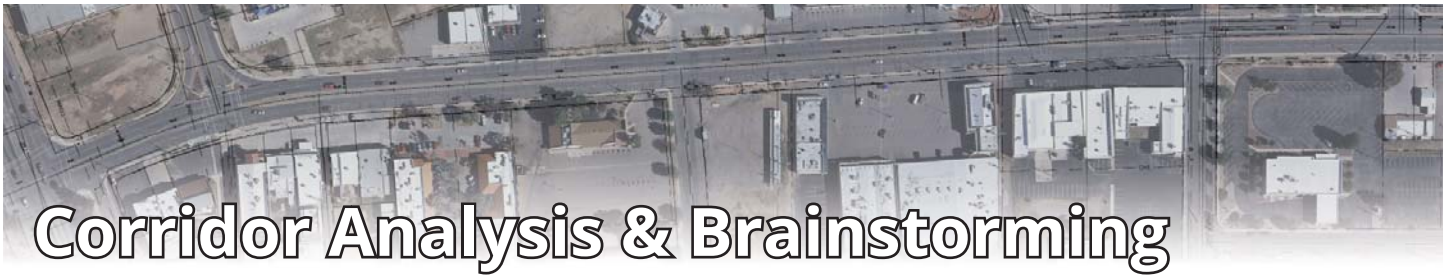
The traffic analysis looked at the possibility of a lane reduction along Fry Boulevard from Buffalo Soldier Trail to 7th Street. This potential narrowing of the roadway was analyzed during the a.m. and p.m. peak hours to year 2040 and was found to provide acceptable levels of service and traffic operation along Fry Boulevard in a lane reduction scenario.

The analysis also recommended incorporating multi-modal enhancements - including pedestrian, bicycle, transit, and parking improvements, in order to support the goals of the Vista 2030 Sierra Vista General Plan, City of Sierra Vista SAFE Bicycle and Pedestrian Routes Plan, and Sierra Vista Transportation Efficiency Study.

In order to improve safety, enhance economic development opportunities, and achieve an improved multi-modal balance of vehicular, pedestrian, bicycle, and mass transit traffic, the Design Team proposed a lane reduction from the existing 5-lane scenario (counting middle turn lane) to a 3-lane scenario for the Fry Boulevard Corridor between BST and Fab Avenue.

The Opportunity: Due in large part to the rerouting of State Route 90 away from Fry Boulevard in the 1970's and the recent shift of Fort Huachuca's main gate entrance northward to the Van Deman Gate, the existing Fry Boulevard corridor has fairly low vehicular traffic volume for a 5-lane arterial roadway. The traffic study determined that 8,775 Average Daily Trips (ADT) occur just east of Garden Avenue and 13,704 ADT occur just west of 6th Street. This provides an opportunity to reduce a single traffic lane in each direction in order to develop a more balanced, multi-modal Fry Boulevard corridor that is safe for vehicles, bicycles, and pedestrians – while still allowing for efficient movement of vehicular traffic. In many communities throughout Arizona and the United States, this approach has produced dynamic positive results in terms of growing economic opportunities, beautification, safety improvements, placemaking, low-impact development/green infrastructure improvements, and overall community health and wellness. There is excellent opportunity for the Sierra Vista community to achieve similar results with a revitalization of the Fry Boulevard corridor in the West End.





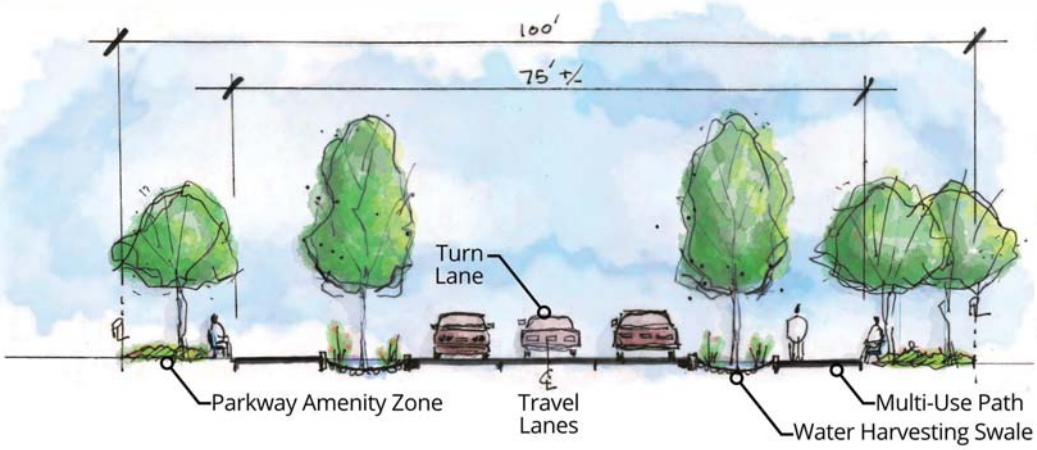
Corridor Analysis & Brainstorming

The Design Team began the Project by conducting several site visits and looking at the strengths and opportunities that Sierra Vista has to offer. With the connection to Fort Huachuca and the proximity to other local tourist attractions, Sierra Vista—and the Fry Boulevard West End Corridor—is a prime location to attract tourism dollars and activate new businesses and private development. The Project corridor provides an outstanding opportunity to become a community centerpiece for Sierra Vista residents in a revitalized live/work/play atmosphere. The community of Sierra Vista, business stakeholders and property owners were engaged in this analysis and community brainstorming phase and many embraced the need for change, which is exceptionally valuable and is unique compared to many other communities. In the case of the Fry Boulevard project area, positive change has the potential to significantly promote economic growth resulting in the City of Sierra Vista building a strong foundation to for a unique corridor destination in the West End.

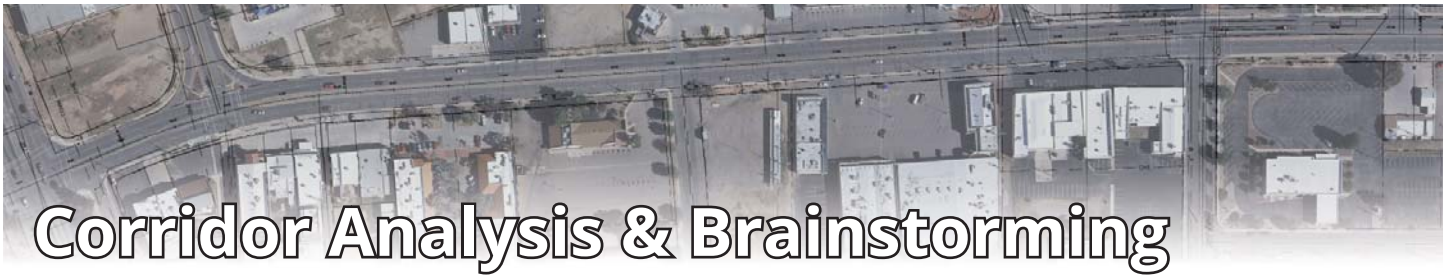
The Design Team began gathering existing data, analyzing Fry Blvd., and evaluating how the project area currently interacts with the larger context of Sierra Vista. An important element of pedestrian access was determining what amenities could be accessed within a 1/4 to 1/2 mile walk from the project limits. The Design Team looked at existing and proposed recreation amenities, school facilities, bus stops and routes, and bicycle amenities that connect to the Fry Boulevard Corridor. It was determined that several neighborhoods, park and open space elements, and schools are within a comfortable ½-mile walk from the Fry Corridor (see Site Context Map, Exhibit A). This analysis identified a lack of "destinations" and a cohesive "sense of place" along the corridor with no significant existing character. The project area is heavily vehicle-centric with narrow sidewalks, minimal shade and street trees, and a lack of pedestrian and bicycle amenities and facilities; the streetscape is simply not comfortable for pedestrians or bicycles. The current reality is that the West End vicinity does not offer the private development community and/or local entrepreneurs a solid reason to invest in the project area. In addition, many young West End families shop and play in other communities. Several vacant businesses and lots within the West End also add to some frustration for local residents and stakeholders. There is also a perception that Sierra Vista is "just a retirement community" that lacks culture, arts, and music.

To further define major factors affecting the corridor, the Design Team developed a Strengths-Weaknesses-Opportunities-Threats (SWOT) analysis (see page 9) based on input from business stakeholders, property owners, public meeting attendees, and input from past projects. The

Conceptual Section A - Parkway Amenity



- Functions within existing 75' roadway/sidewalk zone without disturbing adjacent property parking layouts.
- 10' ± Multi-use path supports pedestrian and bicycle activities.
- Includes 10' water harvesting swales which act as planting buffers between multi-use path and vehicular traffic.
- The parkway amenity zone can harvest stormwater runoff while providing additional space for community activities where feasible.



Corridor Analysis & Brainstorming

Strengths

- Fry Blvd is the entry to Sierra Vista; the existing condition is a call for action
- Business stakeholders are eager to be successful and embrace a change
- Connection to Fort Huachuca
- Ramsey Canyon Preserve / Hummingbird Capital
- Tourism Triangle (Sonoita-Wine Country, Kartchner Caverns, Bisbee, Tombstone)
- Cycling Activities
- Farmers Market
- Mountains / Scenery / Weather
- Great Retirement Community
- A good family environment
- Excellent Sense of Community

Weaknesses

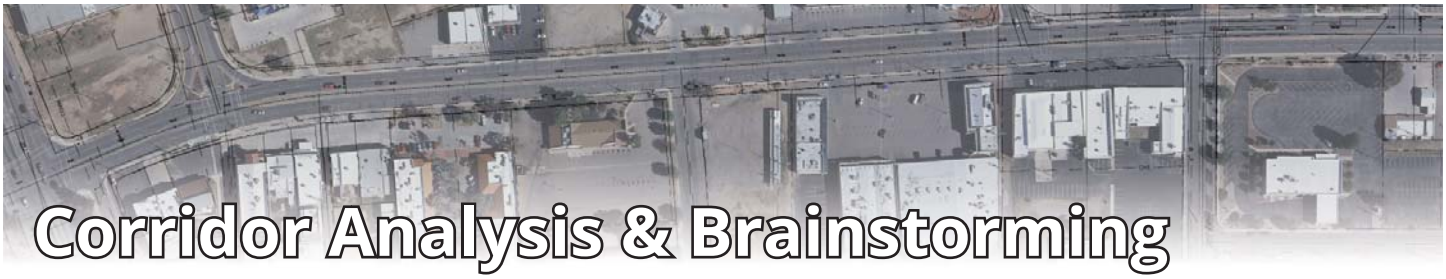
- Dependence on Fort Huachuca (need for Economic Diversification)
- Perception as just a "retirement community"
- Vacant structures along Fry
- Challenges with funding infrastructure improvement
- Lack of culture, arts, music
- Lack of walk-ability and not bike friendly
- Lack of character along Fry Boulevard
- Young Sierra Vista families shop and play in other communities

Opportunities

- Increase retail development
- Restaurant opportunities
- Increase entertainment options
- Opportunity for businesses to attract young professionals
- Attract more tourism dollars: heads in beds, biking, birding
- Attract manufacturing and tech businesses, defense
- Attract visitors with festivals and special events
- Potential for mixed-use development along Fry in the future

Threats

- Adjacent communities – destination dollars
- Resistance to change
- Lack of infrastructure improvement
- Fort Huachuca: Lack of Economic Diversification
- Project Cost



Corridor Analysis & Brainstorming

SWOT revealed several key factors detailing how the community sees Sierra Vista growing in the next decade. The Design Team also evaluated the existing Fry Boulevard roadway section, existing businesses, park and public amenities, existing vehicular traffic and pedestrian circulation routes, and designated flood plains within the Project area (see Project Area Map, Exhibit B).

The analysis and brainstorming provided direction for the Design Team to develop a conceptual framework that will enhance the economic, health, safety, and placemaking possibilities of the project area. This input and brainstorming resulted in three potential roadway sections that were developed for the purpose of design investigation and to facilitate public input (see Exhibits G, H, I, and J).

Concept A – "Parkway Amenity" entailed reducing the existing 5 lanes of traffic to 3, narrowing of lanes, adding shared-use paths, incorporating Low Impact Development (LID) practices such as water-harvesting swales, and utilizing unused right of way as a parkway amenity zone where applicable.

Concept B – "Cycle Track" reduced the 5 lanes to 3 and narrowed the lanes, expanded the existing sidewalk while implementing water-harvesting swales, provided park amenity zones, and proposed a separated "cycle track" that would physically separate vehicles from bicyclists with a raised curb. This scenario was unpopular due to excess space being taken by the cycle track.

Concept C – "Five Lane Parkway" entailed keeping all 5 existing travel lanes, adding a bike lane, expanding the sidewalk, and implementing water-harvesting swales. To maintain the existing 5 lanes, this scenario would expend the entire 100' right of way, eliminating some business access and parking that currently resides in the City right-of-way. As a result this scenario was not well received.

Concept A – "Parkway Amenity" was overwhelmingly the preferred option when presented to stakeholders and City Staff.

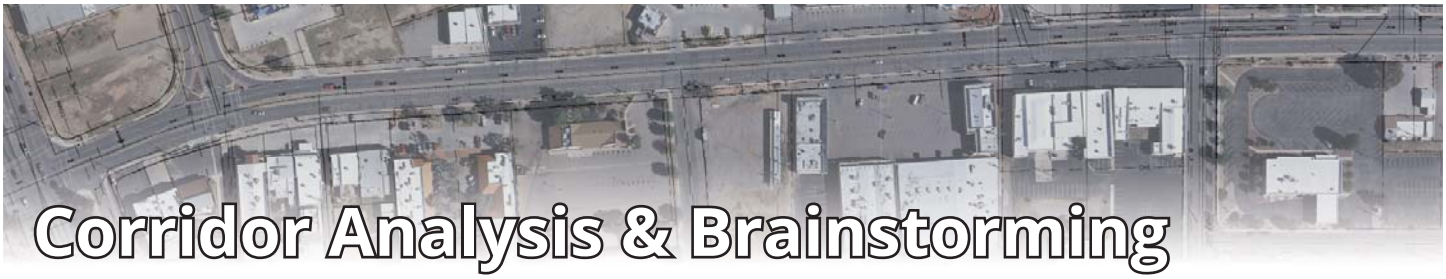
The Design Team also proposed streetscape elements that would create a unique sense of place in the West End. The incorporation of "complete street" principles was specifically stated as necessary in the Sierra Vista 2030 General Plan, and these elements will be incorporated throughout the proposed improvements along Fry Boulevard. The amenities and elements proposed for the Fry Boulevard conceptual framework were developed with an eye toward the natural beauty of the Huachuca Mountains, the military history and southwest culture of the area, and ways that Sierra Vista's Extraordinary Skies and Uncommon Ground could be reflected along the corridor. The Design Team produced conceptual imagery, photos, and renderings that would serve as inspiration for the corridor improvements. The overall proposed design concept for the corridor was titled "Mountain Rain Garden" reflecting the mountain views and parkway design with its drought-tolerant but lush water harvesting swales boasting hummingbird attracting plants (see Exhibits K and L). The key design elements proposed for the Project Improvements included:

• Pedestrian Paving - the primary 10' wide pedestrian paving will be concrete. This wide pathway provides both bicycle and pedestrian activity, called a "shared-use path" along with seating, bike racks, and litter receptacles. This allows bicycle riders the ability to ride on the path in a much safer environment than on-street bike lanes.

• Benches & Seat Walls (Seatwalls are an optional item to be evaluated during final design) – These elements will be located in areas of high activity or at decision points along the path to frame space and provide opportunities to gather and socialize. The seat wall materials would reflect the stones of the Huachuca Mountains to present a dynamic appearance.



Stone benches



Corridor Analysis & Brainstorming

• Water Harvesting Swales 11' wide planted swales (1' deep) will be implemented along the streetscape to accommodate roadway and sidewalk stormwater, which will provide deep watering of plants and trees.



• Tables & Chairs (Social Seating) - located in areas of high commercial activity or adjacent restaurants. The objective is to encourage pedestrians to interact with each other, to linger and support local businesses, define a unique sense of place, and promote a sense of community.

• Bike Racks – custom bike rack designs can mirror the themes presented in the 2015 Branding Study. The ability to have distinctive elements helps to develop a unique theme and sense of place.



Conceptual Bike Racks from 2015 Branding Study

• Street Trees and Low Water Use Landscape - Street trees will be selected based on their ability to survive in the West End environment, provide abundant shade, and attract the hallmark hummingbird. The shrubs and accents will be sight visibility restriction-compatible, low maintenance, hardy plants with visual interest. The vegetation would be designed so that very minimal water use would be needed, particularly long-term.

• Light Poles will continue the theme that has been set by previous Sierra Vista projects. Roadway and pedestrian light poles will be integrated using energy-efficient LED fixtures to create a safe, welcoming environment. Accent banners will be installed on the roadway poles to enhance the visual identity of Fry Boulevard.



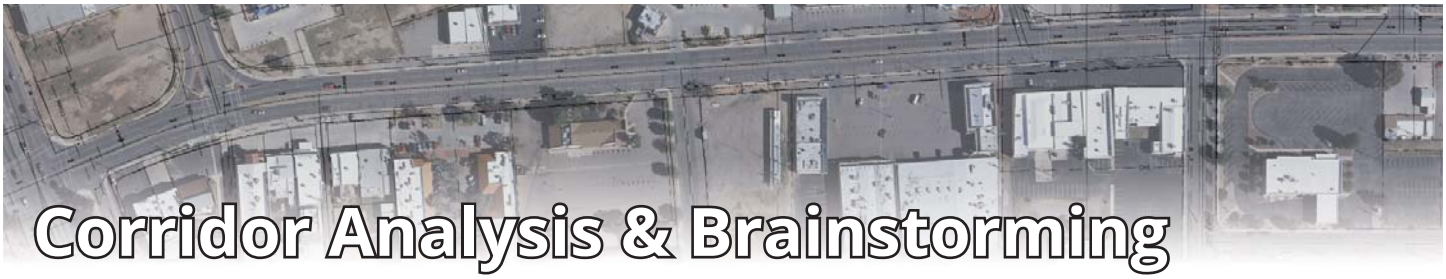
• Directional Wayfinding Signage (future element) Wayfinding Elements could be strategically located throughout the corridor to direct visitors to city attractions and facilities. These potential directional elements will utilize similar materials and architecture of existing design styles.

• Art Elements (future element) – One aspect that can be a unique unifying element is public artwork. Although the public art itself is not part of this estimate, the City will be able to procure future artwork for the base pedestals, which would be part of the project and could serve as seatwalls until art is in place. Conduit will be stubbed to the base pedestals for future potential uplighting of future art. There are numerous ways to implement future art work, including community art, local schools, or a request for artist proposals.

• Utility Infrastructure for Festivals – There will be several areas where 4-plex outlets will be provided for music/stage performance zones. There will also be several "locking hose-bib water bollard" locations for potable water hookups, also for special events.



Public Art in Tolleson, Arizona



Corridor Analysis & Brainstorming



Mountain biker riding a trail during the Foray at the Fort Mountain Bike Race at Fort Huachuca.

In summary, a successful destination is more than just the sum of its parts. The functional purpose of these recommended elements is to activate the West End, but at the end of the day they are simply pieces connected by a larger framework. The real success of the Project relies on the growing momentum of stakeholders, the sustained support by the population at large, and the continued leadership from the civic core of Sierra Vista.

This report has benefitted greatly by all three of these vital components. The Corridor Analysis & Brainstorming phase allowed the Design Team to work with stakeholders to produce a foundation and design concept that could serve to revitalize the Fry Boulevard West End Corridor. The renewed Fry Boulevard is envisioned as a destination environment for the community and region that incorporates complete street, green infrastructure, and low-impact development (LID) principles for long-term economic and community sustainability, while providing a more pedestrian-friendly, multi-modal transportation environment.



Expanded rendered plan view of conceptual Proposed First Stage Project.



Stakeholder Involvement & Outreach

A key component to developing a successful, workable, and functional Project was to engage the business owners, property owners, West End Commission, residents, City and MPO staff, and other area stakeholders to identify the needs and vision for the future. The project schedule included two stakeholder meetings exclusively for businesses, discussions with individual stakeholders, collaboration with the City, County, and MPO, and a public meeting for all interested individuals to learn about the proposed concepts and have their voices be heard. A local project hotline was also set up by the Project Team in addition to the website operated by the SVMPO (www.svmpo.org).

To reach out to businesses in the West End corridor project area, mailers were sent to property and business owners, followed by personal visits to deliver information to encourage participation. This involvement provided input that assisted in the conceptual design, function, and amenities along Fry Boulevard's West End. A follow-on meeting exclusively for businesses provided an opportunity for additional input and comments on refined Design Team plan concepts. This meeting yielded a much larger interest as well as demonstrated that businesses were beginning to coalesce and work toward a common vision and goal for the Project. To that end, many businesses were present at the public meeting where they shared their thoughts with the general public about their desires to help the West End redevelop and revitalize into a destination for now and the future. One business owner put it well when he said, ***"The West End is where Sierra Vista began, but it's not where it ends".***

These open discussions and interactive sessions with businesses, property owners and residents of the West End and Sierra Vista guided the direction, focus, and conceptual design for the project recommendations and resulted in a stronger overall plan. The public has expressed a clear need for more walkable streets, a safer community, aesthetic improvements, community interaction and enhancing positive property access along Fry Boulevard's West End. Familiar themes of family, community pride, history, and economic opportunity were reiterated several times by many different voices at each of the meetings. The proposals put forth in this document reflect Sierra Vista's goals in a realistic and cost effective way.

Meeting Milestones

November 17, 2015
City Council Corridor Study Presentation

January 21, 2016
Individual Business Outreach

February 1, 2016
Business Roundtable Discussion #1

March 1, 2016
Individual Business Outreach

March 14, 2016
Business Roundtable Discussion #2

April 5, 2016
Public Meeting Presentation

July 26, 2016
City Council Corridor Study Presentation





Implementation Plan

Fry Boulevard is the heart of the West End—Sierra Vista's oldest community. Despite this strong historical connection and the devotion of residents and business owners, the Fry Boulevard West End Corridor has seen decline since the rerouting of SR 90 in the 1970s. Implementing a priority revitalization project to begin the transformation of Fry Boulevard from a vehicular-focused State highway to a dynamic destination corridor is crucial at this time in order to enhance the economic, health, safety & wellness, multi-modal, and placemaking potential of Sierra Vista's West End. The Project evaluated the one-mile area of Fry Boulevard between Buffalo Soldier Trail and 7th Street. However, implementation of this corridor revitalization should be accomplished in cost-effective steps. The City, MPO, and Design Team have proposed a first-stage "priority project" as the first step.

The first-stage priority project is proposed for Fry Boulevard from Garden Avenue to Fab Avenue (approximately 0.18 miles of improvements). The Project would consist of narrowing the existing five-lane roadway east of Garden Avenue to a three-lane configuration with one lane in each direction. All existing turn lanes at major intersections will remain, and the lane conditions between Buffalo Soldier Trail and Garden Avenue would remain as a five-lane scenario. The number of driveways will be strategically reduced to enhance pedestrian safety and to ensure proper ingress and egress to every business. No medians will be designed that obstruct traffic flow in any way. Shared-use paths will increase the safety and health of residents, while landscaping and shade trees will adhere to the personality of Sierra Vista and be planted in water-harvesting swales that reduce the strain on drainage infrastructure. The installation of site furnishings, amenities, and street light banners will match the tone set by the 2015 Branding Study and will further accentuate the character of the Fry Boulevard Corridor. These solutions all adhere to the *Vista 2030: Sierra Vista General Plan*, promoting Sierra Vista as "an attractive, vibrant, and inviting place to live, work and visit."

The project will be programmed in a focused and deliberate manner. The Design Team will coordinate with city staff at each iteration of the project with special attention being paid to the maintenance and growth of the project. Low water use plantings and innovative installation technology will cut down the strain on infrastructure and result in a final product that is easily and efficiently maintained.

This first-stage priority project from Garden Avenue to Fab Avenue will be a powerful signal from the City that the West End is a valuable asset to Sierra Vista and will announce to City residents, Fort Huachuca, Arizona in-state visitors, and out-of-state tourists that the Fry Boulevard Corridor is an outstanding location – very much open for dining, hotels, festivals, commercial activity and night life.

The construction cost estimate for the first-stage project is approximately $1.5 million which includes a 20% contingency. This first-stage project could be designed in approximately 6 months from commencement and would take approximately 6 months to construct.

The remainder of the project, from Fab Avenue east to 7th Street, can be designed and completed in the future at one time - or may be broken up into smaller, more economically manageable portions. **This eastern area of the corridor, titled "Segments Two through Five: Fab Avenue to 7th Street" has a construction cost estimate of approximately $3.5 million which includes a 20% contingency.**

The Design Team recommends that the **First-Stage Priority Project: Garden Avenue to Fab Avenue** be implemented by the City of Sierra Vista as soon as possible to take full advantage of the current momentum and prepare for the opportunity for future development.



Sierra Vista West End banners installed in July, 2016.



Preliminary Cost Estimate

Proposed First-Stage Project - Garden Avenue to Fab Avenue (page 1 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	GENERAL ITEMS				
1	MOBILIZATION	LS	1	$44,000.00	$ 44,000.00
2	CONSTRUCTION WATER SUPPLY	LS	1	$9,500.00	$ 9,500.00
3	TRAFFIC CONTROL (ALLOWANCE)	LS	1	$48,000.00	$ 48,000.00
4	SWPPP (ALLOWANCE)	LS	1	$16,000.00	$ 16,000.00
5	POTHOLING (ALLOWANCE)	LS	1	$8,500.00	$ 8,500.00
6	PUBLIC OUTREACH (ALLOWANCE)	LS	1	$12,500.00	$ 12,500.00
7	CONSTRUCTION SURVEY, LAYOUT, AS-BUILTS	LS	1	$17,000.00	$ 17,000.00
8	FIELD OFFICE	LS	1	$22,000.00	$ 22,000.00
9	MISCELLANEOUS (SWEEPING, DUST CONTROL, PERMITTING)	LS	1	$22,000.00	$ 22,000.00
10	BOND	LS	1	$30,000.00	$ 30,000.00
11	INSURANCE	LS	1	$36,000.00	$ 36,000.00
12	RIGHT-OF-WAY PURCHASE (NONE AT THIS TIME)	SF	0	$14.00	$ -
	REMOVALS				
13	REMOVE AC PAVEMENT	SY	5,841	$3.30	$ 19,275.30
14	REMOVE & SALVAGE MISC BENCHES AND SITE AMENITIES (DELIVER TO CITY YARD)	LS	1	$4,000.00	$ 4,000.00
15	REMOVE CONCRETE CURB & GUTTER	LF	1,565	$3.00	$ 4,695.00
16	REMOVE CONCRETE SIDEWALK, DRIVEWAY, VALLEY GUTTER & PAVERS	SF	7,800	$2.00	$ 15,600.00
17	REMOVE TRAFFIC SIGNS (MISC REMOVAL)	LS	1	$2,000.00	$ 2,000.00
18	REMOVE & DELIVER STREET LIGHTS TO CITY FIELD OPERATIONS YARD	LS	1	$10,000.00	$ 10,000.00
19	REMOVE, SALVAGE, AND RELOCATE FIRE HYDRANT	EA	1	$2,500.00	$ 2,500.00
20	REMOVE MISC WALLS & HARDSCAPE (MISC REMOVAL)	LS	1	$2,000.00	$ 2,000.00
21	REMOVE AC PAVEMENT AT DRIVEWAY TIE-IN AREAS (TCE)	LS	1	$2,500.00	$ 2,500.00
22	REMOVE TREES	LS	1	$4,000.00	$ 4,000.00
	EARTHWORK AND ROADWAY PAVING				
23	ROADWAY SUBGRADE PREPARATION	SY	3,565	$3.00	$ 10,695.00
24	6" AGGREGATE BASE COURSE	TON	1,082	$20.00	$ 21,640.00
25	2.5" AC PAVEMENT SURFACE COURSE (D-1/2")	TON	501	$75.00	$ 37,575.00
26	3" AC PAVEMENT BASE COURSE (C-3/4")	TON	601	$75.00	$ 45,075.00
27	TACK COAT (0.08 GAL/SY)	TON	2	$625.00	$ 1,250.00
28	SLURRY SEAL APPLICATION AT EAST APPROACH AREA (20 LB/SY) 1/2" ACFC (400 FOOT APPROACH)	LS	1	$3,000.00	$ 3,000.00
29	VERTICAL CURB & GUTTER	LF	1,930	$15.00	$ 28,950.00
30	ADJUST VALVE FRAMES & COVER TO GRADE (MISC)	LS	1	$5,000.00	$ 5,000.00
31	ADJUST MANHOLE FRAMES & COVER TO GRADE (MISC)	LS	1	$5,000.00	$ 5,000.00
32	SURVEY MARKER TYPE A	EA	2	$800.00	$ 1,600.00
33	SIDEWALK RAMP	EA	2	$1,200.00	$ 2,400.00
	TRAFFIC SIGNALS				
34	TRAFFIC SIGNAL AT GARDEN AVENUE	LS	1	$160,000.00	$ 160,000.00
35	HAWK MID-BLOCK CROSSING (INCLUDING ELECTRICAL SERVICE AND ALL EQUIPMENT)	LS	1	$95,000.00	$ 95,000.00
	SIGNING & MARKING				
36	PAINT STRIPING & MARKING	LS	1	$11,000.00	$ 11,000.00
	UTILITIES & STORMDRAIN				
37	WATER SERVICE & METER - 1 1/2" FOR FESTIVAL WATER BOLLARDS, INCLUDING BACKFLOW PREVENTER	EA	1	$5,500.00	$ 5,500.00
38	WATER SERVICE RUNNING LINE TO ALLEYS	LS	1	$10,000.00	$ 10,000.00
39	MISC. WATER LINE / SEWER LINE RELOCATIONS	LS	1	$10,000.00	$ 10,000.00
40	REMOVE & REPLACE EXISTING CATCH BASINS	LS	1	$8,500.00	$ 8,500.00
	HARDSCAPE				
41	CONCRETE SIDEWALK - STD GRAY (BROOM FINISH 4" THICK ON GRADE)	SF	14,933	$4.00	$ 59,732.00
42	CROSSWALK (ASPHALT)	SF	550	$2.00	$ 1,100.00
43	MEDIAN LANE (ASPHALT)	SF	8,620	$2.00	$ 17,240.00



Preliminary Cost Estimate

Proposed First-Stage Project - Garden Avenue to Fab Avenue (page 2 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
44	DRIVEWAY CONCRETE AT SIDEWALKS (BROOM FINISH 8" THICK ON GRADE)	SF	1,877	$9.00	$ 16,893.00
	HARDSCAPE RENOVATION OF EXISTING CONDITIONS				
45	MISC ADJACENT HARDSCAPE REHABILITATION - FINISH AND COLOR TO MATCH EXISTING	LS	1	$5,000.00	$ 5,000.00
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**EXTENDED AMOUNT**
	SITE AMENITIES				
46	LITTER RECEPTACLE	EA	8	$1,900.00	$ 15,200.00
47	SEATWALL W/ TILE	LF	80	$0.00	$ -
48	BIKE RACK	EA	4	$1,200.00	$ 4,800.00
49	ACCENT TABLES	EA	3	$1,250.00	$ 3,750.00
50	CHAIRS	EA	9	$2,500.00	$ 22,500.00
51	BENCHES	EA	4	$2,800.00	$ 11,200.00
52	WATER BOLLARD (POTABLE WATER HOSE BIB FOR SPECIAL EVENTS)	EA	4	$2,000.00	$ 8,000.00
53	BUS STOP STRUCTURE W/ CITY LOGO, BENCH, LITTER RECEPTACLE	EA	1	$0.00	$ -
	LANDSCAPE				
54	TREE (36" BOX)	EA	35	$515.00	$ 18,025.00
55	SHRUBS AND ACCENTS (5 GAL)	EA	125	$22.00	$ 2,750.00
56	SHRUB (1 GAL)	EA	200	$12.00	$ 2,400.00
57	MISC LANDSCAPE RESTORATION (AT PRIVATE PROPERTY EDGES)	LS	1	$6,500.00	$ 6,500.00
58	PARKWAY AMENITY LANDSCAPE (INCLUDING TREES, SHRUBS, DG)	SF	12,705	$2.25	$ 28,586.25
59	1" TO 3" ANGULAR RIPRAP FOR WATER HARVESTING SWALES	SF	9,604	$1.65	$ 15,846.60
	LANDSCAPE IRRIGATION				
60	IRRIGATION REMOVAL & RESTORATION	LS	1	$5,000.00	$ 5,000.00
61	IRRIGATION CONTROLLER 'A' 24 STATION W/ PEDESTAL	LS	1	$8,500.00	$ 8,500.00
62	1 1/2" METER AND REDUCED PRESSURE BACKFLOW PREVENTER W/ ENCLOSURE	EA	1	$5,000.00	$ 5,000.00
63	PARKWAY AMENITY DRIP IRRIGATION SYSTEM	SF	12,705	$1.00	$ 12,705.00
64	LANDSCAPE IRRIGATION SYSTEM	LS	1	$18,000.00	$ 18,000.00
	STREET & PEDESTRIAN LIGHTING / ELECTRICAL / ACCENT LIGHTING				
65	ROADWAY LIGHT POLES WITH LOWER HEIGHT PEDESTRIAN LIGHT (LED FIXTURE)	EA	12	$3,300.00	$ 39,600.00
66	PEDESTRIAN LIGHT POLE (LED FIXTURE)	EA	12	$2,400.00	$ 28,800.00
67	METER / ELECTRICAL SERVICE AND UTILITY COMPANY COSTS FOR AUXILIARY POWER	EA	1	$9,000.00	$ 9,000.00
68	TRENCH, CONDUIT, AND WIRE FOR ROADWAY / PEDESTRIAN LIGHTING	LS	1	$25,000.00	$ 25,000.00
69	AUXILIARY TREE LIGHTING OUTLETS	EA	42	$0.00	$ -
70	AUXILIARY 4-PLEX OUTLETS FOR FESTIVAL USE	EA	2	$1,200.00	$ 2,400.00
71	TRENCH, CONDUIT, AND WIRE FOR ELECTRICAL OUTLET SYSTEM	LS	1	$21,000.00	$ 21,000.00
72	BANNERS W/ SPRING-LOADED BRACKETS FOR ROADWAY LIGHT POLES (DUAL BANNERS TO MATCH MLK PKWY)	EA	12	$400.00	$ 4,800.00
	SIGNAGE /WAYFINDING ELEMENTS				
73	SCULPTURE BASE FOR FUTURE INTERPRETIVE ART	EA	2	$0.00	$ -
74	WAYFINDING ELEMENTS	EA	2	$0.00	$ -
				Subtotal	$ 1,213,583.15
				CONTINGENCY (20%)	$ 242,716.63
				SUBTOTAL WITH CONTINGENCIES	$ 1,456,299.78
				SEGMENT ONE PROJECT: GARDEN AVENUE TO FAB AVENUE	$ 1,456,299.78



Preliminary Cost Estimate

Segment 2 - Fab Avenue to Carmichael Avenue (page 1 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	GENERAL ITEMS				
1	MOBILIZATION	LS	1	$40,000.00	$ 40,000.00
2	CONSTRUCTION WATER SUPPLY	LS	1	$10,000.00	$ 10,000.00
3	TRAFFIC CONTROL (ALLOWANCE)	LS	1	$44,000.00	$ 44,000.00
4	SWPPP (ALLOWANCE)	LS	1	$16,000.00	$ 16,000.00
5	POTHOLING (ALLOWANCE)	LS	1	$8,500.00	$ 8,500.00
6	PUBLIC OUTREACH (ALLOWANCE)	LS	1	$12,500.00	$ 12,500.00
7	CONSTRUCTION SURVEY, LAYOUT, AS-BUILTS	LS	1	$17,000.00	$ 17,000.00
8	FIELD OFFICE	LS	1	$22,000.00	$ 22,000.00
9	MISCELLANEOUS (SWEEPING, DUST CONTROL, PERMITTING)	LS	1	$22,000.00	$ 22,000.00
10	BOND	LS	1	$30,000.00	$ 30,000.00
11	INSURANCE	LS	1	$36,000.00	$ 36,000.00
12	RIGHT-OF-WAY PURCHASE (NONE AT THIS TIME)	SF	0	$14.00	$ -
	REMOVALS				
13	REMOVE AC PAVEMENT	SY	6,730	$3.30	$ 22,209.00
14	REMOVE & SALVAGE MISC BENCHES AND SITE AMENITIES (DELIVER TO CITY YARD)	LS	1	$4,000.00	$ 4,000.00
15	REMOVE CONCRETE CURB & GUTTER	LF	1,855	$3.00	$ 5,565.00
16	REMOVE CONCRETE SIDEWALK, DRIVEWAY, VALLEY GUTTER & PAVERS	SF	9,190	$2.00	$ 18,380.00
17	REMOVE TRAFFIC SIGNS (MISC REMOVAL)	LS	1	$2,000.00	$ 2,000.00
18	REMOVE & DELIVER STREET LIGHTS TO CITY FIELD OPERATIONS YARD	LS	1	$10,000.00	$ 10,000.00
19	REMOVE, SALVAGE, AND RELOCATE FIRE HYDRANT	EA	1	$2,500.00	$ 2,500.00
20	REMOVE MISC WALLS & HARDSCAPE (MISC REMOVAL)	LS	1	$2,000.00	$ 2,000.00
21	REMOVE AC PAVEMENT AT DRIVEWAY TIE-IN AREAS (TCE)	LS	1	$2,500.00	$ 2,500.00
22	REMOVE TREES	LS	1	$4,000.00	$ 4,000.00
	EARTHWORK AND ROADWAY PAVING				
23	ROADWAY SUBGRADE PREPARATION	SY	4,220	$3.00	$ 12,660.00
24	6" AGGREGATE BASE COURSE	TON	1,282	$20.00	$ 25,640.00
25	2.5" AC PAVEMENT SURFACE COURSE (D-1/2")	TON	293	$75.00	$ 21,975.00
26	3" AC PAVEMENT BASE COURSE (C-3/4")	TON	712	$75.00	$ 53,400.00
27	TACK COAT (0.08 GAL/SY)	TON	2	$625.00	$ 1,250.00
28	SLURRY SEAL APPLICATION AT EAST APPROACH AREA (20 LB/SY) 1/2" ACFC (400 FOOT APPROACH)	LS	1	$3,000.00	$ 3,000.00
29	VERTICAL CURB & GUTTER	LF	1,895	$15.00	$ 28,425.00
30	ADJUST VALVE FRAMES & COVER TO GRADE	LS	1	$5,000.00	$ 5,000.00
31	ADJUST MANHOLE FRAMES & COVER TO GRADE	LS	1	$5,000.00	$ 5,000.00
32	SURVEY MARKER TYPE A	EA	3	$800.00	$ 2,400.00
33	SIDEWALK RAMP	EA	8	$1,200.00	$ 9,600.00
	SIGNING & MARKING				
34	PAINT STRIPING & MARKING	LS	1	$10,000.00	$ 10,000.00
	UTILITIES & STORMDRAIN				
35	WATER SERVICE & METER - 1 1/2" FOR FESTIVAL WATER BOLLARDS, INCLUDING BACKFLOW PREVENTER	EA	1	$5,500.00	$ 5,500.00
36	WATER SERVICE RUNNING LINE TO ALLEYS	LS	1	$10,000.00	$ 10,000.00
37	MISC. WATER LINE / SEWER LINE RELOCATIONS	LS	1	$10,000.00	$ 10,000.00
38	REMOVE & REPLACE EXISTING CATCH BASINS	LS	1	$8,500.00	$ 8,500.00
	HARDSCAPE				
39	CONCRETE SIDEWALK - STD GRAY (BROOM FINISH 4" THICK ON GRADE)	SF	14,760	$4.00	$ 59,040.00
40	CROSSWALK (ASPHALT)	SF	930	$2.00	$ 1,860.00
41	MEDIAN LANE (ASPHALT)	SF	12,220	$2.00	$ 24,440.00
42	DRIVEWAY CONCRETE AT SIDEWALKS (BROOM FINISH 8" THICK ON GRADE)	SF	2,471	$9.00	$ 22,239.00
	HARDSCAPE RENOVATION OF EXISTING CONDITIONS				
43	MISC ADJACENT HARDSCAPE REHABILITATION - FINISH AND COLOR TO MATCH EXISTING	LS	1	$5,000.00	$ 5,000.00



Preliminary Cost Estimate

Segment 2 - Fab Avenue to Carmichael Avenue (page 2 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	SITE AMENITIES				
44	LITTER RECEPTACLE	EA	6	$1,900.00	$ 11,400.00
45	SEATWALL W/ TILE	LF	80	$0.00	$ -
46	BIKE RACK	EA	4	$1,200.00	$ 4,800.00
47	ACCENT TABLES	EA	3	$1,250.00	$ 3,750.00
48	CHAIRS	EA	9	$2,500.00	$ 22,500.00
49	BENCHES	EA	6	$2,800.00	$ 16,800.00
50	WATER BOLLARD (POTABLE WATER HOSE BIB FOR SPECIAL EVENTS)	EA	4	$2,000.00	$ 8,000.00
51	BUS STOP STRUCTURE W/ CITY LOGO, BENCH, LITTER RECEPTACLE	EA	1	$0.00	$ -
	LANDSCAPE				
52	TREE (36" BOX)	EA	38	$515.00	$ 19,570.00
53	SHRUBS AND ACCENTS (5 GAL)	EA	120	$22.00	$ 2,640.00
54	SHRUB (1 GAL)	EA	185	$12.00	$ 2,220.00
55	MISC LANDSCAPE RESTORATION (AT PRIVATE PROPERTY EDGES)	LS	1	$6,500.00	$ 6,500.00
56	PARKWAY AMENITY LANDSCAPE (INCLUDING TREES, SHRUBS, DG)	SF	11,866	$2.25	$ 26,698.50
57	1" TO 3" ANGULAR RIPRAP FOR WATER HARVESTING SWALES	SF	11,775	$1.65	$ 19,428.75
	LANDSCAPE IRRIGATION				
58	IRRIGATION REMOVAL & RESTORATION	LS	1	$5,000.00	$ 5,000.00
59	IRRIGATION CONTROLLER 'A' 24 STATION W/ PEDESTAL	LS	0	$8,500.00	$ -
60	1 1/2" METER AND REDUCED PRESSURE BACKFLOW PREVENTER W/ ENCLOSURE	EA	0	$5,000.00	$ -
61	PARKWAY AMENITY DRIP IRRIGATION SYSTEM	SF	11,866	$1.00	$ 11,866.00
62	LANDSCAPE IRRIGATION SYSTEM	LS	1	$18,000.00	$ 18,000.00
	STREET & PEDESTRIAN LIGHTING / ELECTRICAL / ACCENT LIGHTING				
63	ROADWAY LIGHT POLES WITH LOWER HEIGHT PEDESTRIAN LIGHT (LED FIXTURE)	EA	12	$3,300.00	$ 39,600.00
64	PEDESTRIAN LIGHT POLE (LED FIXTURE)	EA	12	$2,400.00	$ 28,800.00
65	METER / ELECTRICAL SERVICE AND UTILITY COMPANY COSTS FOR AUXILIARY POWER	EA	1	$9,000.00	$ 9,000.00
66	TRENCH, CONDUIT, AND WIRE FOR ROADWAY / PEDESTRIAN LIGHTING	LS	1	$25,000.00	$ 25,000.00
67	AUXILIARY TREE LIGHTING OUTLETS	EA	42	$0.00	$ -
68	AUXILIARY 4-PLEX OUTLETS FOR FESTIVAL USE	EA	2	$1,200.00	$ 2,400.00
74	TRENCH, CONDUIT, AND WIRE FOR ELECTRICAL OUTLET SYSTEM	LS	1	$21,000.00	$ 21,000.00
75	BANNERS W/ SPRING-LOADED BRACKETS FOR ROADWAY LIGHT POLES (DUAL BANNERS TO MATCH MLK PKWY)	EA	12	$400.00	$ 4,800.00
	SIGNAGE /WAYFINDING ELEMENTS				
76	SCULPTURE BASE FOR FUTURE INTERPRETIVE ART	EA	1	$0.00	$ -
77	WAYFINDING ELEMENTS	EA	1	$0.00	$ -
	Subtotal				$ 965,856.25
	CONTINGENCY (20%)				$ 193,171.25
	SUBTOTAL WITH CONTINGENCIES				$ 1,159,027.50
	SEGMENT TWO PROJECT: FAB AVENUE TO CARMICHAEL AVENUE				$ 1,159,027.50



Preliminary Cost Estimate

Segment 3 - Carmichael Avenue to 2nd Street (page 1 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	GENERAL ITEMS				
1	MOBILIZATION	LS	1	$43,000.00	$ 43,000.00
2	CONSTRUCTION WATER SUPPLY	LS	1	$9,500.00	$ 9,500.00
3	TRAFFIC CONTROL (ALLOWANCE)	LS	1	$48,000.00	$ 48,000.00
4	SWPPP (ALLOWANCE)	LS	1	$16,000.00	$ 16,000.00
5	POTHOLING (ALLOWANCE)	LS	1	$8,500.00	$ 8,500.00
6	PUBLIC OUTREACH (ALLOWANCE)	LS	1	$12,500.00	$ 12,500.00
7	CONSTRUCTION SURVEY, LAYOUT, AS-BUILTS	LS	1	$17,000.00	$ 17,000.00
8	FIELD OFFICE	LS	1	$22,000.00	$ 22,000.00
9	MISCELLANEOUS (SWEEPING, DUST CONTROL, PERMITTING)	LS	1	$22,000.00	$ 22,000.00
10	BOND	LS	1	$30,000.00	$ 30,000.00
11	INSURANCE	LS	1	$36,000.00	$ 36,000.00
12	RIGHT-OF-WAY PURCHASE (NONE AT THIS TIME)	SF	0	$14.00	$ -
	REMOVALS				
13	REMOVE AC PAVEMENT	SY	7,790	$3.30	$ 25,707.00
14	REMOVE & SALVAGE MISC BENCHES AND SITE AMENITIES (DELIVER TO CITY YARD)	LS	1	$4,000.00	$ 4,000.00
15	REMOVE CONCRETE CURB & GUTTER	LF	2,085	$3.00	$ 6,255.00
16	REMOVE CONCRETE SIDEWALK, DRIVEWAY, VALLEY GUTTER & PAVERS	SF	10,440	$2.00	$ 20,880.00
17	REMOVE TRAFFIC SIGNS (MISC REMOVAL)	LS	1	$2,000.00	$ 2,000.00
18	REMOVE & DELIVER STREET LIGHTS TO CITY FIELD OPERATIONS YARD	LS	1	$10,000.00	$ 10,000.00
19	REMOVE, SALVAGE, AND RELOCATE FIRE HYDRANT	EA	1	$2,500.00	$ 2,500.00
20	REMOVE MISC WALLS & HARDSCAPE (MISC REMOVAL)	LS	1	$2,000.00	$ 2,000.00
21	REMOVE AC PAVEMENT AT DRIVEWAY TIE-IN AREAS (TCE)	LS	1	$2,500.00	$ 2,500.00
22	REMOVE TREES	LS	1	$4,000.00	$ 4,000.00
	EARTHWORK AND ROADWAY PAVING				
23	ROADWAY SUBGRADE PREPARATION	SY	4,536	$3.00	$ 13,608.00
24	6" AGGREGATE BASE COURSE	TON	1,378	$20.00	$ 27,560.00
25	2.5" AC PAVEMENT SURFACE COURSE (D-1/2")	TON	638	$75.00	$ 47,850.00
26	3" AC PAVEMENT BASE COURSE (C-3/4")	TON	765	$75.00	$ 57,375.00
27	TACK COAT (0.08 GAL/SY)	TON	2	$625.00	$ 1,250.00
28	SLURRY SEAL APPLICATION AT EAST APPROACH AREA (20 LB/SY) 1/2" ACFC (400 FOOT APPROACH)	LS	1	$3,000.00	$ 3,000.00
29	VERTICAL CURB & GUTTER	LF	3,110	$15.00	$ 46,650.00
30	ADJUST VALVE FRAMES & COVER TO GRADE	LS	1	$5,000.00	$ 5,000.00
31	ADJUST MANHOLE FRAMES & COVER TO GRADE	LS	1	$5,000.00	$ 5,000.00
32	SURVEY MARKER TYPE A	EA	4	$800.00	$ 3,200.00
33	SIDEWALK RAMP	EA	19	$1,200.00	$ 22,800.00
	SIGNING & MARKING				
34	PAINT STRIPING & MARKING	LS	1	$10,000.00	$ 10,000.00
	UTILITIES & STORMDRAIN				
35	WATER SERVICE & METER - 1 1/2" FOR FESTIVAL WATER BOLLARDS, INCLUDING BACKFLOW PREVENTER	EA	1	$5,500.00	$ 5,500.00
36	WATER SERVICE RUNNING LINE TO ALLEYS	LS	1	$10,000.00	$ 10,000.00
37	MISC. WATER LINE / SEWER LINE RELOCATIONS	LS	1	$10,000.00	$ 10,000.00
38	REMOVE & REPLACE EXISTING CATCH BASINS	LS	1	$8,500.00	$ 8,500.00
	HARDSCAPE				
39	CONCRETE SIDEWALK - STD GRAY (BROOM FINISH 4" THICK ON GRADE)	SF	18,549	$4.00	$ 74,196.00
40	CROSSWALK (ASPHALT)	SF	3,370	$2.00	$ 6,740.00
41	MEDIAN LANE (ASPHALT)	SF	11,500	$2.00	$ 23,000.00
42	DRIVEWAY CONCRETE AT SIDEWALKS (BROOM FINISH 8" THICK ON GRADE)	SF	1,990	$9.00	$ 17,910.00
	HARDSCAPE RENOVATION OF EXISTING CONDITIONS				
43	MISC ADJACENT HARDSCAPE REHABILITATION - FINISH AND COLOR TO MATCH EXISTING	LS	1	$5,000.00	$ 5,000.00



Preliminary Cost Estimate

Segment 3 - Carmichael Avenue to 2nd Street (page 2 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	SITE AMENITIES				
44	LITTER RECEPTACLE	EA	5	$1,900.00	$ 9,500.00
45	SEATWALL W/ TILE	LF	80	$0.00	$ -
46	BIKE RACK	EA	3	$1,200.00	$ 3,600.00
47	ACCENT TABLES	EA	2	$1,250.00	$ 2,500.00
48	CHAIRS	EA	6	$2,500.00	$ 15,000.00
49	BENCHES	EA	2	$2,800.00	$ 5,600.00
50	WATER BOLLARD (POTABLE WATER HOSE BIB FOR SPECIAL EVENTS)	EA	4	$2,000.00	$ 8,000.00
51	BUS STOP STRUCTURE W/ CITY LOGO, BENCH, LITTER RECEPTACLE	EA	1	$0.00	$ -
	LANDSCAPE				
52	TREE (36" BOX)	EA	55	$515.00	$ 28,325.00
53	SHRUBS AND ACCENTS (5 GAL)	EA	175	$22.00	$ 3,850.00
54	SHRUB (1 GAL)	EA	225	$12.00	$ 2,700.00
55	MISC LANDSCAPE RESTORATION (AT PRIVATE PROPERTY EDGES)	LS	1	$6,500.00	$ 6,500.00
56	PARKWAY AMENITY LANDSCAPE (INCLUDING TREES, SHRUBS, DG)	SF	6,762	$2.25	$ 15,214.50
57	1" TO 3" ANGULAR RIPRAP FOR WATER HARVESTING SWALES	SF	14,142	$1.65	$ 23,334.30
	LANDSCAPE IRRIGATION				
58	IRRIGATION REMOVAL & RESTORATION	LS	1	$5,000.00	$ 5,000.00
59	IRRIGATION CONTROLLER 'A' 24 STATION W/ PEDESTAL	LS	1	$8,500.00	$ 8,500.00
60	1 1/2" METER AND REDUCED PRESSURE BACKFLOW PREVENTER W/ ENCLOSURE	EA	1	$5,000.00	$ 5,000.00
61	PARKWAY AMENITY DRIP IRRIGATION SYSTEM	SF	6,762	$1.00	$ 6,762.00
62	LANDSCAPE IRRIGATION SYSTEM	LS	1	$18,000.00	$ 18,000.00
	STREET & PEDESTRIAN LIGHTING / ELECTRICAL / ACCENT LIGHTING				
63	ROADWAY LIGHT POLES WITH LOWER HEIGHT PEDESTRIAN LIGHT (LED FIXTURE)	EA	13	$3,300.00	$ 42,900.00
64	PEDESTRIAN LIGHT POLE (LED FIXTURE)	EA	13	$2,400.00	$ 31,200.00
65	METER / ELECTRICAL SERVICE AND UTILITY COMPANY COSTS FOR AUXILIARY POWER	EA	1	$9,000.00	$ 9,000.00
66	TRENCH, CONDUIT, AND WIRE FOR ROADWAY / PEDESTRIAN LIGHTING	LS	1	$25,000.00	$ 25,000.00
67	AUXILIARY TREE LIGHTING OUTLETS	EA	42	$0.00	$ -
68	AUXILIARY 4-PLEX OUTLETS FOR FESTIVAL USE	EA	2	$1,200.00	$ 2,400.00
69	TRENCH, CONDUIT, AND WIRE FOR ELECTRICAL OUTLET SYSTEM	LS	1	$21,000.00	$ 21,000.00
70	BANNERS W/ SPRING-LOADED BRACKETS FOR ROADWAY LIGHT POLES (DUAL BANNERS TO MATCH MLK PKWY)	EA	12	$400.00	$ 4,800.00
	SIGNAGE /WAYFINDING ELEMENTS				
71	SCULPTURE BASE FOR FUTURE INTERPRETIVE ART	EA	0	$2,600.00	$ -
72	WAYFINDING ELEMENTS	EA	0	$12,000.00	$ -
	Subtotal				$ 1,052,166.80
	CONTINGENCY (20%)				$ 210,433.36
	SUBTOTAL WITH CONTINGENCIES				$ 1,262,600.16
	SEGMENT THREE PROJECT: CARMICHAEL AVENUE TO 2ND STREET				$ 1,262,600.16



Preliminary Cost Estimate

Segment 4 - 2nd Street to 5th Street (page 1 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	GENERAL ITEMS				
1	MOBILIZATION	LS	1	$40,000.00	$ 40,000.00
2	CONSTRUCTION WATER SUPPLY	LS	1	$9,000.00	$ 9,000.00
3	TRAFFIC CONTROL (ALLOWANCE)	LS	1	$42,000.00	$ 42,000.00
4	SWPPP (ALLOWANCE)	LS	1	$15,000.00	$ 15,000.00
5	POTHOLING (ALLOWANCE)	LS	1	$8,200.00	$ 8,200.00
6	PUBLIC OUTREACH (ALLOWANCE)	LS	1	$11,500.00	$ 11,500.00
7	CONSTRUCTION SURVEY, LAYOUT, AS-BUILTS	LS	1	$16,000.00	$ 16,000.00
8	FIELD OFFICE	LS	1	$22,000.00	$ 22,000.00
9	MISCELLANEOUS (SWEEPING, DUST CONTROL, PERMITTING)	LS	1	$20,000.00	$ 20,000.00
10	BOND	LS	1	$30,000.00	$ 30,000.00
11	INSURANCE	LS	1	$36,000.00	$ 36,000.00
12	RIGHT-OF-WAY PURCHASE (NONE AT THIS TIME)	SF	0	$14.00	$ -
	REMOVALS				
13	REMOVE AC PAVEMENT	SY	6,315	$3.30	$ 20,839.50
14	REMOVE & SALVAGE MISC BENCHES AND SITE AMENITIES (DELIVER TO CITY YARD)	LS	1	$4,000.00	$ 4,000.00
15	REMOVE CONCRETE CURB & GUTTER	LF	1,730	$3.00	$ 5,190.00
16	REMOVE CONCRETE SIDEWALK, DRIVEWAY, VALLEY GUTTER & PAVERS	SF	8,340	$2.00	$ 16,680.00
17	REMOVE TRAFFIC SIGNS (MISC REMOVAL)	LS	1	$2,000.00	$ 2,000.00
18	REMOVE & DELIVER STREET LIGHTS TO CITY FIELD OPERATIONS YARD	LS	1	$9,000.00	$ 9,000.00
19	REMOVE, SALVAGE, AND RELOCATE FIRE HYDRANT (AS REQUIRED)	EA	1	$2,500.00	$ 2,500.00
20	REMOVE MISC WALLS & HARDSCAPE (MISC REMOVAL)	LS	1	$2,000.00	$ 2,000.00
21	REMOVE AC PAVEMENT AT DRIVEWAY TIE-IN AREAS (TCE)	LS	1	$2,500.00	$ 2,500.00
22	REMOVE TREES	LS	1	$4,000.00	$ 4,000.00
	EARTHWORK AND ROADWAY PAVING				
23	ROADWAY SUBGRADE PREPARATION	SY	3,590	$3.00	$ 10,770.00
24	6" AGGREGATE BASE COURSE	TON	1,090	$20.00	$ 21,800.00
25	2.5" AC PAVEMENT SURFACE COURSE (D-1/2")	TON	505	$75.00	$ 37,875.00
26	3" AC PAVEMENT BASE COURSE (C-3/4")	TON	610	$75.00	$ 45,750.00
27	TACK COAT (0.08 GAL/SY)	TON	2	$625.00	$ 1,250.00
28	SLURRY SEAL APPLICATION AT EAST APPROACH AREA (20 LB/SY) 1/2" ACFC (400 FOOT APPROACH)	LS	1	$3,000.00	$ 3,000.00
29	VERTICAL CURB & GUTTER	LF	1,820	$15.00	$ 27,300.00
30	ADJUST VALVE FRAMES & COVER TO GRADE	LS	1	$5,000.00	$ 5,000.00
31	ADJUST MANHOLE FRAMES & COVER TO GRADE	LS	1	$5,000.00	$ 5,000.00
32	SURVEY MARKER TYPE A	EA	3	$800.00	$ 2,400.00
33	SIDEWALK RAMP	EA	10	$1,200.00	$ 12,000.00
	SIGNING & MARKING				
34	PAINT STRIPING & MARKING	LS	1	$10,000.00	$ 10,000.00
	UTILITIES & STORMDRAIN				
35	WATER SERVICE & METER - 1 1/2" FOR FESTIVAL WATER BOLLARDS, INCLUDING BACKFLOW PREVENTER	EA	1	$5,500.00	$ 5,500.00
36	WATER SERVICE RUNNING LINE TO ALLEYS	LS	1	$10,000.00	$ 10,000.00
37	MISC. WATER LINE / SEWER LINE RELOCATIONS	LS	1	$10,000.00	$ 10,000.00
38	REMOVE & REPLACE EXISTING CATCH BASINS	LS	1	$8,500.00	$ 8,500.00
	HARDSCAPE				
39	CONCRETE SIDEWALK - STD GRAY (BROOM FINISH 4" THICK ON GRADE)	SF	15,023	$4.00	$ 60,092.00
40	CROSSWALK (ASPHALT)	SF	2,000	$2.00	$ 4,000.00
41	MEDIAN LANE (ASPHALT)	SF	11,500	$2.00	$ 23,000.00
42	DRIVEWAY CONCRETE AT SIDEWALKS (BROOM FINISH 8" THICK ON GRADE)	SF	2,125	$9.00	$ 19,125.00
	HARDSCAPE RENOVATION OF EXISTING CONDITIONS				
43	MISC ADJACENT HARDSCAPE REHABILITATION - FINISH AND COLOR TO MATCH EXISTING	LS	1	$5,000.00	$ 5,000.00



Preliminary Cost Estimate

Segment 4 - 2nd Street to 5th Street (page 2 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	SITE AMENITIES				
44	LITTER RECEPTACLE	EA	4	$1,900.00	$ 7,600.00
45	SEATWALL W/ TILE	LF	80	$0.00	$ -
46	BIKE RACK	EA	2	$1,200.00	$ 2,400.00
47	ACCENT TABLES	EA	2	$1,250.00	$ 2,500.00
48	CHAIRS	EA	6	$2,500.00	$ 15,000.00
49	BENCHES	EA	4	$2,800.00	$ 11,200.00
50	WATER BOLLARD (POTABLE WATER HOSE BIB FOR SPECIAL EVENTS)	EA	4	$2,000.00	$ 8,000.00
51	BUS STOP STRUCTURE W/ CITY LOGO, BENCH, LITTER RECEPTACLE	EA	1	$0.00	$ -
	LANDSCAPE				
52	TREE (36" BOX)	EA	47	$515.00	$ 24,205.00
53	SHRUBS AND ACCENTS (5 GAL)	EA	150	$22.00	$ 3,300.00
54	SHRUB (1 GAL)	EA	225	$12.00	$ 2,700.00
55	MISC LANDSCAPE RESTORATION (AT PRIVATE PROPERTY EDGES)	LS	1	$6,500.00	$ 6,500.00
56	PARKWAY AMENITY LANDSCAPE (INCLUDING TREES, SHRUBS, DG)	SF	6,315	$2.25	$ 14,208.75
57	1" TO 3" ANGULAR RIPRAP FOR WATER HARVESTING SWALES	SF	12,230	$1.65	$ 20,179.50
	LANDSCAPE IRRIGATION				
58	IRRIGATION REMOVAL & RESTORATION	LS	1	$5,000.00	$ 5,000.00
59	IRRIGATION CONTROLLER 'A' 24 STATION W/ PEDESTAL	LS	0	$8,500.00	$ -
60	1 1/2" METER AND REDUCED PRESSURE BACKFLOW PREVENTER W/ ENCLOSURE	EA	0	$5,000.00	$ -
61	PARKWAY AMENITY DRIP IRRIGATION SYSTEM	SF	6,315	$1.00	$ 6,315.00
62	LANDSCAPE IRRIGATION SYSTEM	LS	1	$18,000.00	$ 18,000.00
	STREET & PEDESTRIAN LIGHTING / ELECTRICAL / ACCENT LIGHTING				
63	ROADWAY LIGHT POLES WITH LOWER HEIGHT PEDESTRIAN LIGHT (LED FIXTURE)	EA	12	$3,300.00	$ 39,600.00
64	PEDESTRIAN LIGHT POLE (LED FIXTURE)	EA	12	$2,400.00	$ 28,800.00
65	METER / ELECTRICAL SERVICE AND UTILITY COMPANY COSTS FOR AUXILIARY POWER	EA	1	$9,000.00	$ 9,000.00
66	TRENCH, CONDUIT, AND WIRE FOR ROADWAY / PEDESTRIAN LIGHTING	LS	1	$25,000.00	$ 25,000.00
67	AUXILIARY TREE LIGHTING OUTLETS	EA	42	$0.00	$ -
68	AUXILIARY 4-PLEX OUTLETS FOR FESTIVAL USE	EA	2	$1,200.00	$ 2,400.00
69	TRENCH, CONDUIT, AND WIRE FOR ELECTRICAL OUTLET SYSTEM	LS	1	$21,000.00	$ 21,000.00
70	BANNERS W/ SPRING-LOADED BRACKETS FOR ROADWAY LIGHT POLES (DUAL BANNERS TO MATCH MLK PKWY)	EA	12	$400.00	$ 4,800.00
	SIGNAGE /WAYFINDING ELEMENTS				
71	SCULPTURE BASE FOR FUTURE INTERPRETIVE ART	EA	0	$2,600.00	$ -
72	WAYFINDING ELEMENTS	EA	0	$12,000.00	$ -
	Subtotal				$ 923,479.75
	CONTINGENCY (20%)				$ 184,695.95
	SUBTOTAL WITH CONTINGENCIES				$ 1,108,175.70
	SEGMENT FOUR PROJECT: 2ND STREET TO 5TH STREET				$ 1,108,175.70



Preliminary Cost Estimate

Segment 5 - 5th Street to 7th Street (page 1 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	GENERAL ITEMS				
1	MOBILIZATION	LS	0	$0.00	$ -
2	CONSTRUCTION WATER SUPPLY	LS	0	$0.00	$ -
3	TRAFFIC CONTROL (ALLOWANCE)	LS	0	$0.00	$ -
4	SWPPP (ALLOWANCE)	LS	0	$0.00	$ -
5	POTHOLING (ALLOWANCE)	LS	0	$0.00	$ -
6	PUBLIC OUTREACH (ALLOWANCE)	LS	0	$0.00	$ -
7	CONSTRUCTION SURVEY, LAYOUT, AS-BUILTS	LS	0	$0.00	$ -
8	FIELD OFFICE	LS	0	$0.00	$ -
9	MISCELLANEOUS (SWEEPING, DUST CONTROL, PERMITTING)	LS	0	$0.00	$ -
10	BOND	LS	0	$0.00	$ -
11	INSURANCE	LS	0	$0.00	$ -
12	RIGHT-OF-WAY PURCHASE (NONE AT THIS TIME)	SF	0	$14.00	$ -
	REMOVALS				
13	REMOVE AC PAVEMENT	SY	6,729	$0.00	$ -
14	REMOVE & SALVAGE MISC BENCHES AND SITE AMENITIES (DELIVER TO CITY YARD)	LS	1	$0.00	$ -
15	REMOVE CONCRETE CURB & GUTTER	LF	2,145	$0.00	$ -
16	REMOVE CONCRETE SIDEWALK, DRIVEWAY, VALLEY GUTTER & PAVERS	SF	8,936	$0.00	$ -
17	REMOVE TRAFFIC SIGNS (MISC REMOVAL)	LS	1	$0.00	$ -
18	REMOVE & DELIVER STREET LIGHTS TO CITY FIELD OPERATIONS YARD	LS	1	$0.00	$ -
19	REMOVE, SALVAGE, AND RELOCATE FIRE HYDRANT	EA	1	$0.00	$ -
20	REMOVE MISC WALLS & HARDSCAPE (MISC REMOVAL)	LS	1	$0.00	$ -
21	REMOVE AC PAVEMENT AT DRIVEWAY TIE-IN AREAS (TCE)	LS	0	$0.00	$ -
22	REMOVE TREES	LS	0	$0.00	$ -
23	REMOVE CATCH BASINS	LS	0	$0.00	$ -
	EARTHWORK AND ROADWAY PAVING				
24	ROADWAY SUBGRADE PREPARATION	SY	0	$3.00	$ -
25	6" AGGREGATE BASE COURSE	TON	0	$20.00	$ -
26	2.5" AC PAVEMENT SURFACE COURSE (D-1/2")	TON	0	$75.00	$ -
27	3" AC PAVEMENT BASE COURSE (C-3/4")	TON	0	$75.00	$ -
28	TACK COAT (0.08 GAL/SY)	TON	0	$625.00	$ -
29	SLURRY SEAL APPLICATION (20 LB/SY) 1/2" ACFC	LS	1	$7,500.00	$ **7,500.00**
30	VERTICAL CURB & GUTTER	LF	0	$15.00	$ -
31	ADJUST VALVE FRAMES & COVER TO GRADE	LS	0	$5,000.00	$ -
32	ADJUST MANHOLE FRAMES & COVER TO GRADE	LS	0	$5,000.00	$ -
33	SURVEY MARKER TYPE A	EA	0	$800.00	$ -
34	SIDEWALK RAMP	EA	0	$1,200.00	$ -
	SIGNING & MARKING				
35	PAINT STRIPING & MARKING	LS	1	$7,000.00	$ **2,500.00**
	UTILITIES & STORMDRAIN				
36	WATER SERVICE & METER - 1 1/2" FOR FESTIVAL WATER BOLLARDS, INCLUDING BACKFLOW PREVENTER	EA	0	$5,500.00	$ -
37	WATER SERVICE RUNNING LINE TO ALLEYS	LS	0	$10,000.00	$ -
38	MISC. WATER LINE / SEWER LINE RELOCATIONS	LS	0	$10,000.00	$ -
39	REMOVE & REPLACE EXISTING CATCH BASINS	LS	0	$8,500.00	$ -
	HARDSCAPE				
40	CONCRETE SIDEWALK - STD GRAY (BROOM FINISH 4" THICK ON GRADE)	SF	0	$4.00	$ -
41	CROSSWALK (ASPHALT)	SF	0	$2.00	$ -
42	MEDIAN LANE (ASPHALT)	SF	0	$2.00	$ -
43	DRIVEWAY CONCRETE AT SIDEWALKS (BROOM FINISH 8" THICK ON GRADE)	SF	0	$9.00	$ -



Preliminary Cost Estimate

Segment 5 - 5th Street to 7th Street (page 2 of 2)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED AMOUNT
	SITE AMENITIES				
45	LITTER RECEPTACLE	EA	0	$1,900.00	$ -
46	SEATWALL W/ TILE	LF	0	$425.00	$ -
47	BIKE RACK	EA	0	$1,200.00	$ -
48	ACCENT TABLES	EA	0	$1,250.00	$ -
49	CHAIRS	EA	0	$2,500.00	$ -
50	BENCHES	EA	0	$2,800.00	$ -
51	WATER BOLLARD (POTABLE WATER HOSE BIB FOR SPECIAL EVENTS)	EA	0	$2,000.00	$ -
52	BUS STOP STRUCTURE W/ CITY LOGO, BENCH, LITTER RECEPTACLE	EA	0	$15,500.00	$ -
	LANDSCAPE				
53	TREE (36" BOX)	EA	0	$515.00	$ -
54	SHRUBS AND ACCENTS (5 GAL)	EA	0	$22.00	$ -
55	SHRUB (1 GAL)	EA	0	$12.00	$ -
56	MISC LANDSCAPE RESTORATION (AT PRIVATE PROPERTY EDGES)	LS	0	$6,500.00	$ -
57	PARKWAY AMENITY LANDSCAPE (INCLUDING TREES, SHRUBS, DG)	SF	0	$2.25	$ -
58	1" TO 3" ANGULAR RIPRAP FOR WATER HARVESTING SWALES	SF	0	$1.65	$ -
	LANDSCAPE IRRIGATION				
59	IRRIGATION REMOVAL & RESTORATION	LS	0	$5,000.00	$ -
60	IRRIGATION CONTROLLER 'A' 24 STATION W/ PEDESTAL	LS	0	$8,500.00	$ -
61	1 1/2" METER AND REDUCED PRESSURE BACKFLOW PREVENTER W/ ENCLOSURE	EA	0	$4,500.00	$ -
62	PARKWAY AMENITY DRIP IRRIGATION SYSTEM	SF	0	$1.00	$ -
63	LANDSCAPE IRRIGATION SYSTEM	LS	0	$18,000.00	$ -
	STREET & PEDESTRIAN LIGHTING / ELECTRICAL / ACCENT LIGHTING				
64	ROADWAY LIGHT POLES WITH LOWER HEIGHT PEDESTRIAN LIGHT (LED FIXTURE)	EA	0	$3,300.00	$ -
65	PEDESTRIAN LIGHT POLE (LED FIXTURE)	EA	0	$2,400.00	$ -
66	METER / ELECTRICAL SERVICE AND UTILITY COMPANY COSTS FOR AUXILIARY POWER	EA	0	$9,000.00	$ -
67	TRENCH, CONDUIT, AND WIRE FOR ROADWAY / PEDESTRIAN LIGHTING	LS	0	$25,000.00	$ -
68	AUXILIARY TREE LIGHTING OUTLETS	EA	0	$800.00	$ -
69	AUXILIARY 4-PLEX OUTLETS FOR FESTIVAL USE	EA	0	$1,200.00	$ -
74	TRENCH, CONDUIT, AND WIRE FOR ELECTRICAL OUTLET SYSTEM	LS	0	$21,000.00	$ -
75	BANNERS W/ SPRING-LOADED BRACKETS FOR ROADWAY LIGHT POLES (DUAL BANNERS TO MATCH MLK PKWY)	EA	12	$400.00	$ 4,800.00
	SIGNAGE /WAYFINDING ELEMENTS				
76	SCULPTURE BASE FOR FUTURE INTERPRETIVE ART	EA	0	$2,600.00	$ -
77	WAYFINDING ELEMENTS	EA	0	$12,000.00	$ -
	Subtotal				**$ 14,800.00**
	CONTINGENCY (20%)				**$ 2,960.00**
	SUBTOTAL WITH CONTINGENCIES				**$ 17,760.00**
	SEGMENT FIVE PROJECT: 5TH STREET TO 7TH STREET				**$ 17,760.00**



Findings of Necessity

Wickenburg Redevelopment Area Study

August 2019

Town of Wickenburg

Wickenburg
Redevelopment Area Study

Findings of Necessity • August 2019

For more information contact:

Town of Wickenburg
Economic Development
and Community Relations

Phone: 928-668-0522

Matrix DESIGN GROUP

Wickenburg Redevelopment Area Study

Findings of Necessity

Presented to:

Town of Wickenburg, Arizona

Presented by:

Matrix Design Group

August 2019

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Executive Summary

Introduction

The purpose of this report is to demonstrate a finding of necessity to determine the need for establishing a Redevelopment Area (RDA) per Arizona Revised Statutes (ARS) §36-1471 et seq. This statute provides local governments the authority to designate RDAs to revitalize blighted areas within its jurisdiction. Blight includes visual conditions, as well as non-visual conditions, such as platting, title issues, and crime. This report assesses and details the extent of blight within the proposed Wickenburg Redevelopment Area (RDA).

A Finding of Necessity, as outlined in ARS §36-1473, is a required first step that a municipality must approve and adopt prior to establishing an RDA. Therefore, this information is provided as evidence to the Wickenburg Town Council that the study area contains a predominance of blight.

Arizona Revised Statutes §36-1471 defines the meaning of "blighted area" as:

> *An area, other than a slum area, where sound municipal growth and the provision of housing accommodations is substantially retarded or arrested in a predominance of the properties by any of the following: a dominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; diversity of ownership; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; improper or obsolete subdivision platting; and the existence of conditions that endanger life or property by fire and other causes.*

Each property within the proposed Wickenburg RDA was visually assessed during an on-site field survey for the following blight factors:

- Unsanitary or unsafe conditions
- Deterioration of site or other improvements
- Conditions that endanger life or property
- Obsolete subdivision platting
- Inadequate street layout
- Faulty lot layout

This data was then validated through an aerial survey using a combination of the 2019 aerial imagery provided on the Maricopa County's Assessor's website and Google Maps.

Conclusion

The following summary shows that a substantial number of blight conditions exist in the Wickenburg RDA. There were 286 out of 435 parcels, or 65.75% that were identified to have at least one blight factor, as well as 61.3% of the total acreage was determined to be blighted. Faulty lot layout was the most common blight factor throughout the Wickenburg RDA, representing 36.55% of the total parcels. Other major blight factors include improper or obsolete subdivision platting (32.41% of the total parcels), and diversity of ownership (19.08% of the total parcels).

It is in the opinion of Matrix Design Group that the Wickenburg Town Council could make a finding of blight in the Wickenburg RDA study area. Establishing the Wickenburg RDA is in the residents' interest of public health, safety, morals and welfare.



1. Overview and Purpose

Introduction

In order to determine the need for redevelopment, it is important to understand how blight is defined, where it may be occurring, and what impact it has on the surrounding community. This section includes definitions of blight, as provided by the Arizona Revised Statutes (ARS), as well as descriptions of the methodology used to assess and analyze blight conditions within the Wickenburg RDA.

Arizona Revised Status §36-1471

Arizona Revised Statutes (ARS) Title 36 provides local governments the authority to designate Redevelopment Areas (RDA) to revitalize blighted areas. RDAs are designated by a town council in locations that are in need of revitalization due to a predominance of blight. The relevant sections pertaining to blight are provided below in order of application.

A Finding of Necessity, as outlined in ARS §36-1473, is a required first step a municipality must approve and adopt prior to establishing an RDA. The report assesses and details the scope and extent of blight within a defined study area. This information is provided as evidence to a town council that the study area contains a predominance of blight.

Arizona Revised Statutes §36-1473 requires municipalities to conduct and adopt a Findings of Necessity study prior to creating an RDA. This ARS states:

A. A municipality shall not exercise any of the powers conferred on municipalities by this article until its local governing body adopts a resolution by a two-thirds vote finding both of the following:

1. One or more slum or blighted areas exist in the municipality.

2. The redevelopment of that area or areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the municipality.

Arizona Revised Statutes §36-1471 defines the meaning of "blighted area" as:

An area, other than a slum area, where sound municipal growth and the provision of housing accommodations is substantially retarded or arrested in a predominance of the properties by any of the following: a dominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility or usefulness; unsanitary or unsafe conditions; deterioration of site or other

improvements; diversity of ownership; tax or special assessment delinquency exceeding the fair value of the land; defective or unusual conditions of title; improper or obsolete subdivision platting; and the existence of conditions that endanger life or property by fire and other causes.

There are nine blight factors indicated by Arizona Revised Statute §36-1471. These factors are:

- Dominance of defective or inadequate street layout includes street layouts and roadways that are incapable or inadequate at handling traffic flow. Conditions include inaccessible parcels and / or confusing or unsafe traffic patterns.
- Faulty lot layout includes parcels that are either inadequate in size and / or shape, or properties that are inefficient in supporting appropriate use of land.
- Unsanitary or unsafe conditions includes environments that may be harmful to human health and safety. Conditions include uncontrolled solid waste, evidence of homelessness, excessive animal droppings, and storage of items with little or no economic value other than salvage.
- Deterioration of site or other improvements includes physical property conditions that detract from the overall appearance. Conditions include general deterioration from age and weathering, unmaintained property, and major repairs unattended.
- Diversity of ownership includes buildings that are split between two or more parcels with different property owners, making it difficult to redevelop structures.
- Obsolete subdivision platting includes areas that are poorly subdivided, making proper development difficult. Conditions include unproductive and / or inaccessible parcels.
- Conditions that endanger life or property includes properties that contain conditions that pose threats to life or properties by fire, contamination, or other causes. Conditions include vacant buildings, excessive junk, blocked entrances, code violations, structural damage, and higher than normal crime rates.
- Tax or special assessment delinquency exceeding the fair value of the land* includes any financial burdens linked to the property.
- Defective or unusual conditions of title* includes any conditions granted in a title that may make the property unmarketable or difficult to redevelop.

Seven of these nine blight factors were used to assess blight in the Wickenburg RDA. The "*" indicates the two blight factors that were not assessed. As documented later in this report, conditions exist for the Town of Wickenburg to make a finding of blight in the Wickenburg RDA Study Area without a review of the two blight factors referenced above.

Arizona Revised Statutes §36-1472 grants a local government the authority to declare a redevelopment area due to the predominance of blight based on five existing conditions. This ARS states:

1. *That there exist in municipalities of the state slum or blighted areas which constitute a serious and growing menace, injurious and inimical to the public health, safety, morals and welfare of the residents of the state.*

2. *That the existence of these areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency and for the maintenance of adequate police, fire and accident protection and other public services and facilities, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities and retards the provision of housing accommodations.*

3. *That this menace is beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by this article.*

4. *That the acquisition of property for the purpose of eliminating the conditions or preventing recurrence of these conditions in the area, the removal of structures and improvement of sites, the disposition of the property for redevelopment and any assistance which may be given by any public body in connection with these activities are public uses and purposes for which public money may be expended and the power of eminent domain exercised.*

5. *That the necessity in the public interest for the provisions of this article is declared as a matter of legislative determination.*

Arizona Revised Statutes §36-1474 grants a local government the authority to undergo redevelopment planning. This ARS states:

A. *Every municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this article, including the following powers in addition to others granted by this article:*

   1. *To prepare or cause to be prepared redevelopment plans and to undertake and carry out redevelopment projects within its area of operation.*

Town of Wickenburg Town Code Chapter 10 Article 10-5

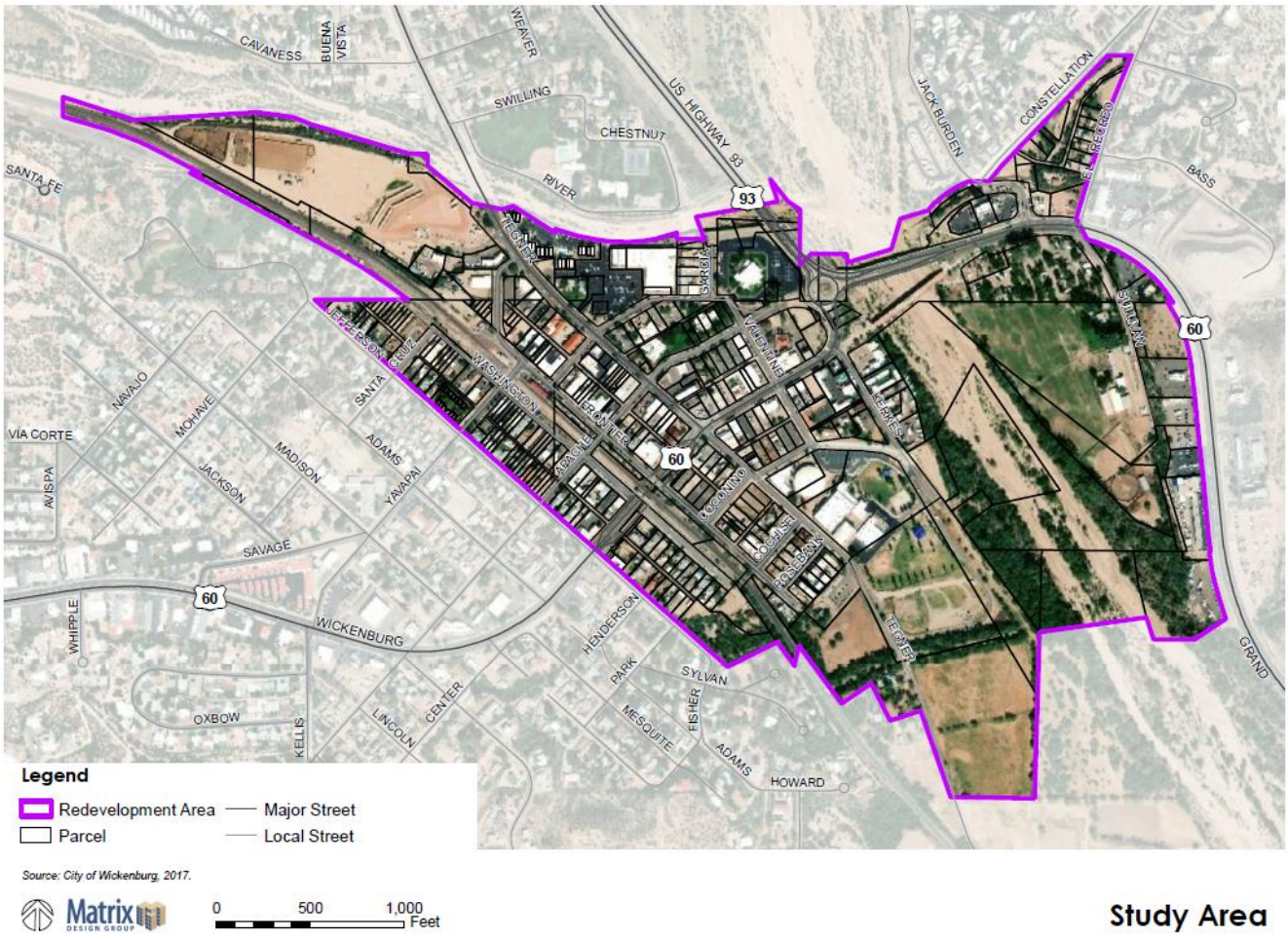
Blight is defined in Chapter 10 Article 10-5 of Wickenburg's Town Code as:

> *"Unsightly conditions including the accumulation of filth or debris; fences characterized by holes, break, rot, crumbling, cracking, peeling, or rusting; landscaping that is dead or damaged through the natural elements; and any other similar condition of disrepair and deterioration."*

Background

The proposed Wickenburg RDA is located in east-central Wickenburg, comprising 198.98 acres. The RDA encompasses Historic Downtown Wickenburg and generally includes properties between Adams Avenue and US 60 with off-shoots on Washington Street and Tegner Street. Figure 1-1 displays the proposed Wickenburg RDA boundary.

Figure 1-1. Wickenburg RDA Boundary Map



Methodology

The process of surveying and assessing the proposed Wickenburg Redevelopment Area was programmatically divided into steps to thoroughly analyze blight conditions for this Findings of Necessity.

The Wickenburg RDA boundary was established based on areas needed improvement within downtown Wickenburg and the areas surrounding downtown

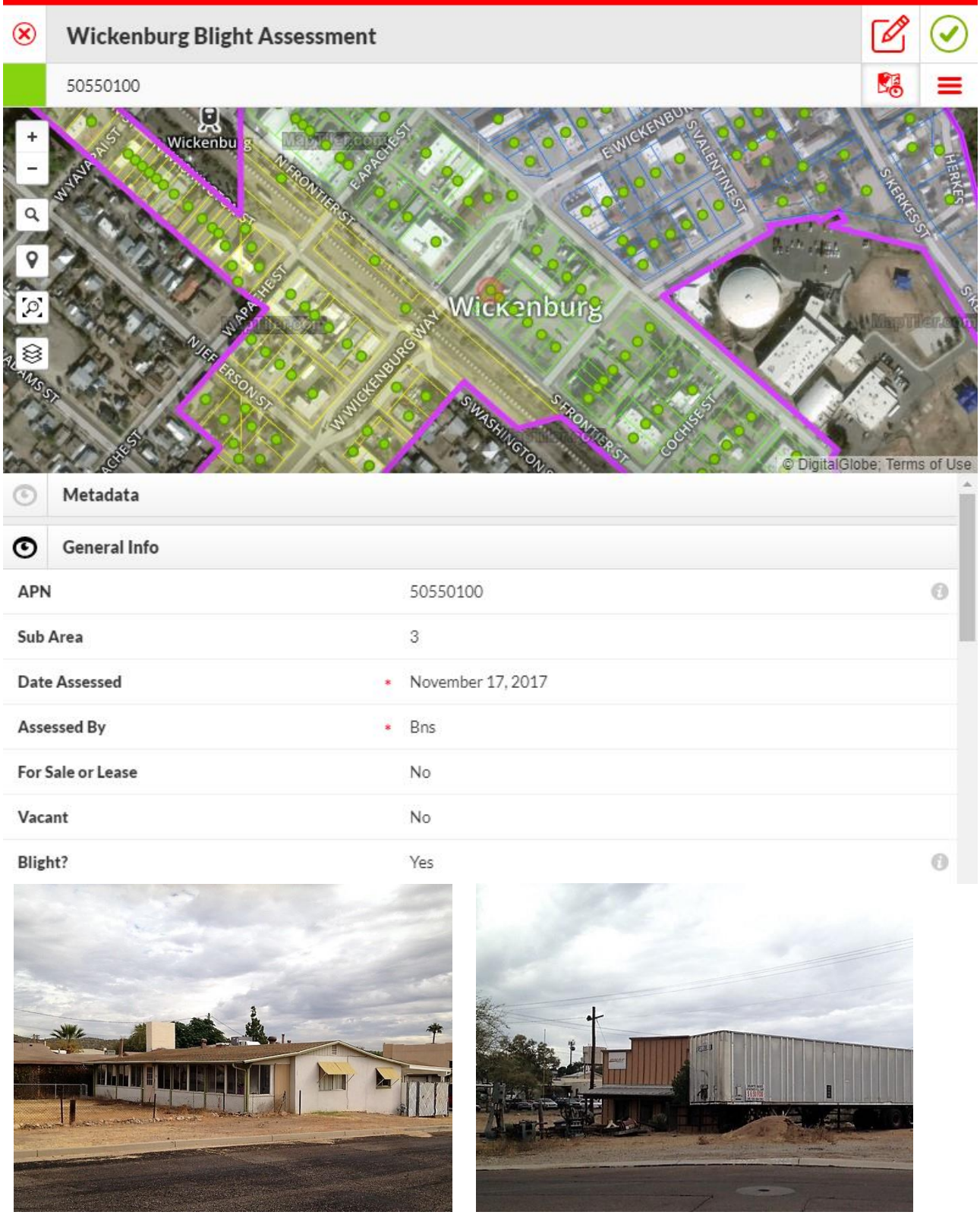
In November of 2017, an initial cursory aerial survey was completed within the proposed Wickenburg RDA boundary to identify areas of concern prior to conducting a detailed on-site field survey. The Maricopa County Assessor's website contains an interactive mapping tool with 2017 aerial imagery and parcel data. These web-based tools were used to analyze the Wickenburg RDA study area as a precursor and preliminary guide for an on-site field survey. In 2019, the Town revised the study area to comply with changes in the State Statutes relative to the RDA size and compactness. As a result, the team conducted an additional aerial survey to identify areas of concern in the new RDA study area.

The Wickenburg RDA study area was divided into four subareas in order to help expedite organizing a field survey and to help locate blight issues.

The field survey team used a mobile data collection application called Fulcrum (www.fulcrumapp.com) to assist with data collection. To further prepare for and facilitate a field survey, parcel data from the Maricopa County Assessor's Office was isolated to the Study Area and then uploaded to Fulcrum. This data was then able to be accessed and edited while on-site.

The on-site field survey was conducted on November 17, 2017 for the original RDA boundary. Following the change in boundary, an additional field survey was conducted on June 29, 2019 to assess the newly added RDA areas, and also to reassess properties within the original boundary. The field surveys were organized and completed systematically by subarea. Each member of the survey team was assigned to a subarea, in which the survey team member assessed each parcel visually for blight conditions, captured a picture of the property, and recorded their assessment in the Fulcrum application (Figure 1-2). If the parcel was identified as containing one or more conditions of blight, the surveyor recorded the property as blighted with a description and photograph of the blight condition. This process was continued until each parcel was assessed.

Figure 1-2. Fulcrum App Example





Sample photos taken during the on-site field survey

Once all of the parcels in the Wickenburg RDA were visually analyzed following the on-site field survey, each parcel's blight assessment was validated through an aerial survey using a combination of the 2019 aerial imagery provided on the Maricopa County's Assessor's website (as shown in Figure 2-3) and Google Maps. This aerial survey also provided the potential to analyze portions of parcels that were inaccessible from an on-site field survey. Results were recorded in Fulcrum in the same manner as the on-site field survey.

Figure 1-3. Screenshot of Maricopa County's Assessor's Website



Upon completion of the field and aerial visual surveys, the information that was recorded in Fulcrum was exported to a geodatabase. After running checks for errors or omissions and correcting any issues, this data was then mapped in ESRI's ArcGIS ArcMap to assess the Wickenburg RDA as a whole and to calculate the scope of blight in the area. Blight was measured initially in two forms: 1) a simple raw parcel count of blighted versus non-blighted parcels and 2) adding up the assessor-provided acreage of the blighted parcels versus non-blighted parcels.

Following are brief descriptions of each subareas' existing conditions. The subareas are shown on Figure 1-4. A detailed review of each parcel is included in the Appendix.

Subarea 1

Subarea 1 is located on the far east side of the RDA, east of the US 93 and US 60 roundabout. The subarea includes properties located both north and south of US 60. Land uses along US 60 generally comprise commercial uses. There are single-family residential uses located between Constellation Road and El Recreo Drive as well as some vacant properties.

Subarea 2

Subarea 2 is primarily centered between Tegner Street and the US 93 and US 60 roundabout, although there is a property located east of this roundabout as well. The majority of the land uses in this subarea are commercial. There are both local shops and restaurants as well as a Bashas' grocery store located within the subarea that have the potential to serve as a commercial anchor for the RDA.

The subarea has direct access to US 60, providing a southwest connection to the metropolitan Phoenix area, as well as access to US 93, providing access northwest to Kingman.

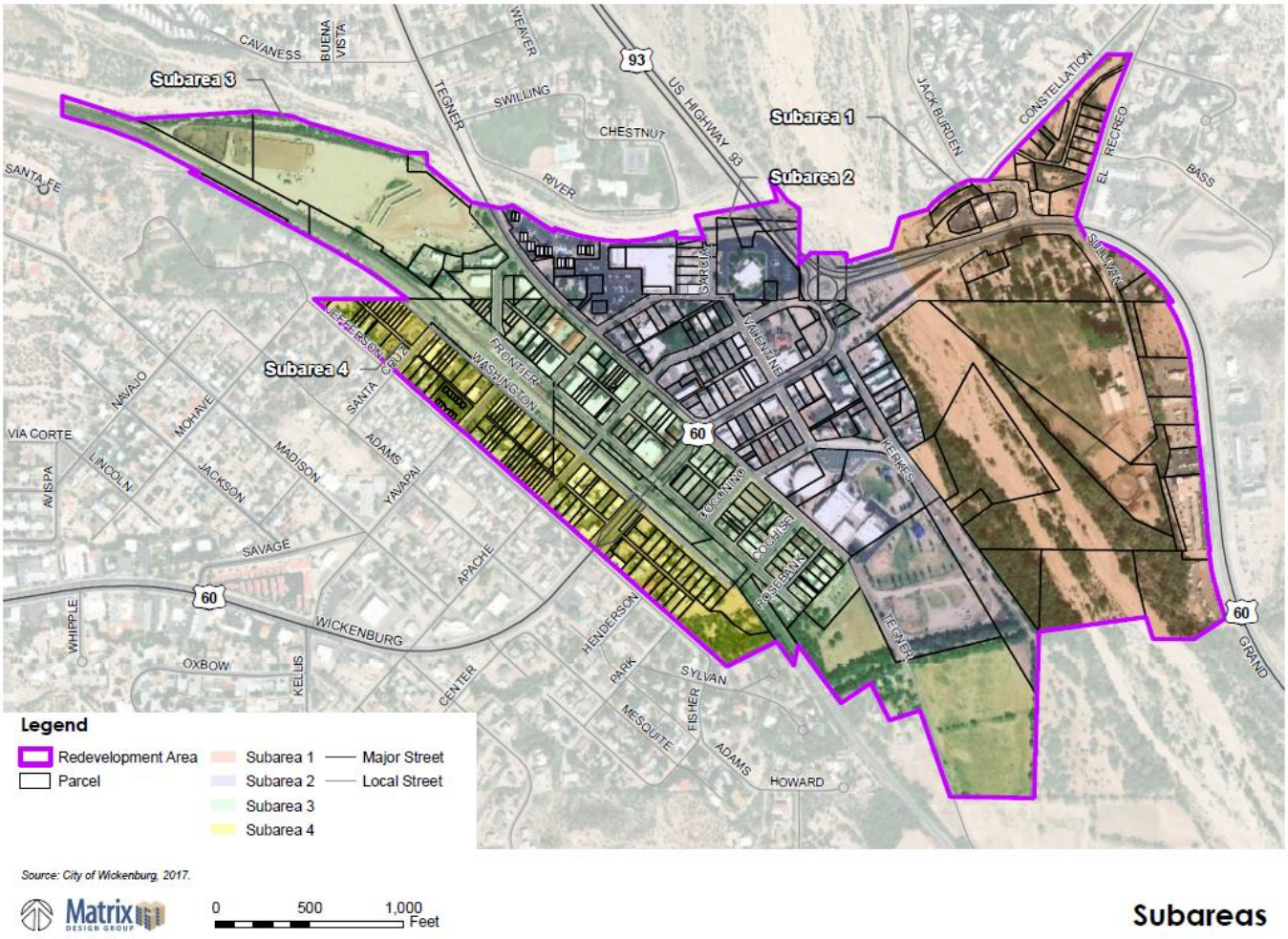
Subarea 3

Subarea 3 is located between Tegner Street and Frontier Street. There are industrial uses in the northwest end of the subarea, that are separated from the rest of the subarea by N Frontier Street. There are additional industrial uses southeast of US 60, which are mixed with commercial uses. Commercial uses are prominent south of N Frontier Street to US 60. Residential uses are located south of Cochise Street, which includes single-family and multi-family residential units in the form of an apartment.

Subarea 4

Subarea 4 is located mainly along the Washington Street and includes parcels along US 60 in between Apache Street and the southeastern side of US 60. Uses along Washington Street are commercial and industrial with some residential at the end. Along US 60, there are mainly commercial uses with a couple of residential uses. The majority of the residential uses within this subarea are located on Adams Street and Jefferson Street, northwest of US 60. These residential units are single-family residential.

Figure 1-4. Wickenburg RDA Subareas



Please see the next page.



2. Determination of Blight

Introduction

Seven of the following nine blight factors were used to assess the Wickenburg RDA and establish a determination of blight per ARS requirements (the "*" indicates the blight factor was not assessed as part of this study). As documented later in this report, conditions exist for the Wickenburg Town Council to make a finding of blight in the Wickenburg RDA Study Area without a review of the two blight factors referenced below.

1. A dominance of defective or inadequate street layout
2. Faulty lot layout in relation to size, adequacy, accessibility or usefulness
3. Unsanitary or unsafe conditions
4. Deterioration of site or other improvements
5. Diversity of ownership
6. Improper or obsolete subdivision platting
7. The existence of conditions that endanger life or property by fire or other causes (including crime)
8. Tax or special assessment delinquency exceeding the fair value of the land*
9. Defective or unusual conditions of title*

As described in Section 1 of this document, each parcel within the proposed Wickenburg RDA was visually assessed for each of the seven blight factors. Based on this assessment, the following blight conditions were observed:

- 286 out of 435 parcels, or 65.75% have at least one blight factor
- 61.3% of the total area (acreage) is determined to be blighted

Table 2-1 summarizes the number of parcels exhibiting one or more blight conditions in the proposed Wickenburg RDA.

Table 2-1. Number of Blight Factors

Number of Factors	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
0	149	34.25%	77.00	38.70%
1	118	27.13%	80.74	40.58%
2	83	19.08%	17.76	8.93%
3	58	13.33%	20.60	10.35%
4	22	5.06%	2.48	1.25%
5 or more	5	1.15%	0.28	0.14%
Parcels with at least 1 Blight Factor	**286**	**65.75%**	**121.98**	**61.30%**

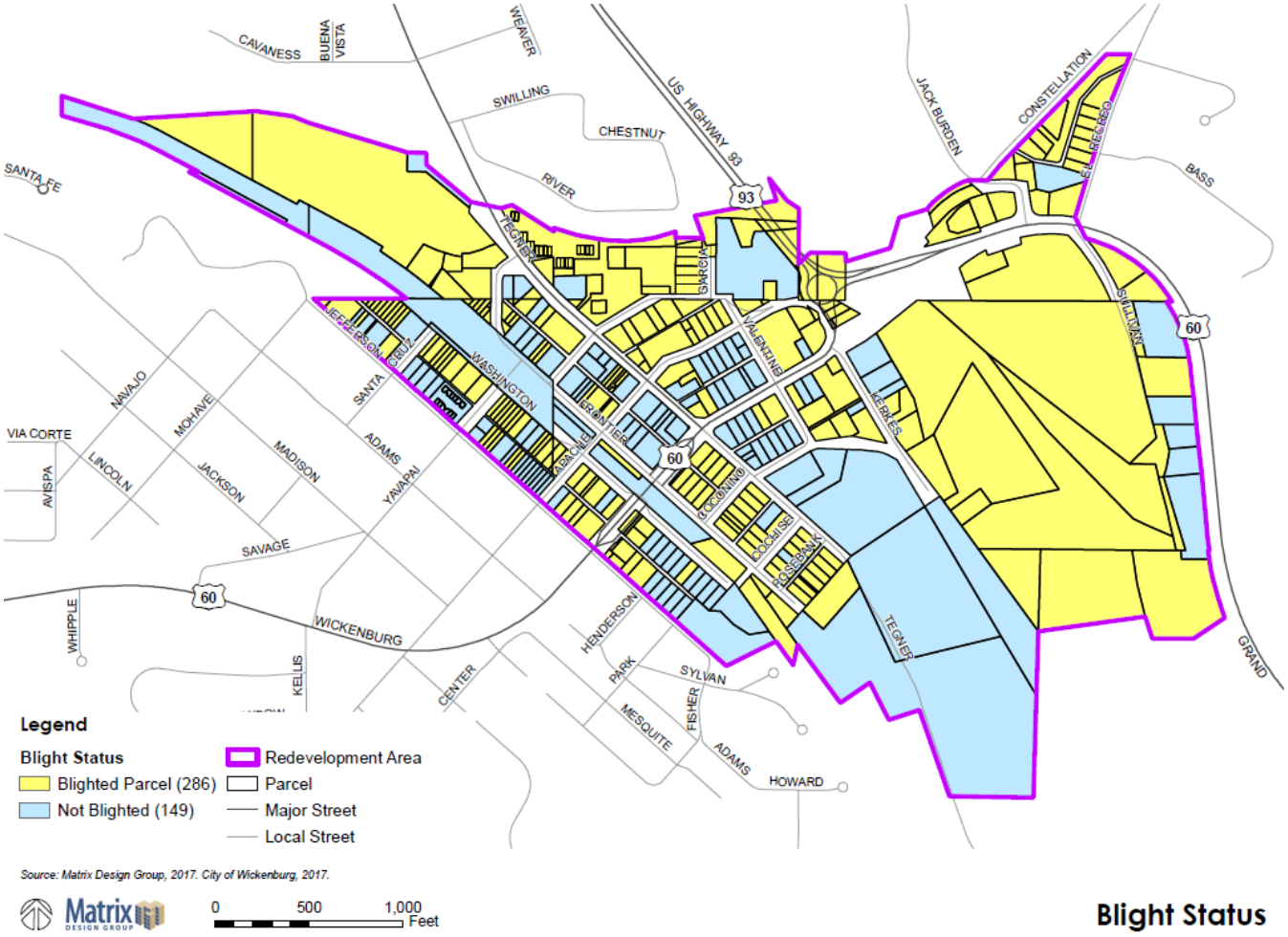
To further analyze the blighted parcels, Table 2-2 indicates the type of blight factor affecting each blighted parcel. As noted below, faulty lot layout was the most common blight factor representing 36.55% of all parcels and 18.31% of the total land area. Other major blight factors include improper or obsolete subdivision platting (32.41% of the total parcels), and diversity of ownership (19.08% of the total parcels)

Table 2-2. Number of Blighted Parcels by Blight Factor

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
1. Dominance of defective or inadequate street layout	80	18.39%	49.77	25.01%
2. Faulty lot layout	159	36.55%	36.44	18.31%
3. Unsanitary or unsafe conditions	28	6.44%	35.84	18.01%
4. Deterioration of site	50	11.49%	20.35	10.23%
5. Diversity of ownership	83	19.08%	11.11	5.58%
6. Improper or obsolete subdivision platting	141	32.41%	26.26	13.20%
7. Conditions that endanger life or property	32	7.36%	10.27	5.16%
8. Tax or special assessment delinquency	Not Assessed			
9. Defective or unusual conditions of title	Not Assessed			

Figure 2-1 displays the total amount of blight assessed within the Wickenburg RDA.

Figure 2-1. Total Blight



Dominance of Defective or Inadequate Street Layout

Dominance of defective or inadequate street layout includes street layouts and roadways that are incapable or inadequate at handing traffic flow. Parcels were determined to be blighted if they contained the following indicators:

- Inaccessible from a public street
- Along confusing or unsafe roadways

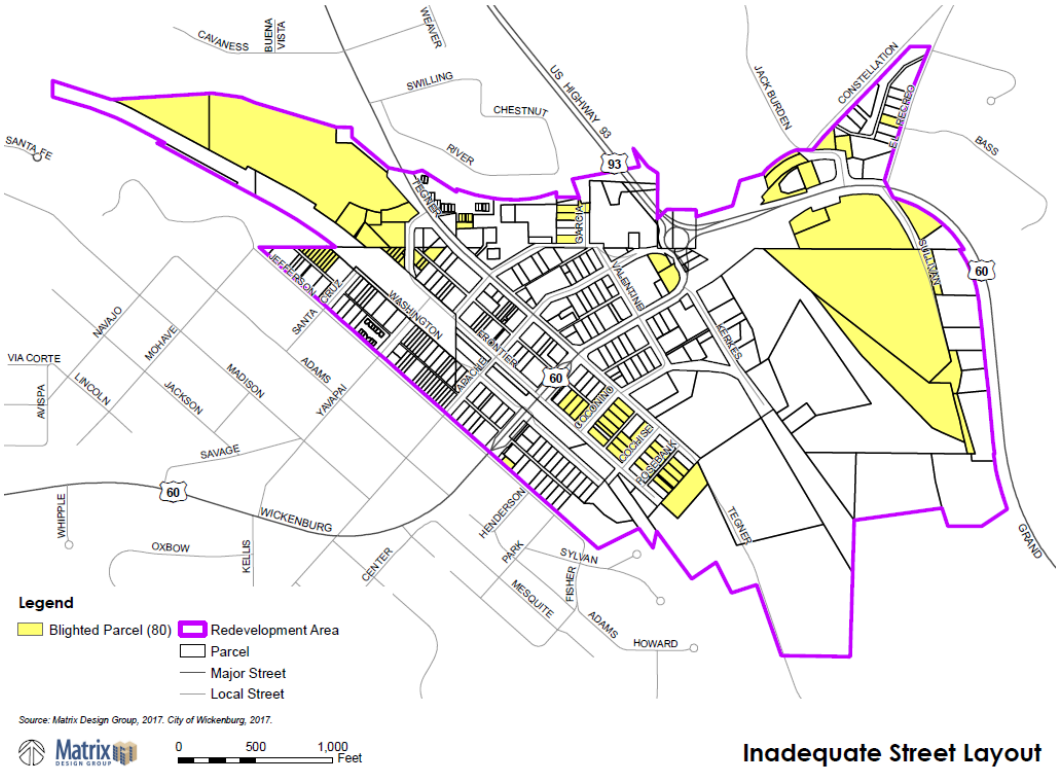
The Wickenburg RDA contains 18.39% of parcels and 25.01% of acres that were determined to be blighted due to a dominance of defective or inadequate street layout.



Parcel does not have any direct access to a public roadway

Table 2-3.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
1. Dominance of defective or inadequate street layout	80	18.39%	49.77	25.01%



Inadequate Street Layout

Faulty Lot Layout

Faulty lot layout includes parcels that are either inadequate in size and/or shape, or properties that are inefficient in supporting appropriate use of land. Parcels were determined to be blighted if they contained the following indicators:

- Parcel size was inadequate to meet needs of use
- Property was difficult to maneuver and / or poorly planned

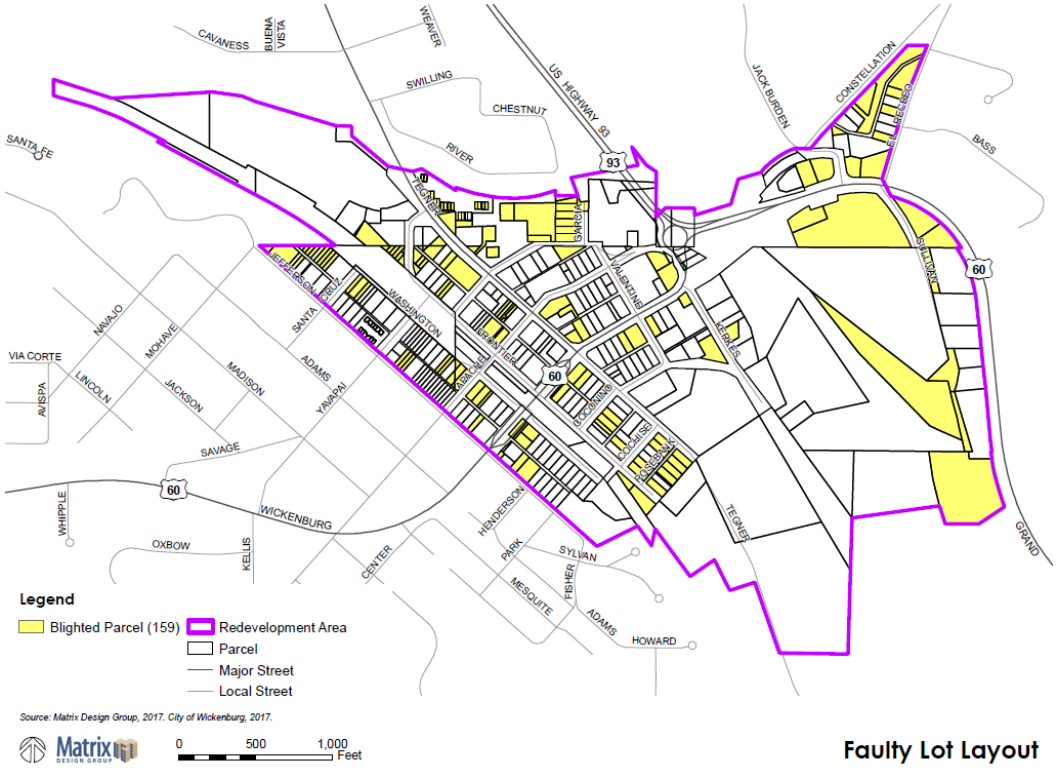
The Wickenburg contains 36.55% of parcels and 18.31% of acres that were determined to be blighted due to a faulty lot layout.



Parcel does is not large enough for full parking lot and does not have direct access to a roadway

Table 2-4.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
2. Faulty lot layout	159	36.55%	36.44	18.31%



Faulty Lot Layout

Unsanitary or Unsafe Conditions

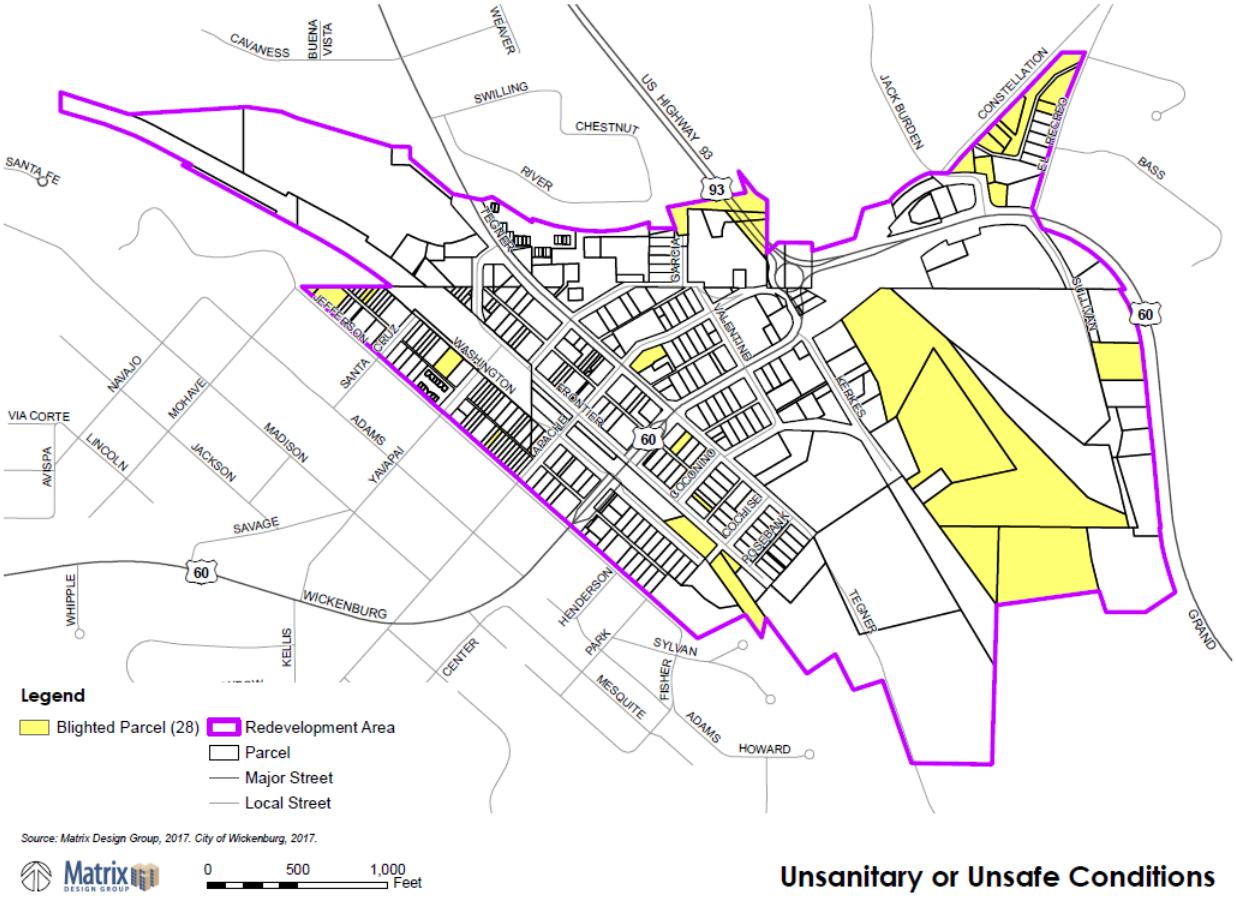
Unsanitary or unsafe conditions includes environments that may be harmful to human health and safety. Parcels were determined to be blighted if they contained the following indicators:

- Uncontrolled solid waste
- Evidence of homelessness
- Excessive animal droppings

The Wickenburg RDA contains 6.44% of parcels and 18.01% of acres that were determined to be blighted due to unsanitary or unsafe conditions.

Table 2-5.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
3. Unsanitary or unsafe conditions	28	6.44%	35.84	18.01%



Deterioration of Site or Other Improvements

Deterioration of site or other improvements includes physical property conditions that detract from the overall appearance. Parcels were determined to be blighted if they contained the following indicators:

- General deterioration from age and weathering
- Unmaintained property
- Major repairs unattended
- Broken windows

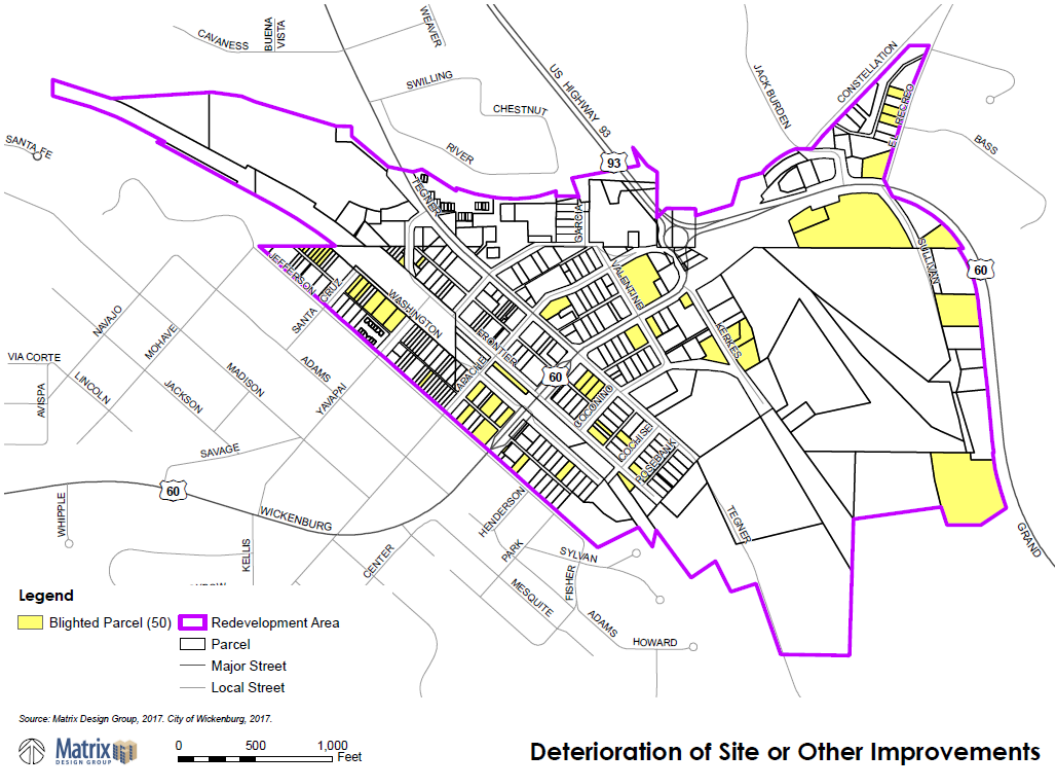
The Wickenburg RDA contains 1.49% of parcels and 10.23% of acres that were determined to be blighted due to deterioration or site or other improvements.



Property has dilapidated windows and doors and unclear walkways

Table 2-6.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
4. Deterioration of site	50	11.49%	20.35	10.23%



Deterioration of Site or Other Improvements

Diversity of Ownership

Diversity of ownership includes buildings that are split between two or more parcels with different property owners, making it difficult to redevelop structures. Parcels were determined to be blighted if they contained the following indicators:

- Single structures split between multiple parcels and property owners

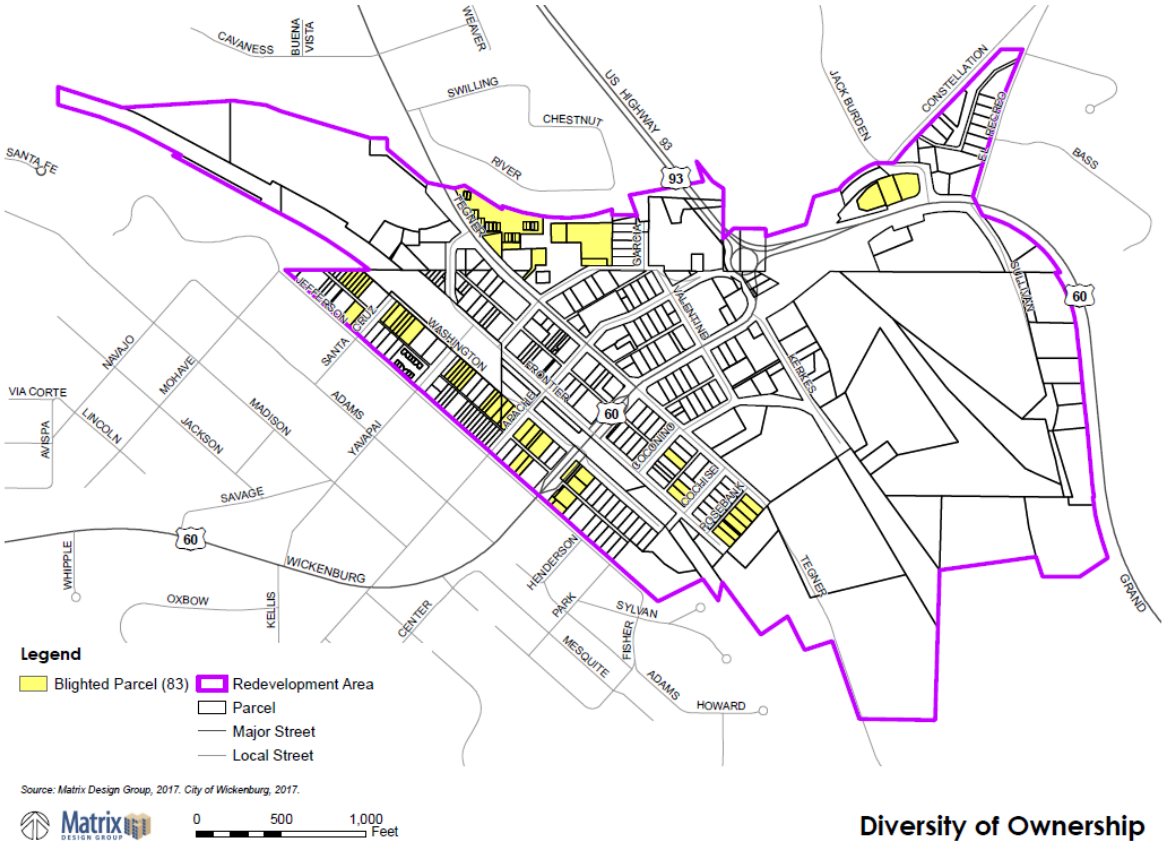
The Wickenburg RDA contains 19.08% of parcels and 5.58% of acres that were determined to be blighted due to a diversity of ownership.



Business is split between three parcels, with two different owners.

Table 2-7.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
5. Diversity of ownership	83	19.08%	11.11	5.58%



Improper or Obsolete Subdivision Platting

Improper or obsolete subdivision platting includes areas that are poorly subdivided, making proper development difficult. Parcels were determined to be blighted if they contained the following indicators:

- Unproductive and / or obsolete parcels
- Inadequate size or location of parcel in relation to street layout and / or land use

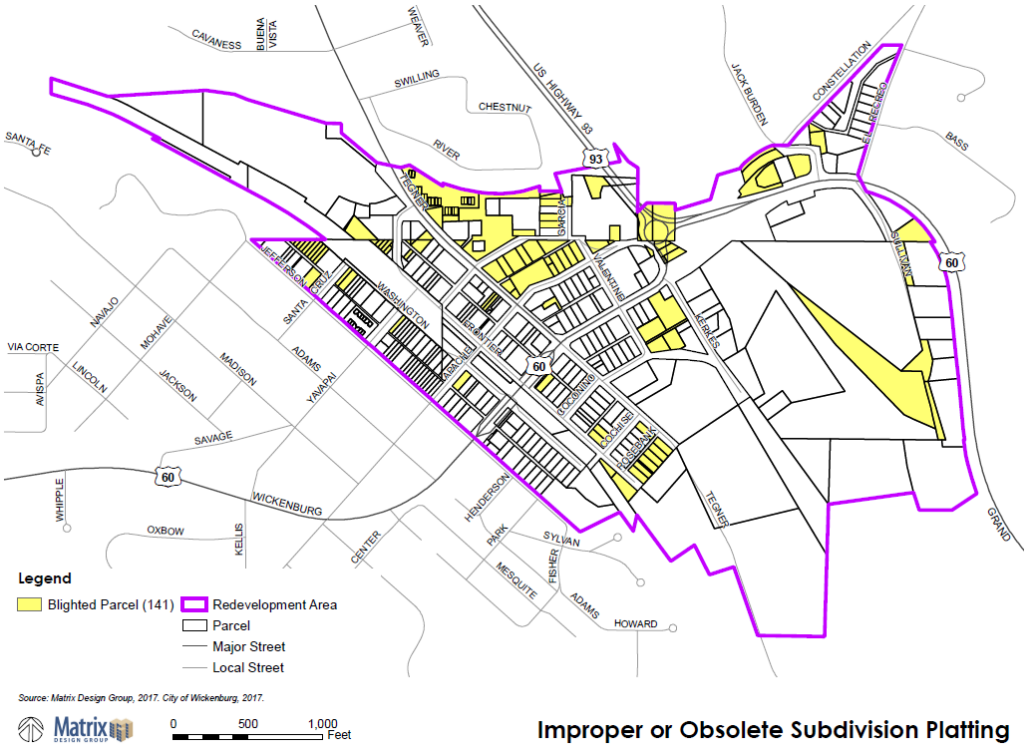
The Wickenburg RDA contains 32.41% of parcels and 13.2% of acres that were determined to be blighted due to a diversity of ownership.



Parcels were subdivided in such a way that does not provide any street frontage or sufficient access to a public roadway.

Table 2-8.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
6. Improper or obsolete subdivision platting	141	32.41%	26.26	13.20%



Improper or Obsolete Subdivision Platting

Conditions that Endanger Life or Property

Conditions that endanger life or property includes properties that contain conditions that pose threats to life or properties by fire, contamination, or other causes. Parcels were determined to be blighted if they contained the following indicators:

- Abandoned vehicles
- Excessive junk
- Code violations
- Blocked entrances
- Vacant buildings
- Structural damage
- High crime rates
- Overcrowding

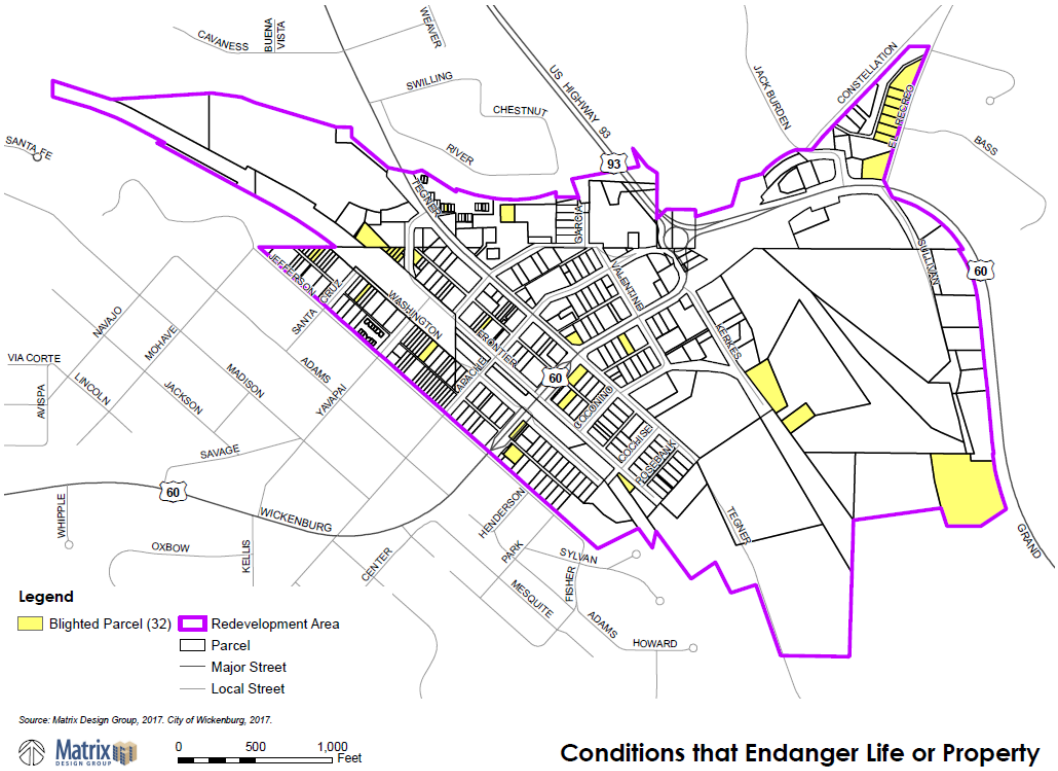


Property presents risk for flooding

The Wickenburg RDA contains 7.36% of parcels and 5.16% of acres that were determined to be blighted due to conditions that endanger life or property.

Table 2-9.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
7. Conditions that endanger life or property	32	7.36%	10.27	5.16%



Conditions that Endanger Life or Property

Additional characteristics that endanger life or property are excessive code violations and crime rates that are substantially above the town average. Code compliance violations and crime rates were collected, analyzed, and mapped at the Census Tract level. Disproportionate amount of code compliance violations and crime rates are an additional indicator of blight that endangers life and / or property. Code compliance and crime statistics in the Wickenburg RDA were compared to the Town of Wickenburg as a whole. The Wickenburg RDA data includes the one census tract that overlaps the study area. The Census Tract is 405.02.

Please see the next page.



3. Conclusion

Conclusion

Arizona law grants local government the authority to declare a redevelopment area due to a predominance of blight. Blight, according to Arizona law, includes the following factors:

1. Dominance of defective or inadequate street layout
2. Faulty lot layout in relation to size, adequacy, accessibility or usefulness
3. Unsanitary or unsafe conditions
4. Deterioration of site or other improvements
5. Diversity of ownership
6. Tax or special assessment delinquency exceeding the fair value of the land
7. Defective or unusual conditions of title
8. Improper or obsolete subdivision platting
9. Existence of conditions that endanger life or property by fire and other causes.

Seven of the nine blight factors were carefully assessed during an on-site field survey and aerial survey of each parcel within the Wickenburg RDA. This analysis found there were 286 out of 435 parcels, or 65.75% that were identified to have at least one blight factor, as well as 61.3% of the total acreage was determined to be blighted. The most common blight factor throughout the Wickenburg RDA was faulty lot layout, which represented 36.55% of all parcels and 18.31% of the total acreage.

Blight Factor	Number of Parcels	Percent (%) of Parcels	Number of Acres	Percent (%) of Acres
1. Dominance of defective or inadequate street layout	80	18.39%	49.77	25.01%
2. Faulty lot layout	159	36.55%	36.44	18.31%
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7. Conditions that endanger life or property	32	7.36%	10.27	5.16%
8. Tax or special assessment delinquency	Not Assessed			
9. Defective or unusual conditions of title	Not Assessed			

Improper or obsolete subdivision platting and diversity of ownership are two other major blight factors identified within the Wickenburg RDA, representing 32.41% and 19.08% of the total parcels respectively.

This report shows there is a predominance of blight present in the Wickenburg RDA per Arizona Revised Statutes §36-1471 et seq. It is in the opinion of Matrix Design Group that the Wickenburg Town Council could make a finding of blight in the Wickenburg RDA study area. Establishing the Wickenburg RDA is in the residents' interest of public health, safety, morals and welfare.

Town of Wickenburg

Matrix DESIGN GROUP

Town of Wickenburg

For more information contact:

Town of Wickenburg
Economic Development
and Community Relations

Phone: 928-668-0522

Matrix DESIGN GROUP

Appendix 3

Forms

FEDERAL NON-COLLUSION AFFIDAVIT
SAN LUIS DOWNTOWN REDEVELOPMENT PLAN
RFP EDD-2021-004

State of Arizona

County of Maricopa

Jeff Velasquez, **affiant, the**

Vice President and Project Manager **of**
(TITLE)

J2 Engineering & Environmental Design, LLC
(NAME OF COMPANY)

The person, corporation, or company responsible for the accompanying State of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm, or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

Vice President and Project Manager
(TITLE)

Subscribe and sworn to before me this
16TH **Day of** February, **20** 21.

Cena M. Orem
SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE
COUNTY OF Maricopa
STATE OF Arizona

CENA M OREM
Notary Public - Arizona
Maricopa County
Commission # 571438
My Comm. Expires Nov 29, 2023

(My Commission Expires Nov 29TH, **20**23**).**

CERTIFICATIONS SIGNATURE FORM

Return this page with Response.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Jeff Velasquez, PLA, ASLA	
(Typed Name of Official)	(Signature of Official)
J2 Engineering & Environmental Design, LLC	February 16, 2021
(Typed Name of Firm)	(Date)


ARTWORK FESTIVALS DESTINATION
CULTURE FESTIVALS COMMUNITY
ARTWORK BINATIONAL FOCUS
ECONOMIC REVITALIZATION
CULTURE FESTIVAL COMMUNITY
ARTWORK HISTORY COMMUNITY
ECONOMIC REVITALIZATION DESTINATION
CULTURE ECONOMIC
FOCUS HISTORY COMMUNITY
ECONOMIC REVITALIZATION DESTINATION
CULTURE FESTIVALS COMMUNITY
ARTWORK HISTORY BINATIONAL
ARTWORK FESTIVALS DESTINATION
CULTURE ECONOMIC REVITALIZATION

SAN LUIS DOWNTOWN REDEVELOPMENT PLAN RFP

Request for Proposals Issued by the City of San Luis, Arizona

Submission Due Date: Tuesday February 16, 2021 by 3:00 PM

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Background

The City of San Luis is in southwestern Arizona along the Colorado River and immediately adjacent to the international border between the United States and Mexico. It is the border town to San Luis Rio Colorado, Sonora, Mexico. San Luis is approximately 205 miles from Phoenix, AZ, 200 miles from San Diego, CA, and 75 miles from El Golfo de Santa Clara, Sonora, Mexico.

Over the last couple decades, San Luis has experienced rapid growth rate. In 2010, the U.S. Census recorded a population of 25,505 and the estimated population in 2020 is 39,390. As population grows, additional residential, commercial, and industrial development is expected.

Some of the most productive agricultural lands in the nation are adjacent to San Luis. Farming provides year-round crops production and provides jobs for thousands of people throughout the region including those that cross from Mexico every day to work. San Luis experiences daily transient traffic of thousands of people that participate in the regional labor or professional work force.

As a border town, San Luis has two land ports of entry, one for commercial traffic only (LPOE II), and one for personal vehicles and pedestrians (LPOE I). The San Luis LPOE I has experienced a 58% increase in the number of personal vehicles processed since 2010. The higher volume and outdated facilities create long wait times, leading to traffic backup in downtown San Luis. The region's agriculture and the port activity are key economic drivers for San Luis and the Greater Yuma County.

San Luis Rio Colorado, Mexico is also growing significantly and is estimated to be nearly 200,000 in population. As a result, vehicular and pedestrian traffic from Mexico through Arizona ports and through San Luis specifically has reached volumes totaling 3,062,225 vehicles and 2,593,951 pedestrians. The San Luis LPOE II is approximately five miles east of San Luis LPOE I. It is located on Avenue E, south of county 24th Street. The POE is on 80 acres and includes three incoming lanes from Mexico and two outgoing lanes into Mexico. Commercial freight through LPOE II has also been experiencing an increase in users and serves as an important gateway to international commerce.

Main Street/Highway 95 and Cesar Chavez Boulevard/State Route 195 are the major transportation routes serving the City of San Luis. These routes provide connectivity to Interstate 8 as well as to cities to the north such as Somerton and Yuma. Historically during the peak agricultural season, October to March, the main arterial roads as well as many collector roads connect to LPOE I and commercial areas congested by vehicular as well as by pedestrian traffic.

Downtown Redevelopment Planning Area

Arizona Revised Statutes 36-1479 defines the requirements for the preparation and approval of redevelopment plans. The adopted/ratified San Luis General Plan provides future development direction and determined that the downtown area is targeted for redevelopment and economic development. The Downtown Redevelopment Plan will establish the boundaries of the redevelopment area. The plan will serve as the City's guiding document for prioritizing budgetary needs and key activities for land uses, improved traffic patterns, public utilities, community facilities, and other public improvements. Within the redevelopment area, all proposed land uses and building requirements will be identified.

Project Purpose

The project purpose is to establish a redevelopment area and redevelopment plan for the area considered San Luis Downtown. The redevelopment plan will comply with the City's General Plan and serve as a General Plan Update. The San Luis General Plan was adopted by the City Council in June 2020 and ratified by election in November 2020. The General Plan serves as the community's blueprint for development. The General Plan is the guiding document that identifies goals, policies, programs, and projects for future growth. The Plan assist City Staff, the Planning & Zoning Commission, City Council, and citizens in shaping San Luis regulatory tools (zoning, subdivision, and other codes), strategic planning, and capital improvement planning.

Outcomes

The San Luis Downtown Redevelopment Plan will amend the current General Plan and provide more specificity to guide future growth within the downtown area. The Downtown Redevelopment Plan outcomes will include:

1. Defined redevelopment area boundaries to include land/building inventory and existing conditions within the redevelopment area that will include identification of blighted areas. The redevelopment area and any designations will be adopted by resolution by the City Council
2. Vision statement that will guide decision-making and is reflective of the unique multi-cultural border community's character, values, goals, and priorities.
3. Identification of current challenges and opportunities facing the downtown area addressing land use, mobility and transportation, infrastructure, and economic sustainability.
4. Best practices and innovation for positioning San Luis Downtown for long-term sustainability within the dynamic binational region.
5. Creation and evaluation of conceptual downtown redevelopment scenarios and identification/evaluation of a preferred redevelopment plan and strategy.
6. Goals and policies related to economic development, housing, infrastructure, and environment as well as all required General Plan elements.
7. An implementation plan to include financing options and priorities to realize downtown redevelopment vision.

Downtown Redevelopment Plan Consensus Building Process

Identify city aspirations and define a vision that will guide the City's downtown redevelopment policy. Effective engagement during the process and consensus-building throughout is critical to ensure City Council's adoption and ultimate implementation. The following are intended to be the minimum process engagement activities.

1. Develop a Public Participation Plan that identifies an involvement strategy and methodology as well as process timetable for receiving business and stakeholder input. The Plan must also determine how input and ultimately adoption by the City of San Luis will be achieved.
2. Work with a Steering Committee to provide guidance and input throughout the process.
3. Conduct focused meetings with key downtown user groups.
4. Facilitate two downtown community workshops held at critical planning milestones. Use state-of-the-art, innovative techniques (interactive tools, visual preference, etc.) to solicit input in a bilingual community to ensure that everyone has an opportunity to participate or provide input.
5. Provide written record and summaries of the engagement meeting results and communication strategies.

6. Help to build consensus and agreement on the Downtown Redevelopment Plan and if consensus is not possible, provide information for informed decision-making.
7. Presentation to the Planning & Zoning Commission and City Council at critical planning milestones (e.g., redevelopment area boundaries) and final adoption.
8. Project information and Website content to communicate about the Downtown Redevelopment Plan process and outcomes.

Scope of Work

The Downtown Redevelopment Plan shall include, at a minimum:

1. A statement of the boundaries of the redevelopment project area.
2. A map showing the existing uses and conditions of the real property within the redevelopment project area.
3. A land use plan showing proposed uses of the real property within the redevelopment project area.
4. Information showing the standards of population densities, land coverage, and building intensities in the area after redevelopment.
5. A statement of proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes, and ordinances.
6. A statement as to the kind and number of site improvements and additional public utilities which will be required to support the new land uses in the area after redevelopment.
7. A statement of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenues from its disposal to redevelopers.
8. A statement of the proposed method of financing of the redevelopment project.
9. A statement of a feasible method proposed for the relocation of families to be displaced from the redevelopment project area.

Redevelopment Plan Adoption

The consultant will prepare the redevelopment plan and submit to the San Luis planning commission for review for compliance with the general plan. The commission will submit written recommendations on the redevelopment plan within 30 days after receipt of the plan for review. The consultant will produce a revised plan incorporating commission changes and present to the San Luis Council during a public hearing for the redevelopment plan (or substantial modifications) adoption. Prior to the public hearing, the city with assistance from the consultant, must notify each owner of real property located within the boundaries of a proposed redevelopment plan area of the time, date, and location of a public meeting concerning the proposed adoption of the redevelopment plan. The city will provide a notice (time, place, and hearing purpose) by first class mail and publish public notice in a newspaper, once each week for two consecutive weeks, the last publication to be at least ten days prior to the date set for hearing. The city council must approve the redevelopment plan by a two-thirds vote.

Anticipated Schedule

The consultant shall develop a project schedule to achieve an adopted Downtown Redevelopment Plan. The consultant should take into consideration that project funding will occur over two fiscal years.

Availability of Funds

The City of San Luis recognizes that this project will be completed over two fiscal years and currently has funding for FY 2020-2021 and a commitment to provide funding to finish the project in the FY 2021-2022 budget. The response to this RFP will assist the City of San Luis to allocate the appropriate funding to complete the tasks outlined and produce products to create city's downtown redevelopment plan.

Submittal Requirements

Important Dates

RFP Release Date	Tuesday, January 12, 2021
Questions Due	Tuesday, January 26, 2021 by 2:00 PM
Pre-Proposal Conference via Zoom	Tuesday, February 2, 2021 2:00 PM
Responses to Questions	Tuesday, February 9, 2021 by EOD
Proposals Due	Tuesday, February 16, 2021 by 3:00 PM
Interviews (tentative) via Zoom	Tuesday, February 23, 2021

Proposal Requirements

Interested firms shall submit their qualifications to include the following:

- **Letter of Commitment**: The firm's letter of commitment should identify the firms and key staff who will be working on the project, and commit them for the duration of the project, if selected. The letter should also state that the firm has read and understand the RFP requirements. This letter must be signed by a duly authorized official of the appropriate firm.
- **Methodology and Approach**: Provide a comprehensive description of how the Scope of Work will be completed and how milestones will be reached.
- **Schedule**: Include a project schedule by task with an estimated timeframe for delivering a final document and approval process.
- **Qualifications:** Narrative explaining the qualifications (each firm and key personnel assigned to project) to meet the terms of the RFP. Identify the team's project manager and specifically delineate project management qualifications. Writing samples demonstrating the ability to condense and concisely present large amounts of information should be provided. Describe the firm(s) ability to integrate this project into the firm's present workload.
- **References:** Summary of the firm's recent experience on similar planning projects. Provide four (4) similar project references: Provide names and contact information of previous clients with a detailed description of the type of project completed and the firm/person's role on the project, project timeframe and date completed, and provide the client project manager.
- **Project Roles:** A description of each staff member or subconsultant who will be involved with this project and their roles. Provide a percentage of time for each person.
- **Fees:** A budget, including a cost for each task and a lump sum cost for the entire project. Detail all rates for the allocation of key staff personnel and subcontractors assigned. This schedule of rates should include all information regarding reimbursable, ancillary services, payment schedules to subcontractors, add-ons, etc. This project will be funded over two City budget cycles. Provide a fee schedule that takes into consideration the products requested, required target deadlines, and how current approved funding will be allocated as well as the amount of additional funding (and how it will be allocated) needed to complete the tasks outlined.

Evaluation Criteria and Procedures

The following is a list of points that will be used to evaluate proposals:

Proposer Qualifications and Experience	40 points
Methods and Approach	30 points
Creativity and Understanding of San Luis	20 points
Proposed Fees and Costs	10 points

The evaluation will address the following.

- Quality and completeness of the response: The City will evaluate proposals based on their quality, clarity, and demonstrated understanding of the project objectives. The proposal must include a plan outlining how each item in the Scope of Work will be addressed.
- Implementation Schedule: The City will also evaluate proposals based on their ability to complete the project within the timeframe specified by the City, and on how the firm delineates its timeline in its submission. The proposal must include an implementation schedule that lists all milestones for the development and implementation of project deliverables. It will also address the deliverables for funding over the two budget cycles.
- Cost-effectiveness of the proposal: A Cost proposal outline must accompany the submission for each task and associated cost in the Scope of Work and show the ability to complete all project tasks.
- Qualifications and relevant experience with respect to the tasks to be performed: The proposer must provide a list of all person(s) who will be assigned work pursuant to this RFP (including subcontractors), as well as their resumes showing qualifications, educational background, training, and experience.
- Reputation among previous clients and previous experience: The proposer must submit four (4) references from projects of similar scope and nature. The City encourages submission of sample reports or products from previous projects.

Submission Deadline and Instructions

Submit five (5) paper copies and one (1) electronic copy of the proposal in a sealed envelope that is clearly marked in lower left-hand corner, **"PROPOSAL FOR SAN LUIS DOWNTOWN REDEVELOPMENT PLAN"** no later than **3:00 PM, Tuesday, February 16, 2021**.

Responses must be sent to:

Sonia Cornelio, City Clerk
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Responses must be thorough, but concise. The response will be judged as an example of the team's writing and graphic capabilities. The response should not exceed 25 pages (excluding letter of commitment, cover, table of content, resumes, and additional samples of work). The pages shall be on standard 8.5" x 11" sheets of paper with 12-point font.

The City will not accept facsimile (faxed), emailed, or late proposals. The City reserves the right to reject any or all proposals or accept what is, in its judgement, the proposal which is in the City's best interest. The City further

reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any and all proposals submitted.

During the RFP selection process, all proposals shall remain confidential. The entire selection process (procurement) file shall be open to the public (which includes all proposers) after an agreement is approved by the City, except those items for which confidentiality has been requested in writing by the Proposer and as permitted by law.

Questions and Answers

All questions regarding this RFP must be submitted by email to Jenny Torres, City of San Luis, at jtorres@sanluisaz.gov by **2:00 PM Tuesday, January 26, 2021**. A pre-proposal Zoom conference will be held on **Tuesday, February 2, 2021 at 2:00 PM**. Please contact Jenny Torres to register to participate in the pre-proposal conference (via Zoom). Addenda, reports, and responses to questions and answers will be distributed by **EOD on Tuesday, February 9, 2021**.

Interviews

The City will require qualified finalists to give presentations. The City will notify finalists of the time, date and location. The City plans to conduct interviews (in person or via Zoom) with selected firms tentatively on **Tuesday, February 23, 2021**. Presentations will provide an opportunity for the City to obtain a greater understanding of the following.

- The extent of the firm's depth of knowledge of the subject matter; specifically, redevelopment regulations.
- Whether the methods and resources that will be used by the firm in performing services to achieve the project goals and objectives are appropriate and cost effective.
- The firm's ability to draw together specialists and professionals with the necessary skills and experience to contribute to the overall project.
- The primary features and benefits of their proposal.
- The public presentation skills of the proposers.
- The ability of the consultant to communicate how the schedule, tasks, and budget will be met.

Presentation format will be at the discretion of the proposers. Presentations will be limited to one-hour period per respondent, which includes questions. All key managerial personnel, as well as key personnel working on the project, must attend the proposal presentation. Any costs incurred by the respondents in preparing or submitting a response to this RFP or interviewing for this project shall be the respondents' sole responsibility.

Notification of Award

The City will notify the successful respondent by telephone, followed by written confirmation. Each respondent whose proposal is not accepted will receive notification by mail. The City of San Luis will authorize the award of a contract to the successful respondent. If a contract cannot be finalized within thirty (30) days of the award, the City reserves the right to enter negotiations with another respondent.

Respondents not selected have ten business days from email delivery notification to initiate a written protest. The City of San Luis reserves the right to reject any or all responses; to make modifications to, or waive irregularities of information in any RFP, if city staff deems this to be in the best interest of the City of San Luis. The City may decide to readvertise the RFP and/or to take any steps determined prudent to resolve the protest.

Insurance Requirements

Respondent shall maintain in effect, at all times during the term of a City contract, insurance adequate to protect the City and its agents, representatives, officers, officials, and employees against such losses as set forth below. Selected respondent shall provide City with a current Certificate of Insurance or a certified copy of the insurance policy naming the City as an additional insured (except for Errors and Omissions/Professional Liability coverage).

The following types and amounts of insurance are required as minimums:

The selected consultant agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the consultant shall furnish to the City a certificate or certificates in form that is satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five (45) days' prior written shall have been given to the City. Kinds and amounts of insurance required are as follows:

Insurance

The CONTRACTOR must provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability-Occurrence Form

General Liability/Aggregate	$1,000,000/$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$2,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one fire)	$100,000
Medical Expense (Any one person)	Optional

Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident For Bodily Injury and Property Damage	$ 1,000,000

Workers Compensation and Employers Liability:

Workers Compensation	State Statutory
Employers Liability: Each Accident	$ 100,000
Disease - Each Employee	$ 100,000
Disease - Policy Limit	$ 100,000

Liquor Liability

Liquor Liability/Aggregate	$ 1,000,000

Consultant acknowledges that amounts of insurance coverage stated above shall not limit its liability while performing under a contract.

Indemnity

To the fullest extent allowable by law, Consultant shall defend, indemnify, and hold harmless the City and its representatives, officers, officials, and employees (the "Indemnities") from and against any and all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or resulting from Consultant's negligent acts, errors, mistakes, or omissions in the performance of this Contract. Consultant's duty to defend, hold harmless and indemnify the Indemnitees hall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Contract (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

FEDERAL NON-COLLUSION AFFIDAVIT
SAN LUIS DOWNTOWN REDEVELOPMENT PLAN
RFP EDD-2021-004

State of Arizona

County of _____

_____, affiant, the

_____ of
(TITLE)

_____
(NAME OF COMPANY)

The person, corporation, or company responsible for the accompanying State of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm, or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

_____

_____
(TITLE)

Subscribe and sworn to before me this
_____Day of _____, 20____.

_____
SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires_____, 20____).

ATTACHMENT "A"

FEDERAL REQUIREMENTS

CERTIFICATIONS

The undersigned is fully aware that the Downtown Redevelopment Plan services provided to the City of San Luis may be either wholly or partially federally funded and hereby agrees to abide by the following:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions, and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive

Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuou8s places available to employees and applicants for employment.

6. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.

8. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1085, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9. In the event of the contractor's noncompliance with the nondiscrimination clauses off this contract or with any of such rules, regulation or orders, this contract may be cancelled, terminate, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

10. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

    [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES – SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
   a. Recruitment, advertising, and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;
   d. Job assignments, job classifications, organizational structures, position descriptions, line of progression and seniority lists;
   e. Leaves of absence, sick leave or any other leave;
   f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
   g. Activities sponsored by the contractor including social or recreational programs; and
   h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
   a. Recruitment, advertising, and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;
   d. Job assignments, job classifications organizational structures, position descriptions, lines of progression and seniority lists;
   e. Leaves of absence, sick leave or any other leave;
   f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
   g. Activities sponsored by the contactor including social;

h. Any other term, condition, or privilege of employment.

4. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e., providing Braille or large print versions of the notice or posting a copy of the notice ant a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees, or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes and electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

6. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

7. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERD MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this proposal certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of their knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Recipient, Consultants, State of Arizona Department of Housing (ADOH), U.S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of San Luis or Consultants.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of San Luis or Consultants that develops at any time during this contract will be immediately disclosed to the City of San Luis and Consultants.

ANTI-LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with Response.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

(Typed Name of Official) (Signature of Official)

_____ _____

(Typed Name of Firm) (Date)

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") made the 10 day of March 2021 between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and J2 Engineering and Environmental Design, LLC, an Arizona corporation, authorized to do business in the State of Arizona ("CONSULTANT"). CONSULTANT and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

The Parties entered into this Agreement based on the following facts, understanding and intentions of the Parties:

A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project"); and

B. CITY issued a Request for Proposal, seeking proposals from vendors for professional consulting services, which RFP is attached hereto as Exhibit 1; and

C. CONSULTANT has made a Proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit 2; and

D. CITY desires to engage CONSULTANT and CONSULTANT agrees to render professional services to perform certain specific duties and produce the specific work as set forth in the Proposal; and

E. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing introduction and Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONSULTANT hereby agree as follows:

SECTION ONE.
DESCRIPTION OF PROJECT

The Project is described in the attached Exhibit 1 and Exhibit 2, February 16, 2021, proposal for The City of San Luis Downtown Redevelopment Plan by J2 Engineering and Environmental Design, LLC.

SECTION TWO.
PROPOSAL SUBMITTAL

The Parties mutually agree that the attached Exhibit 1 and Exhibit 2, as described in Section One above is incorporated in this Agreement by this reference.

SECTION THREE.
SCOPE OF WORK

CONSULTANT shall provide the Services as set forth in the Scope of Work described in the Proposal and RFP as attached to and incorporated in this Agreement by this reference.

SECTION FOUR.
SCOPE OF WORK—ADDITIONAL SERVICES

CITY and CONSULTANT understand that it may be necessary for the CONSULTANT to perform or secure the performance of consulting and related services other than those set forth in the proposal. If the CITY requests additional services, CONSULTANT shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the services. CONSULTANT shall not proceed to perform any such additional service until CITY has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis Economic Development Manager (referred to as the "Economic Development Manager") or the San Luis City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

SECTION FIVE.
AUTHORITY OF THE ECONOMIC DEVELOPMENT MANAGER

CONSULTANT shall perform all necessary services provided under the Agreement and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the Economic Development Manager. The Economic Development Manager reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the Agreement. The Economic Development Manager is authorized to execute the change orders on behalf of the CITY.

SECTION SIX.
RESPONSIBILITY OF CONSULTANT

By executing this Agreement, CONSULTANT represents and states to CITY that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. CONSULTANT further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

SECTION SEVEN.
INDEPENDENT CONTRACTOR

The Parties to this Agreement agree that CONSULTANT, his employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that CONSULTANT's employees, agents and subcontractors shall not be considered to be employees or agents of CITY, for any purpose, whatsoever, and will not be entitled to any of the benefits CITY provides for its employees. Rights of the CONSULTANT as an independent contractor include, but are not limited to, control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include, but are not limited to, inspection and approval of the work and the right to contract with others to perform the work.

SECTION EIGHT.
MATERIALS AND EQUIPMENT

CONSULTANT shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Agreement.

SECTION NINE.
DIGITAL FILES

CONSULTANT shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY. All other deliverables shall be in accordance with the RFQ and Proposal.

SECTION TEN.
EMPLOYMENT OF PERSONNEL

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel.

SECTION ELEVEN.
TIME OF PERFORMANCE

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in accordance with the proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. CONSULTANT's performance of the Project starts March 10, 2021, and shall be completed on or before June 30, 2022.

SECTION TWELVE.
COMPENSATION

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the proposal for $172,000.00. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis. The satisfactory performance will be determined as described in Section Five. The consultant's billing statements shall be paid within sixty (60) days of the statement date. The CITY agrees that it will review the CONSULTANT's statement upon receipt and will advise the CONSULTANT of any objection to or dispute with the statement and the work reflected in the statement within sixty (60) days of the statement date. In the event the CITY disputes part of the CONSULTANT's bill, the undisputed part shall be paid within thirty (30) days of the statement date. Without liability, the CONSULTANT reserves the right to withhold delivery of services, testimony, reports or data (written or oral), or suspend work, if the account on this agreement is not current. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding invoices that are past due.

SECTION THIRTEEN.
ASSIGNMENT

CONSULTANT shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

SECTION FOURTEEN.
INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or

caused in whole or in part by acts or omissions of CONSULTANT (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to CONSULTANT's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties. Notwithstanding the foregoing, but without limiting insurance coverage provided by Section 15 of this Agreement, CONSULTANT, and its partners, agents and employees, shall not be liable to CITY, whether jointly severally or individually, in excess of the compensation paid to the CONSULTANT under any Agreement as a result of any act or omission not amounting to willful or intentional wrong. CITY hereby agrees that to the fullest extent permitted by law, but without limiting insurance coverage provided by Section 15 of this Agreement, CONSULTANT shall not be liable to CITY for any special indirect or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

SECTION FIFTEEN.
INSURANCE

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss in accordance with the terms of this Agreement, will be available to CITY.

Without in any way limiting CONSULTANT's liability pursuant to the indemnification described above, CONSULTANT shall maintain, during the term of this Agreement, the following types and amounts of insurance:

Coverage Type	Coverage Amounts- Minimum Limits
Commercial General Liability, including:	$1,000,000 Combined Single Limit, per
Premises and Operations Contractual Liability	occurrence and $2,000,000 general aggregate
Personal-Injury Liability	
Independent Contractors Liability	

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

Comprehensive Automobile Liability (including, owned, non-owned and hired autos)	$1,000,000 Combined Single Limit, per Occurrence

If CONSULTANT owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees use personal motor vehicles in any way on this Project, then CONSULTANT shall obtain evidence of personal motor vehicle liability coverage for each such person.

Workers Compensation and Employer's Liability	Statutory $1,000,000
Professional Liability	$1,000,000 per claim and $2,000,000 annual aggregate

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. CONSULTANT shall provide CITY with certificates of insurance documenting that the CONSULTANT has obtained the above coverages. Such certifications shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30-day prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

CONSULTANT will file a certificate of insurance naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by CONSULTANT shall be primary and non-contributory, and any coverage maintained by CITY shall not be expected to contribute to any claims to the extent caused by the negligence or more culpable conduct of CONSULTANT in performing the Services under this agreement. The CONSULTANT shall file these certificates with CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

A. Conflict of Interest

CONSULTANT declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT further declares that in the performance of this Agreement, no subcontractor or person having such interest shall be employed. CONSULTANT certifies that, if it hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or it is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

B. Employment Eligibility

CONSULTANT hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this

Agreement. CITY retains the legal right to inspect the papers of CONSULTANT to ensure that CONSULTANT complies with this warranty.

C. Boycott

CONSULTANT certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

D. San Luis Business License

CONSULTANT shall obtain a San Luis Business License.

SECTION SEVENTEEN.
INSPECTION OF WORK

CITY's representative or his or her designee shall at all times have the right to inspect the work, services or performance of CONSULTANT. CONSULTANT shall furnish all reasonable aid and assistance required by the CITY for proper examination of the work or services. Such inspection shall not relieve the CONSULTANT of any obligation to perform such services in accordance with the law or this Agreement.

SECTION EIGHTEEN.
NO WAIVER

CONSULTANT agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION NINETEEN.
ATTORNEYS' FEES; COURT VENUE

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona in either the Superior Court or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees, which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fees shall be included in the judgment, together with all costs.

SECTION TWENTY.
NOTICES

All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If for the CITY -

City Manager
City of San Luis
P.O. Box 1170(by United States Postal Service)
1090 East Union Street (by personal process or courier)
San Luis, Arizona 85349

Copy to

San Luis City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

If to the CONSULTANT- J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop b2
Phoenix, Arizona 85040
Attn: Jeff Velasquez

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

SECTION TWENTY-ONE.
TERMINATION

This agreement is effective as of the date first above written and shall continue until the services and Project are completed and delivered to the CITY. Either Party may terminate this

Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay CONSULTANT for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of CONSULTANT.

SECTION TWENTY-TWO.
OWNERSHIP OF DOCUMENTS

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT.

When CONSULTANT creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

SECTION TWENTY-THREE.
GOVERNING LAW AND SEVERABILITY

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

SECTION TWENTY-FOUR.
MISCELLANEOUS PROVISIONS

A. Headings

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of the provisions of this Agreement.

B. Authority

The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

C. No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

D. No Agency Created

It is not intended by this Agreement to, and nothing contained in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

E. No Personal Liability

No member, official or employee of the CITY shall be personally liable to CONSULTANT, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the CONSULTANT or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of CONSULTANT under this Agreement shall be limited solely to the assets of CONSULTANT and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of CONSULTANT; (ii) the shareholders, members or managers or constituent partners of CONSULTANT; or (iii) officers of CONSULTANT.

F. Survival

All representations and warranties of CONSULTANT, CONSULTANT's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of the Agreement.

G. Time is of the Essence

Time is of the essence in this Agreement, and CONSULTANT agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed on or before June 30, 2022. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

I. Force Majeure

If CONSULTANT or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of 'force majeure" include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

SECTION TWENTY-FIVE.
ENTIRE AGREEMENT

This Agreement, including its Exhibits, represents the entire understanding of CITY and CONSULTANT as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

[Intentionally left bank, signatures continue on next page]

The Parties have executed this Agreement in Arizona the day and year first above written, which is the day the last Party approved this Agreement.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

J2 Engineering and Environmental Design, LLC.

_____
Jeff Velasquez, Vice President

AGENDA ITEM REVIEW FORM

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

Meeting Date: 03/10/2021

Department Head: Mary French-Jones, Grants Writer, Administration, Economic Development

Submitted By: Mary French-Jones, Grants Writer, Administration, Economic Development

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Request for Qualifications (RFQ) for On-Call Engineering Services RFQ No. 2021-001. **(Mary French-Jones, Grants Writer)**

SUMMARY:

About five (5) years ago, the City Council passed Resolution No. 1143 appointing eight (8) civil engineering firms to provide engineering services to the City of San Luis. Resolution No. 1143 is set to expire in April 2021. A Request for Qualifications was developed and properly noticed in the newspaper, city website and Yuma Plan room. An evaluation committee was formed to evaluate proposals. Seven (7) statements of qualifications were submitted by eligible engineering firms for review and evaluation, see attached RFQ No. 2021-001 On-Call Engineering Services Summary and Recommendation List.

Staff is presenting the evaluation to City Council for direction as to whether to include all or only the top evaluations.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTIONS TO STAFF ONLY, NO ACTION.

Fiscal Impact

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

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

No fiscal impact. The contracts will be implemented as needed and not at this time.

Attachments

RFQ No. 2021-001 Packet

Addendum No. 1 RFQ No. 2021-001

Addendum No. 1 Attachment 1

CITY OF SAN LUIS

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

ON-CALL ENGINEERING SERVICES
RFQ NO. 2021-001

SEALED STATE OF QUALIFICATIONS SUBMISSION DEADLINE

February 11, 2021

NO LATER THAN 4:00 P.M. - ARIZONA TIME

CITY OF SAN LUIS
ATTENTION: CITY CLERK
1190 E. UNION STREET | P.O. BOX 1170 | SAN LUIS, ARIZONA 85349

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Attachments

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City of San Luis, AZ
Request for Statement of Qualifications
On-Call Engineering Services
RFQ No. 2021-001

The City of San Luis is accepting Statements of Qualification (SOQ) from qualified civil engineering firms to provide continuing on-call, open-ended engineering services for consultation, design work and other professional services, as would be required of a City Engineer.

This is a professional services SOQ Announcement and is listed on the City's website: www.sanluisaz.gov. SOQ packets are available at the City of San Luis City Hall,1090 E. Union Street PO Box 1170, San Luis, AZ 85349 or via email mfrench@sanluisaz.gov.

Respondents shall submit their Statement of Qualifications (SOQ) describing their consultant services, knowledge and experience in accordance with the SOQ packet and applicable addendums. ***The City Clerk will receive proposals until 4:00 p.m. (Arizona Time) on February 11, 2021 at City of San Luis City Hall │1090 E. Union Street │PO Box 1170 │ San Luis, AZ 85349.*** The City of San Luis reserves the right to reject any and all submittals or cancel this solicitation at any time.

Please direct written questions and RFQ Packet requests to:

Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street │PO Box 1170 │San Luis, AZ 85349
Email: mfrench@sanluisaz.gov

Yuma Sun Advertisement Dates:
Tuesday, January 12, 2021
Tuesday, January 19, 2021

PUBLIC NOTICE

CITY OF SAN LUIS

REQUEST FOR QUALIFICATIONS - ON-CALL ENGINEERING SERVICES

RFQ No. 2021-001

The City of San Luis (City), to provide the necessary On-Call Engineering Services to:

The successful respondent(s) will be responsible for performing all project related on-call engineering services to develop all preliminary and final construction plans including specifications and bid documents. As part of the successful respondent's purview and expertise surveying documentation of existing conditions, and assigned project management, if applicable. Additionally, the engineer will provide interim and final inspections to ensure construction according to specifications.

A copy of the complete Request for Statement of Qualifications may be obtained from Mary French-Jones Economic Development Department | City of San Luis, 1090 E. Union Street | P.O. Box 1170 San Luis, AZ 85349 | Voice: (928) 341-8584 x 2059 | Fax: (928) 341-8549 | TTY: (928) 341-9146 | Email mfrench@sanluisaz.gov or www.sanluisaZ.gov.

Sealed statement of qualifications will be received by the **City Clerk | San Luis City Hall | 1090 E. Union Street | PO Box 1170 | San Luis, AZ 85349 until 4:00 p.m. *(Arizona Time)* on Thursday, February 11, 2021**, at which time all submittals received will be opened and the names read. Failure of the respondent to complete all of the submittal documents may result in rejection of the submittal. **All sealed submittals should be clearly identified as "On-Call Engineering Services RFQ No. 2021-001."**

Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Question shall be submitted in writing. Any correspondence related to the RFQ shall refer to the title section and number, page and paragraph. If information of a material matter is provided in response to any written correspondence or written question or if a clarification is issued by the City, it will be posted on the City of San Luis website www.sanluisaz.gov. This response shall serve as an addendum to the advertised call for statement of qualifications. Deadline for questions or Request for Clarifications is February 2, 2021 4:00 p.m. (Arizona Time).

The City of San Luis reserves the right to accept the most qualified submittals; to consider alternatives; to reject any or all submittals; and to waive irregularities of information in any submittal. Submittals received after the specified time of closing will be returned unopened. The City of San Luis also reserves the right to hold any or all submittals for a period of ninety (90) days after the date of opening. Respondents will not be allowed to withdraw submissions during the ninety (90) day period.

The City of San Luis is an Affirmative Action/Equal Opportunity Employer

City of San Luis, AZ
Request for Qualifications (RFQ)
On-Call Engineering Services
RFQ No. 2021-001

SCHEDULE OF EVENTS

Solicitation Information and Schedule

Description:	The Scope of Work consists providing On-Call Engineering services to the City of San Luis, Arizona. The City of San Luis is seeking submissions of statement of qualifications from qualified civil engineering firms to provide continuing, on-call, open-ended, engineering services for consultation, design work and other professional services such as, perform studies, bid assistance, construction inspection and administration, post construction documentation and analysis, surveying services, etc., on an as-needed basis.
Project Number:	On-Call Engineering Services RFQ No. 2021-001
RFQ Announcement Date:	January 12, 2021
Optional Pre-Submittal Meeting	January 27, 2021 at 10:00 a.m. (Arizona Time) (Virtual)
Clarifications/Questions Deadline	February 2, 2021 at 4:00 p.m. (Arizona Time)
Proposal Opening	***February 11, 2021 at 4:00 p.m. (Arizona Time)***
Review Committee	February 17, 2021
Interviews:	Tentative - February 23 -24, 2021
City Council Work Session	Tentative - March 10, 2021 (Informational Only)
City Council Meeting	Tentative - March 24, 2021
PROJECT CONTACT:	Mary French-Jones, Economic Development Department mfrench@sanluisaz.gov or 928-341-8584 X 2059.

Sealed qualifications will be received in the office of the **City Clerk │San Luis City Hall│ 1090 E. Union Street │PO Box 1170 │San Luis, AZ 85349 until 4:00 p.m. (Arizona Time) on Thursday, February 11, 2021**, at which time all submittals received will be opened and the names read. Failure of the respondent to complete all of the submittal documents may result in rejection of the submittal. **All sealed submittals should be clearly identified as "On-Call Engineering Services RFQ No. 2021-001."**

CITY OF SAN LUIS
REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL ENGINEERING SERVICES RFQ No. 2021-001

I. REQUEST FOR QUALIFICATIONS (RFQ)

A. Request

Statement of Qualifications (SOQ) are now being accepted by the City of San Luis (City) for providing on-call engineering services and any other project-related services as deemed necessary by the City, in accordance with and as may be regulated by current local, state and federal laws.

Respondents to this RFQ must submit Statement of Qualifications (SOQ) to the City that will address the various components as set forth in this RFQ.

B. Obtaining a Request for Qualifications Package.

RFQ package is available to all qualified firms that request a copy prior to RFQ due date and can be obtained from the City of San Luis, Economic Development Department, 1090 E. Union Street, San Luis, Arizona 85349 or via email mfrench@sanluisaz.gov. Visit the City's website for further information regarding the San Luis community and region at www.sanluisaz.gov.

II. BACKGROUND INFORMATION

The City of San Luis is an incorporated municipality in located in the southwest corner of Arizona, with a population estimated at 39,705 persons, with a land area of over 33 square miles square miles. The City population is anticipated to approach 46,913 within the next four years. The accelerated growth of the community has required the City to continually plan and upgrade facilities to meet the ever-increasing demands upon its infrastructure. The City of San Luis is seeking submissions of qualifications from qualified civil engineering firms to provide continuing, on-call, open-ended engineering services for consultation, design work and other professional services. Each project assignment will be authorized via a per project contract specifying the scope of services required, the maximum time allowed for the services and the fee or method of compensation.

III. TERM OF ON-CALL ENGINEERS SERVICES LIST

A. It is the City's intent to select at least three or more qualified engineering firms to provide professional engineer services and other related services directly related to the activities identified under the Scope of Work on a contractual basis, and as determined to best serve the interest of the City.

B. All fee proposals will be negotiated within each individual project contract over a five (5) year period.

IV. ASSIGNMENT/COMPENSATION

A. Upon City Council authorized resolution, the City will place the engineering firm(s) on an approved list for referral purposes that can be used by the City. Each project contract shall be negotiated with the engineering firm on a per project basis, based on the contract unit rates and the associated number of hours estimated to accomplish the scope of work, as applicable and as stated under each individual project contract agreement.

B. All project contracts above $15,000 will require approval by the City Council under the City's Purchasing Code. The City will not guarantee that each project contract will be any specific amount or that the consultant will receive maximum or minimum number of project contracts.

V. SCOPE OF WORK

The City of San Luis is seeking submissions of qualifications from qualified civil engineering firms to provide continuing, on-call, open-ended engineering services for consultation, design work and other professional services such as, but not limited to: (a) Public Works Project (e.g., design/re-design of a waste water treatment facility, including associated sewer lines; (b) Design/re-design of a water treatment facility, including associated waterlines; (c) Design/re-design of streets/roadways; (d) Subdivision work, including design, review, associated platting, lot ties, etc.; (e) Geotechnical and other testing, including microbial sampling; (f) Environmental and other technical reviews, as typically required by federal and state agencies; (g) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors and other individuals or organizations so designated by staff; (h) Designing/managing technical aspects of projects funded by federal and state agencies; (g) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors and other individuals or organizations so designated by staff; (h) Designing/managing technical aspects of projects funded by federal money (e.g., EDA, USDA, CDBG, FHWA, etc.), state projects (e.g., WIFA, Arizona Commerce Authority, AZGFD), or bond money, (i) Preparing, verifying and proofing legal description of designated properties.

VI. ENGINEERING FIRM RESPONSIBILITIES

A. Responsibilities Engineering Firm(s)

1. General:

a. The engineering firm(s) shall be responsible for undertaking the services addressed under Section V above, or as negotiated (if required) with the City, upon execution of the agreement by

both parties. Services provided will be under the direction, seal and signature of the appropriate professional engineer(s) registered in the State of Arizona and active good standing with the Arizona State Board of Technical Registration.

b. The engineering firm(s) will be responsible to make presentations, attend meetings representing the City and work with public/private individuals on behalf of the City.

c. The engineering firm(s) will be responsible to make presentations, attend meetings representing the City and work with public/private organizations on behalf of the City.

2. Deliverables:

a. The engineering firms(s) will provide all documentation pertaining to the completed project to the City of San Luis. The City may use or reproduce such material. The consultant will be responsible to maintain documentation for a period agreed upon each project contract.

b. The engineering firm(s) will be responsible to maintain the contracted time frames based on individual project contract(s) and meet the City demands.

3. Invoices:

All invoices will be submitted to the City of San Luis Finance Department and/or submitted to the Department that initiated the individual contract.

4. Insurance:

Responder(s) is responsible for reviewing insurance requirements prior to submitting a response to this RFQ (reference Section XI. Insurance Requirement).

5. Records and Audits:

Engineering firm(s) shall maintain accurate and complete financial records of its activities and operation relating to this agreement in accordance with generally accepted accounting principles and/or as required by local, state and federal funded projects.

6. Employment Verification

Engineering firm(s) warrants and shall require its sub-providers to warrant that is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility.

VII. CITY'S RESPONSIBILITIES

A. Responsibilities of City of San Luis

1. General:

a. The City will make available all documents in the City's possession on and individual basis depending on the individual project contract.

b. City will provide facilities for all meetings during the course of the agreement.

c. City will create a review committee to evaluate the SOQ responses generated by this RFQ.

d. In the absence of any conflict of interest vis-à-vis a specific project, the City expects, but cannot guarantee in every instance, that the engineering firms(s) will be assigned to provide the requested engineering services. Services provided will be under the direction, seal and signature of the appropriate professional engineer(s) registered in the State of Arizona and active good standing with the Arizona State Board of Technical Registration.

e. The City reserves the right to terminate on-call engineers any part of or the entirety that may result from the RFQ, without cause and at any time within thirty (30) calendar days written notice by the City. In such case, the engineering firm(s) will be paid for services rendered through the date of the termination notice.

VIII. SOQ FORMAT & PROCESSING

The SOQ shall be a maximum of 25 pages including appendices. The pages shall be on standard 8.5" x 11" sheets of paper with a 12-point font. Submit two (2) originals with original signatures, signed in (blue ink) and marked "Original" and one (1) USB thumb-drive/flash drive containing a digital copy in PDF or PC readable format clearly identified with the firm's name. The SOQ must include the following:

A. Letter of Transmittal

An officer of the firm authorized to submit the SOQ must sign *(blue ink)* the transmittal letter. The letter shall include the consult's name, address, telephone number, fax number and email address. The letter shall have the location of the designated office of service provided.

B. Consultant Experience and Qualifications

1. Firm must be an engineering firm with one or more civil engineers licensed in the State of Arizona.
2. Principal/Lead Engineer must have held an Arizona civil engineers license in the State of Arizona. *(Respondent must provide AZ professional license register number.)*
3. Firm must have an Arizona Registered Land Surveyor on staff, or an engagement letter or team agreement with a Registered Land Surveyor (RLS), licensed by the State of Arizona, and with an office in Arizona at time of submittal.
4. Firm must have in-house CAD/GIS capabilities or have an engagement letter or team agreement with a provider of same at time of submittal.

5. Firm must have in-house Geotechnical testing capabilities or have an engagement letter or team agreement with a provider of same at time of submittal.
6. Firm must have in-house environmental services capabilities or have an engagement or team agreement with provider of same at time of submittal.
7. Firm must have experience in providing engineering services for municipality or another unit of local government. Such experience may include (but is not necessarily limited to):
   (a) Public works projects (e.g., design/redesign of a waste water treatment facility, including associated sewer lines;
   (b) Design/re-design of a water treatment facility, including associated waterlines;
   (c) Design/re-design of streets/roadways);
   (d) Subdivision work, including design, review, associated platting, lot ties, etc.;
   (e) Geotechnical and other testing, including microbial sampling;
   (f) Environmental and other technical reviews, as typically required by federal and state agencies;
   (g) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors, and other individuals or organizations so designated by staff;
   (h) Designing/managing technical aspects of projects funded by federal money (e.g., CDBG), state funded projects (e.g., WIFA), or bond money,
   (i) Preparing, verifying and proofing legal descriptions of designated properties.

List two (2) of the most significant engineering/engineering services projects that your firm has undertaken for a municipality or other unit of local government in at least four (4) of the following categories within the last five (5) years including examples of both federal and state funded projects:

- Water Projects
- Wastewater Projects
- Street/Roadways Projects
- Subdivision Design or Approval Projects
- Building Projects (including schools or other public buildings such parks and recreation, police and fire department infrastructure)
- Parks and Recreation Projects (including planting and irrigation design, parks and streetscape design, ramadas, etc.)
- Economic Development Projects (including redevelopment area design, business incubator and main street infrastructure design

Please indicate the following for each project: (a) Location of each (state, county and municipality); (b) Approximate amount of the construction project, as applicable; (c) Role of firm in supplying engineering, developmental or other professional services and (d) Outcome of project.

8. Firm must meet the state and federal standards of having a DUNS number and be registered in the System for Award Management (SAM). *(DUNS number must be provided at time proposal is submitted.)*
9. Lead engineer(s) and other key personnel in the firm should have a professional knowledge of Yuma County and the City of San Luis.

C. Project Team

The SOQ must include identification and organizations of the team propose to be assigned to any of the City projects. The engineering firms(s) must submit individual resumes (limit one page per individual), specific areas of responsibilities, and an organizational chart. Include a brief statement of the percent of turnover for the last three (3) years for those positions listed as key personnel and all other relevant staff that would be responsible for performing services under this agreement. Engineering firms(s) shall briefly discuss their selection and replacement procedures of these key personnel, timeframes and intent to maintain the quantities and quality of all such key personnel, timeframes and intent to maintain the quantities and quality of all such key personnel throughout the term of this agreement. This shall include registered land surveyor, CAD/GIS provider, and environment and geotechnical providers, if within the organization.

D. References

Include three (3) letters of recommendation from three (3) clients, of which at least two (2) from local government clients. The reference information should include: Client name, contract title, primary contact information (email and phone number), contract dates, contract amount, type of contract (private/public), length of relationship with client and description of innovative solution to meet customer needs.

E. Complaints

The SOQ must include a list of complaints filed against the firm for the past five years with the Board of Technical Registration, detailing: (1) the person/entity filing the complaint, (2) the nature of the complaint, (3) the outcome of the complaint. In addition, it shall include a reference if there are any existing litigations against the firm. In addition, please list all litigation, including arbitration, in which Respondent has been engaged as a party to litigation, either as claimant or defendant, during the past five (5) calendar years, by name and caption, a brief description of the nature of the litigation, location its outcome, and/or current status.

IX. Protest Procedure

Notification of successful and non-successful engineering firm(s). All respondents will receive official notification via email regarding the award/non-award of proposed agreement(s). Respondents not selected have ten (10) business days from email delivery notification to initiate a written protest. Respondents may submit a protest addressed to Sonia Cornelio, City Clerk, P.O. Box 1170, San Luis, AZ 85349. Protests must contain at a minimum, the name, address, email address and telephone number of the protester; the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data and the form of relief requested. Within five (5) business days of receipt, and after consultation with legal counsel, the City will respond to the protest. The City of San Luis reserves the right to reject any or all RFQs; to waive irregularities of information in any RFQ; to re-advertise the RFQ; and/or to take any steps determined prudent in order to resolve the protest. The Selection Committee will screen and rank all submittals. Interviews may be conducted as part of the ranking process. Submittals received in reply to this request will be evaluated using the following criteria and scored based on a maximum of 100 points. Submittals will be evaluated, and the most qualified firm(s) will be selected, subject to negotiations of fair and reasonable compensation.

CRITERIA FOR SELECTION

1	Quality and Content of Proposal	10
2.	Qualifications	25
3.	Relative Experience and References	25
4.	Technical Approach and Cost Control	20
5.	Local Presence	5
6.	Interview	15
	Total	100

X. SELECTION PROCESS AND SCHEDULE

A. Qualifications

The engineering firm(s) must show evidence of its technical capabilities in this work. Engineering firm(s) shall be knowledgeable of and in accordance with all applicable federal, state and local government laws and regulations governing in the scope of work. Work will be done in accordance with current professional's practices in the State of Arizona.

B. Formation of Committee

City staff will form an evaluation committee up to a maximum of five (5) city staff and/or outside representatives as the City deems appropriate to evaluate proposals. City may use city staff as

observers during the process of this RFQ. Committee will be responsible to review, evaluate and the SOQ.

C. Criteria for Selection

Selection among the SOQs received will be based upon the following criteria:

1. Quality and Content of Proposal (10 Points)
   a. Presentation, completeness and quality of proposal requested in the SOQ.
2. Qualifications (25 Points)
   a. Design and management experience of each member with the project team.
   b. Capacity to do the work and responsiveness to City demands.
3. Related Experience and References (25 Points)
   a. Knowledge and experience with applicable local, state and federal regulations.
   b. Knowledge and awareness of specific City of San Luis engineering community needs.
   c. Knowledge and experience in local, state and federal grant management, process and regulations.
   d. Comparable projects with similar size and scope such as, but not limited to public infrastructure, streets design, water and wastewater, building, etc.
4. Technical Approach and Cost Control (20 Points)
   a. Design and project approach.
   b. Cost savings due to efficiencies and quality control.
5. Local Presence (5 Points)
   a. Office and staff location within Yuma County.
6. Interview (15 Points)
   a. Present approach, proposal content and answers.

D. Evaluation Procedures

The SOQ will be evaluated by each committee member and rank. The committee will also participate in the formal interview. The top-ranking respondents will be designated as semi-finalists and may advance to an oral interview. Tentative interview dates: February 24 – 25, 2021 between the hours of 10:00 a.m. – 4:00 p.m. (Arizona Time) interview may be conducted virtually. The City Point of Contact will contact each selected respondent to set up an interview date and time. The interviews will be conducted on two (2) consecutive days and none will be rescheduled. Each interviewee will make a 15-minute presentation and respond to committee questions. Each interview will be limited to 30 minutes. All interviews are mandatory and lead engineer will be required to be present during the interview.

POINT OF CONTACT

Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street | P.O. Box 1170 | San Luis, Arizona 85349 | 928-341-8584 X 2059
mfrench@sanluisaz.gov

E. SOQ Opening
The SOQ Opening will take place on **February 11, 2021 at 4:00 p.m. (Arizona Time)** at the San Luis City Hall. Respondents may attend. The name of the engineering firm(s) will be announced. No other information will be made available at that time. All SOQ(s) will be held in confidence until an agreement(s) has been executed or the City rejects all SOQ(s).

F. Rejection of SOQ(s)
The City reserves the right to reject any or all SOQ(s), to make modifications to, or waive informalities in this request for qualifications, if the city staff deems this to be in the best interest of the City of San Luis.

G. Pre-Proposal Expenses
The City will not be liable for any pre-proposal expense incurred in the preparation of the SOQ, participation in this process and any other expenses incurred by the engineering firm(s).

H. Selection(s) Notification
Notification of successful and non-successful engineering firm(s). All respondents will receive official email notification regarding award/non-award of proposed agreement(s). City may conduct a two-step qualifications-based selection process. A selection committee will evaluate each Proposal submitted according to the criteria set forth in Section X Item C. above. The Selection Committee will select from the "Proposals" received.

The following tentative schedule has been prepared for this project. Please note schedule is based on ***Arizona Time***.

- **January 27, 2021:** Optional Pre-Proposal Meeting at 10:00 p.m. will be conducted virtually. Respondents wishing to attend please contact: Mary French-Jones at mfrench@sanluisaz.gov. 48 hours prior to the meeting.
- Requests for Clarification Deadline: February 2, at 4:00 p.m.
- **February 11, 2021: Proposal Deadline on or before 4:00 p.m.**
- Selection Committee Evaluation and Recommendation (February 2021)
- City Council Resolution (March 2021)

XI. INSURANCE REQUIREMENTS

A. Consultant shall maintain in effect, at all times during the term of a City contract, insurance adequate to protect the City and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide City with a current Certificate of Insurance or a certified copy of the insurance policy naming the City as an additional insured (except for Errors and Omissions/Professional Liability coverage).

B. The insurance requirements will be set forth in a formal agreement for each project with the Consultant. For convenience purposes, an illustrative agreement, Attachment "B" is attached containing insurance requirements that are consistent with what will be required for each project.

XII. INDEMNITY

To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless the City and its representatives, officers, officials and employees (the "Indemnities") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Contract. Consultant's duty to defend, hold harmless and indemnify the Indemnitees hall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Contract (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

XIII. COMPLIANCE WITH FEDERAL AND STATE EMPLOYMENT LAWS

By submitting response to the RFQ, the Respondent warrants that is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility

CITY OF SAN LUIS
REQUEST FOR QUALIFICATIONS
ON-CALL ENGINEERING SERVICES

XIV. CHECKLIST

Please utilize the following checklist for your contact and submittal of the qualifications.

Items highlighted below will count towards the maximum page limits.

	Description	Included
1.	Two signed and complete original Qualification	☐
	A. Letter of Transmittal	☐
	B. Qualifications of Project Team	☐
	C. Experience	☐
	D. Project Approach	☐
	E. Project Cost Control	☐
2.	One (1) Formatted USB-Thumb-Drive in PDF or Microsoft clearly marked with the Consultant's Name and RFQ #	☐
	Any Addenda included (signed and returned w/qualifications	☐
3.	• Signed Certification Page • Non-Collusion Affidavit	☐ ☐
4.	• Applicable completed – Company's Legal Information Form	☐

Point of Contract: Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street | P.O. Box 1170 | San Luis, AZ 85349
(928) 341-8584 x 2059
mfrench@sanluisaz.gov or

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities – Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(Typed Name of Official)	(Signature of Official)
(Typed Name of Firm)	(Date)

FEDERAL NON-COLLUSION AFFIDAVIT
ON-CALL ENGINEERING SERVICES
RFQ 2021-001

Return this page with proposal.

State of Arizona

County of _____

_____, affiant, the

_____ of
(TITLE)

_____
(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying State of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

_____

_____
(TITLE)

Subscribe and sworn to before me this
_____Day of _____, 20____.

_____
SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires_____, 20____).

FEDERAL REQUIREMENTS

The undersigned is fully aware that the on-call engineering services provided to the City of San Luis may be either wholly or partially federally-funded and hereby agrees to abide by the following:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's

commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuou8s places available to employees and applicants for employment.

6. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.

8. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1085, and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

9. In the event of the contractor's noncompliance with the nondiscrimination clauses off this contract or with any of such rules, regulation or orders, this contract may be cancelled, terminate, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

10. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the

United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKDERS WITH DISABILITIES – SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
   a. Recruitment, advertising and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;
   d. Job assignments, job classifications, organizational structures, position descriptions, line of progression and seniority lists;
   e. Leaves of absence, sick leave or any other leave;
   f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
   g. Activities sponsored by the contractor including social or recreational programs; and
   h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
   a. Recruitment, advertising and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;

d. Job assignments, job classifications organizational structures, position descriptions, lines of progression and seniority lists;
e. Leaves of absence, sick leave or any other leave;
f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
g. Activities sponsored by the contactor including social;
h. Any other term, condition or privilege of employment.

4. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice ant a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes and electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

6. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

7. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERD MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this proposal certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of their knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Recipient, Consultants, State of Arizona Department of Housing (ADOH), U.S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the City of San Luis or Consultants.

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the City of San Luis or Consultants that develops at any time during this contract will be immediately disclosed to the City of San Luis and Consultants.

ANTI-LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in that award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grant, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY

Consultant warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 41-4401. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan or cooperative agreement.

ADDENDUM No. 1
On-Call Engineering Services RFQ No. 2021-001
Issued - January 27, 2021

To: Respondents of Record

From: City of San Luis, Arizona

The following addendum to the City of San Luis On-Call Engineering Services RFQ No. 2021-001 project is made. Make all revisions to the Request for Qualifications Packet Documents stated herein. Insofar as the original RFQ packet documents with this Addendum, the Addendum shall govern. The acknowledgement of receipt of this Addendum is required to be completed in the space provided on this Addendum and return with their Statement of Qualifications.

This Addendum consists of the following

- **Request for Clarification & Clarification Response (1 page)**
- **Attachment No. 1 Revised Packet Language (pages 9-13)**

Request for Clarification – Kimley-Horn

The desired structure and formatting of the SOQ for On-Call Engineering Services, RFQ No. 2021-001. Starting on page 9, under section ***VIII. SOQ Format and Processing***, there is an A, B, C, format with the SOQ requirements lettered A-E. However, the section ***XIV. Checklist*** on page 16 shows different requirements comprising the lettered A-E sections that consultants are required to respond to. Also, Page 13, section X part ***C. Criteria for Selection***, is numbered 1-6 with again different SOQ requirements. For example, technical approach and cost control are not mentioned in the ***VIII. SOQ Format and Processing*** section, but in the ***XVI. Checklist*** they are listed as two separate sections (D and E), and finally they are listed together as if part of one section (#4) under ***C. Criteria for Selection***.

Can you please provide clarification regarding how the City would like respondents to structure and organize their SOQ response to fully address all required information and present a response in the correct order and format?

Clarification Response:

Delete the following: Section VIII. SOQ Format and Processing pp 9-11; Section IX. Protest Procedure p. 12; Section X. Process and Schedule

Replace: Revised Section VII. SOQ Format and Processing pp 9-11; Revised Section IX. Protest Procedure p. 12; Revised Section X. Process and Schedule pp 12-13.

Delete: Section XIV. Proposal Checklist p 17

Please sign, date and include this document with your proposal. Failure to due so will constitute an incomplete proposal submission.

_____ _____

Authorized Signature **Date**

Attachment No. 1 Revised Packet Language

VIII. SOQ FORMAT & PROCESSING

The SOQ shall be a maximum of 25 pages including appendices. The pages shall be on standard 8.5" x 11" sheets of paper with a 12-point font. Submit two (2) originals with original signatures, signed in (blue ink) and marked "Original" and one (1) USB thumb-drive/flash drive containing a digital copy in PDF or PC readable format clearly identified with the firm's name. The SOQ must include the following:

Letter of Transmittal

An officer of the firm authorized to submit the SOQ must sign *(blue ink)* the transmittal letter. The letter shall include the consult's name, address, telephone number, fax number and email address. The letter shall have the location of the designated office of service provided.

Consultant Experience and Qualifications

1. Firm must be an engineering firm with one or more civil engineers licensed in the State of Arizona.
2. Principal/Lead Engineer must have held an Arizona civil engineers license in the State of Arizona. *(Respondent must provide AZ professional license register number.)*
3. Firm must have an Arizona Registered Land Surveyor on staff, or an engagement letter or team agreement with a Registered Land Surveyor (RLS), licensed by the State of Arizona, and with an office in Arizona at time of submittal.
4. Firm must have in-house CAD/GIS capabilities or have an engagement letter or team agreement with a provider of same at time of submittal.
5. Firm must have in-house Geotechnical testing capabilities or have an engagement letter or team agreement with a provider of same at time of submittal.
6. Firm must have in-house environmental services capabilities or have an engagement or team agreement with provider of same at time of submittal.
7. Firm must have experience in providing engineering services for municipality or another unit of local government. Such experience may include (but is not necessarily limited to):
   (a) Public works projects (e.g., design/redesign of a waste water treatment facility, including associated sewer lines;
   (b) Design/re-design of a water treatment facility, including associated waterlines;
   (c) Design/re-design of streets/roadways);
   (d) Design/redesign buildings, including schools, parks, recreation police and fire department infrastructure;
   (e) Design /redesign of redevelopment area, business and main street infrastructure;

(f) Subdivision work, including design, review, associated platting, lot ties, etc.;
(g) Geotechnical and other testing, including microbial sampling;
(h) Geotechnical testing
(i) Environmental and other technical reviews, as typically required by federal and state agencies;
(j) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors, and other individuals or organizations so designated by staff;
(k) Designing/managing technical aspects of projects funded by federal money (e.g., CDBG), state funded projects (e.g., WIFA), or bond money,
(l) Preparing, verifying and proofing legal descriptions of designated properties.

Projects

List two (2) of the most significant engineering/engineering services projects that your firm has undertaken for a municipality or other unit of local government in at least four (4) of the following categories within the last five (5) years including examples of both federal and state funded projects:

- Water Projects
- Wastewater Projects
- Street/Roadways Projects
- Public Building Projects (including schools or other public buildings such parks and recreation, police and fire department infrastructure)
- Parks and Recreation Projects (including planting and irrigation design, parks and streetscape design, ramadas, etc.)
- Economic Development Projects (including redevelopment area design, business incubator and main street infrastructure design, etc.)
- Subdivision design or approval projects

Please indicate the following for each project: (a) Location of each (state, county and municipality); (b) Approximate amount of the construction project, as applicable; (c) Role of firm in supplying engineering, developmental or other professional services and (d) Outcome of project.

8. Firm must meet the state and federal standards of having a DUNS number and be registered in the System for Award Management (SAM). *(DUNS number must be provided at time proposal is submitted.)*
9. Lead engineer(s) and other key personnel in the firm should have a professional knowledge of

Yuma County and the City of San Luis.

Project Team

The SOQ must include identification and organizations of the team propose to be assigned to any of the City projects. The engineering firms(s) must submit individual resumes (limit one page per individual), specific areas of responsibilities, and an organizational chart. Include a brief statement of the percent of turnover for the last three (3) years for those positions listed as key personnel and all other relevant staff that would be responsible for performing services under this agreement. Engineering firms(s) shall briefly discuss their selection and replacement procedures of these key personnel, timeframes and intent to maintain the quantities and quality of all such key personnel, timeframes and intent to maintain the quantities and quality of all such key personnel throughout the term of this agreement. This shall include registered land surveyor, CAD/GIS provider, and environment and geotechnical providers, if within the organization.

References

Include three (3) letters of recommendation from three (3) clients, of which at least two (2) from local government clients. The reference information should include: Client name, contract title, primary contact information (email and phone number), contract dates, contract amount, type of contract (private/public), length of relationship with client and description of innovative solution to meet customer needs.

The SOQ must include a list of complaints filed against the firm for the past five years with the Board of Technical Registration, detailing: (1) the person/entity filing the complaint, (2) the nature of the complaint, (3) the outcome of the complaint. In addition, it shall include a reference if there are any existing litigations against the firm. In addition, please list all litigation, including arbitration, in which Respondent has been engaged as a party to litigation, either as claimant or defendant, during the past five (5) calendar years, by name and caption, a brief description of the nature of the litigation, location its outcome, and/or current status.

IX. Protest Procedure

Notification of successful and non-successful engineering firm(s). All respondents will receive official notification via email regarding the award/non-award of proposed agreement(s). Respondents not selected have ten (10) business days from email delivery notification to initiate a written protest. Respondents may submit a protest addressed to Sonia Cornelio, City Clerk, P.O. Box 1170, San Luis, AZ 85349. Protests must contain at a minimum, the name, address, email

address and telephone number of the protester; the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data and the form of relief requested. Within five (5) business days of receipt, and after consultation with legal counsel, the City will respond to the protest. The City of San Luis reserves the right to reject any or all RFQs; to waive irregularities of information in any RFQ; to re-advertise the RFQ; and/or to take any steps determined prudent in order to resolve the protest. The Selection Committee will screen and rank all submittals. Interviews may be conducted as part of the ranking process. Submittals received in reply to this request will be evaluated using the following criteria and scored based on a maximum of 100 points. Submittals will be evaluated, and the most qualified firm(s) will be selected, subject to negotiations of fair and reasonable compensation.

X. SELECTION PROCESS AND SCHEDULE

A. Qualifications

The engineering firm(s) must show evidence of its technical capabilities in this work. Engineering firm(s) shall be knowledgeable of and in accordance with all applicable federal, state and local government laws and regulations governing in the scope of work. Work will be done in accordance with current professional's practices in the State of Arizona.

B. Formation of Committee

City staff will form an evaluation committee up to a maximum of five (5) city staff and/or outside representatives as the City deems appropriate to evaluate proposals. City may use city staff as observers during the process of this RFQ. Committee will be responsible to review, evaluate and the SOQ.

C. Criteria for Selection

Selection among the SOQs received will be based upon the following:

- Quality and Content of Proposal (10 Points)
  Presentation, completeness, detail and quality of proposal information requested in the SOQ.
- Experience & Qualifications (25 Points)
  Design and management experience of each member with the project team.
  Capacity to do the work and responsiveness to City demands.
- Past Project(s) Experience and References (25 Points)
  Knowledge and experience with applicable local, state and federal regulations.
  Knowledge and awareness of specific City of San Luis engineering community needs.
  Knowledge and experience in local, state and federal grant management, process and regulations.
  Comparable projects with similar size and scope such as, but not limited to public infrastructure, streets design, water and wastewater, building, etc.
- Technical & Management Approach (20 Points)

Design and project approach applicable to meeting benchmarks, timeline and estimated project cost.

- Local Presence (5 Points)
  Office and staff location within Yuma County.
- Interview (15 Points)
  Proposal content questions and answers session.

D. Evaluation Procedures

The SOQ will be evaluated by each committee member and rank. The committee will also participate in the formal interview. The top-ranking respondents will be designated as semi-finalists and may advance to an oral interview. Tentative interview dates: February 24 – 25, 2021 between the hours of 10:00 a.m. – 4:00 p.m. (Arizona Time) interview may be conducted virtually. The City Point of Contact will contact each selected respondent to set up an interview date and time. The interviews will be conducted on two (2) consecutive days and none will be rescheduled. Each interviewee will respond to committee questions. Each interview will be limited to 30 minutes. All interviews are mandatory and lead engineer will be required to be present during the interview.

POINT OF CONTACT

Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street | P.O. Box 1170 | San Luis, Arizona 85349 | 928-341-8584 X 2059
mfrench@sanluisaz.gov

ADDENDUM No. 2
On-Call Engineering Services RFQ No. 2021-001
Issued – February 3, 2021

To: Respondents of Record

From: City of San Luis, Arizona

The following addendum to the City of San Luis On-Call Engineering Services RFQ No. 2021-001 project is made. Make all revisions to the Request for Qualifications Packet Documents stated herein. Insofar as the original RFQ packet documents with this Addendum, the Addendum shall govern. The acknowledgement of receipt of this Addendum is required to be completed in the space provided on this Addendum and return with their Statement of Qualifications.

This Addendum No. 2 consists of the following

- **Request for Clarification & Clarification Response (3 pages)**

RFQ PACKET CORRECTIONS AND QUESTIONS

CONFIRMATION:
All addenda are be posted on the City's website https://www.sanluisaz.gov/bids.aspx?bidID=11.

Respondents shall submit their Statement of Qualifications (SOQ) describing their consultant services, knowledge and experience in accordance with the SOQ packet and applicable addendums. ***The City Clerk will receive proposals until 4:00 p.m. (Arizona Time) on February 11, 2021 at City of San Luis City Hall │1090 E. Union Street │PO Box 1170 │ San Luis, AZ 85349.*** The City of San Luis reserves the right to reject any and all submittals or cancel this solicitation at any time. **All sealed submittals should be clearly identified as "On-Call Engineering Services RFQ No. 2021."**

CHANGE: Corrected tentative interview dates are **February 24-25, 2021** (may be subject to change).
Reference: *Schedule of Events Section X. Selection Process and Schedule Category D. (p.5.1)*

CHANGE: Submit one fully-executed (1) pdf copy and one (1) USB thumb-drive/flash drive containing a digital copy in PDF or PC readable format clearly identified with the firm's name.
Reference: *VIII. SOQ FORMAT & PROCESSING (p. 9)*

CHANGE:
In the absence of any conflict of interest vis-à-vis a specific project, the City expects, but cannot guarantee in every instance, that the engineering firms(s) will be assigned to provide the requested engineering services. ***For example, the firms(s) cannot provide engineering services to the City of San Luis for any task or project where, in the opinion of the City Attorney, a conflict of interest exists, if such an engagement were to be made.*** Services provided will be under the direction, seal and direction, seal and signature of the appropriate professional engineer(s) registered in the State of Arizona and active good standing with the Arizona State Board of Technical Registration.
Reference: *RFQ Packet VII. CITY'S RESPONSIBILITIES Conflict of Interest A.1.d. (p. 9)*

QUESTION: Is it possible to submit as both a prime and be listed as a subconsultant to another firm submitting as a prime?
RESPONSE: Yes, in the absence of any conflict of interest and in the opinion of the City Attorney.
Reference: *RFQ Packet VII. A. CITY'S RESPONSIBILITIES 1.d.*
In the absence of any conflict of interest vis-à-vis a specific project, the City expects, but cannot guarantee in every instance, that the engineering firms(s) will be assigned to provide the requested engineering services. For example, the firms(s) cannot provide engineering services to the City of San Luis for any task or project where, in the opinion of the City Attorney, a conflict of interest exists, if such an engagement were to be made.

QUESTION: (ESP Group, Inc.) Would you consider an emailed SOQ submittal (PDF) only – rather than the delivery of 2 hard copies and 1 thumb drive to San Luis City Hall – due to concerns about COVID-19?
RESPONSE: No, the City will **not** accept emailed or faxed SOQ submittal.

QUESTION: (Kimley-Horn) Is grant writing assistance part of this RFQ?
RESPONSE: Yes, depending on the project and direction from City Council.

QUESTION: (James Davey and Associates) Clarify teaming arrangement?
RESPONSE: City staff stated that having the capability of a teaming arrangement would be ideal, but if an arrangement changes prior to project assignment the City is flexible if the change is consistent with and meets all original qualification requirements.

REVISED: Language change highlighted below:
2.Firm must have an Arizona Registered Land Surveyor, ***Electrical Engineer and Mechanical Engineer*** on staff or an ***engagement or team arrangements or contract*** with a Registered Land Surveyor (RLS), licensed by the State of Arizona, and with an office in Arizona at time of submittal.
3.Firm must have in-house CAD/GIS capabilities or have an ***engagement or team arrangements or contract*** with a provider of same at time of submittal.
4.Firm must have in-house Geotechnical testing capabilities or an ***engagement or team arrangements or contract*** with a provider of same at time of submittal.
5.Firm must have in-house environmental services capabilities or an ***engagement or team arrangements or contract*** with provider of same at time of submittal.
Reference: *VIII. SOQ FORMAT & PROCESSING B. Consultant Experience and Qualifications No. 2-5 (p. 10)*

QUESTION: (Kimley-Horn) Under the Revised VIII. SOQ FORMAT & PROCESSING, in the Projects section on page 10, the RFP states, "list two (2) of the most significant engineering/engineering services projects that your firm has undertaken for a municipality or other unit of local government in at least four (4) of the following categories…" To clarify, we are being asked to show a total of two projects or two projects per category that we choose from the list?
RESPONSE: City prefers the latter.

QUESTION: Are letters of reference and letters of recommendation included as part of the page count or treated as appendices?
RESPONSE: Formal letters of references and letters of recommendation will **not** be required, but citation within the respondent's SOQ are required. ***Reference*** *(p. 11)*

Delete:
Include three (3) letters of recommendation from three (3) clients, of which at least two (2) from local government clients. The reference information should include: Client name, contract title, primary contact information (email and phone number), contract dates, contract amount, type of contract (private/public), length of relationship with client and description of innovative solution to meet customer needs.
Replace: Cite, within the SOQ, at least three (3) clients, of which at least two (2) from local government clients. The reference information should include: Client name, contract title, primary contact information (email and phone number), contract dates, contract amount, type of contract (private/public), length of relationship with client and description of innovative solution to meet customer needs.

DELETE: Each interviewee will make a 15-minute presentation and respond to committee questions.
REPLACE: Each interviewee will respond to committee questions based the respondent's SOQ submission.
Reference: *Section X. Selection Process and Schedule Category D (p.11)*

QUESTION: (Kimley-Horn) Would the city be open to modifications to the indemnification language?
RESPONSE: Yes

Delete: Attachment B; Illustrative Agreement Language; Section X; Indemnity
Replace: Attachment B; Illustrative Agreement Language; Section X; Indemnity with the following language:
To the fullest extent permitted by law, except as limited by A.R.S. §34-226, the Engineer agrees to defend and indemnify the City and its officers, agents, and employees against any and all actions of any character brought because of any injury or damage sustained by any person, persons, or property resulting from any asserted negligent act, error, or omission of the Engineer or its agents or employees, in whole or in part. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Please sign, date and include this document with your proposal. Failure to do so will constitute an incomplete proposal submission.

_____ _____

Authorized Signature **Date**

City of San Luis
Economic Development

RFQ NO. 2021-001 ON-CALL ENGINEERING SERVICES
PROPOSAL EVALUATION AND RECOMMENDATION

Request for Qualifications No. 2021-001: On-Call Engineering Services Referral List

Proposal Deadline Date: February 11, 2021 4:00 p.m.

Proposal Evaluation Summary:

Ranking	Name of Firm	Total Points
1	Kimley-Horn	312
2	Dahl, Robins & Associates, Inc.	309.25
3	NEI	309
4	James Davey and Associates, Inc.	305
5	Core Engineering Group, PLLC	301
6	PACE	289
7	ESP GROUP	281

***Maximum Points = 340**

On the basis of the evaluation which was carried out in accordance with the Request for Qualifications, the evaluation committee is recommending selection of all seven engineering firms to be placed on the referral list for on-call engineering services.

Proposals evaluated by the evaluation committee:

Mary French-Jones
Economic Development Department

March 2, 2021
Date

AGENDA ITEM REVIEW FORM

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

Meeting Date: 03/10/2021

Department Head: Mary French-Jones, Grants Writer, Administration, Economic Development

Submitted By: Mary French-Jones, Grants Writer, Administration, Economic Development

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible direction to staff on any and all matters regarding Request for Qualifications (RFQ) for On-Call Architectural Services RFQ No. 2021-002. **(Mary French-Jones, Grants Writer)**

SUMMARY:

This year staff developed a Request for Qualifications (RFQ) Packet for On-Call Architectural Services, very similar to the process used for On-Call Engineering Services by the City over the past five (5) years. RFQ No. 2021-002 was announced in January 2021 in the Yuma Sun, City's website and the Yuma Plan Room. City staff conducted an optional pre-proposal meeting on January 27, 2021 and received RFQ packets from four (4) qualified architectural firms on February 11, 2021. An evaluation committee was formed to evaluate proposals. The four (4) eligible proposals were reviewed, see attached RFQ No. 2021-002 On-Call Architectural Services Summary and Recommendation List.

RECOMMENDATION / SUGGESTED MOTION:

DISCUSSION AND POSSIBLE DIRECTIONS TO STAFF ONLY, NO ACTION.

Fiscal Impact

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

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

No fiscal impact. The contracts will be implemented as needed and not at this time.

Attachments

RFQ No. 2021-002 Packet
RFQ Attachment A
RFQ Attachment B
Addendum No. 1 RFQ No. 2021-002

CITY OF SAN LUIS

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

ON-CALL ARCHITECTURAL SERVICES
RFQ-2021-002

SEALED STATE OF QUALIFICATIONS SUBMISSION DEADLINE

February 11, 2021

NO LATER THAN 3:00 P.M. - ARIZONA TIME

CITY OF SAN LUIS
ATTENTION: CITY CLERK
1190 E. UNION STREET | P.O. BOX 1170 | SAN LUIS, ARIZONA 85349

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Attachments

Attachment "A" Company's Legal Information
Attachment "B" Consultant Illustrative Agreement

City of San Luis, AZ
Request for Statement of Qualifications
On-Call Architectural Services
RFQ No. 2021-002

The City of San Luis is accepting Statements of Qualification (SOQ) from qualified architectural firms to provide continuing on-call, open-ended architectural services for consultation, design work and other professional services, as would be required of a City Architect.

This is a professional services SOQ Announcement and is listed on the City's website: www.sanluisaz.gov. SOQ packets are available at the City of San Luis City Hall,1090 E. Union Street PO Box 1170, San Luis, AZ 85349 or via email mfrench@sanluisaz.gov.

Respondents shall submit their Statement of Qualifications (SOQ) describing their consultant services, knowledge and experience in accordance with the SOQ packet and applicable addendums. ***The City Clerk will receive proposals until 3:00 p.m. (Arizona Time) on February 11, 2021 at City of San Luis City Hall │1090 E. Union Street │PO Box 1170 │ San Luis, AZ 85349.*** The City of San Luis reserves the right to reject any and all submittals or cancel this solicitation at any time.

Please direct written questions and RFQ Packet requests to:

Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street │PO Box 1170 │San Luis, AZ 85349
Email: mfrench@sanluisaz.gov

Advertisement Dates:
Tuesday, January 12, 2021
Tuesday, January 19, 2021
City of San Luis Website: www.sanluisaz.gov

PUBLIC NOTICE

CITY OF SAN LUIS

REQUEST FOR QUALIFICATIONS - ON-CALL ARCHITECTURAL SERVICES

RFQ No. 2021-002

The City of San Luis (City) is seeking qualified architectural firms to provide the necessary On-Call Architectural Services for the City.

The successful respondent(s) will be responsible for performing all project related on-call architectural services refers to vertical construction projects, including construction of new buildings/facilities/pools/ramadas/activity centers and/or remodels of existing building and facilities. Building projects often include disciplines or design elements such as architectural programming, architectural design, site planning, grading, drainage, demolition, civil improvements, offsite street improvements, offsite utility extensions, site lighting, landscaping, landscape irrigations, survey, horizontal control, structural engineering, plumbing, mechanical electrical lighting, fire protection, specials systems, security systems data and telecommunications systems, furniture design, roofing, flooring, site amenities, etc. Architectural projects including buildings or facilities, such as storage facilities, equipment rooms, electrical buildings and other facilities that may not be generally occupied by people during normal business hours. Projects may include transportation and/or water/wastewater improvements associated with building, as supporting ancillary improvements. Architectural services may include project management, design reports, detailed design and construction documents, contracting assistance and construction phase services, if applicable. Additionally, the architect will provide interim and final inspections to ensure construction according to specifications.

A copy of the complete Request for Statement of Qualifications may be obtained from Mary French-Jones Economic Development Department | City of San Luis, 1090 E. Union Street | P.O. Box 1170 San Luis, AZ 85349 | Voice: (928) 341-8584 x 2059 Fax: (928) 341-8549 | TTY: (928) 341-9146 | Email mfrench@sanluisaz.gov or www.sanluisaz.gov.

Sealed statement of qualifications will be received by the **City Clerk | San Luis City Hall | 1090 E. Union Street | PO Box 1170 | San Luis, AZ 85349 until 3:00 p.m. *(Arizona Time)* on Thursday, February 11, 2021**, at which time all submittals received will be opened and the names read. Failure of the respondent to complete all of the submittal documents may result in rejection of the submittal. **All sealed submittals should be clearly identified as "On-Call Architectural Services RFQ No. 2021-002."**

Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing. Any correspondence related to the RFQ

shall refer to the title section and number, page and paragraph. If information of a material matter is provided in response to any written correspondence or written question or if a clarification is issued by the City will be posted on the City of San Luis website www.sanluisaz.gov. This response shall serve as an addendum to the advertised call for statement of qualifications. Deadline for questions or Request for Clarifications is February 2, 2021 4:00 p.m. (Arizona Time).

The City of San Luis reserves the right to accept the most qualified submittals; to consider alternatives; to reject any or all submittals; and to waive irregularities of information in any submittal. Submittals received after the specified time of closing will be returned unopened. The City of San Luis also reserves the right to hold any or all submittals for a period of ninety (90) days after the date of opening. Respondents will not be allowed to withdraw submissions during the ninety (90) day period.

The City of San Luis is an Affirmative Action/Equal Opportunity Employer

City of San Luis, AZ
Request for Qualifications (RFQ)
On-Call Architectural Services
RFQ No. 2021-002

SCHEDULE OF EVENTS

Solicitation Information and Schedule

Description:	The Scope of Work consists providing On-Call Architectural services to the City of San Luis, Arizona. The City of San Luis is seeking submissions of qualifications from qualified licensed architectural firms to provide continuing, on-call, open-ended architectural services for consultation, design work and other professional services.
Project Number:	On-Call Architectural Services RFQ No. 2021-002
RFQ Announcement Date:	January 11, 2021
Optional Pre-Submittal Meeting	January 27, 2021 at 1:00 p.m. (Arizona Time) (Virtual)
Clarifications/Questions Deadline	February 2, 2021 at 4:00 p.m. (Arizona Time)
Proposal Opening	***February 11, 2021 at 3:00 p.m. (Arizona Time)***
Review Committee	February 17, 2021
Interviews:	Tentative - February 22 -23, 2021
City Council Work Session	Tentative - March 10, 2021 (Informational Only)
City Council Meeting	Tentative - March 24, 2021
PROJECT CONTACT:	Mary French-Jones, Economic Development Department mfrench@sanluisaz.gov or 928-341-8584 x 2059

Sealed qualifications will be received in the office of the **City Clerk │San Luis City Hall│ 1090 E. Union Street │PO Box 1170 │San Luis, AZ 85349 until 3:00 p.m. (Arizona Time) on Thursday, February 11, 2021**, at which time all submittals received will be opened and the names read. Failure of the respondent to complete all of the submittal documents may result in rejection of the submittal. **All sealed submittals should be clearly identified as "On-Call Architectural Services RFQ No. 2021-002."**

CITY OF SAN LUIS
REQUEST FOR STATEMENT OF QUALIFICATIONS
ON-CALL ARCHITECTURAL SERVICES RFQ No. 2021-002

I. REQUEST FOR QUALIFICATIONS (RFQ)

A. Request

Statement of Qualifications (SOQ) are now being accepted by the City of San Luis (City) for providing on-call architectural services and any other project-related services as deemed necessary by the City, in accordance with and as may be regulated by current local, state and federal laws.

Respondents to this RFQ must submit Statement of Qualifications (SOQ) to the City that will address the various components as set forth in this RFQ.

B. Obtaining a Request for Qualifications Package.

RFQ package is available to all qualified firms that request a copy prior to RFQ due date and can be obtained from the City of San Luis, Economic Development Department, 1090 E. Union Street, San Luis, Arizona 85349 or via email mfrench@sanluisaz.gov. Visit the City's website for further information regarding the San Luis community and region at www.sanluisaz.gov.

II. BACKGROUND INFORMATION

The City of San Luis is an incorporated municipality in located in the southwest corner of Arizona, with a population estimated at 39,705 persons, with a land area of over 33 square miles square miles. The City population is anticipated to approach 46,913 within the next four years. The accelerated growth of the community has required the City to continually plan and upgrade facilities to meet the ever-increasing demands upon its buildings and infrastructure. The City of San Luis is seeking submissions of qualifications from qualified firms licensed architectural firms to provide continuing, on-call, open-ended architectural services for consultation, design work and other professional services. Each project assignment will be authorized via a per project contract specifying the scope of services required, the maximum time allowed for the services and the fee or method of compensation.

III. TERM OF ON-CALL ARCHITECTURAL SERVICES REFERRAL LIST

A. It is the City's intent to select at least three or more qualified architectural firms to provide professional services for architectural services and other related services directly related to the activities identified under the Scope of Work on a contractual basis, as determined to best serve the interest of the City.

B. All fee proposals will be negotiated within each individual project contract over a five (5) year period.

IV. ASSIGNMENT/COMPENSATION

A. Upon City Council authorized resolution, the City will place the architectural firm(s) on an approved list for referral purposes that can be used by the City. Each project contract shall be negotiated with the architectural firm on a per project basis, based on the contract unit rates and the associated number of hours estimated to accomplish the scope of work, as applicable and as stated under each individual project contract agreement.

B. All project contract above $15,000 will need approval by the City Council under the City's Purchasing Code. The City will not guarantee that each project contract will be any specific amount or that the consultant will receive maximum or minimum number of project contracts.

V. SCOPE OF WORK

The City of San Luis is seeking submissions of qualifications from qualified licensed architectural firms to provide continuing, on-call, open-ended architectural services for consultation, design work and other professional services such as, but not limited to: (a) Vertical construction projects utilizing the following disciplines or design elements such as architectural programming, architectural design, site planning, grading, drainage, demolition site civil improvements, offsite street improvements, offsite utility extensions, site lighting, landscaping, landscape irrigations, survey, horizontal control, structural engineering, plumbing, mechanical electrical lighting, fire protection, specials systems, security systems data and telecommunications systems, furniture design, roofing, flooring, site amenities, etc. (b) Architectural projects including buildings or facilities, such as storage facilities, equipment rooms, electrical buildings and other facilities that may not be generally occupied by people during normal business hours; (c) Projects may include transportation and/or water/wastewater improvements associated with building, as supporting ancillary improvements. Architectural services may include project management, design reports, detailed design and construction documents, contracting assistance and construction phase services, if applicable; (d) Geotechnical and other testing, including microbial sampling; (e) Environmental and other technical reviews, as typically required by federal and state agencies; (f) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors and other individuals or organizations so designated by staff; (g) Designing/managing technical aspects of projects funded by federal and state agencies; (h) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors and other individuals or organizations so designated by staff; (i) Designing/managing technical aspects of projects funded by federal money (e.g., EDA, CDBG, FHWA, etc.), state projects (e.g., WIFA, AZGFD), or bond money, (i) Preparing, verifying and proofing legal description of designated properties.

VI. ARCHITECTURAL FIRM RESPONSIBILITIES

A. Responsibilities Architectural Firm(s)

1. General:

a. The architectural firm(s) shall be responsible for undertaking the services addressed under Section V above, or as negotiated (if required) with the City, upon execution of an assigned project agreement by both parties. Services provided will be under the direction, seal and signature of the appropriate professional architect(s) registered in the State of Arizona and active good standing with the Arizona State Board of Technical Registration.

b. The architectural firm(s) will be responsible to make presentations, attend meetings representing the City and work with public/private individuals on behalf of the City.

c. The architectural firm(s) will be responsible to make presentations, attend meetings representing the City and work with public/private companies on behalf of the City.

2. Deliverables:

a. The architectural firms(s) will provide all documentation pertaining to a completed assigned project to the City of San Luis. The City may use or reproduce such material. The consultant will be responsible to maintain documentation for a period agreed upon in each project contract.

b. The architectural firm(s) will be responsible to maintain the contracted time frames based on individual project contract(s) and meet the city demands.

3. Invoices:

All invoices will be submitted to the City of San Luis Finance Department and/or submitted to the Department that initiated the individual project contract.

4. Insurance:

Responder(s) is responsible for reviewing insurance requirements before submitting a response to this RFQ (reference Section XI Insurance Requirement).

5. Records and Audits:

Architectural firm(s) shall maintain accurate and financial records of its activities and operation relating to this agreement in accordance with generally accepted accounting principles and/or as required by local, state and federal funded projects.

6. Employment Verification

Architectural firm(s) warrants and shall require its sub-providers to warrant they are in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility.

VII. CITY'S RESPONSIBILITIES

A. Responsibilities of City of San Luis

1. General:

a. The City will make available all documents in the city's possession on and individual basis depending on the individual project contract.

b. City will provide facilities for all meetings during the course of the agreement.

c. City will create a review committee to evaluate the SOQ responses generated by this RFQ.

d. In the absence of any conflict of interest vis-à-vis a specific project, the City expects, but cannot guarantee in every instance, that the architectural firms(s) will be assigned to provide the requested architectural services. For example, the architectural firms(s) cannot provide architectural services to the City of San Luis for any task or project where, in the opinion of the City Attorney, a conflict of interest exists, if such an engagement were to be made.

e. The City reserves the right to terminate any part of or the entirety of this agreement that may result from the RFQ, without cause and at any time within thirty (30) calendar days written notice by City. In such case, the architectural firm(s) will be paid for services rendered through the date of the termination notice.

VIII. SOQ FORMAT & PROCESSING

The SOQ shall be a maximum of 25 pages including appendices. The pages shall be on standard 8.5" x 11" sheets of paper with a 12-point font. Submit two (2) originals with original signatures, signed in (blue ink) and marked "Original" and one (1) USB thumb-drive/flash drive containing a digital copy in PDF or PC readable format clearly identified with the firm's name. The SOQ must include the following:

A. Letter of Transmittal

An officer of the firm authorized to submit the SOQ must sign *(blue ink)* the transmittal letter. The letter shall include the consult's name, address, telephone number, fax number and email address. The letter shall have the location of the designated office of service provided.

B. Consultant Experience and Qualifications

1. Firm must be an architectural firm with one or more architects licensed in the State

of Arizona with the Board of Technical Registration.

2. Principal/Lead architect must have held an Arizona architect's license in the State of Arizona. *(Respondent must provide AZ professional license register number.)*
3. Firm must have an Arizona Registered Land Surveyor on staff or an engagement letter or team agreement contract with a Registered Land Surveyor (RLS), licensed by the State of Arizona, and with an office in Arizona at time of submittal.
4. Firm must have in-house CAD/GIS capabilities or have an engagement letter or team agreement with a provider of same at time of submittal.
5. Firm must have in-house Geotechnical testing capabilities or an engagement letter or team agreement with a provider of same at time of submittal.
6. Firm must have in-house environmental services capabilities or an engagement letter or team agreement with provider of same at time of submittal.
7. Firm must have experience in providing architectural services for municipality or another unit of local government. Such experience may include (but is not necessarily limited to):
   (a) Vertical construction projects, construction of new buildings/facilities/pools/ramadas/street scape and remodels of existing building and facilities (e.g., Design/redesign of a waste water treatment facility building; Design/re-design of a water treatment facility building; Design/re-design of police and fire facilities, such as dispatch, substations, etc.; Design/redesign of community facilities and parks and recreation facilities; Design/re-design of economic development-related projects such as business incubators, etc.)
   (b) Geotechnical and other testing, including microbial sampling;
   (c) Environmental and other technical reviews, as typically required by federal and state agencies;
   (d) Giving expert advice to local elected officials, planning and zoning commissions, the city administrators, city attorneys, department directors, and other individuals or organizations so designated by staff;
   (e) Designing/managing technical aspects of projects funded by federal money (e.g., CDBG, EDA, Homeland Security, etc.), state funded projects (e.g., WIFA), or bond money,
   (f) Preparing, verifying and proofing legal descriptions of designated properties.

List two (2) of the most significant architectural/architectural services projects' that your firm has undertaken for a municipality or other unit of local government in at least four (4) of the following categories within the last five (5) years:

- Police Department Projects
- Fire Department Projects
- Parks and Recreation Department Design/Redesign Projects (including: community facilities, park and recreation building, etc.).

- Landscape Design/Redesign Project (including site lighting, landscaping, landscape irrigation, etc.)
- Municipal Administrative Building Projects
- Downtown Corridor Design/Redesign Projects
- Public Works Department Design/Redesign Projects: (including: water/wastewater building facilities)

Please indicate for each project: (a) Location of each (state, county and municipality); (b) Approximate amount of the construction project, as applicable; (c) Role of firm in supplying architectural, developmental or other professional services and (d) Out of project.

8. Firm must meet the state and federal standards of having a DUNS number and be registered in the System for Award Management (SAM). *(DUNS number must be provided at time proposal is submitted.)*

9. Lead architect(s) and other key personnel in the firm should have a professional knowledge of Yuma County and the City of San Luis.

C. Project Team

The SOQ must include identification and organizations of the team propose to be assigned to any of the City projects. The architectural firms(s) must submit individual resumes (limit one page per individual), specific areas of responsibilities, and an organizational chart. Include a brief statement of the percent of turnover for the last three (3) years for those positions listed as key personnel and all other relevant staff that would be responsible for performing services under this agreement. Architectural firms(s) shall briefly discuss their selection and replacement procedures of these key personnel, timeframes and intent to maintain the quantities and quality of all such key personnel, timeframes and intent to maintain the quantities and quality of all such key personnel throughout the term of this agreement. This shall include registered land surveyor, CAD/GIS provider, and environment and geotechnical providers, if within the organization.

D. References

Include three (3) letters of recommendation from three (3) clients, of which at least two (2) from local government clients. The reference information should include: Client name, contract title, primary contact information (email and phone number), contract dates, contract amount, type of contract (private/public), length of relationship with client and description of innovative solution to meet customer needs.

E. Complaints

The SOQ must include a list of complaints filed against the firm for the past five years with the Board of Technical Registration, detailing: (1) the person/entity filing the complaint, (2) the nature of the

complaint, (3) the outcome of the complaint. In addition, it shall include a reference if there are any existing litigations against the firm. In addition, it shall include a reference if there are any existing litigations against the firm. In addition, please list all litigation, including arbitration, in which Respondent has been engaged as a party to litigation, either as claimant or defendant, during the past five (5) calendar years, by name and caption, a brief description of the nature of the litigation, location its outcome, and/or current status.

[This space left intentionally blank.]

IX. Protest Procedure

Notification of successful and non-successful architectural firm(s). All respondents will receive official notification via email regarding the award/non-award of proposed agreement(s). Respondents not selected have ten (10) business days from email delivery notification to initiate a written protest. Respondents may submit a protest addressed to Sonia Cornelio, City Clerk, P.O. Box 1170, San Luis, AZ 85349. Protests must contain at a minimum, the name, address, email address and telephone number of the protester; the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data and the form of relief requested. Within five (5) business days of receipt, and after consultation with legal counsel, the City will respond to the protest. The City of San Luis reserves the right to reject any or all RFQs; to waive irregularities of information in any RFQ; to re-advertise the RFQ; and/or to take any steps determined prudent in order to resolve the protest. The Selection Committee will screen and rank all submittals. Interviews may be conducted as part of the ranking process. Submittals received in reply to this request will be evaluated using the following criteria and scored based on a maximum of 100 points. Submittals will be evaluated, and the most qualified firm(s) will be selected, subject to negotiations of fair and reasonable compensation.

CRITERIA FOR SELECTION

1	Quality and Content of Proposal	10
2.	Qualifications	25
3.	Relative Experience and References	25
4.	Technical Approach and Cost Control	20
5.	Local Presence	5
6.	Interview.	15
	Total	100

X. SELECTION PROCESS AND SCHEDULE

A. Qualifications

The architectural firm(s) must show evidence of its technical capabilities in this work. Architectural firm(s) shall be knowledgeable of an of, and in accordance with all applicable federal, state and local government laws and regulations governing in the scope of work. Work will be completed in accordance with current professional's practices in the State of Arizona.

B. Formation of Committee

City staff will form an evaluation committee up to a maximum of five (5) city staff and/or outside representatives as the City deems appropriate to evaluate proposals. City may use city staff as observers during the process of this RFQ. Committee will be responsible to review, evaluate and the SOQ.

C. Criteria for Selection

Selection among the SOQs received will be based upon the following criteria:

1. Quality and Content of Proposal (10 Points)
   a. Presentation, completeness and quality of proposal requested in the SOQ.
2. Qualifications (25 Points)
   a. Design and management experience of each member with the project team.
   b. Capacity to do the work and responsiveness to City demands.
3. Related Experience and References (25 Points)
   a. Knowledge and experience with applicable local, state and federal regulations.
   b. Knowledge and awareness of specific City of San Luis architectural community needs.
   c. Knowledge and experience in local, state and federal grant management, process and regulations.
   d. Comparable projects with similar size and scope such as, but not limited to public administrative facilities, police department facilities, fire department facilities, parks and recreation department facilities, public works department facilities, downtown corridor design/redesign, etc.
4. Technical Approach and Cost Control (20 Points)
   a. Design and project approach.
   b. Cost savings due to efficiencies and quality control.
5. Local Presence (5 Points)
   a. Office and staff location within Yuma County.
6. Interview (15 Points)
   a. Present approach, proposal content and answers.

D. Evaluation Procedures

The SOQ will be evaluated by each committee member and rank. The committee will also participate in the formal interview. The top-ranking respondents will be designated as semi-finalist and may advance to an oral interview that will be conducted on (February 21 – 22, 2021 between the hours of 10:00 a.m. – 4:00 p.m. (Arizona Time) at San Luis City Hall (Pedro Julian Conference Room), located at 1090 E. Union Street, San Luis, Arizona. The City Point of Contact will contact each selected respondent to set up an interview date and time interview may be conducted virtually. The interviews will be conducted on two (2) consecutive days and none will be rescheduled. Each interviewee will make a 15-minute presentation and respond to committee questions. Each interview will be limited to 30 minutes. All interviews are mandatory and lead architect will be required to be present during the interview.

POINT OF CONTACT

Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street | P.O. Box 1170 | San Luis, Arizona 85349 | 928-314-4197
mfrench@sanluisaz.gov

E. SOQ Opening
The SOQ Opening will take place on **February 11, 2021 at 3:00 p.m. (Arizona Time)** at the San Luis City Hall. Responder who wish to be present may attend. The name of the architectural firm(s) will be announced. No other information will be made available at that time. All SOQ(s) will be held in confidence until an agreement(s) has been executed or the City rejects all SOQ(s).

F. Rejection of SOQ(s)
The City reserves the right to reject any or all SOQ(s), to make modifications to, or waive informalities in this request for qualifications, if the city staff deems this to be in the best interest of the City of San Luis.

G. Pre-Contractual Expenses
The City will not be liable for any pre-contractual expense incurred in the preparation of the SOQ, participation in this process and any other expenses incurred by the architectural firm(s).

H. Selection(s) Notification
Notification of successful and non-successful architectural firm(s). All respondents will receive official email notification regarding award/non-award of proposed agreement(s). City may conduct a two-step qualifications-based selection process. A selection committee will evaluate each Proposal submitted according to the criteria set forth in Section X, Item B. above. The Selection Committee will select from the "Proposals" received

The following tentative schedule has been prepared for this project. Please note schedule is based on ***Arizona Time***.

- **January 27, 2021:** Optional Pre-Proposal Meeting at 1:00 p.m. will be conducted virtually. Respondents wishing to attend please contact: Mary French-Jones at mfrench@sanluisaz.gov 48 hours prior to the meeting.
  San Luis City Hall | Pedro Julian Conference Room | 1090 E. Union Street, San Luis, AZ 85349.
- **February 2, 2021:** Requests for Clarification Deadline: February 2, at 4:00 p.m.
- **February 11, 2021: Proposal Deadline on or before 3:00 p.m.**
- Selection Committee evaluation and negotiations completed: (February 2021).
- Recommended Award of Agreement to the City Council: (March 2021)

XI. INSURANCE REQUIREMENTS

A. Consultant shall maintain in effect, at all times during the term of a City contract, insurance adequate to protect the City and its agents, representatives, officers, officials and employees against such losses as set forth below. Consultant shall provide City with a current Certificate of Insurance or a certified copy of the insurance policy naming the City as an additional insured (except for Errors and Omissions/Professional Liability coverage).

B. The insurance requirements will be set forth in a formal agreement for each project with the Consultant. For convenience purposes, an illustrative agreement, Attachment "B" is attached

containing insurance requirements that are consistent with what will be required for each project.

XII. INDEMNITY

To the fullest extent allowable by law, Consultant shall defend, indemnify and hold harmless the City and its representatives, officers, officials and employees (the "Indemnities") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of or resulting from Consultant's negligent acts, errors, mistakes or omissions in the performance of this Contract. Consultant's duty to defend, hold harmless and indemnify the Indemnitees hall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Contract (including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable) to the extent of Consultant's negligence or fault. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.

XIII. COMPLIANCE WITH FEDERAL AND STATE EMPLOYMENT LAWS

By submitting response to the RFQ, the Respondent warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility

CITY OF SAN LUIS
REQUEST FOR QUALIFICATIONS
ON-CALL ARCHITECTURAL SERVICES

XIV. CHECKLIST

Please utilize the following checklist for your contact and submittal of the qualifications.

Items highlighted below will count towards the maximum page limits.

	Description	Included
1.	Two signed and complete original Qualification	☐
	A. Letter of Transmittal	☐
	B. Qualifications of Project Team	☐
	C. Experience	☐
	D. Project Approach	☐
	E. Project Cost Control	☐
2.	One (1) Formatted USB-Thumb-Drive in PDF or Microsoft clearly marked with the Consultant's Name and RFQ #	☐
	Any Addenda included (signed and returned w/qualifications	☐
3.	• Signed Certification Page • Non-Collusion Affidavit	☐ ☐
4.	• Applicable completed – Company's Legal Information Form	☐

Point of Contract: Mary French-Jones
Economic Development Department
City of San Luis
1090 E. Union Street | P.O. Box 1170 | San Luis, AZ 85349
(928) 341-8584 x 2059
mfrench@sanluisaz.gov or

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities – Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(Typed Name of Official)	(Signature of Official)
(Typed Name of Firm)	(Date)

FEDERAL NON-COLLUSION AFFIDAVIT
ON-CALL ARCHITECTURAL SERVICES
RFQ 2021-002

Return this page with proposal.

State of Arizona

County of _____

_____, affiant, the

_____ of
(TITLE)

_____
(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying State of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of person not herein named, and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham submittal, or any other person, firm or corporation to refrain from submitting, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

_____

_____
(TITLE)

Subscribe and sworn to before me this
_____Day of _____, 20____.

_____
SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My Commission Expires_____, 20____).

FEDERAL REQUIREMENTS

The undersigned is fully aware that the on-call architectural services provided to the City of San Luis may be either wholly or partially federally-funded and hereby agrees to abide by the following:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuou8s places available to employees and applicants for employment.

6. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.

8. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1085, and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

9. In the event of the contractor's noncompliance with the nondiscrimination clauses off this contract or with any of such rules, regulation or orders, this contract may be cancelled, terminate, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

10. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of

Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKDERS WITH DISABILITIES – SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
   a. Recruitment, advertising and job application procedures;
   b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   c. Rates of pay or any other form of compensation and changes in compensation;
   d. Job assignments, job classifications, organizational structures, position descriptions, line of progression and seniority lists;
   e. Leaves of absence, sick leave or any other leave;
   f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
   g. Activities sponsored by the contractor including social or recreational programs; and
   h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
   a. Recruitment, advertising and job application procedures;

b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right from layoff and rehiring;
c. Rates of pay or any other form of compensation and changes in compensation;
d. Job assignments, job classifications organizational structures, position descriptions, lines of progression and seniority lists;
e. Leaves of absence, sick leave or any other leave;
f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
g. Activities sponsored by the contactor including social;
h. Any other term, condition or privilege of employment.

4. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice ant a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes and electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

6. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take

affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

7. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERD MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this proposal certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of their knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Recipient, Consultants, State of Arizona Department of Housing (ADOH), U.S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the City of San Luis or Consultants.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through §§38-505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the City of San Luis or Consultants that develops at any time during this contract will be immediately disclosed to the City of San Luis and Consultants.

ANTI-LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY

4.

Consultant warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 41-4401. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan or cooperative agreement.

CONSULTANT'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO:
ADDRESS:

SUBMITTED BY:
NAME:

Business Address:

Mailing Address:

DUNS Number:

Tax Identification Number:

License or Registration Number:

PRINCIPAL OFFICE:

☐ **Corporation**
☐ **Partnership**
☐ **Individual**
☐ **Joint Venture**
☐ **Other**

1. How many years has your organization been in business as a licensed consultant?

2. How many years has your organization been in business under its present business name?

   a. Under what other or former names has your organization operated?

3. If a corporation, answer the following:

a. Date of incorporation:
b. State of incorporation:
c. President's name:
d. Vice-president's name(s):
e. Secretary's name:
f. Treasurer's name:

4. If an individual or a partnership, answer the following:

g. Date of organization:
h. Name and address of all partners (state whether general or limited partnership).

CONSULTANT SIGNATURE PAGE AN INDIVIDUAL

By:_____

_____
(Printed or Typed Name of Individual)

Do Business As: _____

License or Registration No.
_____

DUNS No. _____

Business Address _____

Mailing Address _____

Phone No._____Fax No._____Email
_____

A PARTNERSHIP

By:_____
(Firm's Name)

_____
(Printed or Typed Name of Individual)

Do Business As: _____

License or Registration No.
_____

DUNS No. _____

Business Address _____

Mailing Address _____

Phone: _____ Fax: _____ Email:_____

CONSULTANT SIGNATURE PAGE
A CORPORATION

By:

_____

_____
(Corporation's Name)

_____
(State of Incorporation)

By:

_____

_____
(Signature of Officer Authorized to Sign)

_____
(Printed or Typed Name of Officer)

Attest:_____
(Secretary)

Federal ID No. _____

DUNS No. _____

Business Address _____

Mailing Address _____

Phone:_____ Fax:_____ Email:_____

JOINT VENTURE

By:

_____

_____

(Signature)

_____

(Printed or Typed Name)

_____

(Address)

Phone _____Fax _____
Email _____

By:

_____

_____

(Signature)

_____

(Printed or Typed Name)

_____

(Address)

Phone _____Fax _____
Email _____

(Each party to the joint venture must sign. The manner of signing or each individual partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

THIS PROPOSAL IS SUBMITTED
BY:

_____

,

A corporation organized under the laws of the State of_____; a partnership consisting of_____: or an individual trading as_____and is the holder of an Arizona State Civil Engineer's License:_____

(Photocopy Attached).

Classification_____

No._____

_____

_____

(Failure to fill in the information above, regarding the proposer being a holder of Arizona State License is grounds for rejection).

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement is made on the_____day of_____, 2021 between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and _____, Architect of Yuma, Arizona, having a principal being a registered architect of the State of Arizona ("Architect"):

Witness:

By this Agreement the City hereby engages the services of Architect for the following described project ("Project"): (Insert Project Name).

This Project is being undertaken by the City of San Luis, Arizona and is to implement such renovations under the general direction of the (Insert funding source/entity and program name, if applicable).

The accomplishment of the work and services describe in the Agreement is necessary and essential to the senior services improvement program of the City; and

The City desires to engage the Architect to render professional architectural services for the project described in this Agreement, and the Architect is willing to perform those services.

Therefore, in consideration of the premises and agreements contained here, the parties agree as follows:

ARTICLE I. DESCRIPTION OF PROJECT

A. Architectural design for (insert project location and general scope of work).
The Project design for renovations is all for an estimated of $
Architect will supply the City with an estimated construction cost.

B. The term "estimated construction cost" is defined as the total estimated cost for the promises and agreement to perform the work as described in the following:

Request for Qualifications (RFQ) construction of the Project assigned to the Architect under this Agreement in a good and competent manner as specifically indicated in the Architect's submittal date (insert date), 2021, and to the satisfaction of the City or its designees. The terms of the above-referenced RFQ and the Architect's Submittal is incorporated herein by reference and such items are made a part of this Agreement as if the same

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were set forth fully herein. In the event any incorporated term may be inconsistent with and express term of this Agreement, the latter shall prevail.

ARTICLE II. ARCHITECT'S SCOPE OF WORK

The Architect shall perform professional architectural services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit I. which is attached to this Agreement and by this reference made a part of it.

ARTICLE III. CHANGES IN SCOPE

If changes occur in either the Architect's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. For the purposes of such a change, the Architect will supply to City an estimate of the cost for such change in services or project, and the amount paid for such change in services or project by City shall not exceed said estimate.

ARTICLE IV. ARCHITECT'S FEE

A. Basic Fee

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Architect shall be paid a "Basic Fee," which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a total lump sum amount $(Insert Amount).

.

2. The parties agree that the Basic Fee is based upon the Scope of Services to be provided by the Architect and is not necessarily related to the estimated construction cost of the Project. In the event that the estimated construction cost differs from the estimated construction cost, the Architect's compensation will not be adjusted unless the Scope of Services to be proved by the Architect's changes, and the adjustment is agreed to by the parties in writing pursuant to Article III above.

Payment Schedule for Basic Fee

a. Design phase services for the San Luis Senior Center Renovations Project will be provided for a cost of $_____.

b. Construction inspection and administration (if applicable) of the Improvements Phase II will be provided for a cost of $_____.

2. The parties agree that the Basic Fee is based upon the Scope of Services to be provided by the Architect and is not necessarily related to the estimated construction cost of the Project. In the event that the estimated construction cost differs from the estimated construction cost, the Architect's compensation will not be adjusted unless the Scope of Services to be provided by the Architect's changes and the adjustment is agreed to by the parties in writing pursuant to the provisions of Article III above.

B. Payment Schedule for Basic Fee

1. Basic Fee shall be paid in the following installments as the Architect's work progresses:

a. Thirty percent (30%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Preliminary Design Phase. If the City terminates this Agreement after the completion and acceptance, no further fees shall be due the Architect under Paragraph A of Article IV of this Agreement.

b. Sixty percent (60%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Final Design Phase. If the City terminates this Agreement after that completion and acceptance, no further fees shall be due the Architect under Paragraph A of Article IV of this Agreement.

c. Ninety percent (90%) of the Basic Fee upon completion and acceptance by the City of the necessary work in the Final Design Phase. If the City terminates this Agreement after that completion and acceptance, no further fees shall be due the Architect.

d. The final ten percent (10%) of the Basic Fee prorated in accordance

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with Final Design, and acceptance of the Project, and upon completion and acceptance by the Project, and receipt of approved reproducible mylar drawings of the Project plans prepared in a format prescribed by the Economic Development Manager or designee.

C. Payment for Special Services.

As compensation for the services rendered by the Architect as set forth in Paragraph B of Exhibit I of this Agreement entitled “Special Services,” the City shall pay the Architect such sums as may be agreed to by written amendment to this agreement. For such Special Services, Architect agrees to furnish to City an estimate of cost for such special service. If the City agrees to have Architect perform that service, Architect agrees that the amount charged shall not exceed such estimate. Any agreement for such special service shall be as a supplemental agreement pursuant to Article III above.

D. Certified Cost Records.

The Architect shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account of the Architect shall be subject to audit by the City. The Architect shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

E. Gross Receipts Tax.

To the fees and other payments payable under this agreement, the Architect may add any applicable gross receipts tax.

ARTICLE V. OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

A. The field notes, design notes, and logs of any wells drilled, as instruments of service, are and shall remain the property of the Architect, however, copies of such records shall be furnished to City upon its request. All drawings of the construction plans, including any “as built” drawings, shall be the property of City. The City agrees that Architect shall retain any common law copyright and that the City will not allow copies to be reproduced in a manner inconsistent with said common law copyright. The City shall be furnished, at no additional cost, a disk of all design drawings, including any “as built” construction drawings, with one set of reproducible mylars of the original drawings of the work.

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B. The City shall make copies, for the use of the Architect, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Architect under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

C. The Architect shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Architect.

ARTICLE VI. CONTRACT TIMES

The Architect's work for the Preliminary Design and Final Design Phases of the Project will be completed and ready for final payment within 90 calendar days of the date in the Notice to Proceed. The Architect's work for the Construction Phase shall correspond to the time allowed for construction and shall be completed within 30 days of the Contractor completing work. No work shall commence before the Notice to Proceed issued. Furthermore, this Agreement does not take effect and is not valid unless and until it is accepted and approved by the City of San Luis.

ARTICLE VII. TERMINATION

A. This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the City for its convenience upon twenty (20) days' prior written notice to the Architect.

C. In the event of termination, as provided in this Article, the Architect shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Architect's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Architect in performing the services included in this Agreement, whether completed or in progress.

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ARTICLE VIII. ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

ARTICLE IX. CONFLICT OF INTEREST

This agreement is subject to the Conflict of Interest Laws of the State of Arizona. It is subject to the cancellation provisions of A.R.S. §38-511.

ARTICLE X. INDEMNITY

To the fullest extent permitted by law, the Architect agrees to defend and indemnify the City and its officers, agents, and employees against any and all actions of any character brought because of any injury or damage sustained by any person, persons, or property resulting from any asserted negligent act, error, or omission of the Architect or its agents or employees, in whole or in part. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE XI. INSURANCE

The Architect agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Architect shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

a. Workmen's Compensation Insurance.

Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Arizona.

b. Liability Insurance.

[Intentionally left blank, continues next page]

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The following types and amounts of insurance are required as minimums:

Worker's Compensation	Statutory
Employer's Liability	$100,000 each Accident
Disease	$100,000 each Employee
	$500,000 Disease Limit Policy
Commercial General Liability	$1,000,000 per Occurrence
Products/Completed Operations	$2,000,000 Annual Aggregate
Professional Liability and Annual Aggregate	$1,000,000 each Occurrence
Consultant's Protective Bodily Injury	$2,000,000 each Occurrence and Annual Aggregate
Consultant's Protective Personal Property	$1,000,000 each Occurrence and Annual Aggregate
Automobile Bodily Injury and Property Damage	$1,000,000 each Occurrence and Annual Aggregate
Valuable Papers	$100,000

Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Contract.

ARTICLE XII. DISCRIMINATION PROHIBITED

In performing the services required under this agreement, the Architect shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

[Intentionally left blank, signature page follows]

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ARTICLE XIII. ADMINISTRATION OF AGREEMENT

The City Manager, or authorized representative, shall administer this Agreement for the City.

In Witness, the parties have executed this Agreement as of the day and year written first above.

The City of San Luis	Contractor
By:_____	By: _____
Tadeo De La Hoya, City Manager	Architect

APPROVED AS TO FORM:

By:_____
Kay Macuil, City Attorney

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EXHIBIT I. DUTY OF ARCHITECT

The Architect shall render professional architectural services as described below:

A. Basic Services

1. Preliminary Design Phase and Final Design Phase

a. Confer with the City to review its objectives and requirements, inspect the site of the work, review the available material assembled by the City, and discuss design criteria and scheduling.

b. Plan and make the necessary reconnaissance surveys and other field investigations, if any are required.

c. Prepare, preliminary plans, preliminary estimate of cost, and outline specifications.

(2) Preliminary architectural studies, preliminary plans, preliminary estimates of cost, and outline specifications, shall be submitted for review and comment by the City.

(3) The Architect shall not proceed with further performance of Basic Services until receiving a written order to do so from the City.

b. Confer with the City and other interested parties as required to review comments from the preliminary Design Phase submittal.

c. Prepare complete detailed working drawings and accompanying documents. All plans, specifications, documents, and layouts prepared by the Architect shall conform to and comply with standard practice and design requirements of the City and applicable codes and ordinances. Drawings shall show existing utilities and their locations. Contract Documents shall indicate the sequence in which utilities are to be relocated, where applicable.

d. Prepare and submit a detailed Architect's estimate of cost for the Project. The term “estimated construction cost” is defined as the total estimated cost for the construction of the Project assigned to the Architect under this Agreement for design, excluding fees or other costs for architectural cost, lands, and rights-of-way, and for legal and administrative procedures.

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e. Detailed working drawings, specifications, and other Contract Documents to the City for review and comments.

f. Confer with the City and other interested parties or agencies as required to review comments from the preceding submission. Corrections and minor changes in the completed Contract Documents, which are required by the City, shall be made by the Architect at no additional cost to the City.

g. After incorporation of comments, provide the City with the requested number of check sets of Contract Documents for the Project.

h. Upon final City approval of the contract documents and prior to the first Advertisement for Bids, provide the City with the requested number of sets of the approved Contract Documents for the Project.

2. The Construction Phase

a. Assist the City in obtaining construction bids. Tabulate bids and furnish a recommendation regarding the award of the construction contract.

b. Upon award of the construction contract, provide the City with the requested number of sets of formal Contract Documents for the Project, including plans and specifications.

c. Assist the City in the execution of formal Contract Documents for the construction contract.

d. Furnish consultation and advice during construction of the work.

e. Make periodic inspections and observation of the work in progress and provide inspection reports.

f. Make periodic estimates and certificates of payment at intervals required by the specifications of the Project.

g. Prepare reproducible “as built” drawings to reflect construction as actually accomplished**.**

h. Make final inspection and recommendation regarding acceptance of the work performed in the construction contract. In performing construction inspection and observation, it is expressly understood and agreed that the Architect will exert all reasonable effort to insure compliance with requirements of the construction contract, but the Architect does not guarantee the performance of the Contractor.

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B. Special Services

Only when directed in writing by the City, the Architect shall furnish or acquire for the City requested professional and technical services not covered by the Basic Services.

C. Performance

1. The Architect agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the schedule specified here. The City is not liable and will not pay the Architect for any services rendered before written authorization is received by the Architect.

2. The Architect shall submit:

a. Final construction contract documents ready for bid.

b. “As built” drawings after satisfactory completion of the Project.

3. If any delay is caused to the Architect by order of the City to change the design or plans; or by failure of the City to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Architect that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Architect; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Architect at the moment a cause for delay occurs.

4. Since the work of the Architect must be coordinated with the activities of the City, the Architect shall advise the City in advance, of all meetings and conferences between the Architect and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Architect.

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ADDENDUM No. 1
On-Call Architectural Services RFQ No. 2021-002
Issued – February 3, 2021

To: Respondents of Record

From: City of San Luis, Arizona

The following addendum to the City of San Luis On-Call Architectural Services RFQ No. 2021-002 project is made. Make all revisions to the Request for Qualifications Packet Documents stated herein. Insofar as the original RFQ packet documents with this Addendum, the Addendum shall govern. The acknowledgement of receipt of this Addendum is required to be completed in the space provided on this Addendum and return with their Statement of Qualifications.

This Addendum consists of the following

- **Request for Clarification & Question Response (2 pages)**

RFQ PACKET CORRECTIONS AND QUESTION

CONFIRMATION:
All addenda are be posted on the City's website https://www.sanluisaz.gov/bids.aspx?bidID=12

Respondents shall submit their Statement of Qualifications (SOQ) describing their consultant services, knowledge and experience in accordance with the SOQ packet and applicable addendums. ***The City Clerk will receive proposals until 3:00 p.m. (Arizona Time) on February 11, 2021 at City of San Luis City Hall │1090 E. Union Street │PO Box 1170 │ San Luis, AZ 85349.*** The City of San Luis reserves the right to reject any and all submittals or cancel this solicitation at any time.

CHANGE: Submit one fully-executed (1) pdf hard copy and one (1) USB thumb-drive/flash drive containing a digital copy in PDF or PC readable format clearly identified with the firm's name to the City Clerk (see above for address information).
Reference: *VIII. SOQ FORMAT & PROCESSING (p. 9)*

CHANGE
REVISED: Language change highlighted below:
2.Firm must have an Arizona Registered Land Surveyor on staff or an engagement or team arrangements or contract with a Registered Land Surveyor (RLS), licensed by the State of Arizona, and with an office in Arizona at time of submittal
3.Firm must have in-house CAD/GIS capabilities or have an engagement or team arrangements or contract with a provider of same at time of submittal.
4.Firm must have in-house Geotechnical testing capabilities or an engagement or team arrangements or contract with a provider of same at time of submittal.
5.Firm must have in-house environmental services capabilities or an engagement or team arrangements or contract with provider of same at time of submittal.

Reference: *VIII. SOQ FORMAT & PROCESSING B. Consultant Experience and Qualifications No. 2-5 (p. 10)*

CHANGE: Corrected tentative interview dates are February 22-23, 2021 (may be subject to change).
Reference: *Schedule of Events (p. 5.1); Section X. Selection Process and Schedule Category D.*

DELETE: Each interviewee will make a 15-minute presentation and respond to committee questions.
REPLACE: Each interviewee will respond to committee questions based on respondent's SOQ.
Reference: *Section X. Selection Process and Schedule Category D.*

QUESTION: Do all team members need to be licensed in the State of Arizona.
RESPONSE: Lead firm, principal architect and land surveyor, mechanical engineer and electrical engineer and sub-consultants are required to be registered and licensed in the State of Arizona.
Reference: *VIII. SOQ FORMAT & PROCESSING B. Consultant Experience and Qualifications No. 1 – 3 (pp.9-10)*

ADDITION: Firm must have an Arizona Registered Land Surveyor, Electrical Engineer and Mechanical Engineer on staff or an engagement letter or team agreement arrangement with a Registered Land Surveyor (RLS), licensed by the State of Arizona, and with an office in Arizona at time of submittal.
Reference: *VIII. SOQ FORMAT & PROCESSING B. Consultant Experience and Qualifications No. 3 (p. 10)*

QUESTION: If a firm has both the capacity to submit a proposal for both RFQ 2021-02 On-Call Architectural Services and RFQ 2021-01 On-Call Engineering Services is that permissible?
RESPONSE: Yes, if a firm is qualified to submit for both RFQs.

QUESTION: Is it possible to submit as both a prime and be listed as a subconsultant to another firm submitting as a prime?
RESPONSE: Yes, in the absence of any conflict of interest and in the opinion of the City Attorney.
Reference: *RFQ Packet VII. CITY'S RESPONSIBILITIES - A.1.d. (p. 9)*
In the absence of any conflict of interest vis-à-vis a specific project, the City expects, but cannot guarantee in every instance, that the architectural firms(s) will be assigned to provide the requested architectural services. For example, the architectural firms(s) cannot provide architectural services to the City of San Luis for any task or project where, in the opinion of the City Attorney, a conflict of interest exists, if such an engagement were to be made.

Please sign, date and include this document with your proposal. Failure to due so will constitute an incomplete proposal submission.

_____ _____

Authorized Signature **Date**

City of San Luis
Economic Development

RFQ NO. 2021-002 ON-CALL ARCHITECTURAL SERVICES
PROPOSAL EVALUATION AND RECOMMENDATION

Request for Qualifications No. 2021-002: On-Call Architectural Services Referral List

Proposal Deadline Date: February 11, 2021 3:00 p.m.

Proposal Evaluation Summary:

Name of Firm	Total Points
EAPC	301
NEI	300.5
MWK	292
Thompson Design Architects	286

***Maximum Points = 340**

On the basis of the evaluation which was carried out in accordance with the Request for Qualifications, the evaluation committee is recommending selection of all four architectural firms to be placed on the referral list for on-call architectural services.

Proposals evaluated by the evaluation committee:

Mary French-Jones
Economic Development Department

March 2, 2021
Date

AGENDA ITEM REVIEW FORM

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

Meeting Date: 03/10/2021

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Monica Castro, Director of Finance, Finance Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution 2156. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, (1) approving the sale and execution and delivery of pledged excise tax revenue obligations, Taxable Series 2021, evidencing a proportionate interest of the owners thereof in a third excise tax purchase agreement; (2) approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents related to the sale and execution and delivery of such obligations; (3) adopting post-issuance continuing disclosure compliance procedures in connection with Issuance of obligations of the city and a contingency reserve fund policy; (4) delegating authority to the Finance Director of the city to cause a transfer of appropriations within the Fiscal Year 2021 Budget of the city; (5) delegating authority to the Mayor, Manager and Finance Director of the city to determine certain matters and terms with respect to the foregoing; (6) authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and (7) declaring an emergency. **(Mark Reader, Underwriter, a Managing Director in Public Finance for Stifel, Nicolaus & Company, Inc.)**

SUMMARY:

Staff followed the directions from the Work Session on February 3, 2021 to secure obligations to pay the Public Safety Personnel Retirement System (PSPRS) unfunded liability.

The City of San Luis participates in the Arizona Public Safety Personnel Retirement System (PSPRS) for its police and fire department employees and those departments' retirees. The police plan is funded below about 65% as of the 2019 valuation, while the fire plan is funded at over 86%.

This item is now before City Council for consideration and possible adoption of a resolution (1) approving the form and authorizing the sale and execution and delivery of pledged excise tax revenue obligations taxable series 2021, evidencing a proportionate interest of the owners, thereof in a lease-purchase agreement; (2) Approving the form and authorizing the execution and delivery of necessary agreement, instruments and documents related to the sale and execution and delivery of such obligations; (3) Adopting post-issuance continuing disclosure compliance procedures in connection with issuance of obligations of the city and a contingency reserve fund policy; (4) Approving a transfer of appropriations and increase of budget within the Fiscal Year 2021 budget of the city; (5) Delegating authority to the Mayor, City Manager and Director of Finance to determine certain matters and terms with respect to the foregoing; (6) Authorizing the taking of all other actions of all other action necessary to the consummation of this bond transaction and (7) Declaring an emergency.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2156.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$8,800,000
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	TBD

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

Finance was able to identify budget capacity within this fiscal year to carry out this transaction. We would like to request council authorization to make the necessary budget transfers up to the amount of $8,800,000 so that this bond transaction can be completed.

Attachments

Resolution No. 2156
Purchase Agreement
Trust Agreement
Obligation Purchase Agreement
Preliminary Official Statement
Continuing Disclosure Procedures
San Luis Policy PSPRS Reserve Fund

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO. 2156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, (1) APPROVING THE SALE AND EXECUTION AND DELIVERY OF PLEDGED EXCISE TAX REVENUE OBLIGATIONS, TAXABLE SERIES 2021, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN A THIRD EXCISE TAX PURCHASE AGREEMENT; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND EXECUTION AND DELIVERY OF SUCH OBLIGATIONS; (3) ADOPTING POST-ISSUANCE CONTINUING DISCLOSURE COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF OBLIGATIONS OF THE CITY AND A CONTINGENCY RESERVE FUND POLICY; (4) DELEGATING AUTHORITY TO THE FINANCE DIRECTOR OF THE CITY TO CAUSE A TRANSFER OF APPROPRIATIONS WITHIN THE FISCAL YEAR 2021 BUDGET OF THE CITY; (5) DELEGATING AUTHORITY TO THE MAYOR, MANAGER AND FINANCE DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; (6) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND (7) DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of San Luis, Arizona (the "City"), has determined to fund (i) all or a portion of the City's unfunded liabilities (the "Current Funding") with respect to the Arizona Public Safety Personnel Retirement System ("PSPRS") and in connection therewith acquire the evidence of payment executed and delivered by PSPRS as a result of the Funding (the "Project"), and (ii) amounts all or a portion of which will fund future portions of the City's unfunded liabilities (each a "Future Funding") with respect to PSPRS and in connection therewith acquire evidences of payment executed and delivered by PSPRS as a result of any Future Funding (collectively with the Project, the "Projects"), by entering into a Third

Excise Tax Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligations (the "Purchase Agreement"), with an entity serving in the capacity of trustee determined as provided herein (the "Trustee"), in its separate capacity as "Seller"; and

WHEREAS, in connection with the Purchase Agreement, the City Council hereby deems it necessary and desirable to provide for the sale and execution and delivery of pledged excise tax revenue obligations, to be designated "Pledged Excise Tax Revenue Obligations, Taxable Series 2021" (the "Obligations"), evidencing proportionate interests of the owners of the Obligations in payments to be made by the City to the Trustee pursuant to a Third Excise Tax Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligations established as provided herein (the "Trust Agreement"), between the Trustee and the City, such payments to be made pursuant to the Purchase Agreement; and

WHEREAS, the payments represented by the Obligations will be secured by amounts received under the Purchase Agreement pursuant to which the City will pledge the revenues from the Excise Taxes and the State Shared Revenues (each as defined in the Trust Agreement); and

WHEREAS, the City Council will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the underwriter (the "Underwriter"), and not acting as a municipal advisor as defined in the Registration of Municipal Advisors Rule of the Securities and Exchange Commission, and has determined that the Obligations should be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the hereinafter defined Authorized Representatives; and

WHEREAS, pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), Participating Underwriters (as defined in the Rule) are required to reasonably determine that issuers have entered into written undertakings to make ongoing disclosure in connection with offerings of obligations to investors subject to the Rule, including with respect to the Obligations, to be dated the date of the Obligations (the "Undertaking"); and

WHEREAS, the City Council hereby determines that procedures should be adopted in order to document practices and describe various procedures for preparing and disseminating such ongoing disclosure for the benefit of the holders of obligations of the City and to assist the Participating Underwriters in complying with the Rule and such written undertakings (the "Procedures"); and

WHEREAS, the City Council hereby also determines that the policy titled "City of San Luis: Public Safety Personnel Retirement System Contingency Reserve Funds" (the "Policy") should be adopted in order to set forth procedures for managing the contingency reserve fund(s) to be established in connection with the execution and delivery of the Obligations; and

WHEREAS, the City Council hereby also further determines to delegate authority to the Finance Director of the City to cause a transfer of appropriations within the previously adopted fiscal year 2021 annual budget to reduce certain revenues and expenditures in certain

budget funds and to increase revenue and expenditure capacity in certain other funds so that the City is able to pay the costs of the Projects in the current fiscal year of the City; and

WHEREAS, there have been presented to the City Council at the meeting at which this Resolution is being adopted the proposed forms of: (1) the Purchase Agreement; (2) the Trust Agreement; (3) the Undertaking; (4) an obligation purchase contract, to be dated the date of the sale of the Obligations (the "Purchase Contract"), by and between the City and the Underwriter, for the purchase of the Obligations; (5) a preliminary official statement, to be dated the date of the dissemination thereof (the "Preliminary Official Statement"), relating to the Obligations, which, as to be revised after the sale of the Obligations, shall constitute the Official Statement, to be dated the date of sale of the Obligations (the "Official Statement"), relating to the Obligations; (6) the Procedures; and (7) the Policy; and

WHEREAS, financing the costs of the Projects pursuant to the Purchase Agreement is in furtherance of the purposes of the City and is in the public interest;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AS FOLLOWS:

Section 1. (a) The execution and delivery of the Obligations by the Trustee is approved.

(b) The Mayor, Manager and Finance Director of the City or the designees of any of them (collectively, the "Authorized Representatives") are authorized to determine on behalf of the City: (1) the entity to serve as Trustee; (2) the aggregate principal amount of the Obligations (but not to exceed $9,500,000); (3) the date the Obligations are to be sold to the Underwriter; (4) the date the Obligations are to be dated; (5) the dates on which interest on the Obligations is to be payable and the interest rates per annum the Obligations are to bear (but not to exceed 4% per annum); (6) the dates the Obligations are to become payable (but not later than a final stated payment date in 2038), the principal amounts to become payable on such dates and the provisions for prepayment thereof in advance of such dates; and (7) the terms upon which the Obligations are to be sold to the Underwriter (including determinations of price, original issue discount and premium and underwriting compensation).

(c) The Authorized Representatives are further authorized to determine on behalf of the City whether the purchase of an insurance policy securing payment of the Obligations would be advantageous to the City or the terms of the financing represented by the Obligations. The Authorized Representatives are authorized to negotiate with and secure, with proceeds of the Obligations or otherwise, such an insurance policy, from one or more institutions, the claims-paying ability of which are then assigned one of the two highest rating categories by a nationally recognized credit rating agency. The Authorized Representatives are authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such insurance policy, including those making provision for the repayment of amounts advanced by the institutions issuing such insurance policy.

(d) The form and other terms of the Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, prepayment and number shall be as set forth in the Trust Agreement and are approved.

(e) The Procedures and the Policy are hereby adopted to establish policies and procedures related to the purposes set forth in the Recitals hereto. The right to use discretion as necessary and appropriate to make exceptions or request additional provisions with respect to the Procedures and the Policy as may be determined is hereby reserved. The right to change the Procedures and the Policy from time to time, without notice, is also reserved.

(f) The Finance Director of the City is authorized to cause a transfer of appropriations within the previously adopted fiscal year 2021 annual budget to accomplish the purposes set forth in the Recitals hereto.

Section 2. The Obligations are to be sold to the Underwriter pursuant to the terms of the Purchase Contract, such terms to be determined as provided hereinabove.

Section 3. The forms, terms and provisions of the Purchase Agreement, the Trust Agreement, the Purchase Contract and the Undertaking, in substantially the forms of such documents (including the Obligations and other exhibits thereto) presented at the meeting of the City Council at which this Resolution is being adopted are approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove, and shall be approved by the Authorized Representatives, the execution of each such document being conclusive evidence of such approval. The Authorized Representatives, and the Clerk of the City, where applicable, are authorized and directed, for and on behalf of the City, to execute and deliver and attest or approve the Purchase Agreement, the Trust Agreement, the Purchase Contract and the Undertaking, and to take all action to carry out and comply with the terms of such documents.

Section 4. The distribution of the Preliminary Official Statement by the Underwriter is approved, and the Official Statement in substantially the form of the Preliminary Official Statement, with such changes or revisions therein from the form of the Preliminary Official Statement as may be approved by the Authorized Representatives, is approved, and the Authorized Representatives are authorized, empowered and directed, in the name and on behalf of the City, to execute and deliver the same to the Underwriter and to execute and deliver instruments confirming that the Preliminary Official Statement is "deemed final" in accordance with the Rule.

Section 5. The Trustee (including in its separate capacity as Seller) is requested to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement and the Trust Agreement and the sale and execution and delivery of the Obligations and is further authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 6. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on the revenues from the Excise Taxes and the State Shared Revenues and the restriction on the issuance of further parity obligations secured by the revenues from the Excise Taxes and the State Shared Revenues are approved and confirmed.

Section 7. The Authorized Representatives and other officers of the City, on behalf of the City, are authorized and directed, without further order of the City Council, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the City to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated hereby and as may be necessary to carry out the terms and intent of this Resolution.

Section 8. All actions of the officers and agents of the City which conform to the purposes and intent of this Resolution and which further the sale and execution and delivery of the Obligations as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 9. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 10. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the City for the reason that the Obligations authorized herein must be sold immediately to secure the best, available economic terms therefor; an emergency is, therefor, declared to exist, and this Resolution is enacted as an emergency and shall be in full force and effect immediately upon its passage by the City Council, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona. After any of the Obligations are delivered by the Trustee to the Underwriter and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of San Luis, Arizona, this 10th day of March 2021.

.....
Mayor

ATTEST:

.....
City Clerk

APPROVED AS TO FORM:

.....
City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2156 was duly passed and adopted by the City Council of the City of San Luis, Arizona, at a regular meeting held on the 10th day of March 2021, and the vote was ..... ayes and ..... nays.

.....
City Clerk

DRAFT
03/09/21

THIRD EXCISE TAX PURCHASE AGREEMENT

by and between

_____,
as Seller

and

CITY OF SAN LUIS, ARIZONA,
as Purchaser

Dated as of _____ 1, 2021

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THIRD EXCISE TAX PURCHASE AGREEMENT

THIS THIRD EXCISE TAX PURCHASE AGREEMENT, dated as of _____ 1, 2021 (this "Agreement"), by and between the CITY OF SAN LUIS, ARIZONA, a municipal corporation under the laws of the State of Arizona (the "City"), as purchaser hereunder, and _____, a national banking association authorized to execute trust powers in the State of Arizona, as trustee under the Third Excise Tax Trust Agreement, dated as of even date herewith (the "Trust Agreement"), but in its separate capacity as seller (the "Seller") hereunder,

W I T N E S S E T H:

WHEREAS, the Mayor and Council of the City have determined that it will be beneficial to its citizens for the City to finance the costs of the Projects (as such term and all other terms not otherwise defined herein are defined in the Trust Agreement); and

WHEREAS, for the purpose of financing the costs of the Projects, the Mayor and Council of the City requested, and the Trustee sold and executed and delivered, respectively, the Obligations, and the Trustee has caused deposits and transfers to be made as described in the Trust Agreement; and

WHEREAS, the City is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize the City to enter into this Agreement and the transactions contemplated by this Agreement; the City has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of the City, enforceable against the City in accordance with its terms; all required procedures for execution and performance of this Agreement have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City; and

WHEREAS, the Seller has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Term and Payments.

(a) In order to finance the costs of the Projects, the City hereby sells and conveys any interests it has in the Project to the Seller, without recourse, representation or warranty, for the sum of $10.00 and other valuable consideration had and received, and will sell

and convey any interests it has in the Additional Projects to the Seller pursuant to the provisions of the Trust Agreement, without recourse, representation or warranty, for the sum of $10.00 and other valuable consideration had and received. (Notwithstanding that evidence of the acquisition thereof will occur hereinafter as provided in the Trust Agreement, the Additional Projects shall create present rights acquired pursuant to this Agreement.) For the amounts payable pursuant hereto (including the Payments), the Seller in turn hereby sells and conveys back to the City, without recourse, representation or warranty, and the City hereby purchases and accepts, from the Seller, any interests the Seller has in the Projects.

(b) As the purchase price, the City shall pay the Payments to the Seller.

The City shall also pay to the Seller its fees and expenses in accordance with the provisions of the Trust Agreement.

The City shall further also pay all amounts necessary for compliance with the Continuing Disclosure Undertaking.

The City shall receive a credit against amounts so due, equal to any amounts held in the Payment Fund in excess of the amount then required to be in the Payment Fund. If the balance available in the Payment Fund after a Payment is insufficient to make the next required payments of principal and interest due on the Obligations on the next date for payment thereof, the City shall pay any such deficiency in sufficient time to prevent default in the payment of principal of or interest on the Obligations falling due on such date.

(c) This Agreement shall be deemed and construed to be a "*net purchase agreement*," and the Payments shall be an absolute net return to the Seller, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein. The obligation of the City to pay the amounts described in paragraph (b) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by the Seller of any obligation to the City or otherwise, or out of indebtedness or liability at any time owing to the City by the Seller. Until such time as all of the payments described in paragraph (b) hereof (including the Payments) shall have been fully paid or provided for, the City (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof, and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Seller to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release the Seller from the performance of any of the agreements on its part herein or in the Trust Agreement contained, and, in the event the Seller shall fail to perform any such agreements on its part, the City may institute such action against the Seller as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of this paragraph.

(d) Any of the payments described in paragraph (b) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(e) Amounts payable to the Seller shall be paid by the means specified by the Seller in writing to the City.

Section 2. Pledge; Limited Obligations.

(a) The revenues from the Excise Taxes and the State Shared Revenues have been pledged by the City to the payment of all amounts described in Subsection 1(b) hereof (including the Payments), and payment of such amounts shall be secured by a paramount and first lien on and pledge of the revenues from the Excise Taxes and the State Shared Revenues on parity with the pledge and lien hereby granted by the City for the payment and security of the First Purchase Agreement, the Second Purchase Agreement and the other of the Parity Lien Obligations. All of the Payments are coequal as to the pledge of and lien on the revenues from the Excise Taxes and the State Shared Revenues and share ratably, without preference, priority or distinction, as to the source or method of payment from the revenues from the Excise Taxes and the State Shared Revenues or security therefor.

(b) The City shall remit to the Seller from the revenues from the Excise Taxes and the State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of the City to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from the revenues from the Excise Taxes and the State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of the City, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) The City may, at the sole option of the City, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as the City shall determine from time to time, but the Seller acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by the City or from bonds or other obligations, the payment of which the City's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by the City according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 3. Surplus and Deficiency of the Revenues from the Excise Taxes and the State Shared Revenues. Subject to the rights with respect to the revenues from the Excise Taxes and the State Shared Revenues with respect to the First Purchase Agreement, the Second Purchase Agreement and the other of the Parity Lien Obligations, the revenues from the Excise Taxes and the State Shared Revenues in excess of amounts, if any, required to be deposited with or held by the Seller for payments due under this Agreement shall constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City, including the payment of obligations to which the revenues from the Excise Taxes and the State Shared Revenues may

from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from the revenues from the Excise Taxes and the State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the First Purchase Agreement, the Second Purchase Agreement and the other of the Parity Lien Obligations, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Parity Lien Obligations. The City shall not encumber the revenues from the Excise Taxes and the State Shared Revenues on a basis prior or paramount to the lien and pledge provided for under Section 2(a) hereof. So long as any amounts due hereunder remain unpaid or unprovided for, the City shall not further encumber the revenues from the Excise Taxes and the State Shared Revenues on a basis equal to the pledge hereunder unless the revenues from the Excise Taxes plus the State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed fiscal year of the City, shall have amounted to at least two (2) times the highest combined interest and principal requirements for any succeeding fiscal year of the City for the First Purchase Agreement, the Second Purchase Agreement, this Agreement and the other of the Parity Lien Obligations secured or so proposed to be secured by such pledge of the revenues from the Excise Taxes and the State Shared Revenues on a parity of lien therewith. For purposes of this Section, any variable rate indebtedness shall be assumed to bear interest at the maximum permissible rate.

Section 5. City Control over Revenue Collection. To the extent permitted by applicable law, the revenues from the Excise Taxes shall be retained and maintained so that the amounts received from the revenues from the Excise Taxes and the State Shared Revenues, when combined mathematically for such purpose only, all within and for the most recently completed fiscal year of the City, shall have been equal to at least two (2) times the total of interest and principal requirements for the current fiscal year of the City for the First Purchase Agreement, the Second Purchase Agreement, this Agreement and the other of the Parity Lien Obligations. If the revenues from the Excise Taxes and the State Shared Revenues for any such fiscal year shall not have been equal to at least one and one-quarter (1-1/4) times the total of the interest and principal requirements for the current fiscal year of the City for the First Purchase Agreement, the Second Purchase Agreement, this Agreement and the other of the Parity Lien Obligations or if at any time it appears that the revenues from the Excise Taxes and the State Shared Revenues will not be sufficient to meet such requirements, the City shall, to the extent permitted by applicable law, impose new exactions of the type of the Excise Taxes which will be part of the Excise Taxes or increase the rates for the Excise Taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each fiscal year of the City in order that (a) the revenues from the Excise Taxes and the State Shared Revenues will be sufficient to meet all current requirements hereunder and (b) the revenues from the Excise Taxes and the State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this subsection.

Section 6. Certain Matters with Respect to the Projects.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, the Seller has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the Projects. The City waives all claims against the Seller growing out of financing the Projects. The Seller is entering into this Agreement solely as the Seller, shall not be personally liable hereunder and shall be afforded the same rights, protections, immunities and indemnities acting hereunder as afforded to it as the Trustee under the Trust Agreement.

(b) The Seller hereby irrevocably appoints the City as its sole and exclusive agent to act for and on behalf of the Seller in financing the costs of the Projects. As such agent, the City shall have full authority to do all things necessary to accomplish such purposes. The Seller shall not be liable, responsible or accountable for the acts of the City as its agent hereunder, and the City hereby assumes all responsibility for the performance of such duties.

(c) Notwithstanding any other terms or provisions of this Agreement, the interest of the Seller in the Projects is solely in its capacity as the Seller for the purpose of facilitating the financing of the Projects, and the Seller shall not have the power, authority or obligation to assume any responsibility for Projects.

Section 7. Providing for Payment. The City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying the Payments as provided herein as and when the same become due and payable at their scheduled due dates pursuant to Section 1 hereof or on a date on which they can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with the Seller and available for the Payments is fully sufficient to make, or cause to be made, the Payments at their scheduled due dates or on a date on which they can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable, in such amount as shall be certified to the Seller and the City, by an independent firm of nationally recognized certified public accountants acceptable to the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Seller and available for the Payments, to make, or cause to be made, the Payments at their scheduled due date or on a date on which they can be prepaid.

Upon any partial payment of a Payment, each installment of interest which shall thereafter be payable as a part of the subsequent Payments shall be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the partial payment so that the interest remaining payable as a part of the subsequent Payments shall be sufficient to pay the interest on such outstanding Obligations when due.

Section 8. Term of Agreement. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligations. Subject to Section 7 hereof, upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Subsection 1(b) hereof (including the Payments) and provided that the City has performed all the covenants and agreements required by the City to be performed, this Agreement shall cease and expire. The obligations of the City under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and the City shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that the City shall be credited with any amount received by the Seller pursuant to actions brought under the next Section hereof.

Section 9. Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Subsection 1(b) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by the City of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the First Purchase Agreement, the Second Purchase Agreement or the other of the Parity Lien Obligations, or (D) the insolvency or bankruptcy of the City as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of the City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Subsection 1(b) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal or interest due with respect to the First Purchase Agreement, the Second Purchase Agreement or the other of the Parity Lien Obligations on their due dates, (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from the Seller specifying such default, and (C) in the case of any other default under any of the First Purchase Agreement, the Second Purchase Agreement or the other of the Parity Lien Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, the Seller may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by the City under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of the City under the Trust Agreement or this Agreement, and with respect to the revenues from the Excise Taxes and the State Shared Revenues, without notice and without giving any bond or surety to the City or anyone claiming under the City, have a receiver appointed of the revenues from the Excise Taxes and the State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and the City does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of the Seller provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by the Seller of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of the Seller to insist upon a strict compliance by the Seller with all the covenants and conditions hereof. The City shall, upon not less than 10 days' prior request by the Seller, execute, acknowledge and deliver to the Seller a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) The Seller shall in no event be in default in the performance of any of its obligations hereunder unless and until the Seller shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the City properly specifying wherein the Seller has failed to perform any such obligation. No default by the Seller shall relieve the City of its obligations to make the various payments herein required, so long as any of the Obligations remain outstanding; however, the City may exercise any other remedy available at law or in equity to require the Seller to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made by the Seller under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, the City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein, and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest of the City in and to this Agreement and all payments of any kind due or which become due to the Seller hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 11. Federal Law Provisions. The City shall comply with and carry out all of the provisions of the Continuing Disclosure Agreement, provided that such costs of compliance shall be payable solely from the revenues from the Excise Taxes and the State Shared Revenues. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default; however, the Trustee may (and, at the request of the original purchaser of the Obligations or the owners of at least 25% aggregate principal amount in outstanding Obligations and receipt of indemnity to its satisfaction, shall) take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under the

Continuing Disclosure Agreement. The Seller has no duty or obligations under this Section 11 and has no duty to monitor compliance by the City with this Section 11.

Section 12. Covenant as to Conflict of Interest; Other Statutory Restrictions.

(a) To the extent applicable by provision of law, the Seller acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Seller covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Seller within three years from the execution of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, as amended, is provided by the City. No basis exists for the City to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as amended, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, the Seller shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by the Seller of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Seller by the City. The City retains the legal right to randomly inspect the papers and records of the Seller to ensure that the Seller is complying with the above-mentioned warranty. The Seller shall keep such papers and records open for random inspection during normal business hours by the City. The Seller shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, as amended, the Seller hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes, as amended. If the City determines that the Seller's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

Section 13. Miscellaneous.

(a) No covenant or obligation herein to be performed by the City may be waived except by the written consent of the Seller, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude the Seller

from invoking such remedy at any later time prior to the cure by the City of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both the Seller and the City, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of the Seller herein shall be and have the rights of a third party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

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

_____, as Seller

By.....
Authorized Representative

CITY OF SAN LUIS, ARIZONA

By.....
Mayor

ATTEST:

.....
City Clerk

SCHEDULE

Payment Date	Principal	Interest	Total Payment
TOTAL			

DRAFT
03/09/21

THIRD EXCISE TAX TRUST AGREEMENT

by and between

_____,
as Trustee

and

CITY OF SAN LUIS, ARIZONA

Dated as of _____ 1, 2021

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* * *

THIRD EXCISE TAX TRUST AGREEMENT

THIS THIRD EXCISE TAX TRUST AGREEMENT, dated as of _____ 1, 2021 (together with any duly authorized, executed and delivered supplement hereto, this "Trust Agreement"), by and between _____, a national banking association authorized to exercise trust powers in the State of Arizona, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement and in its capacity as "Seller" pursuant to the hereinafter described Purchase Agreement (the "Trustee"), and the CITY OF SAN LUIS, ARIZONA, a municipal corporation under the laws of the State of Arizona (the "City"),

W I T N E S S E T H:

WHEREAS, the Mayor and Council of the City have determined that it will be beneficial to the citizens of the City for the City to fund (i) all or a portion of the City's unfunded liabilities (the "Current Funding") with respect to the Arizona Public Safety Personnel Retirement System ("PSPRS") and in connection therewith acquire the evidence of payment executed and delivered by PSPRS as a result of the Funding (the "Project"), and (ii) amounts all or a portion of which will fund future portions of the City's unfunded liabilities (each a "Future Funding") with respect to PSPRS and in connection therewith acquire evidences of payment executed and delivered by PSPRS as a result of any Future Funding (collectively, the "Additional Projects" and, collectively with the Project, the "Projects"), pursuant to the Third Excise Tax Purchase Agreement, dated as of _____ 1, 2021 (together with any duly authorized, executed and delivered amendment thereto, the "Purchase Agreement"), by and between the City and the Trustee, as "Seller"; and

WHEREAS, for such purpose, the Mayor and the Council of the City requested that the Trustee sell and execute and deliver the Obligations (as such term and all other terms not otherwise defined hereinabove are hereinafter defined), and the Trustee has, as described in this Trust Agreement, caused deposits to be made to the Costs of Issuance Fund, the Additional Projects Fund and the Initial Obligation Proceeds Fund; and

WHEREAS, the City and the Trustee will enter into this Trust Agreement to facilitate the administration of the financing of the costs of the Projects, and the Trustee has full legal authority and is duly empowered to enter into this Trust Agreement and has taken all actions necessary to authorize the execution and delivery hereof; and

NOW, THEREFORE, in order to secure the payment of principal and interest (to the extent provided herein) related to the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Purchase Agreement and herein, the City absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement and for the equal and proportionate benefit of the Owners of the Obligations:

A. All right, title and interest of the Seller in, under and pursuant to the Purchase Agreement, specifically the Payments and any other amounts payable by the City under

the Purchase Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Seller is or may become entitled to do thereunder;

B. Amounts on deposit from time to time in the funds created pursuant hereto, except, notwithstanding any provision herein to the contrary, in the Additional Projects Fund, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligations, by the Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the City, its successors and assigns, under the Purchase Agreement;

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding, none of the Obligations being entitled to priority or distinction one over the other in the application of the revenues from the Excise Taxes and the State Shared Revenues pledged by the Purchase Agreement to the Payments, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations, or regardless of the time or times principal represented by any Obligations is paid or is subject to prepayment with respect to principal represented thereby, all of the Obligations being co-equal as to the pledge of and lien on the revenues from the Excise Taxes and the State Shared Revenues pledged for the Payments thereof and sharing ratably, without preference, priority or distinction, as to the source or method of payment from the revenues from the Excise Taxes and the State Shared Revenues or security therefor and conditioned, however, that if the City shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth.

For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. In addition to the terms defined in the first paragraph and recitals hereof and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

"Additional Projects Fund" means the fund of that name established pursuant to Article III and held by the Trustee.

"Authorized Denominations" means $5,000 of principal related to Obligations due on a specific payment date or integral multiples thereof.

"Business Day" means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

"City Representative" means the City Manager, the Finance Director or any other person authorized by the City Manager or the Mayor and Council of the City to act on behalf of the City with respect to this Trust Agreement.

"Closing Date" means _____, 2021.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provision thereto.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated the Closing Date, by and between the City and BLX Group LLC, as dissemination agent.

"Corporate Trust Office" means the office of the Trustee designated in Section 12.2 or any successor corporate trust office; provided, however, that with respect to payments on the Obligations and any exchange, transfer, or other surrender of the Obligations, the Corporate Trust Office shall mean the corporate trust operations office of the Trustee in St. Paul, Minnesota, or such other office or location designated by the Trustee by written notice.

"Costs of Issuance Fund" means the fund of that name established pursuant to Article III and held by the Trustee.

"Defaulted Interest" has the meaning provided in Section 2.11(d).

"Defeasance Obligations" means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries") or (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the

underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated or any combination thereof.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations and charges and fees in connection with the foregoing.

"Depository Trustee" means any bank or trust company, which may include the Trustee, designated by the City, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority.

"Designated Office" means the office designated as such by the Trustee in writing to the City. The initial Designated Office shall be the Corporate Trust Office.

"DTC" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"electronically" or "electronic method" means, with respect to notice, one transmitted through a timesharing terminal, computer network (including email as a "pdf" (portable document format) or other replicating image attached to an email) or facsimile machine, if operative as between any two parties, or if not operative, by telephone (promptly confirmed in writing).

"Event of Default" means an event of default under the Purchase Agreement as provided in Section 9 thereof.

"Excise Taxes" means the unrestricted transaction privilege (sales) taxes, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures the City now imposes; provided that the Mayor and Council of the City may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council.

"First Purchase Agreement" means the First Excise Tax Purchase Agreement, dated as of November 1, 2014, by and between the City and U.S. Bank National Association, as seller.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee and which may include the counsel giving a Special Counsel's Opinion.

"Initial Obligation Proceeds Fund" means the fund of that name established pursuant to Article II and held by the Trustee.

"Interest Payment Date" means each January 1 and July 1, while the principal represented by the Obligations is Outstanding provided that, pursuant to Section 9.6, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

"Market Value" means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Notification" shall have the meaning provided in Section 10.3.

"Obligations" means the City of San Luis, Arizona Pledged Excise Tax Revenue Obligations, Taxable Series 2021.

"Outstanding" refers to Obligations issued in accordance with this Trust Agreement, excluding: (i) Obligations which have been exchanged or replaced; (ii) Obligations which have been paid; (iii) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee and (iv) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted hereby and by the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal, interest and premium, if any, represented by such Obligations, provided, however, that if principal represented by any such Obligations is to be prepaid, the City shall have taken all action necessary to prepay such Obligations and notice of such prepayment shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to give such notice shall have been given to the Trustee.

"Owner" or any similar term, when used with respect to an Obligation means the person in whose name such Obligation shall be registered.

"Parity Lien Obligations" means any additional obligations which may hereafter be issued or incurred by the City (or any financing conduit acting on behalf of the City) having a lien upon and payable from the revenues from the Excise Taxes and the State Shared Revenues on a parity with, and in compliance with the terms of, the First Purchase Agreement, the Second Purchase Agreement and the Purchase Agreement.

"Payment Fund" means the fund of that name established pursuant to Article V and held by the Trustee.

"Payments" means the "Payments" required to be paid by the City pursuant to Section 1(b) of the Purchase Agreement and as set forth in Exhibit A to the Purchase Agreement, subject to the provisions of Section 5.2(b).

"Permitted Investments" means any investment permitted by Section 35-323, Arizona Revised Statutes, as amended, or any successor provision thereto.

"Regular Record Date" means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

"Responsible Officer" means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

"Second Purchase Agreement" means the Second Excise Tax Purchase Agreement, dated as of October 1, 2017, by and between the City and U.S. Bank National Association, as seller.

"Securities Depository" means a "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended.

"Special Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Special Record Date" has the meaning provided in Section 2.11(d).

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of New York, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"State" means the State of Arizona.

"State Shared Revenues" means any amounts of excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State or any agency thereof and returned, allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes such as motor vehicle fuel taxes.

Section 1.2. Interpretation.

(a) Any reference herein to the Mayor and Council of the City or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to "Articles" and "Sections" are to those in this Trust Agreement.

Section 1.3. Obligations Not General Obligation of the City. The Obligations shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness or general obligation of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II
EXCISE TAX REVENUE OBLIGATIONS

Section 2.1. Authorization of the Obligations. The Trustee is hereby authorized and directed to execute and deliver to the original purchaser thereof, the Obligations in the principal amount of $____,000, evidencing proportionate ownership interests in the Payments. In no event shall the Obligations be deemed liabilities, debts or obligations of the Trustee.

Section 2.2. Date; Interest Accrual. The Obligations shall be dated the Closing Date, and interest represented thereby shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3. Payment Amounts and Dates and Interest Rates. The Obligations shall be in Authorized Denominations. The Obligations shall be payable on the dates and in the principal amounts, and interest represented thereby shall be computed at the rates, as shown below:

Payment Date (July 1)	Principal Amount	Interest Rates

Section 2.4. Interest on Obligations. Interest represented by the Obligations shall be payable semiannually on January 1 and July 1 of each year commencing July 1, 2021, to and including the date of payment or prepayment of the amount of principal represented by the Obligations. Except for the initial period, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations. The proportionate share of the portion of the Payments designated as interest with respect to any Obligation shall be computed by multiplying the portion of Payments designated as principal remaining with respect to the Obligations (whether paid as a result of mandatory prepayment or payment) by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months), except that the first portion of the Payments designated as interest with respect to the Obligations shall be for interest from the Closing Date to July 1, 2021.

Section 2.5. Form. The Obligations shall be in fully registered, certificated form, substantially in the form set forth in Exhibit A hereto.

Section 2.6. Execution. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any representative whose signature appears on any Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. Book-Entry Only System. The Trustee and the City may from time to time enter into, and discontinue, an agreement with a Securities Depository which is the Owner of the Obligations, to establish procedures with respect to the Obligations not inconsistent with the provisions of this Trust Agreement; provided, that, notwithstanding any other provisions of this Trust Agreement, any such agreement may provide that different provisions for notice to the Securities Depository may be set forth herein and that a legend shall appear on each Obligation so long as the Obligations are subject to such agreement. With respect to Obligations registered in the name of a Securities Depository (or its nominee), neither the Trustee nor the City shall have any obligation to any of its members or participants or to any person on behalf of whom an interest is held in the Obligations. It is hereby acknowledged that the City and the Trustee intend to enter into an agreement with DTC in connection with the execution and delivery of the Obligations, and while such agreement is in effect, the procedures established therein shall apply to the Obligations notwithstanding any other provisions of this Trust Agreement to the contrary. As long as DTC is the Securities Depository with respect to the Obligations, the Trustee shall be a "DTC Direct Participant." The Trustee shall not have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Obligations regarding accuracy of any records maintained by DTC or DTC participants, the payments by DTC or DTC participants

of any amount in respect of principal, prepayment price or interest on the Obligations, any notice which is permitted or required to be given to or by Owners hereunder (except such notice as is required to be given by the City to the Trustee or to DTC), or any consent given or any other action taken by DTC as Owner. So long as the Obligations are registered in the name of DTC or its nominee, the City and the Trustee shall be entitled to request and to rely upon a certificate or other written representation from the beneficial owners of the Obligations or from DTC on behalf of such beneficial owners stating the amount of their respective beneficial ownership interests in the Obligations and setting forth the consent, advice, direction, demand or vote of the beneficial owners as of a record date selected by the Trustee and DTC, to the same extent as if such consent, advice, direction, demand or vote were made by the Owners of the Obligations for purposes of this Trust Agreement and the City and the Trustee shall for such purposes treat the beneficial owners as the Owners. Along with any such certificate or representation, the City and the Trustee may request DTC to deliver, or cause to be delivered, to the City and the Trustee a list of all DTC participants with respect to the Obligations, together with the dollar amount of each DTC participant's interest in the Obligations and the current addresses of such DTC participants.

Section 2.8. Application of Proceeds. The proceeds received by the Trustee from the sale of the Obligations ($_____) shall forthwith be applied by the Trustee as follows:

(1) $_____ shall be deposited in the Costs of Issuance Fund;

(2) $_____ shall be deposited in the Additional Projects Fund; and

(3) $_____ shall be deposited in a special trust fund established by the Trustee pursuant to this Trust Agreement designated as the "City of San Luis, Arizona Series 2021 Initial Obligation Proceeds Fund" (herein referred to as the "Initial Obligation Proceeds Fund"). The Trustee shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

The amount deposited to the Initial Obligation Proceeds Fund shall be transferred immediately, without requisition or other documentation, to PSPRS to cause the Current Funding. After such transfer, the Initial Obligation Proceeds Fund shall be closed by the Trustee.

Section 2.9. Transfer and Exchange.

(a) Any Obligation may, in accordance with its terms, be transferred upon the registration books for the Obligations required to be kept pursuant to the provisions of Section 2.13 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Obligation or Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation or Obligations in fully registered form of the same stated payment date and interest rate and for a like aggregate principal amount.

(b) Obligations may be exchanged at the Designated Office for a like aggregate principal amount of Obligations of Authorized Denominations of the same stated

payment date and interest rate. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid, other than one imposed by the City (which will not be payable by the Trustee), or any fee or expense of the Trustee or the City with respect to such exchange or transfer.

(c) The Trustee may, but shall not be obligated to, exchange or register the transfer of an Obligation (i) if principal represented by the Obligation is to be prepaid, in whole or in part, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. If an Obligation subject to prepayment is to be transferred after having been selected for prepayment, any notice of prepayment which has been given to the transferor shall be binding on the transferee and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

Section 2.10. Obligations Mutilated, Lost, Destroyed or Stolen. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like tenor, stated payment date and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Owner of such Obligation. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner of such Obligation, shall execute and deliver a new Obligation of like tenor, stated payment date and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Obligation issued under the provisions of this Section in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has become due, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.11. Payment.

(a) Payment of interest related to the Obligations on any Interest Payment Date shall be made to the persons appearing on the registration books for the Obligations maintained by the Trustee as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the date due by

first class mail to such Owners at the address thereof as it appears on such registration books, payable in lawful money of the United States of America.

(b) The principal and interest related to the Obligations shall be payable in lawful money of the United States of America upon surrender when due at the Designated Office.

(c) Interest and, if arrangements for surrender are made with the Trustee, principal payable to any Securities Depository or to any Owner of $1,000,000 or more in principal amount of Obligations shall be paid by wire transfer in immediately available funds to an account in the United States of America if the Owner makes a written request of the Trustee at least twenty (20) days before the Interest Payment Date specifying the account address. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

(d) Any interest related to any Obligation which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date ("Defaulted Interest") shall forthwith cease to be payable to the Owners on the relevant Regular Record Date solely by virtue of such Owners having been such Owners. Such Defaulted Interest at the same rate as the Obligations shall thereupon be paid, together with interest thereon at the same rate per annum as such Defaulted Interest, by the Trustee (out of funds provided to it by the City) to the persons in whose names such Obligations are registered at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the "Special Record Date"). When the Trustee has funds available to pay the Defaulted Interest and interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner of an Obligation at his address as it appears in the registration books by the Trustee for the Obligations not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the persons in whose names the Obligations are registered on such Special Record Date.

Section 2.12. Execution of Documents and Proof of Ownership.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of the Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(1) The fact and date of the execution by any Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such

attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(2) The fact of the ownership of the Obligations by any person and the amount, the payment date and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.13.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.13. Obligation Register. The Trustee will keep or cause to be kept, at the Designated Office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours on any Business Day be open to inspection by the City and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Obligations as hereinbefore provided.

Section 2.14. Payment of Unclaimed Amounts. In the event any check for payment of interest on an Obligation is returned to the Trustee unendorsed or is not presented for payment within two (2) years from its payment date or any Obligation is not presented for payment of principal at the payment or prepayment date, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts due thereunder. The obligation of the Trustee to hold such funds shall continue for two years and six months (subject to applicable escheat laws) following the date on which such interest or principal payment became due, whether at payment or the date fixed for prepayment, at which time the Trustee shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the City.

ARTICLE III
COSTS OF ISSUANCE FUND; ADDITIONAL PROJECTS FUND

Section 3.1. Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish a special trust fund designated as the "City of San Luis, Arizona Series 2021 Costs of Issuance Fund" (herein referred to as the "Costs of Issuance Fund"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Costs of Issuance Fund shall be disbursed for the payment of Delivery Costs. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a requisition for disbursement (on which the Trustee is entitled to rely) executed or approved by the City Representative. Each such requisition shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed. The Trustee has no duty or obligation to confirm that such disbursements constitute Delivery Costs.

(c) On the earlier of June 1, 2021, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a City Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund and the Costs of Issuance Fund shall be closed.

Section 3.2. Establishment and Application of Additional Projects Fund.

(a) The Trustee shall establish a fund designated as the "City of San Luis, Arizona Series 2021 Additional Projects Fund" (herein referred to as the "Additional Projects Fund"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement. The Additional Projects Fund is not part of the trust estate established hereby.

(b) Amounts in the Additional Projects Fund (including any amounts transferred by the City to the Trustee for deposit to the Additional Projects Fund after the deposit described in Section 2.8(2)) shall be disbursed upon receipt of a requisition for disbursement (on which the Trustee is entitled to rely), substantially in the form attached hereto as Exhibit B, executed or approved by the City Representative providing for a transfer to PSPRS to cause a Future Funding. Each such requisition shall set forth the amount to be disbursed for payment and shall have attached to it the form of evidence of payment that the City expects to receive from PSPRS upon receipt of the payment by PSPRS. (The provision of evidence of acquisition of the Additional Projects for purposes of Section 1(a) of the Purchase Agreement shall be the actual evidence of payment received from PSPRS.)

(c) Amounts remaining in the Additional Projects Fund on the final Interest Payment Date shall be transferred to the Payment Fund; provided, however, that if at such time the amount in the Additional Projects Fund exceeds the payment to be made to the Owners on the final Interest Payment Date, such excess shall be paid over to the City on the final Interest Payment Date. After such transfers, the Additional Projects Fund shall be closed. If the Additional

Projects Fund is depleted prior to the final Interest Payment Date, the Additional Projects Fund shall be closed.

(d) The Trustee shall be responsible for the safekeeping and investment of the moneys held in the Additional Projects Fund in Permitted Investments, upon the written direction of the City Representative.

ARTICLE IV
PREPAYMENT OF OBLIGATIONS

Section 4.1. Prepayment Provisions.

(a) The Obligations payable before or on July 1, 20__, are not subject to prepayment prior to their stated payment dates. The Obligations payable on or after July 1, 20__, are subject to prepayment in such order and from such payment dates as may be selected by the City and by lot within any payment date by such methods as may be selected by the Trustee from prepayments made at the option of the City pursuant to Section 7 of the Purchase Agreement, in whole or in part on any date, on or after July 1, 20__, at a prepayment price equal to the principal amount of Obligations or portions thereof to be prepaid, together with accrued interest to the date fixed for prepayment, but without premium.

(b) The Obligations payable on July 1, 20__, shall be prepaid on July 1 of the years indicated and in the amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium:

Year Prepaid	Principal Amount Prepaid

A remaining principal amount of $____,000 of such Obligations shall be paid on July 1, 20__.

(c) Whenever Obligations subject to mandatory prepayment are purchased, prepaid (other than pursuant to mandatory prepayment) or delivered by the City to the Trustee for cancellation, the principal amount of the Obligations represented thereby so retired shall satisfy and be credited against the mandatory prepayment requirements for such Obligations for such years as the City may direct in writing.

Section 4.2. Selection of Obligations for Prepayment. The Obligations shall be prepaid only in the principal amounts of $5,000 each or integral multiples thereof. The City shall, at least forty-five (45) days prior to the prepayment date, notify the Trustee of such prepayment date and of the payment dates of the Obligations and the principal amount of the Obligations of any such payment date to be prepaid on such date. For the purposes of any prepayment of less than all of the Obligations payable on a single payment date, if the Obligations are not held in a book-entry-only system as described in Section 2.7, the particular Obligations or portions of Obligations of such payment date to be prepaid shall be selected by the Trustee by lot in accordance with its standard procedures not more than forty-five (45) nor less than thirty (30) days prior to the

prepayment date by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of Obligations or portions thereof for prepayment in principal amounts of $5,000 or integral multiples thereof such that any $5,000 Obligation or $5,000 portion of an Obligation of such payment date shall be as likely to be called for prepayment as any other such $5,000 Obligation or $5,000 portion thereof. The Trustee shall promptly notify the City in writing of the Obligations so selected for prepayment, and the City will provide the Trustee within thirty (30) days a recomputed payment schedule for the Purchase Agreement.

Section 4.3. Notice of Prepayment; Effect.

(a) The Trustee shall cause notice of any optional prepayment of Obligations hereunder to be mailed to the Owners of all of the Obligations to be prepaid at the addresses appearing in the register kept for such purpose pursuant to Section 2.13. Each such notice shall (1) be sent no more than sixty (60) nor less than thirty (30) calendar days prior to the prepayment date, (2) identify the Obligations to be prepaid (specifying the CUSIP numbers, if any, assigned to the Obligations), (3) specify with respect to the Obligations being prepaid their date of issue, their payment date, their prepayment date and their prepayment price, (4) set forth the name, address and telephone number of the person from whom information pertaining to the prepayment may be obtained, and (5) state that on the prepayment date the Obligations to be prepaid will be payable at the Designated Office, that from that date interest will cease to accrue and that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Obligations. No defect affecting any Obligation, whether in the notice of prepayment or the delivery thereof (including any failure to mail such notice), shall affect the validity of the prepayment proceedings for any other Obligations.

(b) If at the time of mailing of notice of an optional prepayment of Obligations, there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to prepay all Obligations subject to such prepayment and the requirements of (e) below are not satisfied, then such notice shall state that the prepayment is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the prepayment with the Trustee and satisfaction of such requirements not later than the opening of business on the prepayment date, and such notice will be of no effect and such Obligations shall not be prepaid unless such moneys or Defeasance Obligations are so deposited and such requirements in (e) below are met.

(c) Any notice of prepayment shall be mailed by first class mail, postage prepaid; provided that any notice of prepayment given to any Owner of $1,000,000 or more in aggregate principal amount ofObligations also shall be transmitted Electronically. A certificate of the Trustee shall conclusively establish the mailing or delivery of any such notice for all purposes.

(d) Notice having been mailed in the manner provided in (a) above, the Obligations and portions thereof called for prepayment shall become due and payable on the prepayment date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the prepayment price, plus interest accrued to the prepayment date.

(e) If the money or Defeasance Obligations for the prepayment of all of the Obligations and portions thereof to be prepaid, together with interest accrued thereon to the

prepayment date, is held by the Trustee on the prepayment date, so as to be available therefor on that date, then from and after the prepayment date those Obligations and portions thereof to be prepaid shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If those moneys shall not be so available on the prepayment date, those Obligations and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for prepayment.

(f) All moneys deposited in the Payment Fund and held by the Trustee for the prepayment of particular Obligations shall be held in trust for the account of the Owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Obligations.

Section 4.4. Partial Prepayment of Obligation. Upon surrender of any Obligation prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the City, a new Obligation or Obligations of Authorized Denominations equal in aggregate principal amount to the unprepaid portion of the Obligation surrendered and of the same payment date.

ARTICLE V
PAYMENT FUND

Section 5.1. Trustee's Rights in Purchase Agreement. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All of the Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owners.

Section 5.2. Establishment and Application of Payment Fund.

(a) The Trustee shall establish a special trust fund designated as the "City of San Luis, Arizona Series 2021 Payment Fund" (herein referred to as the "Payment Fund"). So long as any Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than thirty (30) Business Days prior to each Interest Payment Date, the Trustee shall notify the City of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligations then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest represented by the

Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV.

Section 5.3. Transfers of Investment Earnings to Payment Fund. Except as otherwise directed by the City, the Trustee shall, on or before the next Interest Payment Date occurring on July 1, transfer any income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.4. Surplus. Any surplus remaining in any of the funds created hereunder, after prepayment and payment or provision for prepayment and payment of all Obligations, including accrued interest, and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such prepayment and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI
MONEYS IN FUNDS; INVESTMENT; CERTAIN TAX COVENANTS

Section 6.1. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations, except, notwithstanding anything herein to the contrary, amounts on deposit in the Additional Projects Fund, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the City or any Owner of the Obligations.

Section 6.2. Investments Authorized. Upon written order of the City Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The City Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written direction from the City Representative. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the City Representative as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 Code of Federal Regulations 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur. The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with the moneys representing income or principal payments due on, or sales proceeds due in respect of, Permitted Investments in such funds and

accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The City acknowledges that the legal obligation to pay the purchase price of Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Trust Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Trust Agreement shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code Section 9-206, to the extent applicable under State law.

Section 6.3. Accounting. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

Section 6.4. Allocation of Earnings. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein.

Section 6.5. Valuation and Disposition of Investments. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

ARTICLE VII
THE TRUSTEE

Section 7.1. Appointment of Trustee. The City hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The City shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000), and subject to supervision or examination by federal or State authority, so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 7.2. Liability of Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of

facts, covenants and agreements herein, in the Purchase Agreement and in the Obligations shall be taken as statements, covenants and agreements of the City, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or the Obligations or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

Section 7.3. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its municipal corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4. Protection and Rights of the Trustee.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement or the Purchase Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement or the Purchase Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement or the Purchase Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

(d) The recitals, statements and representations by the City contained in this Trust Agreement, the Purchase Agreement or the Obligations shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(e) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(f) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(g) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(h) The Trustee makes no representation or warranty, express or implied, as to the Projects. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the Projects.

(i) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement, unless a Responsible Officer of the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of all Obligations then Outstanding.

(j) The Trustee shall accept and act upon instructions of directions pursuant to this Trust Agreement sent by unsecured email as a "pdf" (portable document format)

document or other replicating image attached to an email, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee email or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the execution and delivery of the Obligations.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Projects.

(n) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest represented by the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful default in connection with any action so taken.

(o) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Obligations then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(p) The Trustee shall have no responsibility to approve or evaluate any expert or other skilled person selected by the City for any of the purposes expressed in this Trust Agreement or the Purchase Agreement.

Section 7.5. Compensation of Trustee. The City shall from time to time, pursuant to a fee schedule agreed to between the City and the Trustee (which fee schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6. Removal and Resignation of Trustee.

(a) The City (but only if no Event of Default has occurred and is continuing) or the Owners of a majority in aggregate principal amount of all Obligations Outstanding, at any time upon thirty (30) days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the City does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the City shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owners of the Obligations at their respective addresses set forth on the registration books for the Obligations maintained pursuant to Section 2.13.

Section 7.7. Appointment of Agent. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

Section 7.8. Commingling. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 7.9. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the City Representative with semiannual reports of funds transactions and balances.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1. Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding, exclusive of Obligations disqualified as provided in Section 8.3, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the final payment of principal represented by any Obligation or reducing the interest represented thereby or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of this Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental or amending agreement shall become effective as provided in Section 8.2.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations, the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without prior notice to or the consent of any such Owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the City, (2) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms hereof, (5) to preserve the power of the City to continue to issue bonds or incur other obligations the interest on which is exempt from federal and State

income taxes, (6) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, (7) to facilitate the incurrence of Parity Lien Obligations, (8) with respect to rating matters, or (9) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially, adversely affect the interests of the Owners of the Obligations as evidenced by a Special Counsel's Opinion delivered by the City to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon a Special Counsel's Opinion as conclusive evidence that any such supplemental or amending agreement complies with this Section.

Section 8.2. Procedure for Amendment With Written Consent of Obligation Owners.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owners of the Obligations is required pursuant to Section 8.1. A copy of such supplemental or amending agreement, together with a request to the Owners of the Obligations for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at the address thereof as set forth on the registration books for the Obligations maintained pursuant to Section 2.13, but failure to mail copies of such supplemental or amending agreement and request shall not affect the validity of the supplemental or amending agreement when assented to as provided in this Section.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority in principal amount of all Obligations then Outstanding (exclusive of Obligations disqualified as provided in Section 8.3) and a notice shall have been mailed as hereinafter in this Section provided. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.12. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Obligations shall have filed their consents to such supplemental or amending agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental or amending agreement of the notice of adoption thereof, stating in substance that such supplemental or amending agreement has been consented to by the Owners of the required percentage of Obligations and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental or amending agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental or amending agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Obligations at the expiration of sixty (60) days after such filing, except in

the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 8.3. Disqualified Obligations. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in this Trust Agreement and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; provided, however, that in determining whether the Trustee shall be protected in relying upon any such approval or consent of an Owner, only Obligations which a Responsible Officer of the Trustee actually knows to be owned or held by the City, or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall be deemed not to be Outstanding unless all Obligations are so owned, in which case such Obligations shall be considered Outstanding for the purpose of such determination.

Section 8.4. Effect of Supplemental Trust Agreement. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes. The Trustee may require each Owner, before his consent provided for in this Article VIII shall be deemed effective, to reveal whether the Obligations as to which such consent is given are disqualified as provided in Section 8.3.

Section 8.5. Endorsement or Replacement of Obligations Delivered After Amendments. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to such Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 8.6. Amendatory Endorsement of Obligations. The provisions of this Article shall not prevent any Obligation Owner from accepting any amendment or supplement as to the particular Obligations held thereby, provided that proper notation thereof is made on such Obligations.

ARTICLE IX
COVENANTS, NOTICES

Section 9.1. Compliance With and Enforcement of Purchase Agreement. The City shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

Section 9.2. Observance of Laws and Regulations. The City shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 9.3. Recordation and Filing. The City shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owners. The Trustee has no duty or obligation to determine the sufficiency of any such filings.

Section 9.4. Further Assurances. The Trustee (at the reasonable request of the City) and the City shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owners the rights and benefits provided herein.

Section 9.5. Notification to the City of Failure to Make Payments. The Trustee shall notify the City of any failure by the City to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 9.6. Business Days. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

ARTICLE X
LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the City. Except for the payment of Payments from the revenues from the Excise Taxes and the State Shared Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the City contained in the Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligations or the distribution of Payments to the Owners by the Trustee.

Section 10.2. No Liability of the City for Trustee Performance. The City shall have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3. Indemnification of the Trustee.

(a) To the extent permitted by law, the City shall indemnify and save the Trustee, in its capacity as Trustee and Seller, and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) any breach or default on the part of the City in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Projects or any interest therein; (2) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Projects; (3) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Projects; (4) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligations or in connection with any document or transaction contemplated herewith or therewith; or (5) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Obligations, including the costs and expenses of defending itself against any claim of liability arising under this Trust Agreement or the Purchase Agreement. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement by a lien prior to that for the Obligations. The obligations of the City hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the payment or prepayment of principal represented by the Obligations or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the City hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the Trustee shall notify the City in writing of such circumstances or action (the "Notification"). Failure to give such notification shall not affect the right of the Trustee to receive

the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the City in order that the City may defend, compromise or settle any such matters or actions which may result in payment by the City hereunder. The City shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the City, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the City timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the City hereunder; provided, however, the Trustee may retain its own counsel and still be indemnified against the cost of employing counsel and all other reasonable expenses despite an assumption of the defense by the City if the Trustee believes in good faith that there are defenses available to it which are adverse to or in conflict with those available to the City and which the Trustee believes in good faith cannot be effectively asserted by common counsel. The Trustee always has the right to employ separate legal counsel but, subject to the preceding sentence, the fees and expenses of its separate legal counsel must be paid by the Trustee unless the City and the Trustee have mutually agreed to the employment of the Trustee's separate legal counsel. The City shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the City shall pay all losses and the Trustee shall be fully released from such claim or action. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the City. In the event the City is required to and does indemnify the Trustee as herein provided, the rights of the City shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 10.4. Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

Section 11.1. Seller's Rights Held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of the revenues from the Excise Taxes and the State Shared Revenues for the payment of the Obligations.

Section 11.2. Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding and receiving indemnity satisfactory to it shall, exercise one or more

of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any circumstances to accelerate the payment dates of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Section 11.3. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement shall be applied by the Trustee in the order following, in the case of the Obligations, upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

> First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default and taking such action pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement, including reasonable compensation to its or their agents, attorneys and counsel; and
>
> Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 11.4. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of the Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 11.5. Non-waiver. Except as otherwise provided in this Article, the Obligation Owners have the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owners of the Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

Section 11.6. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at

law or in equity, without the consent of the Owners of a majority in aggregate principal amount of the Obligations Outstanding.

Section 11.7. Limitation on Obligation Owners' Right to Sue.

(a) No Owner of any Obligation issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owners of at least a majority in aggregate principal amount of all Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) said Owners shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal and proportionate benefit of all Owners of the Outstanding Obligations.

(c) The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Trust Agreement.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Defeasance.

(a) If and when any Outstanding Obligation or portion thereof shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal and interest represented by such Obligations Outstanding, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before the payment date therefor, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all principal and interest represented by such Obligations Outstanding; or

(3) By depositing with a Depository Trustee, in trust for such purpose, Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the City in a verification report by an independent firm of nationally recognized certified public accountants acceptable to the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all principal and interest represented by the Obligations at the payment or prepayment dates, which deposit may be made in accordance with the provisions of Section 7 of the Purchase Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to such Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to the Owners or for the payment of any other amounts due and payable by the City hereunder or under the Purchase Agreement, shall be paid over to the City.

(c) Any Obligation or portion thereof in Authorized Denominations may be paid and discharged as provided in this Section; provided however, that if any such Obligation or portion thereof is to be prepaid, notice of such prepayment shall have been given in accordance with the provisions hereof or the City shall have submitted to the Trustee instructions expressed to be irrevocable as to the date upon which such Obligation or portion thereof is to be prepaid and as to the giving of notice of such prepayment; and provided further, that if any such Obligation or portion thereof will not be payable within sixty (60) days of the deposit referred to in paragraph (a), subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit by first class mail to the Owners.

Section 12.2. Notices. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349
Attention: Finance Director

If to the Trustee: _____
_____
_____
Attention: Global Corporate Trust

All notices, approvals, consents, requests and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the City chooses to use electronic signatures to sign documents delivered to the Trustee, the City agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 12.3. Incorporation of State Statutes.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Trust Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Trust Agreement on behalf of the City within three years from the execution of this Trust Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, as amended, is provided by the City. No basis exists for the City to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as amended, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23 214(A), Arizona Revised Statutes, as amended. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, as amended, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Trust Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes, as amended. If the City determines that the Trustee's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

Section 12.4. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 12.5. Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the City or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.6. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 12.7. Destruction of Cancelled Obligations. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Obligations, the Trustee may destroy such Obligations and deliver a certificate of such destruction to the City instead.

Section 12.8. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 12.9. Parties Interested Herein. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee and the Owners, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Obligations.

Section 12.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.11. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

_____, as Trustee

By.....
Authorized Representative

CITY OF SAN LUIS, ARIZONA

By.....
Mayor

ATTEST:

.....
City Clerk

EXHIBIT A

FORM OF OBLIGATIONS

Unless this Obligation is presented by an authorized representative of The Depository Trust Company of New York, a New York corporation ("DTC"), to the Trustee (or any successor registrar) for registration of transfer, exchange, or payment, and any Obligation issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein. [1]

Number: R-..... Principal Amount: $.....

CITY OF SAN LUIS, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATION, TAXABLE SERIES 2021

Interest Rate	Payment Date	Dated Date	CUSIP
.....%	July 1, 20....	_____, 2021	79854W .....

REGISTERED OWNER: CEDE & CO. [1]

PRINCIPAL AMOUNT: ..... DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Pledged Excise Tax Revenue Obligation, Taxable Series 2021 (this "Obligation") is the owner of an undivided, participatory, proportionate interest in the right to receive certain "Payments" under and defined in that certain Third Excise Tax Purchase Agreement, dated as of _____ 1, 2021 (the "Purchase Agreement"), by and between ..... (the "Trustee"), and the City of San Luis, Arizona, a municipal corporation under the laws of the State of Arizona (the "City"), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain Third Excise Tax Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), by and between the City and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of this Obligation (the "Designated Office").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the payment date set forth above, the principal amount set forth above, representing a portion of the Payments due designated as principal coming due and to receive semiannually on January 1 and July 1 of each year commencing July 1, 2021 (the "Interest Payment Dates"), until payment in full of said portion of principal or prepayment prior thereto, the registered owner's proportionate share of the Payments designated as interest coming due during

[1] Included only while DTC is the Securities Depository.

the period commencing on the last date on which interest was paid and ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the Dated Date specified above. Said interest is the result of the multiplication of said principal by the interest rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each.

Said amounts representing the registered owner's share of the Payments designated as interest are payable in lawful money of the United States of America by check mailed when due by first class mail by the Trustee to the registered owner in whose name this Obligation is registered at the close of business on the fifteenth (15th) day of the calendar month next preceding the Interest Payment Date at the address thereof as it appears on the registration books for the Obligations maintained by the Trustee. Said amounts representing the registered owner's share of the Payments designated as principal are payable when due upon surrender of this Obligation at the Designated Office. Principal and interest payable to any owner of $1,000,000 or more in principal amount of the series of obligations of which this Obligation is a part (the "Obligations") may be paid by wire transfer in immediately available funds to an account in the United States of America if the owner makes a written request of the Trustee at least twenty (20) days before the date of payment specifying the account address. The notice may provide that it shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

The Trustee has no obligation or liability to the registered owners of the Obligations for the payment of interest or principal represented by the Obligations. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The City is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by a resolution of the Mayor and Council of the City adopted on March 10, 2021. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which the Obligations are delivered, the rights thereunder of the registered owners of the Obligations, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the City under the Purchase Agreement (including with respect to certain obligations secured and to be secured on a parity lien basis with the security for the Payments and to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of all Obligations then outstanding, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any

case such owner's proportionate share of any Payment thereof in accordance with such owner's Obligation.)

The obligation of the City to make the Payments does not represent or constitute a general obligation of the City for which the City is obligated to levy or pledge any form of taxation nor does the obligation to make the Payments under the Purchase Agreement constitute an indebtedness of the City, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances to accelerate the payment dates of the Obligations or otherwise declare any of the Payments not then past due or in default to be immediately due and payable. (This Obligation represents an interest in a limited obligation of the City (as described herein), and no member of the Mayor and Council, officer or agent, as such, past, present or future, of the City shall be personally liable for the payment hereof.)

The Obligations are executed and delivered only in fully registered form in denominations of $5,000 of principal due on a specific payment date or integral multiples thereof. The Obligations shall not be transferable or exchangeable, except as provided in the Trust Agreement.

This Obligation may be exchanged for an Obligation or Obligations of like aggregate principal amount in authorized denominations having the same payment date and interest rate.

This Obligation is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the Designated Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement and upon surrender and cancellation of this Obligation. Upon such transfer a new Obligation or Obligations, of authorized denomination or denominations, for the same aggregate principal amount will be delivered to the transferee in exchange therefor. The City and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Obligation shall be overdue, and the City and the Trustee shall not be affected by any notice to the contrary.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

The Obligations payable before or on July 1, 20__, are not subject to optional prepayment prior to their stated payment dates. Such Obligations payable on or after July 1, 20__, are subject to prepayment in such order and from such payment dates as may be selected by the City, in whole or in part on any date on or after January 1, 20__, at a prepayment price equal to

the principal amount of each Obligation to be prepaid, together with accrued interest to the date fixed for prepayment, but without premium.

The Obligations payable on July 1, 20__, shall be prepaid on July 1 of the years indicated and in the principal amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium:

Year Prepaid	Principal Amount Prepaid

A remaining principal amount of $____,000 of such Obligations shall be paid on July 1, 20__.

Whenever Obligations subject to mandatory prepayment are purchased, prepaid (other than pursuant to mandatory prepayment) or delivered by the City to the Trustee for cancellation, the principal amount of the Obligations represented thereby so retired shall satisfy and be credited against the mandatory prepayment requirements for such Obligations for such years as the City may direct.

If less than all of the outstanding Obligations of any payment date are to be prepaid, the Obligations (or portions hereof) to be prepaid will be selected by the Trustee by lot or in any customary manner as determined by the Trustee. Prepayment shall be in authorized denominations or any integral multiples thereof.

The Trustee shall give notice of any optional prepayment of this Obligation as provided above no more than 60 or less than 30 calendar days prior to the prepayment date to the registered owner at its address shown on the registration books maintained by the Trustee. A certificate of the Trustee shall conclusively establish the mailing of any such notice for all purposes.

If at the time of mailing of the notice of prepayment there has not been deposited with the Trustee moneys or eligible securities sufficient to prepay all Obligations subject to prepayment and other requirements set forth in the Trust Agreement are not met, such notice shall state that it is conditional, subject to the deposit of moneys sufficient for the prepayment and satisfaction of such conditions. If Obligations or portions thereof are subject to prepayment and if on the prepayment date moneys for the prepayment thereof are held by the Trustee and those other conditions are met, thereafter those Obligations or portions thereof to be prepaid shall cease to bear interest, and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement.

The failure to receive any notice of prepayment, or any defect in such notice in respect of any Obligation, shall not affect the validity of prepayment of any Obligation.

The Trustee may, but shall not be obligated to, exchange or register the transfer of this Obligation (i) if this Obligation has been selected for prepayment, in whole or in part, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. If this

Obligation is transferred after having been selected for prepayment, any notice of prepayment which has been given to the transferor shall be binding on the transferee, and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation or Obligations.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the execution and delivery of this Obligation have happened, have been done, do exist and have been performed in regular and due form and time as required by law.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date: .....

....., as Trustee

By.....
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned ..... (the "Transferor"), hereby sells, assigns and transfers unto ..... (the "Transferee"), whose address is ..... and whose social security number (or other federal tax identification number) is

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE
.....
.....

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ..... as attorney to register the transfer of the within certificate on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date: .....

.....
NOTICE: No transfer will be registered and no new certificate will be issued in the name of the Transferee, unless that signature(s) to this assignment correspond(s) with the name as it appears on the face of the within certificate in every particular, without alteration or enlargement or any change whatever and name, address and the Social Security Number or federal employee identification number of the Transferee is supplied

The following abbreviations when used in the inscription on the face of the within certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - ..... Custodian for .....
(Cust.) (Minor)

under Uniform Gifts/Transfers to Minors Act of .....
(State)

Additional abbreviations may also be used though not in list above.

EXHIBIT B

FORM OF ORDER FOR DISBURSEMENT

Order for Disbursement

Pursuant to Section 3.2 of the Third Excise Tax Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), between ....., as trustee (the "Trustee") and the City of San Luis, Arizona (the "City"), the undersigned City Representative (as such term and all other terms used but not defined herein are defined in the Trust Agreement) hereby requests and authorizes the Trustee pursuant to the Trust Agreement, as custodian of the Additional Projects Fund created by the Trust Agreement, to pay to the City or to the person(s) listed as payee out of the monies deposited in the Additional Projects Fund the aggregate sum of $..... to pay such person(s) or to reimburse the City in full for the advances, payments and expenditures made by it.

In connection with the foregoing request and authorization, the undersigned hereby certify that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Additional Projects Fund and none of these items has formed the basis for any disbursement heretofore made from the Additional Projects Fund.

(b) Each such item is or was necessary to cause a Future Funding.

(c) This statement and all exhibits hereto (including the form of evidence of payment the City expects to receive from PSPRS upon receipt of the payment by PSPRS) shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto.

(d) This statement constitutes approval by the City of the disbursement hereby requested and authorized.

Explanation of this Payment: Name and Address of Payee:

Account # Claim to be paid on:

....

Dated City Representative

$_____
CITY OF SAN LUIS, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATIONS,
TAXABLE SERIES 2021

OBLIGATION PURCHASE CONTRACT

March __, 2021

Mayor and City Council
City of San Luis, Arizona
1090 E. Union St.
San Luis, Arizona 85349

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), offers to enter into the following obligation purchase contract (this "Purchase Contract") with the City of San Luis, Arizona (the "Issuer" or "City"), which, upon written acceptance by the Issuer of this offer, shall be binding upon the Issuer and the Underwriter. This offer is made subject to written acceptance hereof by the Issuer on or before 5:00 p.m., Mountain Standard Time, on the date indicated above and shall be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Purchase Contract shall have the same meanings set forth in the Final Official Statement (as such term is defined herein). The offer of the Underwriter is made by signing the signature line provided and delivering the signed page to the Issuer. The acceptance is made by the Issuer signing the signature line provided and delivering the signed page to the Underwriter. Delivery includes sending in the form of a facsimile or telecopy or via the internet as a portable document format (PDF) file or other replicating image attached to an electronic message.

1. Purchase and Sale of the Obligations.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter shall purchase from the Issuer, all, but not less than all, of the Issuer's Pledged Excise Tax Revenue Obligations, Taxable Series 2021 (the "Obligations"), for an aggregate purchase price of $_____ (which represents the aggregate par amount of the Obligations, plus net original issue premium of $_____ and, less Underwriter's compensation of $_____. [For convenience, the Underwriter shall pay by the Closing (as defined herein), on behalf of the Issuer, $_____ from the proceeds of the Obligations to the Insurer (as defined herein) as payment of the bond insurance premium for the Policy (as defined herein). The Underwriter has not previously made any final agreement with the Issuer to purchase the Obligations in an offering within the meaning of the SEC Rule (as defined herein).

The purchase and sale of the Obligations pursuant to this Purchase Contract is an "arm's-length," commercial transaction between the Issuer and the Underwriter, (i) in connection therewith and with the discussions, undertakings and proceedings leading up to the consummation of such transaction, the Underwriter is and has been acting for and on behalf of itself, solely as a principal for its own account and is not acting as the agent or fiduciary of the Issuer or as a municipal advisor (with the meaning of Section 15B of the Securities Exchange Act of 1934, as amended), (ii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract and Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"), (iii) the Underwriter has provided the Issuer prior disclosures under Rule G-17 of the MSRB, which have been received by the Issuer, (iv) the Underwriter has financial and other interests that differ from those of the Issuer and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(b) The principal amounts of the Payments (as defined below) represented by the Obligations, the dated date, the payment dates, the prepayment provisions and the rates per annum of the interest amount represented by the Obligations are set forth in Schedule I attached hereto. The terms of the Obligations shall be as otherwise described in the Trust Agreement, to be dated as of April 1, 2021 (the "Trust Agreement") between the Issuer and the Trustee. The Obligations shall be executed and delivered by the Trustee pursuant to the Trust Agreement, substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon among the Underwriter, the Issuer and the Trustee. The Obligations represent undivided proportionate interests in the installment payments (each a "Payment," and collectively, the "Payments") to be made by the Issuer pursuant to a Purchase Agreement, to be dated as of April 1, 2021 (the "Purchase Agreement"), between the Issuer, as purchaser, and the Trustee, as seller.

(c) The proceeds of the Obligations will be used as described in the Final Official Statement (as defined herein).

2. Public Offering.

(a) The Underwriter intends to make an initial bona fide public offering of all of the Obligations at not in excess of the public offering prices (or not less than the yields) set forth on Schedule I hereto and on the inside front cover page of the Final Official Statement of the Issuer relating to the Obligations, dated even date herewith (including all appendices thereto, the "Final Official Statement") and may subsequently change such offering prices (or yields). The Underwriter may offer and sell the Obligations to certain dealers (including dealers depositing Obligations into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on Schedule I hereto and on the inside front cover page of the Final Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market price of the Obligations at a level above that which might

otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

(b) The undersigned, on behalf of the Underwriter, but not individually, hereby represents and warrants:

(1) the Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(2) this Purchase Contract has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Purchase Contract may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws");

(3) the Underwriter is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer; and

(4) by entering into this Purchase Contract, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Contract will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

3. The Official Statement.

(a) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved the distribution and use by the Underwriter of the Preliminary Official Statement of the Issuer relating to the Obligations, dated _____, 2021 (including all appendices thereto, the "Preliminary Official Statement" and, together with the Final Official Statement, the "Official Statement"), and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Obligations.

(b) The Issuer caused the Preliminary Official Statement to be prepared and an authorized officer of the Issuer, acting for and on behalf of the Issuer, deemed the Preliminary Official Statement to be "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended (the "SEC Rule").

(c) (i) WHILE THE UNDERWRITER HAS PARTICIPATED AND WILL PARTICIPATE WITH THE ISSUER IN THE PREPARATION AND ASSEMBLAGE OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT, RESPECTIVELY, THE ISSUER IS PRIMARILY RESPONSIBLE FOR THE CONTENT OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT and (ii) as of the date thereof, and at the time of the acceptance by the Issuer of this Purchase Contract, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) The Issuer shall provide to the Underwriter copies of the Official Statement in sufficient quantity to comply with the SEC Rule and the rules of the MSRB, particularly with respect to the Final Official Statement, within seven (7) business days after the date of this Purchase Contract.

(e) The Issuer authorizes the Underwriter to file, to the extent required by applicable Securities and Exchange Commission (the "SEC") or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Official Statement is prepared in accordance with Section 3(g) during the "primary offering disclosure period" (as defined in MSRB Rule G-32) and if required by applicable SEC or MSRB rule, the Underwriter also shall make the required submission of the amended Official Statement to EMMA.

(f) The Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the Issuer and the Underwriter.

(g) During the period ending on the 25th day after the End of the Underwriting Period (as such term is hereinafter defined) or such other period as may be agreed to by the Issuer and the Underwriter, the Issuer (i) shall not supplement or amend the Final Official Statement or cause the Final Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Final Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter or the Issuer, such event requires the preparation and distribution of a supplement or amendment to the Final Official Statement, the Issuer shall prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Final Official Statement, in form and substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the date of the Closing, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may

reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Final Official Statement.

(h) For purposes of this Purchase Contract, the "End of the Underwriting Period" is used as defined in the SEC Rule and shall occur on the later of (i) the date of the Closing or (ii) when the Underwriter no longer retains an unsold balance of the Obligations; unless otherwise advised in writing by the Underwriter on or prior to the date of the Closing, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the date of the Closing.

(i) The Underwriter shall provide to the Issuer such information relating to the Obligations which is not within the scope of knowledge of the Issuer (including, but not limited to, the selling compensation of the Underwriter, offering price(s), interest rate(s), delivery date and other terms of the Obligations dependent upon such matters). The Final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes therein as shall be necessary to conform to the terms of this Purchase Contract and with such other changes and amendments to the date thereof as have been accepted by the Underwriter. The execution and delivery of the Final Official Statement shall evidence the determination by the Issuer that the Final Official Statement is "final" for all purposes of the SEC Rule.

4. Representations and Warranties and Agreements of the Issuer. The undersigned, on behalf of the Issuer, but not acting individually, hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is validly existing as a municipal corporation duly created, organized and existing pursuant to the Constitution and laws of the State of Arizona (the "State"), and has full and legal right, power and authority, and at the date of the Closing shall have full legal right, power and authority pursuant to the resolution of the Mayor and Council of the Issuer adopted on March 10, 2021 (the "Resolution"), authorizing the sale and execution and delivery of the Obligations, (i) to enter into, execute and deliver this Purchase Contract; the Resolution; the Purchaser Agreement; the Trust Agreement; a written undertaking by the Issuer to provide ongoing disclosure for the benefit of certain owners of the Obligations as required under paragraph (b)(5) of the SEC Rule, in form and substance satisfactory to the Underwriter and counsel to the Underwriter which shall be substantially in the form set forth in the Preliminary Official Statement, with such changes as may be agreed in writing by the Underwriter (the "Undertaking"); the Letter of Representations, previously executed by the Issuer (the "DTC Letter") and delivered to The Depository Trust Company ("DTC") and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Purchase Contract, the Resolution, the Purchase Agreement, the Trust Agreement, the Undertaking and the DTC Letter are hereinafter referred to as the "Issuer Documents"), (ii) to cause the sale and execution and delivery of the Obligations to the Underwriter as provided herein, (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Final Official Statement, (iv) to pledge the Excise Taxes and State Shared Revenues as described in the Official Statement, and (v) to approve, execute and authorize the use and distribution, as applicable, of the Preliminary Official Statement and the Final Official Statement, and the Issuer has complied, and shall at the Closing be in compliance in all respects, with all applicable provisions of law and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution by the Mayor and City Council of the Issuer for the execution and delivery and sale of the Obligations, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Obligations and the Issuer Documents, and (iii) the consummation by the Issuer of all other transactions contemplated by the Preliminary Official Statement, the Issuer Documents; and the Resolution (A) authorizes the execution and delivery of the other of the Issuer Documents and the Obligations as well as the approval, execution and authorization of the use and distribution of the Preliminary Official Statement and the Final Official Statement and the sale of the Obligations to the Underwriter, (B) has been duly and validly adopted by the Mayor and City Council of the Issuer, and (C) is in full force and effect;

(c) This Purchase Contract has been duly executed and delivered by the Issuer, and the other of the Issuer Documents (when such Issuer Documents are executed and delivered by the other parties thereto) will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to applicable Creditors' Rights Laws; the Obligations, when executed and delivered and paid for in accordance with the Trust Agreement and this Purchase Contract, shall constitute legal, valid and binding obligations entitled to the benefits of the Trust Agreement and enforceable in accordance with their terms, subject to applicable Creditors' Rights Laws and, upon the execution and delivery of the Obligations as aforesaid, the Purchase Agreement and the Trust Agreement shall provide, for the benefit of the holders from time to time of the Obligations, the legally valid and binding pledge and lien they purport to create as set forth in the Purchase Agreement and the Trust Agreement;

(d) The Issuer is not in material breach of or default in any material respect with respect to any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is, or any of its property or assets are, otherwise subject; no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer pursuant to any of the foregoing or the Issuer Documents and the execution and delivery of the Obligations and the Issuer Documents and the adoption of the Resolution and compliance with the provisions on the part of the Issuer contained therein shall not conflict with or constitute a material breach of or default pursuant to any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is, or any of its property or assets are, otherwise subject nor shall any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Obligations or pursuant to the terms of any such law, regulation or instrument, except as provided by the Obligations and the Issuer Documents;

(e) All authorizations, approvals, licenses, permits, consents, orders and other matters of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due

performance by the Issuer, of its obligations pursuant to the Issuer Documents and the Obligations have been duly obtained, except for such approvals, consents and orders as may be required pursuant to the "blue sky" or securities laws of any jurisdiction in connection with the offering and sale of the Obligations, and including particularly, but not by way of limitation, the filing of all reports required to be filed by the Issuer pursuant to Section 35-501, Arizona Revised Statutes;

(f) The Obligations and the Issuer Documents conform to the descriptions thereof contained in the Official Statement, and the proceeds of the sale of the Obligations shall be applied as described in the Official Statement;

(g) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or overtly threatened against the Issuer (i) affecting the existence of the Issuer or the titles of its officers to their respective offices; or (ii) affecting or seeking to prohibit, restrain or enjoin the sale or execution and delivery of the Obligations or the levy, collection or pledge, as applicable, of the revenues from the Excise Taxes or State Shared Revenues; or (iii) in any way contesting or affecting the validity or enforceability of the Obligations or the Issuer Documents; or (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement; or (v) contesting the formation or powers of the Issuer or any authority for the sale and execution and delivery of the Obligations, the adoption of the Resolution or the execution and delivery of the Issuer Documents; or (vi) which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the Obligations or the Issuer Documents;

(h) The Issuer has not granted a lien on, made a pledge of or agreed to apply the revenue from the Excise Taxes, the State Shared Revenues and other moneys payable pursuant to the Purchase Agreement, except as provided or permitted in the Purchase Agreement or as described in the Official Statement;

(i) Unless the Final Official Statement is amended or supplemented pursuant to paragraph (g) of Section 3 of this Purchase Contract, at all times subsequent to the acceptance by the Issuer hereof, during the period up to and including the date of the Closing, the Final Official Statement, as of its date, did not, as of the date hereof, does not and, as of the Closing, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances pursuant to which they were made, misleading;

(j) If the Final Official Statement is amended or supplemented pursuant to paragraph (g) of Section 3 of this Purchase Contract, at the time of each amendment or supplement thereto and (unless subsequently again amended or supplemented pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of the Closing, the Final Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances pursuant to which made, not misleading;

(k) The Issuer shall apply, or cause to be applied, the proceeds from the sale of the Obligations as provided in and subject to all of the terms and provisions of the Issuer Documents;

(l) The Issuer shall furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (i) to (A) qualify the Obligations for offer and sale pursuant to the "blue sky" or other securities laws and regulations of such States and other jurisdictions in the United States as the Underwriter may designate and (B) determine the eligibility of the Obligations for investment pursuant to the laws of such States and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the distribution of the Obligations (provided, however, that the Issuer shall not be required to qualify as a foreign corporation or to file any general or special consents to service of process pursuant to the laws of any jurisdiction) and shall advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Obligations for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The audited financial statements of the Issuer contained in the Official Statement fairly present the financial position and results of operations and changes in fund balances of the Issuer as of the dates and for the periods therein set forth; the Issuer has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied; since June 30 of the last fiscal year presented in the audited financial statements of the Issuer included in the Official Statement, the Issuer has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the Issuer that is not described in the Official Statement, whether or not arising from transactions in the ordinary course of business and, prior to the Closing, there will be no adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Issuer;

(n) The Issuer is not a party to any litigation or other proceeding pending or overtly threatened that, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer; and except as disclosed in the Official Statement, the Issuer is not a party to any contract or agreement or subject to any restriction, the performance of or compliance with which may have a material adverse effect on the financial condition, operations or prospects of the Issuer or ability of the Issuer to comply with all the requirements set forth in the Official Statement, the Issuer Documents or the Obligations;

(o) Prior to the Closing, and to the extent it may legally agree to do so, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Obligations without the prior approval of the Underwriter;

(p) The representations of the Issuer set forth herein and in the Resolution and the Issuer Documents are, as of the date hereof, true and correct, and between the date hereof and the date of the Closing, the Issuer shall not take any action that will cause the representations and warranties made herein to be untrue as of the date of the Closing;

(q) The officers and officials of the Issuer executing the Official Statement and the Issuer Documents and the Obligations and the officers and officials of the Issuer listed on the certificate of the Issuer to be delivered at the Closing have been or will have been duly appointed and are or will be qualified to serve as such officers and officials of the Issuer, and any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Purchase Contract shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein; and

(r) The Issuer is the only "obligated person" (as defined in the Rule) with respect to the Obligations, and there have not been and, as of the Closing, there will not have been, any instances during the preceding five years in which the Issuer failed to comply, in all material respects, with any previous continuing disclosure agreement made by the Issuer for purposes of the Rule, except as disclosed under "CONTINUING DISCLOSURE" in the Official Statement.

5. Closing.

(a) The Closing shall take place at 8:30 a.m. Mountain Standard Time, on April __, 2021 (the "Closing"), at the offices of the Greenberg Traurig, LLP, or at such other time, date and place as shall have been mutually agreed upon by the Issuer, the Trustee and the Underwriter. On the date of Closing, the Trustee will, subject to the terms and conditions hereof, execute, deliver and register the Obligations in the name of Cede & Co., as nominee of DTC pursuant to the executed DTC Letter and delivered to the Trustee pursuant to DTC's "F.A.S.T." delivery procedures. Also on the date of Closing, the Underwriter will, subject to the terms and conditions hereof, accept delivery of the Obligations and the items identified in Section 6(k) hereof and pay the purchase price of the Obligations as set forth in Section 1 of this Purchase Contract by wire transfer payable in immediately available funds to the Trustee.

(b) It is anticipated that CUSIP identification numbers will be printed on the Obligations, but neither the failure to print such numbers on any Obligations nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of the Obligations in accordance with the terms of this Purchase Contract.

6. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties, covenants and agreements of the Issuer contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the obligations of the Underwriter pursuant to this Purchase Contract to purchase, to accept delivery of and to pay for the Obligations shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and pursuant to such documents and instruments at or prior to the Closing and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein and in the Issuer Documents shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) All representations, warranties and covenants made herein, and in certificates or other instruments delivered pursuant hereto or in connection herewith, shall be deemed to have been relied upon by the Underwriter notwithstanding any investigation heretofore or hereafter made by the Underwriter or on its behalf, and that all representations, warranties and covenants made by the Issuer herein and therein and all of the Underwriter's rights, hereunder and thereunder shall survive the offering of the Obligations;

(c) The Issuer and the Trustee shall have performed and complied with all covenants, agreements and conditions required by the Issuer Documents to be performed or complied with by them prior to or at the Closing;

(d) As of the date of the Closing, (i) the Issuer Documents and the Obligations shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended or modified; (ii) the Final Official Statement shall not have been amended or supplemented, except in any such case as may have been agreed to by the Underwriter; and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Special Counsel (as defined below) and counsel to the Underwriter to deliver their respective opinions referred to hereafter;

(e) As of the date of the Closing, all official action of the Issuer relating to the Obligations and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(f) As of or prior to the Closing, the Issuer Documents shall have been duly executed and delivered by the Issuer and the Trustee shall have duly executed and delivered the Obligations;

(g) As of the date of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from those set forth in the Final Official Statement that, in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impractical to market the Obligations on the terms and in the manner contemplated in the Final Official Statement;

(h) As of the date of the Closing, no "event of default" shall have occurred or be existing pursuant to the Issuer Documents nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an event of default pursuant to the Issuer Documents;

(i) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(j) All steps to be taken, all instruments and other documents to be executed and all other legal matters in connection with the transactions contemplated by this Purchase Contract shall be reasonably satisfactory in legal form and effect to the Underwriter;

(k) On the date of or prior to the Closing, the Underwriter shall have received two copies of the transcript of all proceedings of the Issuer relating to the execution and delivery

of the Obligations, certified, as necessary, by appropriate officials of the Issuer, including, but not limited to, the following opinions, certificates and other documents:

(1) An unqualified approving opinion of Greenberg Traurig, LLP, as Special Counsel as to the Obligations, dated the date of the Closing, addressed to the Issuer and substantially in the form included in the Final Official Statement, along with a reliance letter with respect thereto, dated the date of Closing and addressed to the Underwriter;

(2) The supplemental opinion of Greenberg Traurig, LLP, as Special Counsel, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit A;

(3) An opinion of the counsel to the Issuer, dated the date of the Closing, addressed to the Underwriter and Special Counsel and substantially in the form attached hereto as Exhibit B;

(4) An opinion of Squire Patton Boggs (US) LLP, as counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter and in form and substance reasonably satisfactory thereto;

(5) A certificate, dated the date of Closing and signed by the Mayor, the City Clerk and the City Manager of the Issuer, to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect if made on the date of the Closing; (ii) there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body pending or threatened in any way affecting the existence of the Issuer or the titles of its officials to their respective positions, or seeking to restrain or to enjoin the sale or delivery of the Obligations, or the levy and collection of the revenues from the Excise Taxes and State Shared Revenues imposed and levied or to be imposed and levied to pay all the Payments, or the imposition thereof, or in any way contesting or affecting the validity or enforceability of the Obligations or the Issuer Documents, or contesting in any way the completeness or accuracy of the Final Official Statement or contesting the powers of the Issuer or its authority with respect to the Obligations or the Issuer Documents; (iii) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing; and (iv) the Issuer has complied with all requirements and covenants under prior obligation documents, including, without limitation, the First Purchase Agreement and the Second Purchase Agreement (each as defined in the Trust Agreement), for the issuance of these Obligations;

(6) A certificate, dated the date of Closing and signed by the Mayor, the City Clerk and the City Manager of the Issuer, to the effect that (i) the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances pursuant to which they were made, not misleading; (ii) the financial statements of the Issuer contained in the Official Statement fairly present the financial position and results of operations and changes in fund balances of the Issuer as of the dates and for the periods therein set forth and the Issuer has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied; (iii) since June 30 of the last fiscal

year presented in the audited financial statements of the Issuer included in the Official Statement, the Issuer has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the results of operations or financial condition of the Issuer that is not described in the Official Statement, whether or not arising from transactions in the ordinary course of business, nor are there any deficits in any fund of the Issuer except as disclosed in the Official Statement; (iv) no event affecting the Issuer has occurred since the date of the Preliminary Official Statement to the sale date of the Obligations and the date of the Final Official Statement to the date of Closing that should be disclosed in the Preliminary Official Statement or the Final Official Statement, as applicable, for the purpose for which it is to be used or which it is necessary to disclose therein with respect to the Issuer in order to make the information therein in the light of the circumstances pursuant to which they were made or set forth not misleading in any material respect; and (v) the Issuer has complied with all of the terms of this Purchase Contract and the Issuer Documents to be complied with by it prior to or concurrently with the Closing;

(7) A specimen of the Obligations;

(8) A certified copy of the Resolution;

(9) A counterpart original of the Final Official Statement manually executed on behalf of the Issuer by the Mayor of the Issuer;

(10) A filing copy of the Report Relating to Bond and Security Issuance pursuant to §35-501, Arizona Revised Statutes, for the Obligations;

(11) An executed copy of each of the other of the Issuer Documents and the Trustee Documents;

(12) A certificate or certificates, dated the date of the Closing, signed by an authorized representative of the Trustee and in form and substance satisfactory to Special Counsel and the Underwriter, in which such official states that (i) the representations and warranties of the Trustee contained in the Purchase Agreement, the Trust Agreement and the Escrow Agreement (collectively for purposes of this paragraph, the "Trustee Documents") are true and correct in all material respects as of the date of the Closing, the Trustee has duly executed and delivered the Trustee Documents and the Trustee has complied with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to the Trustee Documents at or prior to the Closing and (ii) no litigation is pending or threatened against the Trustee before any judicial, quasi-judicial or administrative forum (A) to restrain or enjoin the performance by the Trustee of its obligations and duties pursuant to the Trustee Documents, (B) in any way contesting or affecting any authority for, or the validity of, the Obligations or the applications of the proceeds of the Obligations or (C) in any way contesting the existence or corporate trust powers of the Trustee, together with evidence of the authority of the Trustee to execute and deliver the Trustee Documents and execute and deliver the Obligations and an incumbency certificate;

(13) [Evidence that _____ (the "Insurer") has issued its municipal bond insurance policy (the "Policy") with respect to the Obligations as well as appropriate opinions and certifications from the Insurer relating to the Policy];

(14) [Letters from S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, confirming that the Obligations have been rated (i) an underlying rating of "A+," [and (ii) a rating of "AA", based on issuance of the Policy], which ratings shall be in effect on the date of Closing; and

(15) Such additional opinions, letters, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably deem necessary to satisfy conditions to the execution and delivery of the Obligations and to evidence the truth and accuracy as of the date of the Closing, or prior to such time, of the representations, warranties and covenants of the Issuer and the due performance or satisfaction by the Issuer of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

(All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.)

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Obligations contained in this Purchase Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Section 8(c) hereof shall continue in full force and effect.

7. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Obligations and to terminate this Purchase Contract by written notice to the Issuer if, between the date of this Purchase Contract to and including the date of the Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur:

(a) the market price or marketability of the Obligations, or the ability of the Underwriter to enforce contracts for the sale of the Obligations, shall be materially adversely affected by any of the following events:

(1) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Obligations; provided that, this paragraph (A)(1) shall not apply if the Obligations are being issued as taxable obligations; or

(2) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other calamity or

crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(3) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(4) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Obligations, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provision of the federal securities laws; or

(5) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(6) any rating on obligations of the Issuer [or the Insurer] is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Final Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Final Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Final Official Statement to be supplemented to supply such statement or information, or the effect of the Final Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Obligations or the ability of the Underwriter to enforce contracts for the sale of the Obligations; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Obligations shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension

of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Obligations, including the underlying obligations as contemplated by this Purchase Contract or by the Final Official Statement, or any document relating to the issuance, offering or sale of the Obligations, is or would be in violation of any provision of the federal securities laws at the date of the Closing, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended.

8. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the obligations of the Issuer hereunder, including, but not limited to (i) the cost of preparation and printing of the Obligations, the Preliminary Official Statement, the Official Statement and the Issuer Documents in reasonable quantities and all other documents (other than as set forth in the next succeeding paragraph) prepared in connection with the transactions contemplated hereby, (ii) the fees and disbursements of Special Counsel, counsel to the Issuer, counsel to the Underwriter and the Trustee; (iii) the fees and disbursements of any other accountants, and other experts, consultants or advisers retained by the Issuer; (iv) the fees for the Ratings, the Policy and of DTC and (v) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs incurred by the Underwriter in connection with the sale and execution and delivery of the Obligations. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Obligations.

(b) The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Obligations, and (ii) all other expenses incurred by it in connection with the public offering of the Obligations.

(c) If this Purchase Contract shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Purchase Contract, the Issuer shall reimburse the Underwriter for all "out-of-pocket" expenses reasonably incurred by the Underwriter in connection with this Purchase Contract and the offering contemplated hereunder.

9. Notices. Any notice or other communication to be given to the Issuer pursuant to this Purchase Contract may be given by delivering the same in writing at the address set forth on the first page of this Purchase Contract to the attention of the City Manager, and any notice or other communication to be given to the Underwriter pursuant to this Purchase Contract may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 2801 East Camelback Road, Suite 300, Phoenix, AZ 85016, Attention: B. Mark Reader, Managing Director.

10. Parties in Interest. This Purchase Contract as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer, the Trustee and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Purchase Contract may not be assigned by the Issuer. All of the representations, warranties and agreements of the Issuer contained in this Purchase Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Obligations pursuant to this Purchase Contract and (iii) any termination of this Purchase Contract.

11. Effectiveness. This Purchase Contract shall become effective upon the acceptance hereof by the Issuer, and shall be valid and enforceable at the time of such acceptance.

12. Choice of Law; Venue. This Purchase Contract shall be governed by and construed in accordance with the law of the State. The venue for any proceedings on any and all controversies arising pursuant to this Purchase Contract will be Yuma County, Arizona.

13. Severability. If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatever.

14. Business Day. For purposes of this Purchase Contract, "business day" means any day on which the New York Stock Exchange is open for trading.

15. Section Headings. Section headings have been inserted in this Purchase Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Contract and will not be used in the interpretation of any provisions of this Purchase Contract.

16. Counterparts. This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. Notice Concerning Cancellation of Contracts. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the Issuer) or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from

the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the Issuer hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Purchase Contract and covenants that it shall take no action which would result in a violation of such Section.

18. Compliance with E-Verify Requirements. Pursuant to A.R.S. § 41-4401(A), the Underwriter warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A, e-verify. A breach by the Underwriter of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The Issuer retains the legal right to inspect the papers of any contractor or subcontractor employee who works under this Purchase Contract to ensure that the Underwriter or Underwriter's subcontractor or subcontractors are complying with this warranty.

If you agree with the foregoing, please sign the enclosed counterpart of this Purchase Contract and return it to the Underwriter. This Purchase Contract shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Sincerely,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By_____
Authorized Representative

Accepted and agreed to at _____
__.m. this ___ day of _____, 2021

THE CITY OF SAN LUIS, ARIZONA

By_____
Name: Tadeo A. De La Hoya
Title: City Manager

ATTEST:

_____
Sonia Cornelio, City Clerk

SCHEDULE I

$_____
CITY OF SAN LUIS, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATIONS,
TAXABLE SERIES 2021

$_____
CITY OF SAN LUIS, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATIONS,
TAXABLE SERIES 2021

Dated Date: Date of Delivery

Interest Payment Dates: Each January 1 and July 1, commencing July 1, 2021

Payment Schedule

Payment Date (July 1)	Payment Amount	Interest Rate	Yield

Optional Prepayment: The Obligations payable before or on July 1, 20__, will not be subject to prepayment prior to their stated payment dates. The Obligations payable on or after July 1, 20__, will be subject to prepayment by lot within such payment date by such methods as may be selected by the Trustee from prepayments made at the option of the Issuer pursuant to the Purchase Agreement, in whole or in part on any date, on or after July 1, 20__, at a prepayment price equal to the principal amount of the Obligations or portions thereof to be prepaid, together with accrued interest to the date fixed for prepayment, but without premium.

EXHIBIT A

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Date of Closing]

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

Re: City of San Luis, Arizona $_____ Pledged Excise Tax Revenue Obligations, Taxable Series 2021 Representing Proportionate Interests of the Owners Thereof in Payments to be Made by the City of San Luis, Arizona, as Lessee of Certain Property Pursuant to a Purchase Agreement, Dated as of April 1, 2021

Pursuant to an Obligation Purchase Contract, dated March __, 2021 (the "Purchase Contract"), between the City of San Luis, Arizona and, Stifel, Nicolaus & Company, Incorporated, we have delivered to you our approving opinion of even date herewith (the "Approving Opinion") relating to the captioned Obligations. All terms used herein shall have the same meaning assigned in the Purchase Contract.

We hereby supplement the Approving Opinion and further advise you as follows:

1. The Issuer has all requisite power and authority pursuant to the Constitution and laws of the State (a) to execute and deliver, as applicable, the Issuer Documents, (b) to approve, execute and authorize the use and distribution of the Preliminary Official Statement and the Final Official Statement and (c) to carry out and consummate the transactions contemplated by the Final Official Statement, the Issuer Documents and the Obligations (including performing the applicable obligations pursuant thereto).

2. The Issuer has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the Final Official Statement, the Issuer Documents and the Obligations.

3. The Issuer Documents have been duly authorized, executed and delivered, as applicable, by the Issuer, are in full force and effect and, assuming due and valid authorization, execution and delivery by, and enforceability against, if any, the other party thereto, constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms. The foregoing is subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights and the principles of equity in the event equitable remedies are sought.

4. Adoption of the Resolution, authorization, execution and delivery, as applicable, of, and the due performance by the Issuer of the Issuer Documents and the approval, execution and authorization of the use and distribution of, the Final Official Statement (including, as applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby

and each of such instruments, do not and will not conflict with, or constitute on the part of the Issuer a material breach of or default under, any federal or State constitutional or statutory provision.

5. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Obligations and other than approvals that may be required under "blue sky" laws of any jurisdiction) is required in connection with the adoption by the Mayor and Council of the Issuer of the Resolution or the authorization, execution, delivery and performance, as applicable, by the Issuer of the Issuer Documents and the consummation of the transactions contemplated by the Final Official Statement.

6. The information contained (but not incorporated by reference) in the Preliminary Official Statement and the Final Official Statement in the tax caption on the cover thereof, under the headings "THE OBLIGATIONS," "PLAN OF FINANCE" (except the information included under the subheading "The Project"), "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," "TAX MATTERS and "CONTINUING DISCLOSURE" (except the existence or status of compliance with prior undertakings by the Issuer) and in Appendix D – "SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT AND THE PURCHASE AGREEMENT," Appendix E – "FORM OF CONTINUING DISCLOSURE AGREEMENT" and Appendix F -- "FORM OF APPROVING LEGAL OPINION" thereto, insofar as such information purports to summarize certain provisions of the laws of the State and the United States of America, the Obligations, the Trust Agreement, the Purchase Agreement and the Undertaking fairly present the information purported to be shown; provided, however, that such information does not purport to summarize all the provisions of, and is qualified in its entirety by, the complete laws and documents that are summarized and, based solely on our participation in the transaction as Special Counsel, nothing has come to our attention that would lead us to believe that the information and statements in the Preliminary Official Statement, as of its date and as of March __, 2021, and the Official Statement, as of its date and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that we express no view as to the financial statements of the Issuer, any other financial forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement regarding DTC. We have not undertaken to review or determine independently, and assume no responsibility for, the accuracy or completeness of the information in the Preliminary Official Statement or the Official Statement except to the extent indicated hereinabove.

7. It is not necessary in connection with the sale and execution of the Obligations to the public to register the Obligations pursuant to the Securities Act of 1933, as amended, or to qualify the Trust Agreement pursuant to the Trust Indenture Act of 1939, as amended.

You may rely upon the Approving Opinion as though it were specifically addressed to you.

This letter is provided pursuant to Section 6(k)(2) of the Purchase Contract and is being given solely for the information of and assistance to the addressee of this letter in its capacity as the underwriter of the Obligations. In giving this opinion to such underwriter, it is expressly

understood that no attorney-client relationship is being created thereby. Without our express prior written permission, this opinion may not be relied upon by any person other than such underwriter and is not to be used, circulated, quoted, or otherwise referred to in connection with the offering of the Obligations, except that reference may be made to this opinion in any list of closing documents pertaining to the execution and delivery of the Obligations.

Respectfully submitted,

EXHIBIT B

[LETTERHEAD OF CITY ATTORNEY]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

Greenberg Traurig, LLP
Phoenix, Arizona

Re: Pledged Revenue Obligations, Taxable Series 2021 Representing Proportionate Interests of the Owners Thereof in Payments to be Made by the City of San Luis, Arizona, as Lessee of Certain Property Pursuant to a Purchase Agreement, Dated as of April 1, 2021

I hold the office of City Attorney of the City of San Luis, Arizona (the "City"), and in that capacity render this opinion pursuant to the Obligation Purchase Contract, dated _____, 2021 (the "Purchase Contract"), with respect to the captioned Obligations. (The capitalized terms used in this opinion and not otherwise defined herein have the meaning ascribed to them in the Purchase Contract.)

I have examined the transcript of proceedings (the "Transcript") relating to the execution and delivery of the Obligations, including originals or copies, certified or otherwise identified to our satisfaction, of the included documents, resolutions, instruments, records, certificates and opinions, and have reviewed laws and information and have made investigations, as I have considered necessary or appropriate for the purpose of rendering this opinion. In such examination of the Transcript, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to me as copies. As to any facts material to this opinion, I have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

Based upon such examination, I am of the opinion that, pursuant to the law existing on the date of this opinion:

1. The City is duly organized and validly incorporated as a municipal corporation in accordance with the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder to enter into and perform its agreements in accordance with the Resolution and its covenants and agreements pursuant to the Issuer Documents.

2. The Resolution has been duly adopted and approved by the Mayor and City Council of the City in conformance with the applicable open meeting and other laws and Resolutions of the City and the State of Arizona.

3. The Issuer Documents have been duly authorized and validly executed and delivered by the City, and the distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the City.

4. The adoption and approval of the Resolution, the authorization, execution and delivery of the Issuer Documents and compliance with the respective provisions thereof under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or of any existing law, administrative regulation, court order or consent decree to which the City, or any of its property, is subject.

5. There are no lawsuits or proceedings by or before any court, governmental agency, public board or body, pending or, to the best of my knowledge, threatened against the City (a) that in any way question (i) the validity and the proper authorization, approval and execution of any of the Issuer Documents, (ii) the validity and proper approval and adoption of the Resolution, (iii) the authority of the City or its officials to enter into any of the Issuer Documents, to make the Payments or to perform its obligations under such documents or the Resolution or the pledge of Excise Tax Revenue Pledged Revenue (as defined in the Issuer Documents) and to carry out the transactions contemplated thereby, or (b) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Resolution, the Obligations, any of the Issuer Documents or the Official Statement, or would in any way adversely affect the validity or enforceability of the Obligations, the Resolution, any of the Issuer Documents or of any other instruments required or contemplated for use in consummating the transactions contemplated thereby or by the Official Statement, or that, individually or collectively, would have a material adverse effect on the financial condition of the City or impair the City's ability to comply with all of its duties under the Resolution, or (c) contesting in any way the completeness or accuracy of the Official Statement.

6. The statements in the Preliminary Official Statement and the Official Statement under the heading "LITIGATION" are true and correct in all material respects and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

CITY OF SAN LUIS, ARIZONA

By_____
City Attorney

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2021

NEW ISSUE – BOOK-ENTRY-ONLY

RATINGS: See "RATINGS" herein.
INSURANCE: See "BOND INSURANCE AND RELATED RISK FACTORS" herein.

THE PORTION OF EACH INSTALLMENT PAYMENT MADE BY THE CITY PURSUANT TO THE PURCHASE AGREEMENT AND DENOMINATED AS AND COMPRISING INTEREST PURSUANT TO THE PURCHASE AGREEMENT AND RECEIVED BY THE OWNERS OF THE OBLIGATIONS IS NOT EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES AND IS NOT EXEMPT FROM TAXATION UNDER THE LAWS OF THE STATE OF ARIZONA. SEE "TAX MATTERS" HEREIN.

DRAFT V
3/9/2021

$9,165,000*
CITY OF SAN LUIS, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATIONS, TAXABLE SERIES 2021

Dated: Date of Initial Delivery *Due:* July 1, as shown on the inside front cover page

The Pledged Excise Tax Revenue Obligations, Taxable Series 2021 (the "Obligations") will be executed and delivered for the purpose of (i) acquiring the evidence of payment executed and delivered by the Arizona Public Safety Personnel Retirement System ("PSPRS") as a result of the City of San Luis, Arizona (the "City") funding all or a portion of the City's unfunded liabilities with respect to PSPRS, (ii) funding amounts all or portion of which will fund future portions of the City's unfunded liabilities with respect to PSPRS and acquiring in connection therewith evidences of payment executed and delivered by PSPRS as a result of such payments, and (iii) paying costs incurred in connection with the execution and delivery of the Obligations. See "PLAN OF FINANCE" herein.

Interest on the Obligations will be payable semiannually on each July 1 and January 1, commencing July 1, 2021*. The Obligations will be dated the date of delivery and will be issuable as fully registered obligations without coupons and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Obligations. Beneficial interests in the Obligations will be available to purchasers in amounts of $5,000 of principal due on a specific payment date and any integral multiple thereof only under the book-entry only system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as defined herein). Purchasers will not receive physical certificates. So long as any purchaser is the beneficial owner of an Obligation, such purchaser must maintain an account with a broker or a dealer who is, or acts through, a DTC Participant to receive payment of principal and interest on such Obligation. See APPENDIX G - "BOOK-ENTRY-ONLY SYSTEM" herein.

The Obligations will be subject to optional prepayment prior to their stated payment dates as described herein. See "THE OBLIGATIONS – Prepayment Provisions" herein.

SEE PAYMENT SCHEDULE ON INSIDE FRONT COVER PAGE

The Obligations will represent undivided, proportionate interests in the installment payments (the "Payments") to be made by the City pursuant to a Third Excise Tax Purchase Agreement, to be dated as of April 1, 2021* (the "Purchase Agreement"), between the City and UMB Bank, n.a. (the "Trustee"). The Payments to be made by the City under the Purchase Agreement will be payable from and secured by a first lien pledge upon revenues from Excise Taxes (as defined herein) and State Shared Revenues (as defined herein), in amounts sufficient to make such Payments. The Purchase Agreement provides that (a) the City may not further encumber revenues from Excise Taxes and State Shared Revenues on a basis prior to the pledge of revenues from Excise Taxes and State Shared Revenues under the Purchase Agreement, and (b) may not encumber revenues from Excise Taxes and State Shared Revenues on a basis equal to the pledge under the Purchase Agreement unless certain requirements of the Purchase Agreement are satisfied. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS" herein.

THE OBLIGATIONS WILL BE SPECIAL, LIMITED, REVENUE OBLIGATIONS OF THE CITY AND WILL BE PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN. THE OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF, AND THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WILL NOT BE PLEDGED FOR THE PAYMENT OF THE OBLIGATIONS.

The Obligations will be offered when, as and if executed and delivered, subject to the approving opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Special Counsel, as to validity and tax matters. Certain matters will be passed upon for the Underwriter by its counsel, Squire Patton Boggs (US) LLP, Phoenix, Arizona. It is anticipated that the Obligations in definitive form will be available for delivery through DTC on or about April __, 2021*.

This cover page contains only a brief description of the Obligations and the security therefor. It is not a summary of material information with respect to the Obligations. Investors are advised to read this entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Obligations.

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* *Subject to change.*

STIFEL

PAYMENT SCHEDULE*

$9,165,000*
CITY OF SAN LUIS, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATIONS, TAXABLE SERIES 2021

Payment Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No. _____
2021	$ 25,000	%	%	
2022	290,000			
2023	420,000			
2024	530,000			
2025	535,000			
2026	545,000			
2027	550,000			
2028	560,000			
2029	570,000			
2030	585,000			
2031	600,000			
2032	615,000			
2033	630,000			
2034	645,000			
2035	665,000			
2036	690,000			
2037	710,000			

* *Subject to change.*

(1) *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2021 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Special Counsel, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.*

CITY OF SAN LUIS, ARIZONA

CITY COUNCIL

Gerardo Sanchez, *Mayor*

Matias Rosales, *Vice Mayor*

Mario Buchanan, Jr., *Councilmember*

Luis Cabrera, *Councilmember*

Africa Luna-Carrasco, *Councilmember*

Jose A. Ponce, *Councilmember*

Gloria Torres, *Councilmember*

CITY ADMINISTRATION

Tadeo A. De La Hoya, *City Administrator*

Kay Macuil, *City Attorney*

Monica Castro, *Director of Finance*

SPECIAL COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

TRUSTEE

UMB Bank, n.a.
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City of San Luis, Arizona (the "City") or Stifel, Nicolaus & Company, Incorporated (the "Underwriter") to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the City's Pledged Excise Tax Revenue Obligations, Taxable Series 2021 (the "Obligations") by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement, which includes the cover page, inside front cover page and appendices hereto, has been obtained from the City and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but such information has not been independently confirmed or verified by the City or the Underwriter, is not guaranteed as to accuracy or completeness, and is not to be construed as the promise or guarantee of the City or the Underwriter.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the City has been identified by source and has not been independently confirmed or verified by the City or the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

None of the City, the Underwriter, counsel to the Underwriter or Special Counsel (as defined herein) are actuaries. None of them have performed any actuarial or other analysis of the City's share of unfunded liabilities of the Arizona State Retirement System or the Public Safety Personnel Retirement System.

The Obligations will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission (the "SEC") nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Obligations for sale.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein. References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the SEC.

The City will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX E – "FORM OF CONTINUING DISCLOSURE AGREEMENT," all pursuant to Rule 15c2-12 of the SEC.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES OF THE OBLIGATIONS TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE OBLIGATIONS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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OFFICIAL STATEMENT

$9,165,000*
CITY OF SAN LUIS, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATIONS, TAXABLE SERIES 2021

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, provides certain information concerning the City of San Luis, Arizona (the "City") Pledged Excise Tax Revenue Obligations, Taxable Series 2021 (the "Obligations"), to be executed and delivered in the principal amount indicated above. The Obligations will represent undivided, participating, proportionate interests in installment payments (the "Payments") to be made by the City pursuant to a Third Excise Tax Purchase Agreement, to be dated as of April 1, 2021* (the "Purchase Agreement"), between the City, as purchaser, and UMB Bank, n.a., as trustee (the "Trustee"), in its separate capacity as seller.

Proceeds of the Obligations will be used to (i) acquire the evidence of payment (the "Project") executed and delivered by the Arizona Public Safety Personnel Retirement System ("PSPRS") as a result of the City funding all or a portion of the City's unfunded liabilities with respect to PSPRS, (ii) fund amounts all or a portion of which will fund future portions of the City's unfunded liabilities with respect to PSPRS and acquiring in connection therewith evidences of payment (the "Additional Projects" and, collectively with the Project, the "Projects") executed and delivered by PSPRS as a result of such payments, and (iii) pay costs incurred in connection with the execution and delivery of the Obligations. See "PLAN OF FINANCE" herein.

The Obligations will be executed and delivered pursuant to a Third Excise Tax Trust Agreement, to be dated as of April 1, 2021* (the "Trust Agreement"), between the City and the Trustee. Certain of the Trustee's interests under the Purchase Agreement, including, without limitation, the right to receive and collect the Payments and the right to enforce the City's obligations to make the Payments, will be held by the Trustee for the benefit of the registered owners of the Obligations.

The Payments will be payable from and secured by a first lien on and pledge of revenues from Excise Taxes and State Shared Revenues (each as defined herein), on a parity with the pledge and lien granted by the City for the payment and security of $25,470,000 outstanding principal amount of the City's Pledged Excise Tax Revenue Refunding Obligations, Tax-Exempt Series 2014A (the "2014 Obligations"), the debt service with respect to which is secured by payments due pursuant to the First Excise Tax Purchase Agreement, dated as of November 1, 2014 (the "2014 Purchase Agreement"), by and between the City and U.S. Bank National Association, the $2,070,000 outstanding principal amount of the City's Pledged Excise Tax Revenue Refunding Obligations, Tax-Exempt Series 2017A and the $9,365,000 outstanding principal amount of the City's Pledged Excise Tax Revenue Refunding Obligations, Taxable Series 2017B (collectively, the "2017 Obligations"), the debt service with respect to which is secured by payments due pursuant to the Second Excise Tax Purchase Agreement, dated as of October 1, 2017 (the "2017 Purchase Agreement"), by and between the City and U.S. Bank National Association, and any Parity Lien Obligations (as defined herein). "Excise Taxes" means the unrestricted transaction privilege (sales) taxes, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures the City now imposes; provided that the Mayor and Council of the City may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council. "State Shared Revenues" means any amounts of excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State of Arizona (the "State" or "Arizona") or any agency thereof and returned, allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes such as motor vehicle fuel taxes.

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* *Subject to change.*

The Purchase Agreement provides that (i) the City may not encumber revenues from Excise Taxes or State Shared Revenues on a basis prior to the pledge of revenues from Excise Taxes or State Shared Revenues under the Purchase Agreement, and (ii) may not encumber revenues from Excise Taxes or State Shared Revenues on a basis equal to the pledge under the Purchase Agreement ("Parity Lien Obligations") unless certain requirements of the Purchase Agreement are satisfied. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS – Parity Lien Obligations; No Prior Lien Obligations."

THE OBLIGATIONS AND THE OBLIGATION OF THE CITY TO MAKE THE PAYMENTS EACH CONSTITUTE A LIMITED OBLIGATION OF THE CITY, AND NEITHER CONSTITUTES A GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OR LAWS OF THE STATE. THE CITY'S OBLIGATION TO MAKE THE PAYMENTS IS NOT SUBJECT TO ANNUAL APPROPRIATION OR BUDGETING BY THE CITY NOR IS SUCH OBLIGATION SUBJECT TO ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON EXPENDITURES.

Unless and until discontinued, the Obligations will be held in book-entry form by The Depository Trust Company, New York, New York ("DTC"), a registered securities depository, and beneficial interests therein may only be purchased and sold, and payments of principal and interest on the Obligations will be made only to beneficial owners (the "Beneficial Owners"), through participants in the DTC system. Beneficial interests in the Obligations will be available to purchasers in amounts of $5,000 of principal due on a specific payment date and any integral multiple thereof. So long as Cede & Co. is the registered Owner of the Obligations, as nominee for DTC, references in this Official Statement to "Owner" or registered Owners of the Obligations (other than with respect to the Obligations under the heading "TAX MATTERS") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Obligations. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM" herein.

Brief descriptions of the security for the Obligations and of matters related to the City are included in this Official Statement together with a summary of select provisions of the Trust Agreement and the Purchase Agreement. Such descriptions do not purport to be comprehensive or definitive. All references to the Trust Agreement and the Purchase Agreement are qualified in their entirety by reference to such documents, and references herein to the Obligations are qualified in their entirety by reference to the form thereof included in the Trust Agreement, copies of all of which are available for inspection at the designated corporate trust office of the Trustee.

See APPENDIX D - "SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT AND THE PURCHASE AGREEMENT" in addition to the information hereinbelow for descriptions of the terms of the Trust Agreement and the Purchase Agreement, as well as definitions of capitalized terms used but not defined herein. See APPENDIX A – "CITY OF SAN LUIS, ARIZONA – DEMOGRAPHIC AND ECONOMIC INFORMATION," APPENDIX B – "CITY OF SAN LUIS, ARIZONA - FINANCIAL DATA" and APPENDIX C – "CITY OF SAN LUIS, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2020" for information about the City.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes or uncodified, or of the Arizona Constitution, are references to those provisions in their current form. Those provisions may be amended, repealed or supplemented.

THE OBLIGATIONS

General Provisions

The Obligations will be dated the date of their initial execution and delivery, and will bear interest payable semiannually on July 1 and January 1 of each year (each an "Interest Payment Date"), commencing on July 1, 2021*, until their maturity or redemption dates, at the rates set forth on the inside front cover page of this Official Statement. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

As described in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM," the Obligations, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of DTC. So long as DTC, or its nominee Cede & Co., is the registered owner of all the Obligations, all payments on the Obligations and notices regarding the Obligations will be made directly to DTC.

Subject to the provisions summarized in APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM," the principal of each Obligation will be payable at the designated office of the Trustee. Interest represented by the Obligations will be paid on each Interest Payment Date by check drawn on the Trustee mailed on or before the Interest Payment Date to the registered owners as shown on the records of the Trustee as of the fifteenth day of the month immediately preceding such Interest Payment Date or, if such date is not a business day, on the next succeeding business day (the "Regular Record Date") or the Trustee may agree with a registered Owner of $1,000,000 or more in aggregate principal amount of the Obligations for another form of payment.

If the Trustee fails to make payments or provision for payment of interest on the Obligations when due on any Interest Payment Date, that interest shall cease to be payable to the registered Owner of such Obligations as of the applicable regular record date, and when moneys become available for payment of that interest, the Trustee shall establish a special record date for the payment of that interest, which shall be at least ten days prior to the proposed interest payment date, and notice of such special record date shall be mailed to each registered Owner at least ten days prior to the special record date.

Each Obligation will accrue interest from the Interest Payment Date next preceding the date of its execution, unless: (i) executed on an Interest Payment Date or after a Regular Record Date but before the following Interest Payment Date, in which case interest accrues from such Interest Payment Date, (ii) executed on the date of initial delivery or prior to July 1, 2021*, in which case interest accrues from its dated date, or (iii) payment of interest is in default, in which case interest is payable from the last date to which interest has been paid or, if none, its dated date.

Prepayment Provisions

Optional Prepayment. The Obligations payable before or on July 1, 20__, will not be subject to prepayment prior to their stated payment dates. The Obligations payable on or after July 1, 20__, may be prepaid prior to their stated payment dates, in whole or in part on any date, in any order of stated payment date and by lot within any stated payment date, by the City, on or after July 1, 20__, at a prepayment price equal to the principal amount thereof plus accrued interest on such Obligation to the date fixed for prepayment, but without premium.

Manner of Selection for Prepayment. The Obligations will be prepaid only in amounts of $5,000 payable on a specific prepayment date or integral multiples thereof. The City will, at least 45 days prior to the prepayment date, notify the Trustee of such prepayment date and of the stated payment dates of the Obligations and the principal amount of the Obligations of any such stated payment date to be prepaid on such date. For the purposes of any prepayment of less than all of the Obligations due on a single stated payment date, the particular Obligations or portions of the Obligations to be prepaid will be selected through the procedures of DTC. For purposes of any prepayment of less than all of the Obligations payable on a single prepayment date, the particular Obligations or portions of the Obligations to be prepaid on a single prepayment date will be selected on a *pro rata* basis by the Trustee by lot not more than 45 days nor less

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* *Subject to change.*

Then 30 days prior to the prepayment date. While the City intends that allocations be made in accordance with the foregoing proportional provisions, the selection of the Obligations for prepayment will be subject to practices and procedures of DTC as in effect from time to time.

Notice of Prepayment. Prepayment notices will be sent only to DTC by electronic media, not more than 60 nor less than 30 days prior to the date set for prepayment. See APPENDIX G – "BOOK-ENTRY-ONLY SYSTEM." Such notice will state that if, on the specified prepayment date, moneys for prepayment of all the Obligations to be prepaid together with interest to the date of prepayment, is held by the Trustee, then, from and after said date of prepayment, interest with respect to the Obligations will cease to accrue and become payable and that if such moneys are not so held, the prepayment will not occur.

PLAN OF FINANCE

The proceeds of the Obligations, net of amounts used to pay costs related to the execution and delivery of the Obligations, will be used (i) to acquire the Project in the form of the evidence of payment executed and delivered by PSPRS as a result of the City paying all or a portion of the City's unfunded accrued (pension) liabilities with respect to PSPRS and (ii) to make a deposit to the Additional Projects Fund.

The plans in PSPRS (including the City's) have experienced increases in their unfunded liability. The payment of a portion of the City's unfunded accrued liability with a portion of the proceeds of the sale of the Obligations is a step to reach a funding ratio of its current unfunded liability of 100%. See APPENDIX B – "CITY OF SAN LUIS, ARIZONA – FINANCIAL DATA – RETIREMENT SYSTEM" herein for more information regarding the City's retirement plans.

By attempting to reach a funding ratio of the City's current unfunded liability of 100%, the following are anticipated to be achieved for this portion of the City's PSPRS unfunded liability:

(i) level debt service to provide for future budgetary certainty for the City; and

(ii) present value savings.

The City will deposit a portion of the proceeds of the Obligations in the Additional Projects Fund created pursuant to the Trust Agreement. Such monies may be used to acquire the Additional Projects, which may be necessary as a result of increases in the City's unfunded PSPRS liabilities as a result of market risk and changes in actuarial assumptions, including, but not limited to, the actuarial rate, cost of living allowance and mortality tables. **The monies on deposit in the Additional Projects Fund will not be pledged to the payment of the Obligations.** Although created pursuant to the Trust Agreement and held by the Trustee, the Additional Projects Fund is held solely for the benefit of the City, is under the control of the City, and is not part of the trust estate created pursuant to the Trust Agreement. Any amounts held in the Additional Projects Fund on the final Interest Payment Date will be transferred to the Payment Fund for payment of debt service on the Obligations; provided, however, that if at such time the amount in the Additional Projects Fund exceeds the payment to be made to the Owners on the final Interest Payment Date, such excess shall be paid over to the City on the final Interest Payment Date.

SOURCES AND USES OF FUNDS

Sources of Funds	
Principal Amount	$9,165,000.00*
Net Original Issue Premium *(a)*	
Total Sources of Funds	
Uses of Funds	
Transfers described under "PLAN OF FINANCE"	
Payment of Costs of Issuance *(b)*	
Total Uses of Funds	

* *Subject to change.*

(a) *Net original issue premium consists of original issue premium on the Obligations, less original issue discount on the Obligations.*

(b) *Includes compensation and costs of the Underwriter (as defined herein).*

SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS

General

The Obligations will be special, limited revenue obligations, taking the form of undivided proportionate interests in the Payments. The obligation of the City to make the Payments will be limited to payment from revenues from Excise Taxes and State Shared Revenues and will in no circumstance constitute a general obligation or a pledge of the full faith and credit of the City or the State or any political subdivisions thereof, or require the levy of, or be payable from the proceeds of any *ad valorem* property taxes.

Revenues from Excise Taxes and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under the Purchase Agreement will constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City. The City may also make the Payments from its other funds as permitted by law and as the City determines from time to time, provided, however, that the Trustee will thereafter have no claim to such other funds.

Under the terms of the Trust Agreement, an irrevocable trust will be administered by the Trustee for the equal and proportionate benefit of the Owners of the Obligations, which trust includes: (1) all right, title and interest of the Trustee, as seller, in the Purchase Agreement and the right to (a) make claim for, collect or receive all amounts payable or receivable thereunder, (b) bring actions and proceedings thereunder or for the enforcement of such rights, and (c) do any and all other things which the Trustee is entitled to do thereunder; (2) amounts on deposit from time to time in the funds created pursuant to the Trust Agreement, except, notwithstanding any provision in the Trust Agreement to the contrary, in the Additional Projects Fund; and (3) any and all other property of any kind hereafter conveyed as additional security for the Obligations.

Pledge

Revenues from Excise Taxes and State Shared Revenues will be pledged on a first lien basis to the payment of the Payments. All of the Payments will be coequal as to the pledge of and lien on revenues from Excise Taxes and State Shared Revenues and share ratably, without preference, priority or distinction, as to the source or method of payment from revenues from Excise Taxes and State Shared Revenues or security therefor. If at any time the moneys held for payment are not sufficient to make the deposits and transfers required, any such deficiency will be made up from the first moneys thereafter received and available for such transfers under the terms of the Purchase Agreement and, with respect to payment from revenues from Excise Taxes and State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the 2014 Purchase Agreement, the 2017 Purchase Agreement and any Parity Lien Obligations. The Purchase Agreement will not terminate so long as any of the Payments are due and owing pursuant to the terms of the Obligations.

Payment of the Obligations will not be secured by the Projects, and the Owners of the Obligations have no claim or lien on the Projects or any part thereof.

THE PAYMENTS WILL NOT CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE CITY AND THE CITY WILL NOT BE LIABLE TO MAKE THE PAYMENTS FROM AD VALOREM PROPERTY TAXES. PURSUANT TO THE TRUST AGREEMENT, THE OBLIGATIONS WILL BE SPECIAL, LIMITED REVENUE OBLIGATIONS, PAYABLE SOLELY FROM THE PAYMENTS MADE PURSUANT TO THE PURCHASE AGREEMENT. THE OBLIGATIONS WILL NOT BE GENERAL OBLIGATIONS OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND WILL NOT REPRESENT OR CONSTITUTE A DEBT OR A DIRECT OR INDIRECT PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF.

Coverage Requirements

To the extent permitted by applicable law, revenues from Excise Taxes and State Shared Revenues will be retained and maintained so that the amounts received from revenues from Excise Taxes and State Shared Revenues within and for the most recently completed fiscal year of the City, will be equal to at least two (2) times the total of interest and principal requirements for the current fiscal year of the City for the 2014 Purchase Agreement, the 2017 Purchase Agreement, the Purchase Agreement and any Parity Lien Obligations. If revenues from Excise Taxes and State Shared Revenues for any such fiscal year shall not have been equal to at least one and one-quarter (1.25) times the total of interest and principal requirements for the current fiscal year of the City for the 2014 Purchase Agreement, the 2017 Purchase Agreement, the Purchase Agreement and any Parity Lien Obligations or if at any time it appears that revenues from Excise Taxes and State Shared Revenues will not be sufficient to meet such requirements, the City will, to the extent permitted by applicable law, impose new exactions of the type of Excise Taxes which will be part of Excise Taxes or increase the rates for the Excise Taxes currently imposed by the City fully sufficient at all times, after making allowances for contingencies and errors, in each fiscal year of the City in order that (i) revenues from Excise Taxes and State Shared Revenues will be sufficient to meet all such requirements and (ii) revenues from Excise Taxes and State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph.

Parity Lien Obligations; No Prior Lien Obligations

So long as any amounts due under the Purchase Agreement remain unpaid or unprovided for, the City shall not further encumber revenues from Excise Taxes and State Shared Revenues on a basis equal to the pledge under the Purchase Agreement unless revenues from Excise Taxes plus State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed fiscal year of the City, shall have amounted to at least two (2) times the highest combined interest and principal requirements for any succeeding fiscal year of the City for the 2014 Purchase Agreement, the 2017 Purchase Agreement, the Purchase Agreement and the other of the Parity Lien Obligations secured or so proposed to be secured by such pledge of revenues from Excise Taxes and State Shared Revenues on a parity of lien therewith.

The City will not encumber revenues from Excise Taxes and State Shared Revenues on a basis prior or paramount to the lien and pledge provided for under the Purchase Agreement.

Coronavirus Disease 2019

The outbreak and spread of the novel strain of coronavirus and spread of Coronavirus Disease 2019 ("COVID-19"), which has been designated a global pandemic by the World Health Organization, is negatively affecting local, state and global economies. While economic activity is adversely impacted as governments, businesses and citizens react to, plan for, and try to prevent or slow further transmission of the virus, this adverse economic impact is somewhat mitigated by federal stimulus packages and state and local laws and programs to support business activity. Financial markets, including the stock markets in the United States and globally, have seen significant volatility and declines attributed to COVID-19 concerns. On March 11, 2020, as part of the State's response to address the outbreak, Arizona Governor, Doug Ducey (the "Governor"), declared a state of emergency. On March 13, 2020, President Donald Trump declared a national emergency, freeing up funding for federal assistance to state and local governments. An initial State of Arizona stay home Executive Order expired after six weeks on May 15, 2020. The Governor has since issued several executive orders in response to then-current virus conditions. These orders cover topics including physical distancing, virus testing and reporting, contact tracing, face coverings, closing and reopening of business operation, large gatherings and the start of the 2020/21 school year.

On August 6, 2020 for schools, and on August 10, for paused businesses, the Arizona Department of Health Services released benchmarks for achieving phased, safe in-person reopenings. The benchmarks, with minimal, moderate and substantial condition categories, address, by county for a two-week period, weekly average cases per 100,000 population; diagnostic test percent positivity; and COVID-19-like-illness as a percent of hospital visits. Since that time, as a result of additional Executive Orders, several legal challenges from impacted businesses and benchmark progress, most businesses in Arizona have been operating with COVID-19 cleaning, distancing, masking and occupancy limitation protocols. Most recently, on March 5, 2021, the Governor issued Executive Order 2021-05 allowing specific business occupancy percentage limitations to expire while leaving physical distancing and mask protocols in place. Additionally, Executive Order 2021-05 allows for Spring Training and Major League Sports to operate with approval of safety precautions and physical distancing.

With respect to public schools, on March 3, 2021, the Governor issued Executive Order 2021-04 stating that all district and charter schools shall return to in-person, teacher-lead instruction no later than the Monday following a scheduled spring break, or March 15 if there is no scheduled spring break. Based on the district's transmission benchmarks, based on those identified in the Center for Disease Control guidance *Operational Strategy for K-12 Schools Through Phased Mitigation*, virtual instruction and reduced attendance may be offered.

Vaccine distribution is underway in the State. Executive Order 2020-58 requires all insurers regulated by the State to waive all cost sharing requirements for consumers.

Excise Taxes collections and other collections dependent on tourism or local business activity may be materially adversely affected by the continued spread of COVID-19 due to slower business activity. The City, however, cannot predict the extent of the impact COVID-19 will have on Excise Taxes collections, which could have a negative impact on City revenues and ability to pay operating expenses and debt service on the Obligations.

The State's finances are likely to be adversely affected by the continued spread of COVID-19, the various governmental actions taken in response thereto and changes in the behavior of businesses and people, which all could affect the amount of State Shared Revenues distributed to counties and municipalities, including the City.

Revenues from Excise Taxes and State Shared Revenues are major sources of revenue of the City's general fund and the security and source of payment of the Obligations. The City, however, cannot predict how the spread of COVID-19, the Order, or the various governmental or private actions taken in response thereto will affect its finances or operations, including the receipt of these funds.

ESTIMATED DEBT SERVICE REQUIREMENTS AND PROJECTED DEBT SERVICE COVERAGE

The following table sets forth (i) the annual debt service requirements on the 2014 Obligations and the 2017 Obligations, (ii) the estimated annual debt service requirements on the Obligations, and (iii) the projected debt service coverage based on revenues from Excise Taxes and State Shared Revenues for fiscal year 2019/20.

TABLE 1

Schedule of Estimated Annual Debt Service Requirements and Projected Coverage* *(a)*
City of San Luis, Arizona

Fiscal Year	Revenues from Excise Taxes and State Shared Revenues *(b)*	Pledged Excise Tax Revenue Debt Service Outstanding	The Obligations* Principal	The Obligations* Interest *(c)*	The Obligations* Total	Total Estimated Annual Debt Service Requirements	Estimated Maximum Annual Debt Service Coverage *(d)*
2019/20	$ 21,665,519						
2020/21		$ 3,592,025	$ 40,000	$ 28,532*(e)*	$ 68,532	$ 3,660,557	
2021/22		3,587,925	290,000	205,283	495,283	4,083,208	
2022/23		3,588,788	420,000	203,476	623,476	4,212,264	
2023/24		3,584,163	530,000	200,229	730,229	4,314,392	
2024/25		3,593,838	535,000	194,770	729,770	4,323,608	5.01 x
2025/26		3,588,138	545,000	188,029	733,029	4,321,167	
2026/27		3,582,738	550,000	180,072	730,072	4,312,810	
2027/28		3,226,956	560,000	170,585	730,585	3,957,541	
2028/29		3,228,069	575,000	159,525	734,525	3,962,594	
2029/30		3,233,750	585,000	146,932	731,932	3,965,682	
2030/31		2,793,500	600,000	132,664	732,664	3,526,164	
2031/32		2,174,000	615,000	118,030	733,030	2,907,030	
2032/33		2,176,750	630,000	101,493	731,493	2,908,243	
2033/34		2,180,500	645,000	84,552	729,552	2,910,052	
2034/35		2,170,000	665,000	64,428	729,428	2,899,428	
2035/36		2,170,750	690,000	43,680	733,680	2,904,430	
2036/37		2,172,000	710,000	22,152	732,152	2,904,152	
2038/39		2,173,500	-	-	-	2,173,500	
		$ 52,817,390	$ 9,185,000	$ 2,244,432	$ 11,429,432	$ 64,246,822	

* *Subject to change.*

(a) *Prepared by Stifel, Nicolaus & Company, Incorporated (the "Underwriter").*

(b) *The amount of revenues from Excise Taxes and State Shared Revenues used to calculate the coverage requirements are the audited amount for fiscal year 2019/20. See TABLE 5 – "Historical and Projected Excise Taxes and State Shared Revenues Collections."*

(c) *Interest is estimated.*

(d) *Debt service coverage is based on revenues available for debt service (see footnote (b)) compared to the highest combined total of the debt service requirements in any succeeding fiscal year for the 2014 Obligations, the 2017 Obligations and the Obligations.*

(e) *The first interest payment on the Obligations will be due on July 1, 2021*. Thereafter, interest payments will be made semiannually on January 1 and July 1 until the final payment or prepayment of the Obligations.*

* *Subject to change.*

EXCISE TAXES AND STATE SHARED REVENUES

Revenues from Excise Taxes and State Shared Revenues will be pledged as security for the Payments due pursuant to the Purchase Agreement, which will be used to pay debt service on the Obligations. The major categories of such revenues are discussed more fully under this heading.

NO ASSURANCES CAN BE GIVEN THAT THE AMOUNT OF STATE SHARED SALES TAXES OR STATE SHARED INCOME TAXES DESCRIBED HEREINBELOW WILL NOT BE REDUCED OR ELIMINATED BY THE STATE LEGISLATURE IN THE FUTURE.

Excise Taxes

City Transaction Privilege (Sales) Tax. The City collects a transaction privilege (sales) tax on a variety of categories of business activity. The City's transaction privilege (sales) tax is levied by the City upon persons on account of their business activities within the City. The amount of taxes due is calculated by applying the tax rate against the gross proceeds of sales or gross income derived from the business activities shown in TABLE 2.

TABLE 2

Transaction Privilege (Sales), License and Use Tax Rates by Category
City of San Luis, Arizona

Category	City Privilege Tax Rate
Amusement	4.0%
Advertising	4.0
Contracting – Prime	4.0
Contracting – Speculative Builders	4.0
Contracting – Owner Builder	4.0
Job Printing	4.0
Manufactured Buildings	4.0
Timbering and Other Extraction	4.0
Severance – Metal Mining	0.1
Publication	4.0
Hotels	4.0
Residential Rental, Leasing & Licensing for Use	4.0
Commercial Rental, Leasing & Licensing for Use	4.0
Rental, Leasing & Licensing for Use of Tangible Personal Property	4.0
Restaurant and Bars	4.0
Retail Sales	4.0
Retail Sales (Single Item Portion over $2,500)	1.5
Retail Sales Food for Home Consumption	4.0
Maintenance, Repair, Replacement or Alteration Amount	4.0
Communications	4.0
Transporting	4.0
Utilities	4.0
Use Tax Purchases	4.0
Use Tax Purchases (Single Item Portion over $2,500)	1.5
Use Tax From Inventory	4.0

Source: Arizona Department of Revenue.

The following table shows audited collections of the City's unrestricted transaction privilege (sales) tax by industry classification for fiscal years 2015/16 through and including 2019/20 and budgeted collections for fiscal year 2020/21.

The City's retail sales are impacted by Mexican citizens residing in or near the City's sister city, San Luis, Sonora, Mexico. The buying power of such shoppers is tied to the relative value of the Mexican peso vis-à-vis the U.S. dollar. In the past, devaluations of the peso have reduced these shoppers' buying power and have impacted the City's transaction privilege (sales) tax collections.

TABLE 3

Transaction Privilege (Sales) Tax Collections by Industry Classification *(a)*
City of San Luis, Arizona

	Audited					Budgeted
Industry Classification	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21 *(b)*
Retail Sales	$ 3,731,819	$ 4,693,648	$ 5,307,579	$ 5,100,707	$ 6,023,773	$ 5,085,484
Contracting	1,573,668	888,499	1,188,901	2,039,455	2,056,745	1,736,377
Rentals	407,570	333,635	360,153	456,557	398,642	336,548
Communications/Utilities	1,174,550	947,825	123,547	92,458	992,652	838,032
Restaurant/Bar	422,284	456,027	611,999	604,790	652,531	550,890
Use	129,156	356,078	221,860	314,662	491,719	415,127
Other	69,312	18,855	1,175,444	1,112,100	44,469	37,542
Total *(c)*	$ 7,508,359	$ 7,694,566	$ 8,989,483	$ 9,720,729	$ 10,660,531	$ 9,000,000

(a) Due to the City's participation in the Arizona Department of Revenue ("ADOR") sales tax collection program and ADOR's reporting of collections on a cash basis, the totals represented here may differ from the amounts shown for City Sales Tax Collections in TABLE 5.

(b) Budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

Source: Finance Department of the City.

Licenses and Permits; Fines and Forfeitures. The City imposes and collects a business license tax on the right to engage in business within the City and the right to utilize certain City property, an occupational license tax on certain occupations and various permit fees for engaging in certain activities within the City, for the right to utilize certain City property and for parks and recreation. The City also imposes and collects fines and forfeitures for violation of State laws and City ordinances relating to, among other things, traffic and parking offenses.

State Shared Revenues

State Shared Sales Taxes. Pursuant to statutory formula, cities and towns in Arizona receive a portion of revenues from the State-levied transaction privilege (sales) tax. As TABLE 4 indicates, the rate of taxation on such tax varies among the different types of business activities taxed, with the most common rate being 5.0% of the amount or volume of business transacted.

Currently, the aggregate amount distributed to all Arizona cities and towns is equal to 25% of the "distribution share" of revenues attributable to each category of taxable activity. Each city's or town's allocation of the revenues available to all cities and towns is based on its population relative to the aggregate population of all cities and towns as shown by the latest census. State-levied transaction privilege (sales) taxes are collected by the State and are distributed monthly to cities and towns.

TABLE 4

State Transaction Privilege (Sales), Taxable Activities, and Distribution Share Tax Rates
City of San Luis, Arizona

Taxable Activities	State Tax Rate	Distribution Base	Education Tax Rate *(a)*	Combined Tax Rate
Transporting	5.000%	20.00%	0.60%	5.600%
Utilities	5.000	20.00	0.60	5.600
Telecommunications	5.000	20.00	0.60	5.600
Pipeline	5.000	20.00	0.60	5.600
Private car line	5.000	20.00	0.60	5.600
Publication	5.000	20.00	0.60	5.600
Job printing	5.000	20.00	0.60	5.600
Prime contracting	5.000	20.00	0.60	5.600
Owner builder sales	5.000	20.00	0.60	5.600
Amusement	5.000	40.00	0.60	5.600
Restaurant	5.000	40.00	0.60	5.600
Personal property rental	5.000	40.00	0.60	5.600
Retail (excluding food sales)	5.000	40.00	0.60	5.600
Transient lodging	5.500	50.00	N/A	5.500
Mining – non-metal, oil/gas	3.125	32.00	N/A	3.125
Commercial lease	0.000	N/A	N/A	0.000
Severance – metalliferous mining	2.500	80.00	N/A	2.500
Use tax utilities	5.000	20.00	0.60	5.600
Jet fuel use tax	*(b)*	N/A	N/A	*(b)*

N/A = Not applicable.

(a) Represents the State transaction privilege (sales) tax rate approved by voters of the State in November 2000 (the "Education Tax") on certain of the categories of business activity at six-tenths of a percent (0.6%). The Education Tax collections are dedicated exclusively to education and are not distributed to the City or pledged to payment of the Payments.

(b) Does not include $0.0305 per gallon State tax on the retail sale of jet fuel, which tax is only levied on the first ten million gallons sold to each purchaser in each calendar year.

Source: Arizona Revised Statutes, Arizona Department of Revenue and the Arizona Secretary of State.

State Income Taxes. Under current State law, Arizona cities and towns are preempted from imposing a local income tax. Cities and towns are, however, entitled by statutory formula to receive typically 15.00% of the net proceeds of the State's personal and corporate income tax collections for the Fiscal Year which is two Fiscal Years prior to the current Fiscal Year. Distribution of such funds is made monthly based on the proportion of each city's or town's population to the total population of all incorporated cities and towns in the State as determined by the latest census. Reduced economic activity or reductions in the statutory formula share could adversely affect the City's revenues.

Legislation Regarding Withholding of State Shared Revenues. Section 41-194.01, Arizona Revised Statutes, permits the State to withhold from a county, city or town ("Local Jurisdiction") State revenues that would otherwise be shared with Local Jurisdictions.

Under such statute, at the request of one or more members of the State Legislature, the State Attorney General must investigate any ordinance, regulation, order or other official action ("Local Action") adopted or taken by the governing body of a Local Jurisdiction that the legislator alleges violates State law or the State Constitution. The Attorney General must make a written report within 30 days after receipt of the request. The Local Jurisdiction then has 30 days to resolve the violation. If the Attorney General determines that the violation has not been resolved within 30 days, the Attorney General must notify the State Treasurer and the State Treasurer must withhold payment to the Local

Jurisdiction of State-shared excise taxes otherwise due to the Local Jurisdiction pursuant to Section 42-5029(L), Arizona Revised Statutes and all State-shared income taxes otherwise due to the Local Jurisdiction pursuant to Section 43-206(F), Arizona Revised Statutes, until such time as the Attorney General determines that the violation has been resolved. However, the State Treasurer may not withhold any amount that the Local Jurisdiction certifies to the Attorney General and the State Treasurer as being necessary to make deposits or payments for debt service on bonds or other long-term obligations that were issued or incurred before the Local Action occurred.

The City is not aware of any Local Action by the City taken or currently under consideration that does or if taken would violate State law or the State Constitution. State Shared Revenues are pledged to payments due to the Purchase Agreement. The withholding of State Shared Revenues could have a material adverse effect on the payment of principal of and interest on the Obligations during any period of withholding.

From time to time, bills are introduced in, and legislation enacted by, the Arizona Legislature to change the formulas used to allocate State Shared Sales Taxes and State Shared Income Taxes, including proposed adjustments that would reduce the distribution to cities and towns. The possibility of changes in this respect are more likely to be adverse to the City when the State is experiencing financial difficulties. The City cannot determine whether any such measures will become law or how they might affect State Shared Sales Taxes and State Shared Income Taxes, which comprise State Shared Revenues. In addition, initiative measures are circulated from time to time seeking to place on the ballot changes in Arizona law, which would repeal or modify state sales taxes and state income taxes (a major source of funds for state revenue sharing). The City cannot predict if any such initiative measures will ever actually be submitted to the electors, what form the measures might take or the outcome of any such election.

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Excise Taxes and State Shared Revenues Collections

Set forth below are audited collections of revenues from Excise Taxes and State Shared Revenues for fiscal years 2015/16 through and including 2019/20 and budgeted collections for fiscal year 2020/21.

TABLE 5

Historical and Projected Excise Taxes and State Shared Revenues Collections *(a)*
City of San Luis, Arizona

	Audited *(a)*					Budgeted *(b)*
Source	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
City Sales Tax *(c)*	$ 7,508,359	$ 7,694,566	$ 8,989,483	$ 9,720,729	$ 10,660,531	$ 9,000,000
State-Shared Sales Taxes	2,659,098	2,889,973	3,090,501	3,272,469	3,470,421	3,409,700
State-Shared Income Taxes	3,360,240	3,856,245	3,981,836	3,929,206	4,330,742	4,864,200
Auto-in-lieu	1,104,206	1,259,413	1,335,198	1,407,377	1,466,398	1,490,800
Licenses and Permits	528,034	734,503	584,677	843,768	1,053,843	803,500
Franchises	435,822	401,364	435,767	437,765	415,758	440,700
Fines and Forfeitures	350,648	294,346	267,795	270,007	267,826	258,900
Total	$ 15,946,407	$ 17,130,410	$ 18,685,257	$ 19,881,321	$ 21,665,519	$ 20,267,800

(a) *The Obligations will be secured by a first lien on and pledge of revenues from Excise Taxes and State Shared Revenues. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."*

Due to the City's participation in the ADOR sales tax collection program and ADOR's reporting of collections on a cash basis, the totals represented here may differ from the amounts shown for Transaction Privilege (Sales) Tax Collections in TABLE 3.

(b) *Budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.*

(c) *The City's retail sales are impacted by Mexican citizens residing in or near the City's sister city, San Luis, Sonora, Mexico. The buying power of such shoppers is tied to the relative value of the Mexican peso vis-à-vis the U.S. dollar. In the past, devaluations of the peso have reduced these shoppers' buying power and have impacted the City's transaction privilege (sales) tax collections.*

LITIGATION

To the knowledge of the City, no litigation or administrative action or proceeding is pending, restraining or enjoining, or seeking to restrain or enjoin, the execution and delivery of the Obligations or the pledge of revenues from Excise Taxes and State Shared Revenues to the payment of the Payments, contesting or questioning the proceedings and authority under which the Obligations have been authorized and are to be sold, executed or delivered, or the validity of the Obligations. An authorized City representative will deliver a certificate to the same effect at the time of the original delivery of the Obligations.

TAX MATTERS

General

THE PORTION OF EACH PAYMENT MADE BY THE CITY PURSUANT TO THE PURCHASE AGREEMENT AND DENOMINATED AS AND COMPRISING INTEREST PURSUANT TO THE PURCHASE AGREEMENT AND RECEIVED BY THE OWNERS OF THE OBLIGATIONS IS *NOT* EXCLUDABLE FROM GROSS INCOME FOR FEDERAL OR STATE INCOME TAX PURPOSES. In general, prospective purchasers of the Obligations should consult their tax advisors regarding the federal, state, local, and foreign tax consequences of acquisition, ownership, and disposition of Obligations. For example, the legal defeasance of the Obligations may result in a deemed sale or exchange of the Obligations under certain circumstances, with concomitant tax consequences.

The following summary is not a complete analysis or description of all potential U.S. federal tax considerations that may be relevant to, or of the actual tax effect that any of the matters described herein will have on, a particular owner of Obligations, and is generally limited to U.S. Owners except as set forth below. This summary is based upon the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Regulations promulgated or proposed thereunder, and administrative and judicial interpretations thereof, all as of the date hereof and all of which are subject to change or differing interpretations, possibly on a retroactive basis. There can be no assurances that the IRS will agree with such statements and conclusions As used in this summary, "U.S. Owners" are beneficial Owners of the Obligations that for U.S. federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state or the District of Columbia, and certain estates or trusts with specific connections to the United States. As used in this summary, the term "Non-U.S. Owner" means a beneficial Owner of Obligations that is not a U.S. Owner.

In particular, this summary does not address (a) special classes of taxpayers that are subject to special treatment under the U.S. federal income tax laws, such as S corporations, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, real estate investment trusts, grantor trusts, former citizens of the United States, broker-dealers, traders in securities, controlled foreign corporations, passive foreign investment companies, and tax-exempt organizations, (b) persons that own Obligations as a hedge against, or as obligations that are hedged against, currency risk, or that are part of a hedge, straddle, conversion, or other integrated transaction, or (d) persons whose functional currency is not the U.S. dollar. Unless specifically addressed herein, this summary does not address U.S. federal estate and gift tax consequences, U.S. federal alternative minimum tax consequences, or consequences under the tax laws of any state, local, or non-U.S. jurisdiction. In addition, this summary also does not address the tax consequences to an Owner of Obligations held through a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes. **Partnerships holding Obligations, and partners in such partnerships, should consult their tax advisors regarding the tax consequences of an investment in the Obligations, including their status as U.S. Owners.**

Further, this discussion is limited to persons purchasing the Obligations for cash in this original offering at their "issue prices" (as described below) and who hold such Obligations as capital assets within the meaning of Code Section 1221. Owners that purchase the Obligations at prices other than their respective issue prices or after their original execution and delivery should consult their tax advisors regarding other tax considerations, such as market discount, as to all of which Special Counsel expresses no opinion.

Certain U.S. Federal Income Tax Consequences to U.S. Owners

Interest. In general, interest paid or accrued on the Obligations will be taxable to a U.S. Owner as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder's method of accounting for federal income tax purposes.

Under recently-enacted legislation known as the Tax Cuts and Jobs Act, U.S. Owners that use an accrual method of accounting for U.S. federal income tax purposes generally are required to include certain amounts in income no later than the time such amounts are reflected on certain financial statements. This rule generally is effective for tax years beginning after December 31, 2017 (or, for debt securities issued with original issue discount, for tax years beginning after December 31, 2018). Accrual method U.S. Owners should consult their tax advisors regarding the potential applicability of this rule to their particular situation.

Disposition of the Obligations. Upon the sale, exchange, retirement, or other taxable disposition of an Obligation, a U.S. Owner, in general, will recognize gain or loss equal to the difference between (a) the amount realized from the sale, exchange, retirement, or other disposition (except to the extent that the amount realized is attributable to accrued and unpaid stated interest, which will be treated as a payment of interest and taxed in the manner described above under "*Interest*" to the extent not previously included in income), and (b) the Owner's adjusted tax basis, or applicable portion of the adjusted tax basis, in the Obligation. The Owner's adjusted tax basis generally will equal the Owner's cost of the Obligation, reduced by any principal payments (and any other payments on the Obligations not treated as qualified stated interest). Any such gain or loss generally will be long-term capital gain or loss, provided that the Obligations have been held for more than one year at the time of disposition. Net long-term capital gain recognized by individual or other non-corporate U.S. Owners generally will be subject to tax at a lower rate than that for net short-term capital gain or ordinary income. The deductibility of capital losses is subject to limitations.

Additional Tax on Net Investment Income. A 3.8% tax is imposed on the "net investment income" of certain U.S. citizens and residents, and on the undistributed "net investment income" of certain estates and trusts. Among other items, "net investment income" generally includes gross income from interest and certain net gain from the sale, exchange, prepayment, or other taxable disposition of a debt instrument that produces interest, minus certain deductions. **A U.S. Owner that is an individual, estate, or trust should consult its tax advisor regarding the applicability of this additional tax.**

Information Reporting and Backup Withholding. The Trustee must report annually to the IRS and to each U.S. Owner any interest paid on, and the proceeds from the sale or other taxable disposition of, the Obligations and the amount of tax withheld, for each calendar year, except as to certain exempt recipients. In addition, a non-corporate U.S. Owner of the Obligations may be subject to backup withholding (currently at a rate of 24%) with respect to "reportable payments," which include interest paid on the Obligations and the gross proceeds of a sale, exchange, prepayment, or retirement of the Obligations, unless the Owner provides an accurate taxpayer identification number and certifies on an IRS Form W-9, under penalties of perjury, that the Owner is not subject to backup withholding and otherwise complies with applicable requirements of the backup rules or otherwise establishes an exemption.

Certain U.S. Federal Income Tax Consequences to Non-U.S. Owners

Interest. Subject to the discussion below under "*Application of Foreign Account Tax Compliance Act*", interest on any Obligation owned by a Non-U.S. Owner is generally not subject to U.S. federal income or withholding tax, provided that:

- the Non-U.S. Owner does not own, actually or constructively, 10% or more of the total combined voting power of all classes of voting stock of the Issuer, and is not a controlled foreign corporation related to the Issuer, directly or indirectly, through stock ownership;

- the Non-U.S. Owner is not a bank receiving such interest in the manner described in Code Section 881(c)(3)(A); and

- the Non-U.S. Owner certifies on IRS Form W-8BEN or W-8BEN-E, under penalties of perjury, that it is not a United States person. Special certification rules apply to Obligations that are held through foreign intermediaries.

If, however, a Non-U.S. Owner is engaged in a trade or business in the United States, and if interest on the Obligations is effectively connected with the conduct of such trade or business (and, if an income tax treaty applies, the interest is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Holder in the United States), such interest will be subject to U.S. federal income tax in a manner similar to that for Obligations owned by a U.S. Owner, as described above, and, in the case of a Non-U.S. Owner that is a foreign corporation, may also be subject to an additional branch profits tax (currently imposed at a rate of 30%, or a lower applicable treaty rate) on its effectively connected earnings and profits, subject to adjustments. **Non-U.S. Owners should consult their tax advisors regarding the tax consequences of owning the Obligations.**

Disposition of the Obligations. Subject to the discussion below under "*Application of Foreign Account Tax Compliance Act*", a Non-U.S. Owner generally will not be subject to U.S. federal income or withholding tax on any

amount of gain recognized by the Non-U.S. Owner upon the sale, exchange, retirement, or other taxable disposition of an Obligation unless:

- the gain is effectively connected with the conduct of a trade or business in the United States by the Non-U.S. Owner (and, if an income tax treaty applies, is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Owner in the United States); or

- in the case of an individual, the Non-U.S. Owner is present in the United States for 183 days or more in the taxable year in which the sale, exchange, retirement, or other taxable disposition takes place and certain other conditions are met.

Application of Foreign Account Tax Compliance Act. The Foreign Account Tax Compliance Act ("*FATCA*") generally imposes a 30% withholding tax on interest payments and proceeds from the sale of interest-bearing obligations for payments made after the relevant effective date to (i) certain foreign financial institutions that fail to certify their FATCA information and (ii) investment funds and non-financial foreign entities if certain disclosure requirements are not satisfied related to direct and indirect United States shareholders and/or United States accountholders.

Under applicable Treasury Regulations, a 30% FATCA withholding tax generally will be imposed, subject to certain exceptions, on payments of (i) interest on Obligations and (ii) gross proceeds from the sale or other disposition of Obligations on or after January 1, 2020, where such payments are made to persons described in the immediately preceding paragraph.

With respect to payments made to a "foreign financial institution" (generally including an investment fund) either as a beneficial owner or as an intermediary, the FATCA withholding tax generally will be imposed, subject to certain exceptions, unless such institution (i) enters into (or is otherwise subject to) and complies with an agreement with the U.S. government (a "*FATCA Agreement*") or (ii) is required by and complies with applicable foreign law enacted in connection with an intergovernmental agreement between the United States and a foreign jurisdiction (an "*IGA*"), in either case to, among other things, collect and provide to the United States or other relevant tax authorities certain information regarding U.S. account holders of such institution. With respect to payment made to a foreign entity that is not a financial institution (as a beneficial owner), the FATCA withholding tax generally will be imposed, subject to certain exceptions, unless such entity provides to the withholding agent a certification that such entity does not have any "substantial" U.S. owner (generally, any specified U.S. person that owns, directly or indirectly, more than a specified percentage of such entity) or identifies its "substantial" U.S. owners.

If the Obligations are held through a foreign financial institution that enters into (or is otherwise subject to) a FATCA Agreement, subject to certain exceptions, such foreign financial institution (or, in certain cases, a person paying amounts to such foreign institution) generally will be required to withhold the 30% FATCA tax on the payment of dividends or the items described above made to (i) a person (including an individual) that fails to comply with certain information requests, or (ii) a foreign financial institution that has not entered into (and is not otherwise subject to) a FATCA Agreement, and that is not required to comply with FATCA pursuant to applicable foreign law enacted in connection with an IGA. Coordinating rules may limit duplicative withholding where the withholding described above under "*Interest or Information Reporting and Backup Withholding*" also applies.

If any amount of, or in respect of, U.S. withholding tax were to be deducted or withheld from payments made on Obligations because of a failure by the investor (or an entity or intermediary through which an investor holds the Obligations) to comply with FATCA, none of the Issuer, any paying agent, or any person would, pursuant to the terms of the Obligations, be required to pay additional amounts with respect to any Obligations because of the deduction or withholding of such tax. **Non-U.S. Owners should consult their tax advisors regarding the application of FATCA to the ownership or disposition of Obligations.**

LEGAL MATTERS

Legal matters incident to the authorization, sale and execution and delivery of the Obligations will be passed upon by Special Counsel, whose services have been retained by the City. The signed legal opinion of Special Counsel, dated and premised on the law in effect as of the date of the Obligations, will be delivered to the Underwriter at the time of original delivery of the Obligations. The form of that opinion is included as APPENDIX F – "FORM OF APPROVING LEGAL OPINION" hereto. The legal opinion to be delivered may vary from the text of APPENDIX F – "FORM OF APPROVING LEGAL OPINION" if necessary to reflect the facts and law existing on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Special Counsel has reviewed or expressed any opinion concerning any matters relating to the Obligations subsequent to the original delivery of the Obligations.

Certain legal matters will be passed upon for the Underwriter by Squire Patton Boggs (US) LLP, counsel to the Underwriter.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the sales tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value or marketability of the Obligations. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Obligations) executed and delivered prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Obligations will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Obligations. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

BOND INSURANCE AND RELATED RISK FACTORS

The City intends to apply, or has applied, to bond insurance companies (each a "Bond Insurer") for a municipal bond insurance policy (the "Policy") for the Obligations to guarantee the scheduled payments of principal of and interest on the Obligations. A commitment to provide the Policy has not been issued, and representatives of the City have yet to determine whether, if such commitment is issued, the Policy will be purchased. If the Policy is purchased, the following are risk factors relating to bond insurance generally.

If the City ultimately determines to obtain the Policy for the Obligations, in the event of default of the payment of principal or interest with respect to any of the Obligations when all or some become due, any owner of the Obligations on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Obligations will remain payable solely from the sources described under "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS." In the event the Bond Insurer becomes obligated to make payments with respect to the Obligations, no assurance will be given that such event will not adversely affect the market price of the Obligations and the marketability (liquidity) of the Obligations.

The long-term rating on the Obligations will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer's financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Obligations insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Obligations and the marketability (liquidity) of the Obligations.

The Obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the City, the Underwriter, or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the City to pay principal of and interest on the Obligations and the claims paying ability of the Bond Insurer, particularly over the life of the investment.

RATINGS

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P") and Fitch Ratings, Inc. ("Fitch") have assigned ratings of "___" and "___," respectively to the Obligations. Such ratings reflect only the views of S&P and Fitch. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, CA 94111. An explanation of the significance of a rating assigned by Fitch may be obtained at One State Street Plaza, New York, New York 10004. Such ratings may be revised or withdrawn entirely at any time by S&P or Fitch if, in their respective judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price or marketability of the Obligations. The City has covenanted in its continuing disclosure undertaking that it will file notice of any formal change in any rating relating to the Obligations. See "CONTINUING DISCLOSURE" and APPENDIX E – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" herein.

UNDERWRITING

The Obligations will be purchased by the Underwriter at an aggregate purchase price of $_____, pursuant to an obligation purchase agreement (the "Purchase Contract") entered into by and between the City and the Underwriter. If the Obligations are sold to produce the yields shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Purchase Contract provides that the Underwriter will purchase all of the Obligations so offered if any are purchased. The Underwriter may offer and sell the Obligations to certain dealers (including dealers depositing the Obligations into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page may be changed, from time to time, by the Underwriter without amendment of the Official Statement.

RELATIONSHIP AMONG PARTIES

Special Counsel has previously represented the Underwriter and is currently representing the Underwriter with respect to other financings and has acted or is acting as special counsel with respect to other obligations underwritten by the Underwriter and may do so in the future. Special Counsel also serves and has served as special counsel for one or more of the political subdivisions that the City territorially overlaps. Counsel to the Underwriter has previously acted as special counsel with respect to other obligations underwritten by the Underwriter and may continue to do so in the future if requested.

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Obligations to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2022 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the City as such will be filed with the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access System ("EMMA"), each as described in APPENDIX E – "FORM OF CONTINUING DISCLOSURE AGREEMENT." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX E – "FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule"). A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Obligations in the secondary market. Absence of continuing disclosure could adversely affect the Obligations and specifically their market price and transferability.

The City previously entered into continuing disclosure undertakings with respect to the City's previously issued Obligations, which requires the annual filing of the City's audited financial statements and annual updates with respect to certain financial information and operating data related to the City (collectively, the "Prior Annual Reports"). For a Prior Annual Report with respect to fiscal year ended June 30, 2016, which was due to be filed by January 26, 2017, the Prior Annual Report was not associated with all nine-digit CUSIP numbers for the City's obligations until September 7, 2017. The Prior Annual Reports with respect to fiscal years ended June 30, 2017 and 2018, which were due to be filed by January 26, 2018 and 2019, respectively, were not filed until January 31, 2018 and March 5, 2019, respectively. The City has implemented procedures to facilitate compliance with such continuing disclosure undertaking, the continuing disclosure agreement related to the Obligations and future similar undertakings in all material respects.

FINANCIAL STATEMENTS

The financial statements of the City as of June 30, 2020, and for its fiscal year then ended, included as APPENDIX C – "CITY OF SAN LUIS, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2020" to this Official Statement, have been audited by Heinfeld, Meech & Co., P.C., as stated in its opinion included therein. The City neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official and other sources and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract with the original purchasers or subsequent owners of the Obligations.

CITY OF SAN LUIS, ARIZONA

By: _____
Mayor

APPENDIX A

CITY OF SAN LUIS, ARIZONA – DEMOGRAPHIC AND ECONOMIC INFORMATION

The following information regarding the City is provided for background information only. No representation is made as to the relevance of the data to the repayment of the Obligations. The Obligations are payable solely from Payments to be paid by the City under the Purchase Agreement which are secured by revenues from Excise Taxes and State Shared Revenues as described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."

General

The City is located in the Southwest corner of Arizona, within Yuma County, Arizona (the "County") in the United States. The City is the border city to San Luis, Sonora, Mexico. The City was established in 1930 as a U.S. Port of entry into Mexico and was incorporated in 1979. The City is approximately 20 miles south of the City of Yuma, Arizona (population of approximately 108,010), the county seat for the County. The following table illustrates population statistics for the City, the County and the State.

POPULATION STATISTICS

Year	City of San Luis	Yuma County	State of Arizona
2020 Estimate *(a)*	39,705	235,321	7,294,587
2019 Estimate *(b)*	37,990	225,212	7,076,199
2018 Estimate *(b)*	36,250	221,648	6,965,897
2017 Estimate *(b)*	35,289	217,730	6,835,518
2016 Estimate *(b)*	34,663	214,991	6,758,251
2015 Estimate *(b)*	34,001	212,012	6,667,241
2010 Census	25,505	195,751	6,392,017
2000 Census	15,322	160,026	5,130,632
1990 Census	4,212	106,895	3,665,339
1980 Census	1,946	76,205	2,716,546
1970 Census	189	60,827	1,775,399

(a) Provisional estimate released in December 2020.

(b) Estimate as of July of each respective year.

Source: Arizona Department of Commerce, Population Statistics Unit and the U.S. Census Bureau.

Municipal Government and Organization

Policy-making and legislative authority are vested in a governing council (Council) consisting of the Mayor and six Council Members, all elected on a non-partisan basis. The Mayor is elected at-large for a four-year term. Council members are elected for four-year terms, with three members elected every two years. The City Council is responsible

for passing ordinances, adopting the budget, appointing committee, commission and board members and appointing the positions of City Manager, City Attorney and Magistrate. The City Manager is responsible for carrying out the policies and ordinances of the City Council as well as overseeing the day-to-day operations of the City.

The City provides police and fire protection, ambulance services, solid waste services, and water and sewer services. City recreational activities are served by two community centers, one swimming pool and five parks.

Economy

See below for a list of the major employers in the City.

MAJOR EMPLOYERS
City of San Luis, Arizona

Employer	Industry	Approximate Number of Employees
Arizona State Prison	Detention	943
Gadsden Unified School District No. 32	Education	835
ACT Call Center	Customer Service	554
Factor Sales	Retail	415
City of San Luis	Government	285
Walmart	Retail	196
San Luis Detention Center	Detention	162

Source: Greater Yuma Economic Development Corporation, Comprehensive Annual Financial Report of the City for the Fiscal Year Ended June 30, 2020.

The table below illustrates the unemployment averages for the City, the County, the State and the United States. Due to the methodology used to calculate unemployment rates and large seasonal employment in the agriculture and tourism industries, the unemployment rates for the City and the County have been consistently high. Such rates do not accurately reflect the actual unemployment within the City and County.

UNEMPLOYMENT RATE AVERAGES *(a)*

Year	United States	State of Arizona	Yuma County	City of San Luis
2021 *(b)*	6.3%	N/A	N/A	N/A
2020	8.1	7.8%	17.2%	32.1%
2019	3.7	4.7	16.4	35.8
2018	3.9	4.7	16.7	37.1
2017	4.4	4.9	16.9	37.3
2016	4.9	5.4	18.8	41.9

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Sub-state area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data as of January 2021.

Source: Arizona Office of Economic Opportunity, in collaboration with the U.S. Census Bureau.

Tourism

Visitor attractions within a 30 minute drive of San Luis include the old Territorial Prison, Fort Yuma and the 16th century Fort Thomas Mission. Laguna, Imperial and Morelos Dams and the California sand dunes are also nearby. Fishing, water skiing and swimming at lakes along the Colorado River attract residents of the area and tourists alike. Located across the border is San Luis, Sonora, Mexico, reputed to be Mexico's fastest-growing city with a population of approximately 200,000. This area has curio shops, night clubs and various other attractions for tourists. The City is also the gateway to the beach tourist destinations in Mexico of El Golfo and Puerto Peñasco (also known as Rocky Point) on the northeast portion of the Sea of Cortes. The roads from the San Luis border crossing are more direct than the California crossing at Andrade for the California visitors.

APPENDIX B

CITY OF SAN LUIS, ARIZONA – FINANCIAL DATA

The following information regarding the City is provided for background information only. No representation is made as to the relevance of the data to the repayment of the Obligations. The Obligations are payable solely from Payments to be paid by the City under the Purchase Agreement which are secured by revenues from Excise Taxes and State Shared Revenues as described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS."

Current Year Statistics (For Fiscal Year 2020/21)
City of San Luis, Arizona

Excise Tax Revenue Obligations Outstanding and to be Outstanding	$ 46,655,000*(a)**
Water Revenue-Secured Obligations Outstanding	5,170,000

* *Subject to change.*

(a) Includes the Obligations.

STATEMENTS OF BONDED INDEBTEDNESS

Excise Tax Revenue Obligations Outstanding and to be Outstanding
City of San Luis, Arizona

Issue Series	Original Amount	Final Maturity Date (July 1)	Balance Outstanding
2014A	$ 28,795,000	2038	$ 25,470,000
2017A	2,825,000	2027	2,070,000
2017B	11,715,000	2031	9,365,000
Total Excise Tax Revenue and State Shared Revenue-Secured Obligations Outstanding			$ 36,905,000
Plus: The Obligations			9,750,000*
Total Excise Tax Revenue and State Shared Revenue Obligations Outstanding and to be Outstanding			$ 46,655,000*

* *Subject to change.*

Total Water Revenue-Secured Obligations Outstanding
City of San Luis, Arizona

Issue Series	Original Amount	Final Maturity Date (May 1)	Balance Outstanding
2013	$6,580,000	2033	$ 5,170,000
Total Water Revenue-Secured Obligations Outstanding			$5,170,000

GENERAL FUND

Below are the City general fund revenues, expenditures and changes in fund balance for audited fiscal years 2015/16 through and including 2019/20 and the budgeted fiscal year 2020/21. **THIS INFORMATION IS NOT INTENDED TO INDICATE FUTURE OR CONTINUING TRENDS OF THE FINANCIAL AFFAIRS OF THE CITY. The Obligations will be payable solely from the sources described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS." The information provided in the following table is for reference only.**

General Fund
City of San Luis, Arizona

	Audited					Budgeted
	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21 *(a)*
REVENUES						
City Sales Taxes	$ 7,884,709	$ 8,095,930	$ 9,414,511	$ 10,158,495	$ 11,076,289	$ 9,440,700
Licenses and permits	528,034	734,502	584,677	843,768	1,053,843	803,500
Intergovernmental	7,123,544	8,026,907	8,407,534	8,609,052	9,267,561	9,764,700
Fines and forfeitures	350,648	294,326	267,795	270,007	267,826	258,900
Charges for services	76,215	82,462	113,078	101,775	55,592	88,300
Rents	336,619	268,690	236,932	1,358,079	1,476,480	523,300
Investment earnings	17,572	41,721	132,999	178,783	158,959	174,700
Other	334,364	133,656	185,487	304,536	92,639	112,800
TOTAL REVENUES	$ 16,651,705	$ 17,678,194	$ 19,343,012	$ 21,824,495	$ 23,449,189	$ 21,166,900
EXPENDITURES						
Current:						
General government	$ 4,800,397	$ 4,924,564	$ 5,376,504	$ 5,248,380	$ 5,437,041	$ 6,350,422
Public safety	6,891,825	7,099,643	6,633,401	7,701,341	7,146,103	9,069,890
Health and welfare	210,378	213,543	209,748	258,917	230,695	258,420
Culture and recreation	2,099,843	2,507,249	2,328,232	2,511,205	2,378,816	2,743,530
Community development	659,136	695,294	739,355	824,189	948,236	1,210,070
Capital outlay	860,488	209,616	872,114	237,386	989,629	1,997,670
Debt Service:						
Principal retirement	87,685	87,390	92,137	141,265	91,908	78,100
Interest	10,021	7,484	4,840	2,854	971	1,900
TOTAL EXPENDITURES	$ 15,619,773	$ 15,744,783	$ 16,256,330	$ 16,925,538	$ 17,223,399	$ 21,710,002
Excess of revenues over (under) expenditures	$ 1,031,932	$ 1,933,411	$ 3,086,682	$ 4,898,956	$ 6,225,790	$ (543,102)
Other financing sources (uses):						
Transfers out	$ (1,745,121)	$ (1,399,182)	$ (1,421,435)	$ (1,528,170)	$ (1,449,680)	$ (2,187,330)
Capital lease agreements	-	-	297,873	12,302	42,303	-
Total Other financing sources (uses)	$ (1,745,121)	$ (1,399,182)	$ (1,123,562)	$ (1,515,868)	$ (1,407,377)	$ (2,187,330)
Fund balance at beginning of year	$ 10,155,437	$ 9,442,248	$ 9,976,477	$ 11,939,597	$ 15,322,684	$ 20,141,097
Fund balance at end of year	$ 9,442,248	$ 9,976,477	$ 11,939,597	$ 15,322,684	$ 20,141,097	$ 17,410,665

(a) Budgeted figures are "forward-looking" statements, subject to change upon audit and should be considered with an abundance of caution.

RETIREMENT SYSTEM

Pension and Retirement Plans

The City contributes to the retirement plans described below: the cost-sharing Arizona State Retirement System ("ASRS") and the multiple-employer Public Safety Personnel Retirement System ("PSPRS"). Benefits are established by State statute and, depending on the plan, provide retirement, death, long-term disability, survivor and health insurance premium benefits. Both the City and each covered employee contribute in the case of each.

Each of the plans has reported increases in its unfunded liabilities The increases in unfunded liabilities is expected to result in increased future annual contributions by the City and its employees; however the specific impact on the City's and its employees' future contributions cannot be determined at this time.

The Governmental Accounting Standards Board ("GASB") adopted Statement Number 68, Accounting and Financial Reporting for Pensions, which requires that cost-sharing employers report their "proportionate share" of a plan's net pension liability in their government-wide financial statements and that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. GASB's Statement No. 67, Financial Reporting for Pensions, is designed to improve financial reporting by state and local governmental pension plans.

Starting on page 82 in APPENDIX C – "CITY OF SAN LUIS, ARIZONA AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2020" is information about the plans based on GASB's Statements Nos. 67 and 68. Please refer to APPENDIX C for more specific information about the plans. In the case of any difference between what is here versus what is in APPENDIX C, the latter supersedes the former.

The Arizona State Retirement System. ASRS is a multiple-employer defined benefit pension plan, a multiple-employer defined benefit health insurance premium benefit plan, and a multiple-employer defined benefit long-term disability plan for approximately 600,000 Arizona public employees including qualified employees of the State, municipal governments, counties and K-12 education agencies. As of June 30, 2020, the unfunded liability for ASRS was $15.9 billion with a funding ratio of 72.8% and an assumed earning rate of 7.5%. As of June 30, 2020, the City reported a liability of $9,288,007 for its proportionate share of the net pension liability under ASRS. Pursuant to State statute, the contribution rate for the employer (the City) and active members of ASRS are equal. For fiscal year 2020/21, the actuarially determined contribution rate for the City and active members of ASRS is 12.41% (12.22% for retirement and health insurance and 0.19% for long-term disability).

The table below shows recent actuarially determined contribution rates that the active ASRS members and the City are/were required to contribute, the plan's funded status and the pension contributions under ASRS for the current and past four fiscal years.

Fiscal year ended	Retirement and Health Insurance Premiums	Long-term Disability	Total Contribution Rate	Funded Status	Pension Contributions
June 30, 2022	12.22%	0.19%	12.41%	unavailable	unavailable
June 30, 2021	12.04	0.18	12.22	unavailable	unavailable
June 30, 2020	11.94	0.17	12.11	72.8%	$848,424
June 30, 2019	11.64	0.16	11.80	72.3	752,249
June 30, 2018	11.34	0.16	11.50	71.2	692,826

The Public Safety Personnel Retirement System. PSPRS is an agent multiple-employer defined benefit pension plan and an agent multiple employer defined benefit health insurance premium benefit plan that covers public safety personnel who are regularly assigned to hazardous duties for which the Arizona State Legislature establishes active plan members' contribution rates and member benefits. This is not a "pooled" system – a separate account exists for the police and fire employees of each participating political subdivision. In total, there are 258 individual plans in PSPRS. Each plan has its own financial condition, funding status, etc. which varies greatly across the system.

A 2016 amendment to the State constitution ("Prop 124") created an exception to the prohibition in the Constitution against diminishing or impairing public retirement system benefits by allowing for certain adjustments to PSPRS and preserved the State's legislature ability to modify public retirement benefits. Prop 124 allowed for, among other things, the replacement of permanent benefit increases then required by law with COLA (defined below) provisions tied to the regional consumer price indexes.

PSPRS active membership is comprised of three separate "tiers" based on date of hire which are shown in the following table.

"Tier 1" Members	"Tier 2" Members	"Tier 3" Members
Hired into PSPRS position before January 1, 2012	Hired into PSPRS position on or after January 1, 2012 and before July 1, 2017	Hired into PSPRS position on or after July 1, 2017

The different tiers have different types of plans. Tier 1 members have a defined benefit plan, Tier 2 members have a defined benefit or defined benefit hybrid plan and Tier 3 members have a defined contribution, defined benefit or define benefit hybrid plan. (The hybrid plan is a pension with an additional defined contribution tax-deferred retirement savings account for Tier 2 and Tier 3 members who do not contribute to Social Security). For Tier 1 and Tier 2 members, the type of plan is determined automatically. For Tier 3 members the type of plan is an irrevocable career choice with a default to a defined benefit plan after 90 days. The actuarially determined employer contribution rate varies among the different tiers and the different types of plans as shown in the tables below.

As of June 30, 2019, the unfunded liability for Tiers 1 and 2 of PSPRS was $9.3 billion with a funding ratio of 47.7%. When calculating, an assumed earning rate of 7.3% was used and an assumed rate of 1.75% was used for increases in the cost of living allowance ("COLA").

The following tables show the actuarially determined annual contribution rates, funded status and total audited contribution amounts for PSPRS.

Police

	Fiscal Year Ended				
	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018
Actuarially Determined Contribution Rates					
Tier 1/2 Defined Benefit Employer (a)	25.55%	26.32%	24.85%	25.70%	25.42%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employee (a)(b)	11.65%	11.65%	11.65%	11.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	25.36%	24.04%	22.88%	23.70%	20.42%
Tier 3 Defined Benefit Employee (a)	9.94%	9.94%	9.94%	9.94%	9.94%
Tier 3 Defined Contribution Employer (a)	25.30%	24.51%	24.27%	23.45%	21.03%
Tier 3 Defined Contribution Employee	9.88%	10.41%	10.51%	10.51%	10.55%
Pension Funded Status	N/A	N/A	61.9%	62.1%	64.9%
Health Funded Status	N/A	N/A	187.6%	185.2%	160.7%
Total City (Employer) Pension and Contribution	N/A	N/A	$625,122	$525,830	$241,513

(a) Not applicable for Tier 2 for fiscal years prior to fiscal year 2017/18. Does not include additional contribution percentage of 3% associated with Tier 2 & 3 defined benefit members additionally participating in the defined contribution plan. Employer rate is 4% for Tier 2 members for a period of time depending on the individual's membership date and 3% for Tier 3 members.

(b) Tier 2 employees contribute a maximum of 11.65%, but statutory requirements dictate only 7.65% is applied toward employer costs.

(c) The amortization of unfunded liabilities for Tier 1 and Tier 2 is applied to the payroll for employees in all tiers, including Tier 3, on a level percent basis.

Fire

	Fiscal Year Ended				
	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018
Actuarially Determined Contribution Rates					
Tier 1/2 Defined Benefit Employer (a)	21.29%	19.48%	17.39%	18.80%	20.04%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employee (a)(b)	11.65%	11.65%	11.65%	11.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	16.82%	14.17%	13.07%	14.62%	14.66%
Tier 3 Defined Benefit Employee (a)	9.94%	9.94%	9.94%	9.94%	9.94%
Tier 3 Defined Contribution Employer (a)	16.76%	14.64%	13.64%	15.19%	15.27%
Tier 3 Defined Contribution Employee	9.88%	10.41%	10.51%	10.51%	10.55%
Pension Funded Status	N/A	N/A	78.7%	86.6%	89.1%
Health Funded Status	N/A	N/A	130.0%	142.5%	125.8%
Total City (Employer) Pension and Contribution	N/A	N/A	$398,198	$382,197	$155,617

(a) Not applicable for Tier 2 for fiscal years prior to fiscal year 2017/18. Does not include additional contribution percentage of 3% associated with Tier 2 & 3 defined benefit ("DB") members additionally participating in the defined contribution ("DC") plan. Employer rate is 4% for Tier 2 members for a period of time depending on the individual's membership date and 3% for Tier 3 members.

(b) Tier 2 employees contribute a maximum of 11.65%, but statutory requirements dictate only 7.65% is applied toward employer costs.

(c) The amortization of unfunded liabilities for Tier 1 and Tier 2 is applied to the payroll for employees in all tiers, including Tier 3, on a level percent basis.

Statutory Changes and Court Decisions Regarding the PSPRS. PSPRS is operated under the umbrella of the Public Safety Personnel Retirement System and the Public Safety Personnel Retirement System Board of Trustees. Since 2011 there have been various retirement program modifications designed to mitigate the increasing unfunded liabilities in the programs. Some of these modifications were enacted by the Arizona Legislature and other changes (like Prop 124) were implemented by voter approved amendments to the State Constitution. Additionally, in some instances, modifications enacted by the Arizona Legislature were reversed based on the outcome of successful court challenges. Substantively, the modifications have included changes to contribution rates, retirement criteria, funding horizons, retirement benefits and post-retirement benefit increase calculations.

Potential Future State Legislation Affecting PSPRS. Bills are frequently introduced at sessions of the State Legislature that, if enacted, could impact the administration of the PSPRS and the eligibility, timing and payment of benefits from such plans. The City is unable to determine whether any such bills will be enacted into legislation or in what form such legislation may be enacted and what the impact of any such legislation may be.

The Elected Officials Retirement Plan. EORP is a multiple-employer defined benefit pension plan and a multiple-employer defined benefit health insurance premium plan that covers elected officials and judges of certain state and local governments. (EORP is governed by the same Board of Trustees that manages PSPRS.) As of January 1, 2014 EORP is closed to new members. Pursuant to Arizona statute, the annual contribution for active members of EORP is 13% of the members' annual covered payroll. Additionally, the amount of the members' contribution that exceeds 7% is not used to reduce the actuarially determined employer contribution. As of June 30, 2020, the City reported a liability of $836,624 for its proportionate share of the net pension liability under EORP.

Participating EORP employers are required to annually contribute at an actuarially determined employer contribution rate. The basis for the employer rate is the covered payroll for all eligible elected officials and eligible judges employed by the employer. The actuarially determined rate for 2020/21 for ASRS is 61.61% and for EODCRS (defined below) is 61.55%. This amount is distributed to EORP, the Elected Officials Defined Contribution Retirement System ("EODCRS") and ASRS, depending on the retirement program in which each eligible employee participates. As a percent of covered payroll, the employer contribution, by statute, for EODCRS participating members is 6.00%; the employer contribution for ASRS participating members is 12.41% for fiscal year 2021/22; all remaining employer contributions, up to the actuarially determined contribution rate of the covered payroll of all elected officials and eligible judges, are remitted to EORP. EORP is additionally funded each year with designated state and municipal court fees and a $5,000,000 appropriation from the State general fund.

Potential Future State Legislation Affecting ASRS, PSPRS, CORP and EORP. Bills are frequently introduced at sessions of the State Legislature that, if enacted, could impact the administration of the ASRS, PSPRS, CORP and EORP and the eligibility, timing and payment of benefits from such plans. The City is unable to determine whether any such bills will be enacted into legislation or in what form such legislation may be enacted and what the impact of any such legislation may be.

Risks of Using Debt for Pension Payment. Using debt, such as the Obligations, to make pension payments carries three types of risks for the City: (i) actuarial risk, (ii) market risk and (iii) other risks. Actuarial risks relate to the risks associated with alterations to projections and contributions due to changes in assumptions such as investment returns, payroll increase, COLA, mortality, early retirement and benefit payments. Market risk is the risk associated with the Obligations and long-term investment return performance. Other risks include, but are not limited to, variance from the anticipated investment return, payroll increase, COLA, mortality, early retirement, covered payroll and other assumptions. Anticipated savings are based on achieving rates assumed in actuarial reports and other documents and such savings could be greater or less than projected and could even result in a loss.

Other Post-Employment Retirement Benefits

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB Statement No. 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plan.

The City currently does not offer any OPEB. The City's employees, their spouses and survivors may be eligible for certain retiree health care benefits under health care programs provided by the State. Employees on long-term disability and their spouses also may qualify for retiree health care benefits through the State. Such individuals may obtain the health care benefits offered by the State by paying 100% of the applicable health care insurance premium, net of any subsidy provided by the State. The benefits are available to all retired participants in the State's health care program. The City does not currently make payments for OPEB costs for such retirees.

APPENDIX C

CITY OF SAN LUIS, ARIZONA –
AUDITED ANNUAL FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

APPENDIX D

SUMMARY OF SELECT PROVISIONS OF PRINCIPAL DOCUMENTS

DEFINITIONS OF CERTAIN TERMS

In addition to the terms defined elsewhere herein, the following terms shall, for all purposes of the Trust Agreement and the Purchase Agreement have the following meanings:

"Additional Projects Fund" means the fund of that name established pursuant to the Trust Agreement.

"City Representative" means the City Manager, the Finance Director or any other person authorized by the City Manager or the Mayor and Council to act on behalf of the City with respect to the Trust Agreement.

"Costs of Issuance Fund" means the fund of that name established pursuant to the Trust Agreement.

"Defeasance Obligations" are those obligations described in the Trust Agreement by such term.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the sale and execution and delivery of the Ground Lease, the Lease Agreement, the Trust Agreement and the Obligations.

"Depository Trustee" means any bank or trust company, which may include the Trustee, designated by the City, with a combined capital and surplus of least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

"Event of Default" means an event of default under the Purchase Agreement as described below under the subheading "THE PURCHASE AGREEMENT – Default; Remedies Upon Default."

"Outstanding" refers to Obligations issued in accordance with the Trust Agreement, excluding: (i) Obligations which have been exchanged or replaced, or delivered to the Trustee for credit against a mandatory prepayment installment with respect to principal represented thereby; (ii) Obligations which have been paid; (iii) Obligations which have become due and for the payment of which moneys have been duly provided to the Trustee; and (iv) Obligations for which there have been irrevocably set aside with a Depository Trustee sufficient moneys or obligations permitted by the Trust Agreement and the Purchase Agreement bearing interest at such rates and with such maturities as will provide sufficient funds to pay the principal of and premium, if any, and interest represented by such Obligations, provided, however, that if principal represented by any such Obligations is to be prepaid, the City shall have taken all action necessary to prepay such Obligations and notice of such prepayment shall have been duly mailed in accordance with the proceedings under which such Obligations were issued or irrevocable instructions so to give such notice shall have been given to the Trustee.

"Owner" or any similar term, when used with respect to an Obligation means the person in whose name such Obligation is registered.

"Parity Lien Obligations" means any additional obligations which may be issued or incurred by the City (or any financing conduit acting on behalf of the City) after the date of the Trust Agreement having a lien upon and payable from the revenues from the Excise Taxes and the State Shared Revenues on a parity with, and in compliance with the terms of, the First Purchase Agreement, the Second Purchase Agreement and the Purchase Agreement.

"Payment Fund" means the fund of that name established pursuant to the Trust Agreement.

"Payments" means the payments required to be paid by the City pursuant to the Purchase Agreement as set forth in an exhibit to the Purchase Agreement.

"Special Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

THE TRUST AGREEMENT

The following, in addition to the information under the headings "INTRODUCTORY STATEMENT" and "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," is a summary of certain provisions of the Trust Agreement to which document, in its entirety, reference is hereby made for a more complete description of its terms.

Costs of Issuance Fund. The Trustee will pay Delivery Costs from the Costs of Issuance Fund. On the earlier of June 1, 2021, or when all Delivery Costs have been paid, the Trustee will transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund.

Additional Projects Fund. The Trustee will pay amounts for the Additional Projects from the Additional Projects Fund as directed by the City. The Trustee will transfer any amounts remaining in the Additional Projects Fund on the final Interest Payment Date to the Payment Fund; provided, however, that if at such time the amount in the Additional Projects Fund exceeds the payment to be made to the Owners on the final Interest Payment Date, such excess shall be paid over to the City on the final Interest Payment Date..

Payment Fund. The Trustee will establish the Payment Fund. The moneys in the Payment Fund will be applied by the Trustee solely to pay principal and interest represented by the Obligations.

Investments Authorized; Allocation of Earnings. Upon written order of the City Representative, moneys held by the Trustee will be invested and re-invested in certain investments permitted by the Trust Agreement having the highest yield reasonably obtainable. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments permitted by the Trust Agreement. The Trustee may act as purchaser or agent in the making or disposing of any investment.

Any income, profit or loss on such investments will be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds will be deposited in the fund from which such deposit was made, except as otherwise provided in the Trust Agreement.

Appointment of the Trustee. The City will maintain as the Trustee a bank or trust company with a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal or State authority so long as any of the Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority, then the combined capital and surplus of such bank or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Liability of the Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute the Trust Agreement, the recitals of facts, covenants and agreements in the Trust Agreement, in the Purchase Agreement and in the Obligations will be taken as statements, covenants and agreements of the City, and the Trustee will assume no responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of the Trust Agreement, the Purchase Agreement or of the Obligations or will incur any responsibility in respect thereof, other than in connection with the duties or obligations in the Trust Agreement or in the Obligations assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Trust Agreement. After the occurrence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business,

provided that such company is eligible as described in the Trust Agreement will be the successor to the Trustee without the execution or filing of any paper or further act, anything in the Trust Agreement to the contrary notwithstanding.

Protection and Rights of the Trustee. The Trustee will be protected and will incur no liability in acting or proceeding in good faith upon any document which it in good faith believes to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Trust Agreement, and the Trustee will be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such document, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee will not be bound to recognize any person as an Owner of any Obligation or to take any action at the request thereof unless such Obligation will be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation will be furnished to the Trustee. The Trustee may consult with counsel with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it in good faith.

Whenever in the administration of its duties under the Trust Agreement, the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action thereunder, such matter (unless other evidence in respect thereof be specifically prescribed) will be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate will be full warranty to the Trustee for any action taken or suffered under the provisions of the Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee will represent the Owners of the majority in principal amount of the Obligations then Outstanding.

The Trustee will not be answerable for the exercise of any discretion or power under the Trust Agreement or for anything whatever in connection with the funds established thereunder, except only for its own willful misconduct or negligence.

No provision in the Trust Agreement will require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee will not be required to take notice or be deemed to have notice of an Event of Default, except for nonpayment of amounts due under the Trust Agreement or the Purchase Agreement, unless the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Obligations then Outstanding.

The City will from time to time, as agreed upon between the City and the Trustee, pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties.

Removal and Resignation of the Trustee. The Trustee may be removed by the City (if not in default) or by the Owners of a majority in aggregate principal amount of the Obligations Outstanding, at any time upon thirty (30) days' prior written notice.

The Trustee at any time may resign by giving written notice to the City. Such resignation will become effective upon the appointment of a successor Trustee by the City.

Amendments Permitted. The Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement may be modified or amended at any time by a supplemental or amending agreement which will become effective upon the written consent of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of certain disqualified Obligations. No such modification or

amendment will (1) extend or have the effect of extending the final payment of principal represented by any Obligation or reducing the interest represented thereby or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of the Trust Agreement or the Purchase Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto.

The Trust Agreement and the rights and obligations of the Owners of the Obligations and the Purchase Agreement may be modified or amended at any time by a supplemental or amending agreement, without the consent of any such Owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power reserved in the Trustee (for its own behalf) or the City, (2) to secure additional revenues or provide additional security or reserves for payment of the Obligations, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms of the Trust Agreement, (5) to preserve the power of the City to continue to issue bonds or other obligations the interest on which is exempt from federal and State income taxes, (6) to cure, correct or supplement any ambiguous or defective provision in the Trust Agreement or the Purchase Agreement, (7) to facilitate the incurrent of Parity Lien Obligations, (8) with respect to rating matters, or (9) in regard to questions arising under the Trust Agreement or under the Purchase Agreement, as the parties to the Trust Agreement or the Purchase Agreement may deem necessary or desirable and which will not materially adversely affect the interests of the Owners of the Obligations. Any such supplemental or amending agreement will become effective upon execution and delivery by the parties to the Trust Agreement or the Purchase Agreement.

Procedure for Amendment With Written Consent of Obligation Owners. A copy of the proposed supplemental or amending agreement, together with a consent request, must be mailed to each Owner of an Obligation, but failure to mail copies of such supplemental or amending agreement and request does not affect the validity of the supplemental or amending agreement when assented to by a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations then disqualified). The supplemental or amending agreement will not become effective until the required Owners have consented and the Trustee has mailed notice to the Owners of the Obligations stating in substance that such supplemental or amending agreement has been consented to by the Owners of the required percentage of Obligations and will become effective (but failure to mail copies of said notice shall not affect the validity of such supplemental or amending agreement or consents thereto).

Disqualified Obligations. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) will not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for in the Trust Agreement, and will not be entitled to vote upon, consent to, or take any other action provided therein.

No Liability of the City for the Trustee Performance. The City will have no obligation or liability to any of the other parties or to the Owners with respect to the performance by the Trustee of any duty imposed upon it under the Trust Agreement

Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding and receiving indemnity satisfactory to it must, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything in the Trust Agreement or in the Purchase Agreement to the contrary, there will be no right under any circumstances to accelerate the payment dates of the Obligations or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of the Trust Agreement or the Purchase Agreement shall be applied by the Trustee in the order following:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Obligation Owners in declaring such Event of Default, including reasonable compensation to the Trustee's or the Owners' agents, attorneys and counsel and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, must, proceed to protect or enforce its rights or the rights of the Owners of Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained in the Trust Agreement.

Power of the Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, it will have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance or disposal of such action; provided, however, that the Trustee will not discontinue or otherwise dispose of any litigation, without the consent of the Owners of a majority in aggregate principal amount of the Obligations Outstanding.

Limitation on Obligation Owners' Right to Sue. The Owners will not have the right to institute any action, for any remedy, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of at least a majority in aggregate principal amount of all the Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers granted or to institute such action, in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity; and (d) the Trustee shall have not complied with such request for a period of sixty (60) days.

No one or more Owners of Obligations will have any right in any manner whatever by their action to enforce any right under the Trust Agreement, except in the manner therein provided, and all proceedings with respect to an Event of Default will be pursued in the manner therein provided and for the equal benefit of all Owners of the Outstanding Obligations.

The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, will not be impaired or affected without the consent of such Owner.

Defeasance. If and when any Outstanding Obligation shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal and interest represented by such Obligations Outstanding, as and when the same become due and payable;

(b) by depositing with a Depository Trustee, in trust for such purpose, at or before the payment date therefor, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all principal and interest represented by such Obligations Outstanding; or

(c) by depositing with a Depository Trustee, in trust for such purpose, Defeasance Obligations which are non-callable in such amount as shall be certified to the Trustee and the City by a national firm of certified public accountants acceptable to the City as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all principal and interest represented by such Obligations at their respective payment or prepayment dates;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to all Outstanding Obligations will cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to paragraphs (b) or (c) above and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) or (c), the Obligations will continue to represent direct and proportionate interests of the Owners thereof in such funds.

If any Obligation or portion thereof will not be payable within sixty (60) days of the deposit referred to in paragraphs (b) or (c) above, the Trustee shall give notice of such deposit by first class mail to the Owners.

THE PURCHASE AGREEMENT

The following, in addition to the information under the headings "INTRODUCTORY STATEMENT" and "SECURITY FOR AND SOURCES OF PAYMENT OF THE OBLIGATIONS," is a summary of certain provisions of the Purchase Agreement to which document, in its entirety, reference is hereby made for a more complete description of its terms.

Purchase/Sale. Pursuant to the Purchase Agreement, the City will sell and convey any interest it has in the Projects to the Trustee, and the Trustee, in turn, will sell and convey to the City, and the City will buy and accept from the Trustee, any interest the Trustee has in the Projects.

Payments. The obligation of the City to make the Payments will be limited to amounts from revenues from the Excise Taxes and the State Shared Revenues.

The obligation of the City to make the Payments from the sources described and to perform and observe the other agreements contained in the Purchase Agreement will be absolute and unconditional and will not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by the Trustee of any obligation to the City or otherwise, or out of indebtedness or liability at any time owing to the City by the Trustee. Until such time as all of the Payments shall have been fully paid or provided for, the City (i) will not suspend or discontinue the Payments, (ii) will perform and observe all other agreements contained in the Purchase Agreement, and (iii) will not terminate the Purchase Agreement for any cause.

Providing for Payment. The City may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as and when the same becomes due and payable at its scheduled due date or on a date on which it can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with the Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are non-callable, in such amount as shall be certified by a national firm of certified public accountants acceptable to the Trustee and the City as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid.

Upon any partial prepayment of a Payment, each installment of interest which shall thereafter be payable as a part of the subsequent Payments will be reduced, taking into account the interest rate or rates on the Obligations remaining outstanding after the partial prepayment, so that the interest remaining payable as a part of the subsequent Payments will be sufficient to pay the interest on such outstanding Obligations when due.

Default; Remedies Upon Default.

(i) Upon (A) the nonpayment of the whole or any part of certain amounts due pursuant to the Purchase Agreement at the time when the same are to be paid as provided in the Purchase Agreement or the Trust Agreement, (B) the violation by the City of any other covenant or provision of the Purchase Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to the First Purchase Agreement, the Second Purchase Agreement or the other of the Parity Lien Obligations, or (D) the insolvency or bankruptcy of the City as the same may be defined under any law of the United States of America or the State of Arizona, or any voluntary or involuntary action of the City or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of such amounts as required under the Purchase Agreement or the Trust Agreement on the due date, or the nonpayment of principal and interest due with respect to the First Purchase Agreement, the Second Purchase Agreement or the other of the Parity Lien Obligations on their due dates; (B) in the case of the breach of any other covenant or provision of the Trust Agreement or the Purchase Agreement not cured within sixty (60) days after notice in writing from the Trustee specifying such default; and (C) in the case of any default under any of the First Purchase Agreement, the Second Purchase Agreement or the other of the Parity Lien Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, the Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by the City under the Trust Agreement or the Purchase Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement, or covenant of the City under the Trust Agreement or the Purchase Agreement and with respect to the revenues from the Excise Taxes and, the State Shared Revenues, without notice and without giving any bond or surety to the City or anyone claiming under the City, have a receiver appointed of the amounts of the revenues from the Excise Taxes and, the State-Shared Revenues which are pledged to the payment of amounts due thereunder, with such powers as the court making such appointment shall confer (and the City will irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

The obligations of the City under the Purchase Agreement, including, without limitation, its obligation to pay the Payments, will survive any action brought, and the City will continue to pay the Payments and perform all other obligations provided in the Purchase Agreement; provided, however, that the City will be credited with any amount received by the Trustee pursuant to actions brought under the provisions of the Purchase Agreement summarized under this subheading.

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

$9,165,000*
CITY OF SAN LUIS, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATIONS, TAXABLE SERIES 2021

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement, dated [Closing Date] (this "*Agreement*"), is executed and delivered by and between the City of San Luis, Arizona (the "*City*"), and BLX Group LLC (including its successors and assigns, the "*Dissemination Agent*"), in connection with the execution and delivery of $9,165,000* principal amount of Pledged Excise Tax Revenue Obligations, Taxable Series 2021 (the "*Obligations*"). The Obligations are being executed and delivered pursuant to a Third Excise Tax Trust Agreement, dated as of April 1, 2021* (the "*Trust Agreement*"), by and between the City and UMB Bank, n.a., as trustee (the "*Trustee*"). The City and the Dissemination Agent covenant and agree as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires:

"Annual Financial Information" means the financial information and operating data set forth in Exhibit I.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"Commission" means the Securities and Exchange Commission.

"EMMA" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Final Official Statement" means the Final Official Statement relating to the Obligations, dated _____, 2021.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"GAAP" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"Listed Event" means the occurrence of events set forth in *Exhibit II*.

* *Subject to change.*

"Listed Events Disclosure" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Obligations.

"Purchase Agreement" means the Third Excise Tax Purchase Agreement, dated as of April 1, 2021*, by and between the City and the Trustee, in its separate capacity as "Seller."

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"State" means the State of Arizona.

2. Purpose of this Agreement. This Agreement is executed and delivered by and between the City and the Dissemination Agent as of the date set forth below, for the benefit of the beneficial owners of the Obligations and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Obligations at the time the Obligations are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Obligations.

3. CUSIP Number. The CUSIP Numbers of the Obligations are as follows:

CUSIP No. (Base 79854W)	Maturity Date (July 1)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Agreement, the City shall, or shall cause the Dissemination Agent to, disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will, or will cause the Dissemination Agent to, disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Agreement, the Annual Financial Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Agreement, the City shall, or shall cause the Dissemination Agent to, disseminate in a timely manner, but in not more than ten (10) business days after

* *Subject to change.*

the occurrence of the event, its Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall, or shall cause the Dissemination Agent to, give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Agreement, the beneficial owner of any Obligation may seek mandamus or specific performance by court order, to cause the City or the Dissemination Agent to comply with their obligations under this Agreement. A default under this Agreement shall not be deemed an event of default under the Purchase Agreement or the Trust Agreement, and the sole remedy available to such owners of the Obligations under this Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Agreement shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Agreement, the City, by certified resolution or ordinance authorizing such amendment or waiver, and the Dissemination Agent, may amend this Agreement, and any provision of this Agreement may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Agreement, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Obligations, as determined by parties unaffiliated with the City (such as the Trustee) or by approving vote of the owners of the Obligations pursuant to the Trust Agreement at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying GAAP to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall, or shall cause the Dissemination Agent to, file a notice of such change in the same manner as for a notice of Listed Event.

8. Termination of Agreement. This Agreement shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement.

9. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carry out is obligations under this Agreement, and may discharge any such Dissemination Agent, with our without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon fifteen (15) days written notice to the City. Upon such resignation, the City shall act as its own Dissemination Agent until it appoints a successor. The City shall send all Annual Financial Information and Audited Financial Statements required by Section 4 hereof and notices of Listed Events required by Section 5 hereof to the Dissemination Agent. The Dissemination Agent shall, within five (5) days of receipt of such Annual Financial Information and Audited Financial Statements and (if received from the City in sufficient time)

within ten (10) days of the occurrence of the events requiring a notice of Listed Event, provide such information through EMMA. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Agreement and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the City.

10. Additional Information. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

11. Beneficiaries. This Agreement has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of the City, the Dissemination Agent and the beneficial owners of the Obligations, and shall create no rights in any other person or entity.

12. Recordkeeping. The Dissemination Agent shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. Assignment. The City shall not transfer obligations under the Purchase Agreement unless the transferee agrees to assume all obligations of the City under this Agreement or to execute an undertaking meeting the requirements of the Rule.

14. Governing Law. This Agreement shall be governed by the laws of the State.

15. Compensation. The City shall compensate the Dissemination Agent for the services provided and the expenses incurred pursuant to this Agreement in an amount to be agreed upon from time to time.

16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

17. Notice of Section 38-511, Arizona Revised Statutes. Notice is hereby given of the provisions of Section 38-511, Arizona Revised Statutes. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this Agreement under the laws of the State.

IN WITNESS WHEREOF, we have set our hands as of the date set forth above.

CITY OF SAN LUIS, ARIZONA

By.....
Mayor

ATTEST:

.....
City Clerk

BLX GROUP LLC, as Dissemination Agent

By.....
Name.....
Title.....

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement in TABLE 5 – Historical and Projected Excise Taxes and State Shared Revenues Collections (actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall, or shall cause the Dissemination Agent to, clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2022. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the City will, or will cause the Dissemination Agent to, disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

IN WITNESS WHEREOF, we have set our hands as of the date set forth above.

CITY OF SAN LUIS, ARIZONA

By.....
Mayor

ATTEST:

.....
City Clerk

BLX GROUP LLC, as Dissemination Agent

By.....
Name.....
Title.....

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Final Official Statement in TABLE 5 – Historical and Projected Excise Taxes and State Shared Revenues Collections (actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall, or shall cause the Dissemination Agent to, clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2022. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the City will, or will cause the Dissemination Agent to, disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

APPENDIX F

FORM OF APPROVING LEGAL OPINION

[Closing Date]

_____

_____

Re: Pledged Excise Tax Revenue Obligations, Taxable Series 2021 Representing Proportionate Interests of the Owners Thereof in Purchase Price Payments to be Made by the City of San Luis, Arizona, to UMB Bank, n.a., as Trustee, Dated the Date Hereof

We have examined the transcript of proceedings (the "Transcript") relating to the execution and delivery by UMB Bank, n.a. (the "Trustee") of the Pledged Excise Tax Revenue Obligations, Taxable Series 2021 (the "Obligations"), pursuant to a Third Excise Tax Trust Agreement, dated as of April 1, 2021* (the "Trust Agreement"), between the Trustee and the City of San Luis, Arizona (the "City"). Each of the Obligations is an undivided, participating, proportionate interest in certain payments to be made by the City pursuant to a Third Excise Tax Purchase Agreement, dated as of April 1, 2021* (the "Purchase Agreement"), between the Trustee, as seller, and the City, as purchaser, to finance certain projects for the City. In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinions rendered herein below.

In such an examination, we have examined originals (or copies certified or otherwise identified to our satisfaction) of the foregoing and have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies and the accuracy of the statements contained in such documents. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid documents contained in the Transcript. We have also relied upon the opinions of the City Attorney delivered even date herewith as to the matters provided therein.

Based upon such examination, we are of the opinion that, under the law existing on the date of this opinion:

1. The Obligations, the Trust Agreement and the Purchase Agreement are legal, valid, binding and enforceable in accordance with their respective terms, except that the binding effect and enforceability thereof and the rights thereunder are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally; except to the extent that the enforceability thereof and the rights thereunder may be limited by the application of general principles of equity and, as to the Trust Agreement, except to the extent that the enforceability of the indemnification provisions thereof may be affected by applicable securities laws.

2. The obligation of the City pursuant to the Purchase Agreement with respect to payment of principal and interest with respect to the Obligations constitutes a valid and binding special obligation of the City payable solely from, and secured solely by, the revenues and other moneys pledged and assigned pursuant to the Trust Agreement to secure such payments. Those revenues and other moneys include payments required to be made by the City pursuant to the Purchase Agreement, and the obligation of the City to make those payments is secured by a limited pledge of amounts from "Excise Taxes" and "State Shared Revenues" as described in, and provided by, the Purchase Agreement. Such payments are not secured by an obligation or pledge of any moneys raised by taxation other than the specified taxes; the Obligations do not represent or constitute a debt or pledge of the general credit of the City and

* *Subject to change.*

the Purchase Agreement, including the obligation of the City to make the payments required thereunder, does not represent or constitute a debt or pledge of the general credit of the City.

3. We express no opinion regarding the excludability of the portion of each payment made by the City pursuant to the Purchase Agreement, denominated as and comprising interest with respect to the Obligations and received by the beneficial owners of the Obligations, from gross income for federal or State of Arizona income tax purposes.

Our opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Obligation certificate will be issued for each payment of each series of the Obligations, each in the aggregate principal amount of such payment, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Obligations on DTC's records. The ownership interest of each actual purchaser of each Obligation ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Obligations is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Obligations, such as redemptions, tenders, defaults, and proposed amendments to the Obligation documents. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee

holding the Obligations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Obligations within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Obligations unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Obligations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Obligations purchased or tendered, through its Participant, to a remarketing agent, and shall effect delivery of such Obligations by causing the Direct Participant to transfer the Participant's interest in the Obligations, on DTC's records, to a remarketing agent. The requirement for physical delivery of Obligations in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Obligations are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Obligations to a remarketing agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Obligation certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Obligation certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the Underwriter or their agents and counsel take responsibility for the accuracy thereof.

CITY OF SAN LUIS, ARIZONA

PROCEDURES FOR COMPLIANCE WITH CONTINUING DISCLOSURE UNDERTAKINGS

IMPLEMENTED MARCH 10, 2021

These Procedures for Compliance with Continuing Disclosure Undertakings (these "Procedures") set forth procedures of the City of San Luis, Arizona (the "Issuer") to assist in compliance with the continuing disclosure undertakings ("Continuing Disclosure Undertakings") entered into by the Issuer in connection with the offering of obligations of the Issuer subject to the continuing disclosure requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

These Procedures document practices and describe various procedures for preparing and disseminating annual financial information and reporting "listed events" for the benefit of the holders of the Issuer's obligations and to assist Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

Compliance with pertinent law is an ongoing process; necessary during the entire term of any obligations issued by the Issuer, and is an integral component of the Issuer's debt management. Implementation of these Procedures will require ongoing monitoring and consultation with bond/disclosure counsel and the Issuer's accountants and advisors.

General Policies and Procedures

1. The Finance Director of the Issuer (the "Compliance Officer") will be responsible for monitoring post-issuance compliance.

2. The Compliance Officer will coordinate procedures for record retention and review of such records.

3. All documents and other records relating to obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer.

4. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

5. The Compliance Officer will review the annual information required to be filed pursuant to each Continuing Disclosure Undertaking.

6. The Compliance Officer will train at least one other employee of the Issuer with respect to the matters contained in these Procedures to facilitate compliance with the Continuing Disclosure Undertakings in the event the Compliance Officer is no longer employed by the Issuer.

Continuing Disclosure

In order to monitor compliance by the Issuer with its Continuing Disclosure Undertakings, the Compliance Officer will take the actions listed below, if and as required by such Continuing Disclosure Undertakings. The Compliance Officer may coordinate with staff, and may engage a dissemination agent, counsel, and/or

other professionals to assist in discharging the Compliance Officer's duties under these Procedures as the Compliance Officer deems necessary.

A. Compilation of Currently Effective Continuing Disclosure Undertakings

The Compliance Officer shall compile and maintain a set of all currently effective Continuing Disclosure Undertakings of the Issuer. Such agreements are included in the transcript of proceedings for the Issuer's respective obligation issue. Continuing Disclosure Undertakings are "Currently Effective" for purposes of these Procedures (and hence shall be included in the set of Currently Effective Continuing Disclosure Undertakings) for so long as the obligations to which they relate are outstanding. As obligations are completely repaid or redeemed, the Compliance Officer shall remove the related Continuing Disclosure Undertakings from the set of Currently Effective Continuing Disclosure Undertakings.

B. Compilation of Currently Effective Financial Obligations

The Compliance Officer shall compile and maintain a list of all currently effective Financial Obligations of the Issuer. "Financial Obligations" means, for purposes of the Rule, a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, and existing or planned debt obligation, or (iii) a guarantee of (i) or (ii). For purposes of the Rule, Financial Obligation shall not include municipal securities of the Issuer as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule and as to which a continuing disclosure undertaking has been executed and delivered by the Issuer consistent with the Rule.

Such list shall include key terms of each Financial Obligation, such as date of incurrence, principal amount, maturity, amortization, interest rate, default rates, security and source of payment and key covenants.

C. Annual Review and Annual Reporting Requirements

The Compliance Officer shall ensure that all necessary financial statements, financial information and operating data is filed in the manner and by the filing dates set forth in the Currently Effective Continuing Disclosure Undertakings. The Compliance Officer shall review the set of Currently Effective Continuing Disclosure Undertakings annually, prior to each annual filing, keeping in mind:

- The financial information and operating data required to be reported under a particular Continuing Disclosure Undertaking may differ from the financial information and operating data required to be reported under another Continuing Disclosure Undertaking; and

- The timing requirements for reporting under a particular Continuing Disclosure Undertaking may differ from the timing requirements for filing under another Continuing Disclosure Undertaking.

D. Calendar; EMMA Notification System

The Compliance Officer shall keep a calendar of all pertinent filing dates required under the Issuer's Currently Effective Continuing Disclosure Undertakings. The Compliance Officer shall also subscribe to notification services made available through the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board.

E. Annual Review of Prior Filings

As part of the annual review process, the Compliance Officer shall also review prior filings made within the past five years subsequent to the last such review of prior filings. If the Compliance Officer discovers any late or missing filings, the Compliance Officer (after discussing the circumstances with the Issuer's dissemination agent, counsel or other agents as necessary) shall file the missing information.

F. Monitoring of Listed Events

The Compliance Officer shall monitor the occurrence of any of the following events and/or other events set forth in the Currently Effective Continuing Disclosure Undertakings and shall provide notice of the same in the required manner and by the relevant reporting deadline (generally within 10 days of the occurrence):

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Issuer's obligations, or other material events affecting the tax status of the Issuer's obligations;
7. Modification to rights of holders of the Issuer's obligations, if material;
8. Calls of the Issuer's obligations, if material, and tender offers;
9. Defeasances of the Issuer's obligations;
10. Release, substitution or sale of property securing repayment of the Issuer's obligations, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The list of Currently Effective Financial Obligations compiled pursuant to B. above will assist in making determinations with respect to Listed Events 15 and 16.

G. Review of Official Statements

The Compliance Officer shall review drafts of any offering document for a new offering of obligations, with assistance from its dissemination agent, counsel or other agents of the Issuer as necessary, and shall determine that the offering document accurately and completely describes the Issuer's continuing disclosure compliance history within the five years prior to the date of the respective Official Statement. This compliance review is not meant to limit the Issuer's other reviews of or diligence procedures relating to its offering documents.

H. Record Retention

The Compliance Officer shall retain documentation evidencing the Issuer's annual reviews and its reviews of offering documents in connection with new offerings as set forth above. This Issuer shall retain this documentation, for each Continuing Disclosure Undertaking, for the period that the related obligations are outstanding.

I. Annual Review Checklist

The Compliance Officer may use and retain the attached Annual Review Checklist to assist in implementing these Procedures.

CONTINUING DISCLOSURE ANNUAL REVIEW CHECKLIST

1. Fiscal Year Ending: _____

2. Compliance Officer: _____

3. Checklist Completion Date: _____

4. Obligations for which there are Currently Effective Continuing Disclosure Undertakings

- **Attach Agreements:**

$_____, _____, dated _____, 20__

$_____, _____, dated _____, 20__

$_____, _____, dated _____, 20__

$_____, _____, dated _____, 20__

$_____, _____, dated _____, 20__

$_____, _____, dated _____, 20__

$_____, _____, dated _____, 20__
_____

5. Have any new Obligations subject to Continuing Disclosure Been Issued this Year?

_____ No

_____Yes (Add Agreement to Currently Effective Continuing Disclosure Undertakings)

If Yes, did the Compliance Officer review the Offering Document's Description of the Issuer's Continuing Disclosure Compliance History within the Prior 5 Years?

Circle: Y/ N (If N, review and discuss any issues with counsel.)

6. Have any Obligations subject to Continuing Disclosure Been Completely Paid or Redeemed this Year?

_____ No

_____Yes (Remove Agreement from Currently Effective Continuing Disclosure Undertakings)

7. (a) Has the Compliance Officer Reviewed the Annual Continuing Disclosure Filing to Ensure that all Necessary Financial Statements, Financial Information and Operating Data is Included?

_____ Yes

_____ No (Compliance Officer must review the Annual Continuing Disclosure Filing)

(b) For purposes of this review, please keep in mind:

	Checked?
Different Continuing Disclosure Undertakings may require different information to be file (so check each one).	Y / N
Different Continuing Disclosure Undertakings may have different filing timing requirements (so check each one).	Y / N

8. Have any of the Following Listed Events Occurred this Year?

Event		**Circle**
1.	Principal and interest payment delinquencies.	Y / N
2.	Non-payment related defaults, if material.	Y / N
3.	Unscheduled draws on debt service reserves reflecting financial difficulties.	Y / N
4.	Unscheduled draws on credit enhancements reflecting financial difficulties.	Y / N
5.	Substitution of credit or liquidity providers, or their failure to perform.	Y / N

6.	Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Issuer's obligations, or other material events affecting the tax status of the Issuer's obligations.	Y / N
7.	Modification to rights of holders of the Issuer's obligations, if material.	Y / N
8.	Calls of the Issuer's obligations, if material, and tender offers.	Y / N
9.	Defeasances of the Issuer's obligations.	Y / N
10.	Release, substitution or sale of property securing repayment of the Issuer's obligations, if material.	Y / N
11.	Rating changes.	Y / N
12.	Bankruptcy, insolvency, receivership or similar event of the Issuer.	Y / N
13.	The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.	Y / N
14.	Appointment of a successor or additional trustee or the change of name of a trustee, if material.	Y / N
15.	Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.	Y / N
16.	Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.	Y / N

9. If any such Event Occurred, was Proper Notice Provided?

_____ Yes

_____ No (Call your dissemination agent or counsel immediately to discuss)

_____ N/A

10. Has the Issuer Retained a Dissemination Agent?

_____ Yes: Name/Contact: _____

_____ No

1. DEFINITIONS

A. Unfunded Actuarial Accrued Liability (UAAL) - Is the difference between a pension fund's assets and projected pension benefit payments promised to employees.

B. Annual Required Contribution (ARC) - Is the annual amount an employer is required to contribute into a pension fund, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost - which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL - which is the estimated cost to cover the unfunded portion of pension benefits earned by employees in the past. Payments towards reducing the UAAL are collected over a period of time referred to as the amortization period. The ARC is often expressed as a percentage of the current payroll.

C. Funded Ratio - Is the ratio of fund assets to actuarial accrued liability, which is the net present value of projected pension benefits promised to employees.

D. Contingency Reserve Fund (CRF) – Is a reserve fund dedicated to helping the City manage its pension liabilities and maintain as near to a 100% PSPRS pension funded ratio as possible despite adverse market and/or actuarial events.

E. Police Plan – Is the City's Public Safety Personnel Retirement System (PSPRS) Police Employee Retirement Plan for Participants in Tiers 1 & 2

F. Police Plan CRF Initial Balance – Is the initial amount of the Police Plan CRF.

G. Fire Plan – Is the City's PSPRS Fire Employee Retirement Plan for Participants in Tiers 1 & 2

H. Fire Plan CRF Initial Balance – Is the initial amount of the Fire Plan CRF.

I. Initial Balances – Are the Police Plan CRF Initial Balance and the Fire Plan CRF Initial Balance, collectively.

J. Plans – Are the Police Plan and Fire Plan, collectively.

K. CRFs – Are the Police Plan CRF and the Fire Plan CRF, collectively.

2. PURPOSE

The purpose of this policy is to set forth procedures for managing the CRFs effectively. The goal of the CRFs is to create a resource that will help the City effectively manage the innate risks of public pension funding, particularly market return risk and actuarial risk, and help the City maintain well-funded Plans.

3. ESTABLISHMENT OF CRFs

A. The City establishes the Police Plan CRF in the initial amount of $580,917.32 (the Police Plan CRF Initial Balance) to manage ongoing liabilities of the Police Plan. Assets of the Police Plan CRF shall be used to benefit the Police Plan.

B. The City establishes the Fire Plan CRF in the initial amount of $424,834.72 (the Fire Plan CRF Initial Balance) to manage ongoing liabilities of the Fire Plan. Assets of the Fire Plan CRF shall be used to benefit the Fire Plan.

C. The Initial Balances will be funded with a combination of existing City reserves and financing proceeds. The portion of the Initial Balance funded with City reserves will be held by the City and the portion of the Initial Balance funded with financing proceeds will be held by the trustee bank associated with the financing (the "Trustee") under the trust agreement associated with the financing (the "Trust Agreement"). Notwithstanding the fact that amounts will be held by the City and the Trustee, such amounts will be treated as being held in a single fund for purposes of this policy and for purposes of determining the sizing of the CRF.

D. The City intends to utilize the CRFs as a means to maintain, to the greatest extent possible, a 100% funded ratio for each of the Plans.

4. PROCEDURES FOR CRF INVESTMENTS

A. The City will manage the CRF and investments therein (whether held by the City or the Trustee). Investments made by the City must comply with (i) the requirements of Arizona Revised Statutes Section 35-323 and any other applicable existing or future state statutes, and (ii) the City's Investment Policy.

B. Investments in the CRFs shall be principal protected.

C. Assets of the CRFs shall be invested in no more than one-year increments to allow for liquidity in the 1st quarter of each calendar year.

D. Assets of the CRFs shall be invested in liquid and/or short-term products to ensure prompt availability of funds.

E. Except as otherwise provided in the Trust Agreement, none of the above procedures shall limit the City's ability to participate in an irrevocable trust created under Internal Revenue Service Section 115) or any other applicable regulation), nor shall they limit the City's ability to transfer the assets of the CRFs to such an irrevocable trust for the benefit of the Plans and delegate the investment responsibility for assets of the CRFs.

5. PROCEDURES FOR CRF DRAWS

A. The City may draw from a CRF when the investment return for the associated Plan during the prior fiscal year is at least 5% below the actuarially assumed investment rate of return for such fiscal year.

B. The City may draw from a CRF when there is a change to the assumed investment rate of return assumption, payroll growth assumption, and/or mortality assumptions of the associated Plan that causes a material, adverse impact on the Actuarial Accrued Liability of the Plan.

C. If a CRF balance rises at least 15% above its respective Initial Balance and the associated plan is at least 90% funded, the City may draw all or a portion of the balance exceeding 115% of that CRF's Initial Balance to supplement the City's ARC for the associated Plan.

6. PROCEDURES FOR CRF REPLENISHMENT

A. If, at the end of a City Fiscal Year, the balance of a CRF is below its respective Initial Balance, the City will, to the best of its ability, prioritize making replenishments over a five year period to return the CRF balance to at least its respective Initial Balance. Such replenishments will be held by the City (as opposed to the Trustee).

B. The City will review unspent budget appropriations annually and may consider adding all or a portion of such amounts to the CRF. Such amounts will be held by the City (as opposed to the Trustee).

7. SIZING OF CRF

A. The City will evaluate its CRFs at least every five years to determine whether the size of the reserve is adequate and whether additional policies should be considered to ensure usefulness of the CRFs.

8. PROCEDURES TO DISSOLVE CRF

A. Except as otherwise provided in the Trust Agreement, upon the repayment of the final debt service payment for the Obligations (including any related refinancing obligations), staff will seek City Council direction to dissolve or maintain the CRF. At such time, the City may dissolve the CRF and apply the remaining balance of funds to other retiree benefits, other post-employment benefits (OPEB), annual required contributions or the General Fund.

B. If the City transfers the assets of the CRFs to a Section 115 trust or other irrevocable trust for the benefit of the Plans and with similar goals of these policies, reducing assets of the CRFs to zero and rendering the CRFs obsolete, the CRFs may be dissolved.

SIGNATURE:

GERARDO SANCHEZ
MAYOR, CITY OF SAN LUIS

DATE

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. E.**

Meeting Date: 03/10/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2157. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Intergovernmental Agreement with the Yuma Union High School District #70 for joint athletic and recreational facilities use through the City's Parks and Recreation Department and San Luis High School as amended. **(Lizandro Galaviz, Director of Parks and Recreation and Kay Marion Macuil, City Attorney)**

SUMMARY:

The Yuma Union High School District will be considering this IGA on March 10th, the same date as City Council. City Council already passed a version on February 10th. However, after City Council passed the IGA on February 10th, the School District had three (3) changes:

Section 5. General Guidelines for Joint Use of Facilities.
Subsection B The red is stricken:
"Enforcement of Policy. DISTRICT reserves the right to enforce DISTRICT policies including, but not limited to, dress codes and policies addressing alcohol consumption at all DISTRICT-sponsored activities. CITY reserves the right to enforce CITY policies at CITY-sponsored events. ~~The parties agree that the CITY may permit the consumption of alcohol, as permitted by applicable law, in a DISTRICT Facility during the 'CITY's use of the Facility, except that no alcohol shall be permitted within any DISTRICT building which contains classrooms.~~"

Section 5. General Guidelines for Joint Use of Facilities.
Subsection C The blue is added.
One party to the Agreement will be responsible for damage occurring to the property of the other during the use by the first party. That responsibility should be limited to damage caused by the act or omission of the party using the facility. If the damage caused is beyond the control of the using party, then that party should not be responsible.

Section 8. General Terms and Conditions,
Subsection H
The change from "may" to "shall" might be interpreted by a court that if there is a dispute, the parties must first go to mediation or agree to arbitration to try to resolve the dispute before resorting to court.

"Dispute Resolution: The parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either party, a dispute ~~may~~ **shall** be submitted to mediation with a trained and neutral mediator. If the parties mutually agree, claims, disputes, or other matters in question ~~may~~ **shall** be submitted for arbitration and decided according to the Arizona Uniform Rules of

Procedure for Arbitration. Request for arbitration must be filed in writing with the other party to this Agreement."

Summary of the rest of the Intergovernmental Agreement with Yuma Union High School District (YUHSD) #70 through the San Luis High School

The 5-year agreement with the Yuma Union High School District #70 regarding joint facility use is expiring this year. Staff has negotiated the basic terms.

The changes are that:
-the APS bill for the lights will go to the High School,
-the High School has said they will pay $150,000.00 for the field lights in a lump sum no later than June 30, 2021,
-the city will stop doing maintenance of the field,
-joint use of each other's facilities will continue and
-there are provisions for COVID-19 public health requirements

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2157 APPROVING THE ATTACHED 2021 VERSION OF THE IGA.

Fiscal Impact

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

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

Under the IGA signed in 2016, the High School is paying the current value of the field lights which the City of San Luis paid for and installed in 2016. There remains a 5-year warranty for the High School which was part of the valuation. The High School is paying San Luis $150,000 in a lump sum by June 30, 2021.

The IGA allows for the High School and the city to charge fees if each other's staff are needed in order to use the facilities.

Attachments

Resolution No. 2157

Amended IGA

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2157

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE YUMA UNION HIGH SCHOOL DISTRICT #70 FOR JOINT ATHLETIC AND RECREATIONAL FACILITIES USE THROUGH THE CITY'S PARKS AND RECREATION DEPARTMENT AND SAN LUIS HIGH SCHOOL AS AMENDED.

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

Section 1. It is deemed in the best interest of the City of San Luis and its residents that the city enter into an Intergovernmental Agreement with Yuma Union High School District #70 for joint athletic and recreational facilities use at San Luis High School and the City's Parks and Recreation Department.

Section 2. A true copy of the Intergovernmental Agreement is incorporated herein as though set forth again in full.

Section 3. The Mayor is authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

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

Section 5. The San Luis City Clerk and the City Clerk's designee are authorized and directed to deliver this Intergovernmental Agreement to the Yuma Union High School District #70 and to maintain a fully executed Intergovernmental Agreement in the official files of the City Clerk.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of March 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING JOINT FACILITY USE AT YUMA UNION HIGH SCHOOL DISTRICT #70 AND THE CITY OF SAN LUIS RECREATIONAL FACILITIES

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of March 2021 by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereafter referred to as "CITY" and the YUMA UNION HIGH SCHOOL DISTRICT #70, hereinafter referred to as "DISTRICT." The CITY and the DISTRICT may be referred to in the singular as party or owner and in the plural as parties or owners.

WHEREAS, the CITY is authorized by A.R.S. § 11-952 to enter into this Agreement; and

WHEREAS, the DISTRICT is authorized by A.R.S. § 11-952 to enter into this Agreement; and

WHEREAS, pursuant to Section 11-951 et seq. of Arizona Revised Statutes, cities and schools may enter into agreements for the construction, development, cooperative maintenance, operation, and use of parks, swimming pools, and other recreational facilities on the property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation; and

WHEREAS; the DISTRICT has recreation facilities such as tennis courts, gymnasiums, athletic fields, weight rooms, dance rooms, auditoriums, running tracks, classrooms and stage that could be used for community health, education, and enrichment opportunities provided through the CITY during non-school hours; and

WHEREAS, the CITY has recreation facilities such as athletic fields, a swimming pool, parks, and plans for trails that could be used for physical education and school athletic opportunities provided through the DISTRICT; and

WHEREAS, it is the desire of the parties to develop and operate facilities for joint use and to conduct recreational programs that provide maximum public benefit; and

WHEREAS, it is good policy to partner in the development of facilities that can be used for school enrichment, physical fitness, athletics, and public recreation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements of the parties herein contained, it is agreed as follows:

Section 1. Purpose

The purpose of this Agreement is to establish the rights, duties and responsibilities of the parties for the joint use of recreational or athletic facilities owned by each party.

Section 2. Term

This Agreement will become effective as of the date indicated above and will terminate five (5) years thereafter unless terminated earlier as provided in Section 3 or renewed. This Agreement may be renewed for three additional five (5) year periods upon 120 days written notice to the other party. Any renewal will be reduced to writing and signed by the parties.

Section 3. Termination

This Agreement may be terminated at any time by mutual agreement of the parties, or either party may terminate this Agreement, with or without cause, upon ninety

(90) days written notice to the other party of the intent to terminate.

Section 4. Facilities

This Agreement authorizes the continued joint use of each party's respective facilities, as shown on Exhibit "A" attached "("Facilities"). This Exhibit may be amended upon written approval of the City Manager or designee and the school Superintendent or designee, without

further modification of this Agreement. The Facilities listed on the attached Exhibit "A" that are the property of the DISTRICT shall be referred to herein individually as a "DISTRICT Facility" and collectively as the

"DISTRICT Facilities"." The Facilities listed on the attached Exhibit "A" that are the property of the CITY shall be referred to herein individually as a "CITY Facility" and collectively as the "CITY Facilities." Facilities may include, but not be limited to, buildings and grounds, recreational or athletic facilities, and parking areas.

Section 5. General Guidelines for Joint Use of Facilities

A. Facility Usage. Each party will make its Facilities listed in Exhibit "A" available for use by the other party after the scheduling requirements for each party's own programs have been met. The DISTRICT will have use of DISTRICT Facilities during the school year during regular school hours and after school hours or on weekends as required by the DISTRICT athletic schedules and other school activities. The CITY will have use of DISTRICT Facilities during the summer months and on weekends, holidays, and weeknights beginning at 6:00 p.m. during the school year, unless the DISTRICT Facilities are previously scheduled for DISTRICT events or DISTRICT maintenance. The CITY will have use of CITY Facilities year-round. The DISTRICT may have use of CITY Facilities unless previously scheduled by others or for CITY maintenance.

B. Enforcement of Policy. DISTRICT reserves the right to enforce DISTRICT policies including, but not limited to, dress codes and policies addressing alcohol consumption at all DISTRICT sponsored activities. CITY reserves the right to enforce CITY policies at CITY sponsored events.

C. Facilities Maintenance. Each party will maintain its own Facilities and equipment in good and reasonable repair as required by law. The DISTRICT will be solely responsible for costs of and making any repair of damages to the CITY Facilities that occur during 'DISTRICT'S use of the CITY Facilities. The CITY will be solely responsible for the cost of and making any repair of damages to DISTRICT Facilities that occur during 'CITY'S use of DISTRICT Facilities. The party responsible for the damages shall promptly notify the owning party of any damages that occur during the responsible party's use of the Facilities. The owning party, upon discovering any damages reasonably believed to be caused during the other party's use of the Facilities, shall notify the other party in writing of the damages and may make required repairs and invoice the responsible party for the actual, reasonable costs thereof. The responsible party shall pay the invoice within 30 days of receipt, unless, within ten (10) days of receipt of the written notice, the responsible party has disputed the damages or costs in writing, specifying the items in dispute and the reasons therefore. The parties will use their best efforts to investigate and resolve the disagreement prior to filing any claim for damages. The term "damage" does not include ordinary wear and tear. Each party will be responsible for routine maintenance and cleaning of its Facilities unless specifically agreed otherwise. One party to the Agreement will be responsible for damage occurring to the property of the other during the use by the first party. That responsibility should be limited to damage caused by the act or omission of the party using the facility. If the damage caused is beyond the control of the using party, then that party should not be responsible.

D. Non-Interference. Each party agrees that use of the other party's Facilities will not interfere with the other party's usual conduct of its business, nor be inconsistent with the intended and normal use of the Facilities used. Each party agrees to provide necessary and

appropriate supervision for activities conducted at the other party's Facilities, to be responsible for the expenses of supervision, security, and supplies unless otherwise noted in this Agreement, and to make reasonable efforts to inspect Facilities for safety conditions and for damage at the beginning and end of each period of use. Each party will leave the other's Facilities in neat and orderly condition unless specifically agreed otherwise.

Section 6. Joint Use Scheduling Confirmation Process

A. Scheduling. Each owner will be responsible for maintaining the schedule for its own Facilities.

B. Scheduling Meetings. Representatives of the parties will meet on or about December 1, March 1, June 1 and September 1 of each year to discuss scheduling for April through June, July through September, October through December, and January through March, respectively. Within two weeks following the meeting, each 'owner's representative shall prepare a joint-use confirmation form for the quarter discussed and shall send the schedule to the other party. The receiving party will either approve the proposed schedule by returning it with a signature of approval or may, within seven (7) days, contact the other representative to discuss changes or amendments which need to be addressed. Quarterly discussions shall include a review of a calendar of projected use for the coming year and shall include times when Facilities may not be used due to appropriate maintenance of Facilities and field turf. A final, signed schedule should be in place at least three (3) months before the scheduled use for a quarter begins. During scheduling meetings, the parties shall work to resolve any issues. The parties will, in good faith, discuss how to maximize the mutual benefit of the shared use of CITY and DISTRICT Facilities.

C. Scheduling Changes. CITY and DISTRICT will cooperate in seeking a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in rescheduling will be to maintain program continuity, to give adequate notification of scheduling changes and, where necessary, to relocate programming. In the event of no mutually acceptable alternative, use by the owner shall take priority.

D. Health and Safety. If at any time the CITY or the DISTRICT determines that a Facility does not meet applicable health and safety standards or that for any other reason, the Facility is unsafe for use, the using party may cancel its event and notify the owner of the unsafe conditions. The owner will have the authority to close the Facility until the unsafe conditions are rectified. Each party will take immediate steps to notify the other party of the cancellation/closure.

E. COVID-19 Mitigation Compliance Measures (or other public health emergencies). If a party requests to use the other party's Facility or Facilities while COVID-19 or other public health measures are required by law or desirable to the party owner of the Facility or Facilities, the requesting party shall provide in writing to the party owning the Facility or Facilities:

1. a detailed description of the event;
2. anticipated number of attendees;
3. location of the event;
4. actions to comply with Federal, State, County and CITY Mitigation Compliance Measures, including but not limited to applicable COVID-19 Arizona Governor Emergency Executive Orders, Arizona Department of Health Services Orders, Yuma County Emergency Proclamations, Yuma County Health Services District Orders, CITY Emergency Proclamations; and

5. commitment that the requesting party will cancel the event if the applicable gating criteria, metrics or benchmarks for safe infection control for the event are not met two weeks before the event.

Section 7. Fees

A. Each party may charge the other fees for the use of their respective Facilities for reimbursement for services, maintenance or supplies, or utilities attributable to the other party's use of the Facilities. Fees will be established during the scheduling process. The parties agree to minimize fees to the extent possible for community benefit.

B. For clarification, the obligations under Section 7. Utilities under the Intergovernmental Agreement between the CITY and the DISTRICT dated February 24, 2016, are terminated and expired. The DISTRICT will pay all its utilities, including electricity for the lights for "DISTRICT FIELD" as defined in the Intergovernmental Agreement between the parties dated February 24, 2016, unless stated otherwise in this 2021 Agreement, Section 7(A).

C. Under Section 8. Capital Improvements of the Intergovernmental Agreement between the parties dated February 24, 2016, the CITY installed lights at the CITY's cost on the "DISTRICT FIELD" as defined in that Intergovernmental Agreement. The DISTRICT agrees to reimburse the CITY for said lights at the reasonable depreciated value of $150,000.00 (which includes a warranty that will expire August 18, 2026) to be paid in a lump sum on or before June 30, 2021.

Section 8. General Terms and Conditions

A. Finance and Budget: Each party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken under this Agreement. In the event of non-appropriation of funds by either party for any Fiscal Year this, Agreement is effective, this Agreement will terminate at the end of the period for which funds are appropriated unless the parties agree to a modification of this Agreement.

B. Notice: Any notice given under this Agreement shall be in writing and sent to the party and address listed below:

If to CITY:	If to DISTRICT:
Parks and Recreation Director P.O. Box 1170 San Luis, Arizona 85349	YUHSD #70 Superintendent 3150 S. Avenue A Yuma, Arizona 85364

C. Indemnification: Each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party from and against any and all fines, suits, claims, demands, defense costs, losses, liability, actions and/or causes of action of any kind and nature (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage that may arise from that 'party's use, operation, maintenance, or repair of the Facilities; except for those claims which arise out of the sole negligence or willful misconduct of the other party, its agents or employees.

D. Non-Discrimination Requirements: The parties shall comply with State Executive Order #99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable federal and state laws, rules and regulations, including Title VI, and all other federal and state employment and educational opportunity laws, rules and regulations, including Title

VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.

E. Employment Eligibility: The parties warrant, and shall require their subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to their employees and with A.RS. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other 'party's employee or subcontractor employee who works on this Agreement to

ensure that the party or its subcontractors are complying with this warranty. Employees hired by either party to provide services, whether providing those services on premises owned by the CITY or the DISTRICT, shall be the employee of the hiring party only.

F. Insurance requirements: DISTRICT and CITY shall each keep and maintain in force, during the term of this Agreement and at their own expense, liability insurance of not less than $1,000,000.00 covering their respective activities. This insurance may be comprised of self-insurance retention "("S.I.R.") and insurance, so long as the combination of the two equals the minimum required amounts stated above. Each party shall provide to the other a certificate of insurance showing such coverage. The amount of insurance shall be reviewed, and may be adjusted, every three (3) years.

G. Risk of Loss: The party sponsoring and supervising a particular event shall bear the risk of loss, including, but not limited to, loss caused by theft, vandalism or property damage or claims arising therefrom.

H. Dispute Resolution: The parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either party, a dispute shall be submitted to mediation with a trained and neutral mediator. If the parties mutually agree, claims, disputes, or other matters in question shall be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other party to this Agreement.

I. Costs and Attorney Fees: In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.

J. Assignments and Successors: Neither party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Agreement, or assign any monies due or payable hereunder without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

K. Entire Agreement: This Agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement or specifically referred to in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.

L. Conflicts of Interests Provisions: This Agreement is subject to the conflict of interest provisions of A.R.S. §38-511.

M. Venue: The parties must initiate and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

N. Disposal of Property: The parties do not anticipate that there will be any personal property to be disposed of upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, the property shall be returned to its original owner.

O. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

P. Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.

Q. Previous Agreement Superseded: This Agreement supersedes and replaces the previous joint use Facilities Agreement between the CITY and DISTRICT dated February 24, 2016.

DATED this _____ day of March 2021

CITY OF SAN LUIS

By _____
Mayor

YUMA UNION HIGH SCHOOL DISTRICT #70

By _____
Superintendent

ATTEST:

_____
City Clerk

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

_____ Date: _____

Kay Marion Macuil
San Luis City Attorney

I state that I am an attorney for Yuma Union High School District #70 ("YUHSD"). State of Arizona. Under A.R.S. § 11-952(D), I certify that I have determined that this Agreement is in proper form, and it is within the powers and authority granted to the City of San Luis under the laws of Arizona.

for Date: 2/25/2021

C. Benson Hufford
Attorney for the Yuma Union High School District #70

Exhibit "A"

CITY Facilities
Baseball Fields
Softball Fields
Municipal Pool
Gymnasium
Athletic Field

DISTRICT Facilities
Tennis Courts
Gymnasium
Athletic Fields
Auditorium
Running Track
Classrooms

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. F.**

Meeting Date: 03/10/2021

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any all matters regarding Resolution No. 2158. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental Agreement with Yuma County Flood Control District for design, construction, and maintenance of the San Luis Retention Basin Pump Station. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The "San Luis Retention Basin," as called in the project by Yuma County Flood Control, is a retention basin southwesterly but in close proximity of the intersection of San Luis Plaza Drive and Urtuzuastegui Street. This retention basin collects stormwater from the downtown storm drain system, extending from Archibald Street to Cesar Chavez Street and Urtuzuastegui Street to D Street. The type of soil under the retention basin has slow percolation rates that does not allow it to drain within the five (5) days required by our standards and causes an environmental health concern. Yuma County Flood Control District allocated funds in FY 21-22 for the design and construction of a new lift station that will drain the retention basin over to a neighboring canal. Once the project is completed, the city will take over the ownership and maintenance of the lift station. Routine inspection and maintenance would be undertaken by our current workforce.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2158.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	HURF
TOTAL:	As Needed
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Highway Users Fund - Operational Expenses

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

Highway Users Fund - Operational Expenses
No capital investment required

Attachments

Resolution No. 2158
IGA
Plans

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2158

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE YUMA COUNTY FLOOD CONTROL DISTRICT REGARDING THE EXPANSION OF THE SAN LUIS RETENTION BASIN PUMP STATION.

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

Section 1. It is deemed in the best interest of the City of San Luis and its residents that the city enter into an Intergovernmental Agreement with the Yuma County Flood Control District for the Yuma County Flood Control District to fund the design and construction of the expansion of the San Luis Retention Basin Pump Station and the installation of a pump station near San Luis Plaza Drive and Urtuzuastegui Street with the City of San Luis owning the improvements at completion.

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

Section 3. The Mayor is authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City of San Luis and the City Clerk to attest the same.

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

Section 5. The San Luis City Clerk and the City Clerk's designee are authorized and directed to deliver this Intergovernmental Agreement to the Yuma County Flood Control District and to maintain a fully executed Intergovernmental Agreement in the official files of the City Clerk.

[Intentionally left blank, signature page follows]

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of March 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE YUMA COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF SAN LUIS
RELATING TO THE SAN LUIS RETENTION BASIN PUMP STATION

This Agreement is between the YUMA COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT", and the CITY OF SAN LUIS, Arizona, a municipal corporation of the State of Arizona, hereinafter referred to as ("CITY"), pursuant to A.R.S. §11-951 through §11-954, sets out the mutual covenants governing the use of the San Luis Retention Basin Pump Station within the CITY of San Luis, Arizona.

RECITALS

WHEREAS, Section 11-951, Arizona Revised Statutes, as amended, provides for intergovernmental agreements and contracts between public agencies for joint or cooperative action; and

WHEREAS, the CITY has a need for drainage improvements for the disposal of storm water accumulating within the San Luis Retention Basin located at the intersection of Urtuzuastegui Street and San Luis Plaza Drive.

WHEREAS, the DISTRICT has developed a PROJECT and proposes to construct minor capital improvements and provide maintenance for flood control and drainage facilities including a storm drain pump station and drainage outfall for the disposal of storm water accumulating within the CITY, as shown in Exhibit "A". Said construction shall hereafter be referred to as the "PROJECT"; and; and

WHEREAS, the parties have agreed that the completion of the PROJECT is essential to the public safety and welfare; and

WHEREAS, the parties desire to cooperate in the completion of the PROJECT; and

WHEREAS, the CITY has reviewed the improvement plans; and

WHEREAS, the CITY maintains and operates a Public Works Department; and

WHEREAS, the CITY has obtained a license (Contract No. 9-07-34-L1105) to discharge stormwater into a basin located at Urtuzuastegui Street and San Luis Plaza Drive; and

WHEREAS, the drainage improvements do not connect to the Yuma Valley Drain System;

WHEREAS, during the detention of storm water in the basins, certain valve and pump operations will be required to empty the basins; and,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the CITY and DISTRICT agree as follows:

Section 1. Purpose. The Purpose of this Agreement is to provide for the repair, design, construction, maintenance, financing and operation of the PROJECT conforming to DISTRICT

Standards for the benefit of the citizens and residents of the DISTRICT, the CITY and the public in general.

Section 2. Duration. This Agreement shall become effective on the date it is adopted, approved and is fully executed by both the CITY and DISTRICT and shall continue in full force and effect until the PROJECT construction has been completed and accepted in writing and signed by the CITY and the DISTRICT; provided however, that the maintenance responsibilities of the parties will survive this AGREEMENT.

Section 3 Obligations of the Parties.

A. DISTRICT's Obligations.
   1. Call for bids and award a construction contract for the plans prepared for the PROJECT and as approved by the CITY. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation.
   2. Obtain approval from the CITY regarding PROJECT design.
   3. Cause the PROJECT, to be constructed and installed in accordance with the plans and specifications titled "San Luis Retention Basin Pump Station" prepared by James Davey and Associates for the DISTRICT.
   4. Fund the design and construction of the PROJECT.
   5. Inspect all construction work and schedule and conduct final inspection prior to operation.
   6. Review and approve all plans submitted for proposed construction, reconstruction or alteration of improvements.
   7. Defend, hold harmless, and indemnify the CITY from any claim arising out of any negligence of the DISTRICT or any of its employees, agents, directors or assigns.
   8. Obtain Bureau of Reclamation approval to amend Contract No. 9-07-34-L1105 to allow of disposal of storm water by the District into the Yuma Valley Drain System by means of a pump station.

B. CITY's Obligations
   1. The CITY will review plans and specifications, provide review comments in a timely fashion, and provide permits and other approvals necessary to construct the facility at no cost to the DISTRICT.
   2. Coordinate and cause all utility relocation necessary for the PROJECT construction to be performed at no cost to the DISTRICT.
   3. The CITY will own, repair, and provide proper maintenance or replacement of the PROJECT improvements.
   4. Pay operational electrical costs for the SAN Luis Basin pump station.
   5. Operate the pump station in order to regulate, monitor and coordinate with the Bureau of Reclamation and Yuma County Water Users Association the storm water discharge into the East Main Canal Wasteway.
   6. To not inhibit entry to the rights-of-way, easements and properties by the DISTRICT for the purpose of operation, construction, reconstruction, modification, or expansion of flood control and drainage facilities. In the event any improvements of the CITY actually or substantially interfere or conflict with the DISTRICT'S construction, reconstruction, modification,

or expansion of flood control and drainage facilities, the CITY shall move or remove such CITY improvements with ten (10) days of receiving written notice of a request to move or remove same at no cost to the DISTRICT.

7. Defend, hold harmless, and indemnify the DISTRICT, its officers, agents and employees from any claim arising out of the use of the properties as a storm water detention facility, flooding of the sites and adjacent areas or resulting from any negligence of the CITY or any of its employees, agents, directors or assigns.

Section 4. Property Acquisition. The necessary right of way is within existing Bureau of Reclamation (BOR) rights of way for the PROJECT.

Section 5. PROJECT Administration. The PROJECT is to be administered in accordance with State, DISTRICT, and CITY requirements. The DISTRICT will provide direction and approve all PROJECT requirements, and process PROJECT documents as necessary.

Section 6. Manner of Financing. The DISTRICT has budgeted sufficient funds for the design, and construction of the PROJECT. The CITY shall have no financial responsibility for the construction of the PROJECT.

Section 7. Ownership and Maintenance. Upon completion of the PROJECT, the CITY will be responsible for the PROJECT improvements. The CITY shall provide for, at its own cost, proper maintenance and/or replacement of the PROJECT improvements.

Section 8. Authorization. This Intergovernmental Agreement has been approved by actions taken by the governing bodies of the CITY and the DISTRICT. In such respective action, the undersigned were authorized and directed to execute this Agreement.

Section 9. Cancellation. To the extent applicable by provision of law, all Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511, as amended, the provisions of which are incorporated herein.

Section 10. Recording. This Intergovernmental Agreement shall become effective upon execution by the appropriate officials of each Party hereto and shall be recorded in the office of the Yuma County Recorder.

Section 11. Conflict of Interest. The Intergovernmental Agreement is subject to the conflict of interest provisions of the A.R.S. §38-511, as amended, the provisions of which are incorporated herein.

Section 12. Termination. This Intergovernmental Agreement shall terminate upon the completion of all actions necessary with regard to the PROJECT as described herein.

Section 13. Compliance with Law. The CITY and the DISTRICT must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

Section 14. Attorney Fees and Costs. If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party is entitled to reasonable attorney fees and costs.

Section 15. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

Section 16. Integration. This Intergovernmental Agreement contains the entire Agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

Section 17. No Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.

Section 18. Notices. All notices or demands upon any Party to this Agreement shall be in writing and all shall be delivered in person or sent by mail addressed as follows:

CITY
City of San Luis
PO Box 3750
San Luis, AZ 85349

DISTRICT
Yuma County Flood Control District
2351 W. 26th St.
Yuma, AZ 85364

Dated_____, 2021

Dated_____, 2021

CITY OF SAN LUIS

YUMA COUNTY FLOOD CONTROL DISTRICT

By_____

Gerardo Sanchez
Mayor

By_____

Marco "Tony" Reyes
Chairman, Board of Directors

ATTEST:

ATTEST:

_____

Sonia Cuello
City Clerk

_____

Susan K. Thorpe
County Administrator/Clerk of the Board

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
CITY OF SAN LUIS, ARIZONA
AND
YUMA COUNTY FLOOD CONTROL DISTRICT

RELATING TO
THE SAN LUIS RETENTION BASIN PUMP STATION

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of San Luis, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the San Luis City Charter, and the laws of the State of Arizona to the City of San Luis:

_____

Kay Marion Macuil, San Luis City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION
BETWEEN
CITY OF SAN LUIS
AND
YUMA COUNTY FLOOD CONTROL DISTRICT

RELATING TO
THE SAN LUIS RETENTION BASIN PUMP STATION

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney for the Yuma County Flood Control District, Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yuma County Flood Control District.

_____

Edward Feheley,
Flood Control District Attorney

Exhibit "A"
Project Vicinity Map - CIP #3.1803



YUMA COUNTY FLOOD CONTROL DISTRICT

STORM WATER RETENTION/DETENTION BASINS

A. SAN LUIS RETENTION BASIN PUMP STATION
B. SOMERTON STORM WATER RETENTION BASIN GATE BOX MODIFICATIONS
C. NORTH CENTRAL BASIN STORM WATER LIFT STATION

(C.I.P. # 3.1803)

FEBRUARY 2021

BOARD OF DIRECTORS

CHAIRMAN	Marco A. (Tony) Reyes
VICE-CHAIRMAN	Martin Porchas
MEMBER	Darren Simmons
MEMBER	Jonathan Lines
MEMBER	Lynne Pancrazi

YUMA COUNTY

COUNTY ADMINISTRATOR	Susan K. Thorpe
DIRECTOR / FLOOD CONTROL MANAGER	Chris Young, P.E.
PROJECT MANAGER	Jason Giard, P.E.



YCO-43

YUMA COUNTY FLOOD CONTROL DISTRICT

A. SAN LUIS RETENTION BASIN PUMP STATION
(C.I.P. # 3.1803)

FEBRUARY 2021

BOARD OF DIRECTORS	
CHAIRMAN	Marco A. (Tony) Reyes
VICE-CHAIRMAN	Martin Porchas
MEMBER	Darren Simmons
MEMBER	Jonathan Lines
MEMBER	Lynne Pancrazi

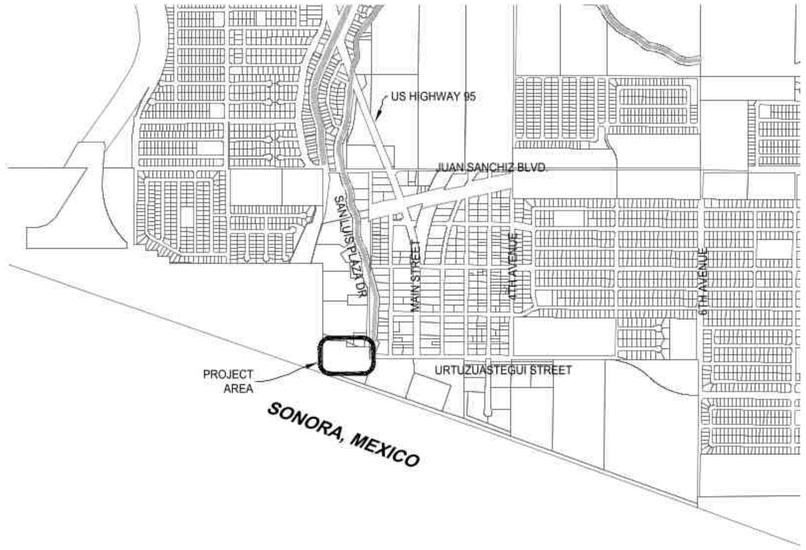
YUMA COUNTY	
COUNTY ADMINISTRATOR	Susan K. Thorpe
DIRECTOR / FLOOD CONTROL MANAGER	Chris Young, P.E.
PROJECT MANAGER	Jason Giard, P.E.

YCO-43



LOCATION MAP

NTS



PROJECT VICINITY MAP

SHEET INDEX

SHEET NUMBER:	TITLE:
T-1A	COVER SHEET
G-1A	PROJECT LOCATION, VICINITY MAP, & GENERAL NOTES
G-2A	LEGEND AND ABBREVIATIONS
P-1A	TOPOGRAPHIC SURVEY AND RETENTION BASIN SITE PLAN
P-2A	PUMP STATION SITE PLAN
D-1A	PUMP STATION DETAIL
D-2A	DETAILS
D-3A	DETAILS
E-1A	PUMP STATION ELECTRICAL SITE PLAN
E-2A	PUMP STATION ELECTRICAL ONE LINE DIAGRAM
E-3A	PUMP STATION ELECTRICAL CONTROL DIAGRAM
E-4A	PUMP STATION ELECTRICAL SPECIFICATIONS

PROJECT DESCRIPTION:

YUMA COUNTY FLOOD CONTROL DISTRICT CAPITAL IMPROVEMENT STORM DRAINAGE PROJECT. NEW STORM WATER PUMP STATION AND STORMWATER FORCE MAIN.

GENERAL NOTES:

1. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE TO AND IN COMPLIANCE WITH THE FOLLOWING DOCUMENTS AS APPLICABLE TO THE VARIOUS TYPES OF WORK REQUIRED:
   - PROJECT PLANS.
   - PROJECT MANUAL.
   - PUBLIC WORKS STANDARD FOR YUMA COUNTY VOLUMES I AND II
2. NOT ALL STANDARD DRAWINGS ARE INCLUDED HEREIN,STANDARD DRAWINGS LISTED BUT NOT SHOWN ARE INCLUDED BY REFERENCE.
3. UTILITY LOCATIONS ARE UNKNOWN OR APPROXIMATE ONLY. CONTRACTOR SHALL POTHOLE ALL POTENTIALLY CONFLICTING UTILITIES AT LEAST 7 DAYS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY UTILITIES THAT CONFLICT WITH THE DESIGN PLANS. THE POTHOLING SHALL BE CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO DIRECT PAYMENT WILL BE MADE FOR THIS WORK.
4. ALL CROSSING AND PARALLEL UTILITIES SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE SHOWN. CONTRACTOR SHALL COORDINATE WITH EACH UTILITY FOR PROPER PROTECTION, TEMPORARY RELOCATION, AND/OR REPLACEMENT. CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT AS NEEDED FOR EXISTING UTILITIES. IF OVERHEAD LINE POLES NEED BRACING AND THE OWNING UTILITY ELECTS TO BRACE THE POLE, THE CONTRACTOR SHALL PAY THE UTILITY FOR THE COST OF BRACING.
5. THE CONTRACTOR SHALL COORDINATE THE WORK WITH AFFECTED UTILITIES. THE UTILITY COMPANY CONTACTS ARE AS FOLLOWS.
   SOUTHWEST GAS (GAS): JIM LARSON 928-341-2604 AND 928-210-0477
   CENTURY LINK COMMUNICATIONS (TEL): ED ALUPAY 928-285-8512
   SPECTRUM (CATV): PLACIDO LOPEZ 928-783-4441, 760-250-2469
   APS (ELECTRIC): DANIEL ORTEGA 928-336-9809
   CITY OF SAN LUIS (WATER, SEWER, STORM DRAIN): EULOGIO VERA 928-941-6505

BENCHMARKS:

BM#1
FD BC LS 16810 RW PC
AT THE NORTH WEST CORNER OF SAN LUIS PLAZA DRIVE AND URTUZUASTEGUI STREET
NORTHING = 542550.267
EASTING = 380949.641
ELEVATION = 100.45

BM#2
FD USDOI BC WITH SURVEY FLAGGING
AT LEVEE ROAD ABOUT 375' SOUTH OF JUAN SANCHEZ BLVD. CENTERLINE ALIGNMENT
NORTHING = 544714.490
EASTING = 377497.450
ELEVATION = 99.01

BM#3
FD PK NAIL WITH WASHER LS 16810
AT JUAN SANCHEZ BLVD. AND MAIN DRAIN
NORTHING = 545079.663
EASTING = 380378.147
ELEVATION = 90.26

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602) 263-1100

YCO-43

REVISION	DATE	DESCRIPTION	APPROVED

DATE: FEBRUARY 11, 2021
DESIGN: TS
DRAWN: RC
CHECKED: JVD
-

Registered Professional Engineer Civil
CERTIFICATE NO.
28902
JAMES V.
DAVEY
ARIZONA, U.S.A.

YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

PROJECT LOCATION, VICINITY MAP, AND GENERAL NOTES

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH ST, SUITE 2 - YUMA, AZ 85364 - (928) 782-7926

SCALE: NTS	PROJ. NO.	G-1A
DWG. NO.		

ABBREVIATIONS

@	AT
AB	AGGREGATE BASE
ABC	AGGREGATE BASE COURSE
ABDN	ABANDONED
ABUTMT	ABUTMENT
AC	ASPHALTIC CONCRETE, ALUMINUM CAP, ASBESTOS CEMENT
ACI	AMERICAN CONCRETE INSTITUTE
ACP	ASBESTOS CEMENT PIPE
ADDL	ADDITIONAL
ADJ	ADJACENT, ADJUSTABLE
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
AFF	AT FINISH FLOOR
AG	AGRICULTURAL
AGGR	AGGREGATE
AISC	AMERICAN INSTITUE OF STEEL CONSTRUCTION
ALUM	ALUMINUM
ANG	ANGLE
APPRX.	APPROXIMATE, APPROXIMATELY
APS	ARIZONA PUBLIC SERVICE
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS
ASSY.	ASSEMBLY
AUTO	AUTOMATIC
AUX	AUXILIARY
AVE	AVENUE
AVG	AVERAGE
AWWA	AMERICAN WATER WORKS ASSOCIATION
BC	BRASS CAP/BACK CURB
BEG	BEGIN, BEGINNING
BF	BLIND FLANGE, BOTTOM FACE
BK	BACK
BLDG	BUILDING
BM	BENCHMARK
BOTT	BOTTOM
BRG	BEARING
BTWN	BETWEEN
BV	BALL VALVE, BUTTERFLY VALVE
BVC	BEGINNING OF VERTICAL CURVE
BW	BARBED WIRE
C/L	CHAINLINK
C, CONC	CONCRETE, CENTER
CAP	CAPACITY
CATV	CABLE TELEVISION
CB	CATCH BASIN
CCP	CONCRETE CYLINDER PIPE
CD	CROSS-DRAINAGE STRUCTURE
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CI	CAST IRON
CJ	CONSTRUCTION JOINT
	CENTERLINE
CLR	CLEAR, CLEARANCE
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNITS
C.O.	CLEANOUT
CO.	COUNTY
CONN	CONNECTION, CONNECT
CONST	CONSTRUCTION, CONSTRUCT
CONT	CONTINUOUS
COORD	COORDINATE
COY	CITY OF YUMA
CP	CONTROL POINTS
CPLG	COUPLING
CC,	CENTER TO CENTER
CTR	CENTER
CTRD	CENTERED
CU	CUBIC
CULV	CULVERT
CV	CHECK VALVE
CWS	CALCULATED WATER SURFACE
DW	DRIVEWAY
D	DEPTH
DBL	DOUBLE
DC	DEPRESSED CURB
DEG	DEGREE
DEMO	DEMOLITION
DG	DOWN GUY
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DISCH	DISCHARGE
DOI	U.S. DEPARTMENT OF THE INTERIOR
DN	DOWN
DR	DRIVE
DW	DRIVEWAY
DWG	DRAWING
DWS	DESIGN WATER SURFACE
E	EAST, ELECTRIC
EA	EACH
EASE	EASEMENT
EB	EASTBOUND
ECC	ECCENTRIC
EF	EACH FACE
EG, EX, GR	EXISTING GRADE
EL, ELEC	ELECTRIC, ELECTRICAL
ELB	ELBOW
ELEV	ELEVATION
ENGR	ENGINEER
EP	EDGE OF PAVEMENT
EQPMT	EQUIPMENT
EVC	END OF VERTICAL CURVE
E/W	EACH WAY
EX., EXIST.	EXISTING
EXP	EXPOSED
EXP JT	EXPANSION JOINT
FAB	FABRICATION
FC	FLEXIBLE COUPLING
FCA	FLANGED COUPLING ADAPTER
FD	FOUND
F.D.C.	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
F.F.	FINISHED FLOOR ELEVATION
FG	FINISH GRADE
FH	FIRE HYDRANT
FIG.	FIGURE
FL	FLOW LINE
FLEX	FLEXIBLE
FLG	FLANGE
FLR	FLOOR
F.O.	FIBER OPTIC
FOW	FACE OF WALL
FT	FOOT, FEET
FTG	FOOTING, FILLING
FWD	FORWARD
G	GAS
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
G. I.	GALVANIZED IRON
G.S.	GALVANIZED STEEL
GB	GRADE BREAK
GC	GROOVED COUPLING
GND	GROUND
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GRTG	GRATING
GSP	GALVANIZED STEEL PIPE
GSRBM	GILA & SALT RIVER BASE & MERIDIAN
GT, GTR	GUTTER
GV	GATE VALVE, GAS VALVE
HC	HANDICAPPED
HB	HOSE BIB
HDPE	HIGH DENSITY POLYETHYLENE
HDWR	HARDWARE
HDWL	HEADWALL
HGL	HYDRAULIC GRADE LINE
HGT	HEIGHT
HH	HAND HOLE
HORIZ	HORIZONTAL
HP	HORSEPOWER
HWS	HIGH WATER SURFACE
HWY	HIGHWAY
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IF	INSIDE FACE
IN.	INCH
INSTM	INSTRUMENTATION
INSUL	INSULATE
INT	INTERIOR
INV.	INVERT
IRR	IRRIGATION
JT	JOINT
L	LENGTH
LAT	LATERAL
LB	POUND
LF	LINEAR FEET
LH	LEFT HAND
LN	LANE
LR	LONG RADIUS
LS	LAND SURVEYOR
LT	LIGHT, LEFT
L/G	LIP OF GUTTER
M	MEASURED
MAINT	MAINTENANCE, MAINTAIN
MATL	MATERIAL
MAX	MAXIMUM
MB	MAIL BOX
MCC	MOTOR CONTROL CENTER
MECH	MECHANICAL
MFR	MANUFACTURER
MH	MANHOLE
M&I	MUNICIPAL AND INDUSTRIAL
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MO	MONTH
MON	MONUMENT
MTD	WALL MOUNTED
MTG	MOUNTING
MTL	METAL
MW	MONITORING WELL
MWS	MAXIMUM WATER SURFACE
N/A	NOT APPLICABLE
N	NORTH
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NB	NORTHBOUND
NE	NORTHEAST
NIC	NOT IN CONTRACT
NO.	NUMBER
NOM	NOMINAL
NORM	NORMAL
NPT	NATIONAL PIPE THREAD
NTS	NOT TO SCALE
NW	NORTHWEST
NWS	NORMAL WATER SURFACE
O/H	OVERHEAD
O&M	OPERATION & MAINTENANCE
OC	ON CENTER
OD	OUTSIDE DIAMTER
OF	OUTSIDE FACE, OVERFLOW
OPNG	OPENING
OPP	OPPOSITE
O TO O	OUT TO OUT
OVFL	OVERFLOW
P&ID	PROCESS AND INSTRUMENTATION DIAGRAM
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONC, POINT OF COMMAND CURVATURE
PE	POLYETHYLENE
PERM	PERMANENT
PI	POINT OF INTERSECTION
PJF	PREMOLDED JOINT FILLER
PL	PROPERTY LINE
POB	POINT OF BEGINNING
POC	POINT OF CURVATURE
POE	POINT OF ENDING
POT	POINT OF TANGENT
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PREFAB	PREFABRICATED
PRESS.	PRESSURE
PRI	PRIMARY
PROP	PROPERTY
PS	PUMP STATION, PRESSURE SWITCH
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH, GAUGE
PT	POINT, POINT OF TANGENCY
PV	PLUG VALVE, PRESSURE VALVE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENCY
Q	FLOW RATE (CFS)
QUAD	QUADRANT
QTY	QUANTITY
ROW	RIGHT OF WAY
R	RECORD, RIGHT, RANGE
RAD	RADIUS
RB	REBAR
RC	REINFORCED CONCRETE
R.C.&G.	ROLL CURB AND GUTTER
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RED	REDUCER
REF	REFER, REFERENCE
REHAB	REHABILITATED, REHABILITATION
REINF	REINFORCE, REINFORCED, REINFORCING
REQD	REQUIRED
RESIL	RESILIENT
RGRCP	RUBBER GASKET REINFORCED CONCRETE PIPE
RM	ROOM
RR	RAILROAD
RTN	RETURN
S	SEWER, SOUTH
SB	SOIL BORING, SOUTHBOUND
SCHED	SCHEDULE
SD	STORM DRAIN
SDP	USBR SLUDGE DISPOSAL PIPELINE
SE	SOUTHEAST
SEC	SECTION
SF	SQUARE FEET
SH	SHEET
SIM§	SIMILAR
SL,	SECTION LINE, SURVEY LINE, STREET LIGHT
SMH	SEWER MANHOLE
SP	SPACE, SPACES
SPEC	SPECIFICATIONS
SPEC'D	SPECIFIED
SPLY	SUPPLY
SQ	SQUARE
SS	SANITARY SEWER
SST, SS	STAINLESS STEEL
ST	STREET
STA	STATION
STD	STANDARD
STL	STEEL
STRL	STRUCTURAL
STRUCT	STRUCTURE
SUSP	SUSPEND
SW	SOUTHWEST
SYMM	SYMMETRICAL
T	TANGENT, TOWNSHIP, TELEPHONE
T&B	TOP AND BOTTOM
TB	THRUST BLOCK
TBM	TEMPORARY BENCH MARK
TC	TOP OF CONCRETE, TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
TDH	TOTAL DYNAMIC HEAD
TECH	TECHNICAL
TEL	TELEPHONE
TEMP	TEMPORARY
TF	TOP FACE
THD	THREAD
THK	THICK
THRD	THREADED
TMH	TELEPHONE MANHOLE
T.O.	TOP OF, TURNOUT
TOB	TOP OF BANK
TOL	TOP OF LINING
TOP	TOP OF PIPE
TORL	TOP OF RAISED LINING
TP	TELEPHONE POLE, TEST PIT, TURNING POINT
TPI	TURNOUT POINT OF INTERSECTION
TRANS	TRANSITION
TRS	TRAFFIC SIGNAL
TS	TRAFFIC SIGN, TOP OF SLOPE
TW	TOP OF WALL
TYP.	TYPICAL
U/G	UNDERGROUND
UBC	UNIFORM BUILDING CODE
UNK	UNKNOWN
UNO	UNLESS NOTED OTHERWISE
USBR	UNITED STATES BUREAU OF RECLAMATION
VC	VERTICAL CURVE
V.C.&G.	VERTICAL CURVE AND GUTTER
VG	VALLEY GUTTER
VERT	VERTICAL
VOL	VOLUME
VPI	VERTICAL POINT OF INTERSECTION
VTR	VENT THRU ROOF
W/	WITH
W	WATER, WEST
WB	WESTBOUND
WI	WROUGHT IRON
WM	WATER METER
WMIDD	WELLTON MOHAWK IRRIGATION AND DRAINAGE DISTRICT
WS	WATER STOP, WATER SURFACE
WSEL	WATER SURFACE ELEVATION
WSP	WELDED STEEL PIPE
WWF	WELDED WIRE FABRIC
WV	WATER VALVE
XFMR	ELECTRICAL TRANSFORMER
YC	YUMA COUNTY
YCWUA	YUMA COUNTY WATER USERS' ASSOCIATION
YD	YARD
YID	YUMA IRRIGATION DISTRICT
YMC	YUMA MESA CONDUIT
YMIDD	YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
YR	YEAR

NOTES:

1) THIS IS A STANDARD ABBREVIATION AND LEGEND SHEET; THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE DRAWINGS.

2) CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED OR REFER TO 'ABBREVIATIONS FOR USE ON DRAWINGS AND TEXT' PUBLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).

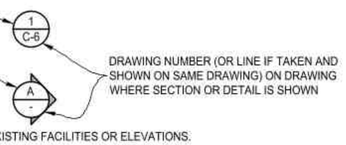
LEGEND

- NEW DRIVEWAY ENTRANCE WITH DEPRESSED CURB (D.C.) (20' D.C.)
- EXIST. DRIVEWAY ENTRANCE/ HANDICAP RAMP
- EXIST./NEW STRUCTURE
- EXIST. ASPHALT PAVEMENT
- NEW ASPHALT PVMT. AS NOTED
- EXIST. CONST. TO BE REMOVED
- NEW CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- EXIST. CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- NEW VERTICAL CURB & GUTTER (VC&G)
- EXIST. VERTICAL CURB & GUTTER (VC&G)
- NEW ROLL CURB & GUTTER (RC&G)
- EXIST. ROLL CURB & GUTTER (RC&G)
- NEW CONCRETE VALLEY GUTTER
- EXIST. CONCRETE VALLEY GUTTER
- GUTTER CATCH BASIN
- FLUSH CATCH BASIN
- EXIST./NEW PROPERTY LINE – P
- EXIST./NEW CENTER LINE – ℄
- EXIST./NEW RIGHT-OF-WAY LINE – R/W
- EXIST./NEW WOOD FENCE
- EXIST./NEW WIRE FENCE
- EXIST./NEW MASONRY FENCE
- EXIST./NEW CHAIN LINK FENCE
- EXIST./NEW WROUGHT IRON FENCE
- NEW DITCH AS NOTED
- EXIST. DITCH AS NOTED
- NEW IRRIGATION OR STORM DRAIN PIPE (IRR)
- EXIST. IRRIGATION OR STORM DRAIN PIPE (IRR)
- EXIST. STAND PIPE
- NEW STAND PIPE
- EXIST. IRRIGATION OR DRAINAGE JUNCTION BOX
- NEW IRRIGATION OR DRAINAGE JUNCTION BOX
- EXIST./NEW IRRIGATION/SPRINKLER VALVE
- EXIST. SANITARY SEWER PIPE (S)
- NEW SANITARY SEWER PIPE (S)
- EXIST. SANITARY CLEAN OUT (CO)
- NEW SANITARY CLEAN OUT (CO)
- EXIST. MANHOLE AS NOTED
- EXIST. MANHOLE TO BE BROUGHT TO GRADE
- NEW MANHOLE
- DRAINAGE DIVIDE
- EXIST. SLOPES
- NEW SLOPES
- EXIST. ELEVATION (100.00)
- NEW ELEVATION (100.00)
- EXIST. GAS LINE (G)
- NEW GAS LINE (G)
- EXIST./NEW DOWN GUY
- EXIST. POWER POLE
- NEW POWER POLE
- EXIST. TELEPHONE POLE
- NEW TELEPHONE POLE
- EXIST. TRAFFIC SIGNAL (T.S.)
- NEW TRAFFIC SIGNAL
- EXIST. LIGHT POLE (L.P.)
- NEW LIGHT POLE
- EXIST. WATER LINE (W)
- NEW WATER LINE (W)
- EXIST. END CAP W/ BLOW-OFF
- NEW END CAP W/ BLOW-OFF
- EXIST. FIRE HYDRANT (F.H.)
- NEW FIRE HYDRANT
- EXIST. FIRE DEPARTMENT CONNECTION (F.D.C.)
- NEW FIRE DEPARTMENT CONNECTION
- EXIST. VALVE
- EXIST. VALVE TO BE BROUGHT TO GRADE
- NEW VALVE & VALVE BOX
- EXIST. THRUST BLOCK
- NEW THRUST BLOCK
- NEW WATER METER BOX (WM)
- EXIST. WATER METER BOX (W.M.)
- EXIST. W.M. BOX TO BE RELOCATED (WM)
- EXIST. TRAFFIC SIGN
- NEW TRAFFIC SIGN
- EXIST. STREET SIGN
- NEW STREET SIGN
- EXIST. STREET LIGHT
- NEW STREET LIGHT
- EXIST./NEW BARRICADE
- ROCK RIPRAP (AS NOTED)
- EXIST. TREE, PALM OR SHRUB
- EXIST. TREE, PALM OR SHRUB TO BE REMOVED
- EXIST. HEDGE (AS NOTED)
- EXIST. STORM DRAIN PIPE (SD)
- NEW STORM DRAIN PIPE (SD)
- EXIST. MAIL BOX
- EXIST. MAIL BOX TO BE RE-SET
- EXIST. SURVEY MONUMENT & COVER
- NEW SURVEY MONUMENT & COVER NO. 4-040 OR 4-050
- EXIST. SURVEY MONUMENT COVER TO BE BROUGHT TO GRADE
- NEW SURVEY MONUMENT, AS NOTED
- NEW SURVEY MONUMENT No. 4-080
- FOUND SURVEY MONUMENT
- SURVEY CONTROL POINT (CP10)
- PROJECT BENCH MARK/TEMPORARY BENCHMARK
- NEW CONSTRUCTION NOTE (20)
- REMOVAL NOTE (15)

SECTION AND DETAIL STANDARDS:

DETAIL (NUMERAL) DESIGNATION ON DRAWING WHERE DETAIL IS TAKEN

SECTION (LETTER) DESIGNATION ON DRAWING WHERE SECTION IS TAKEN. ARROW INDICATES DIRECTION OF SECTION



DRAWING NUMBER (OR LINE IF TAKEN AND SHOWN ON SAME DRAWING) ON DRAWING WHERE SECTION OR DETAIL IS SHOWN

SCREENING:

SCREENED ELEMENTS ON AREA MAPPING REPRESENT EXISTING FACILITIES OR ELEVATIONS.

SCREENED BACKGROUNDS ON OTHER DRAWINGS CAN REPRESENT EXISTING FACILITIES OR FACILITIES TO BE CONSTRUCTED UNDER THIS CONTRACT, WHICH, IF DRAWN IN SOLID LINES, WOULD OBSCURE THE PARTICULAR DETAILS BEING SHOWN. CONSULT THE ENGINEER IF SCREENING OF ANY ELEMENTS IS NOT SELF-EXPLANATORY.

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County (602) 263-1100

STANDARD DETAILS:

STANDARD DETAIL CALLOUTS ARE SHOWN TO INDICATE DETAIL REQUIRED AT SPECIFIC LOCATIONS. AT ALL LOCATIONS WHERE A STANDARD DETAIL CALLOUT IS NOT SHOWN, THE CONTRACTOR SHALL USE THE STANDARD DETAIL MOST APPLICABLE AND CONSISTENT WITH OTHER WORK UNDER THIS CONTRACT.

YCO-43

REVISION	DATE	DESCRIPTION	APPROVED

DATE: FEBRUARY 11, 2021
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Registered Professional Engineer (Civil) CERTIFICATE NO. 28902 JAMES V. DAVEY Date Signed 2/11/21 ARIZONA, U.S.A.

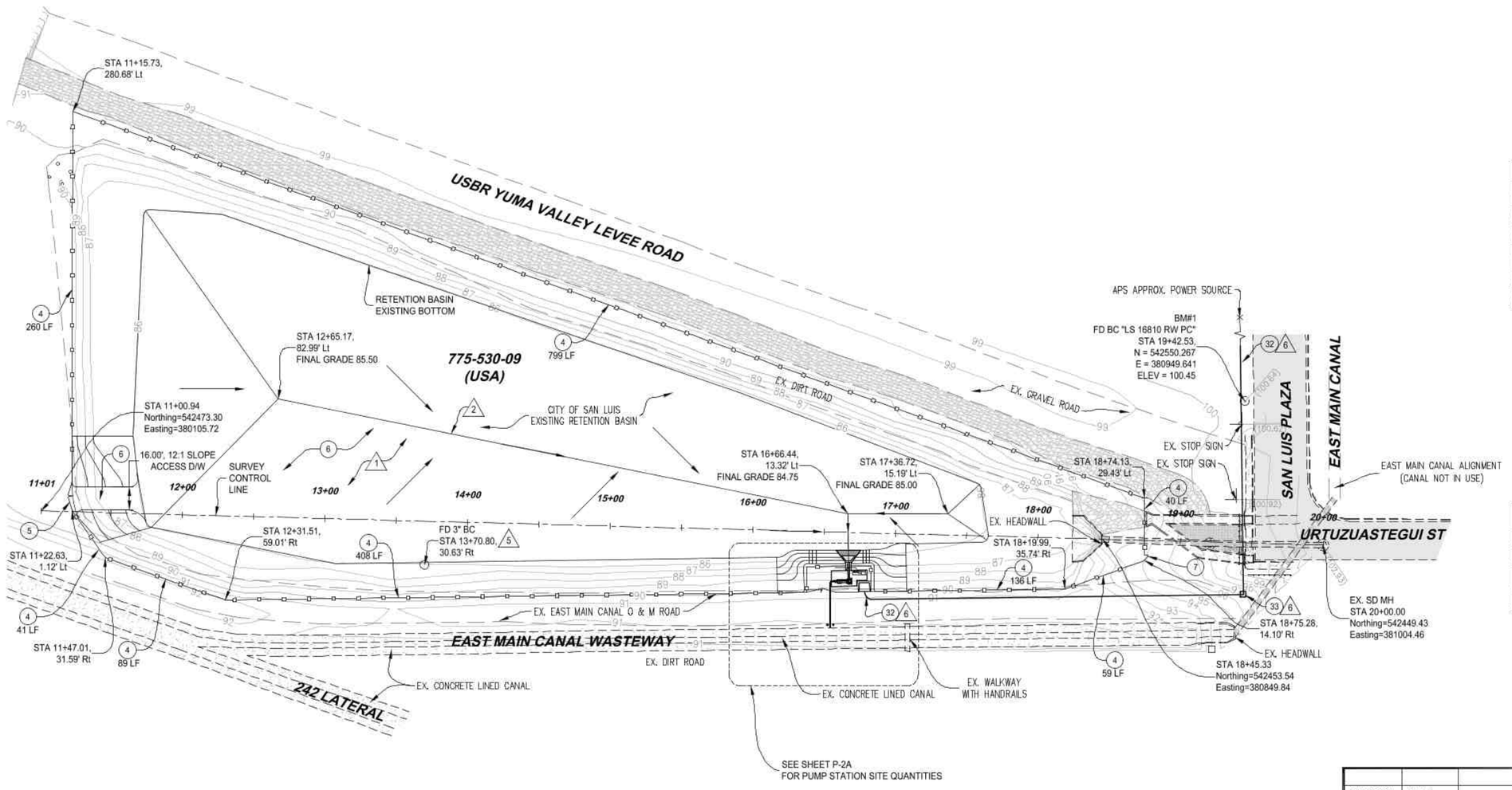
YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

LEGEND AND ABBREVIATIONS

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH ST, SUITE 2 - YUMA, AZ 85364 - (928) 782-7926

SCALE: NTS	PROJ. NO.	G-2A
DWG. NO.		



N

0 40' 80'

SCALE: 1" = 40'

	CONSTRUCTION NOTES	U/M	QTY
4	6' CHAINLINK FENCE (YUMA COUNTY STD NO. 3-320)	LF	1832
5	20' CHAINLINK FENCE DOUBLE GATE (YUMA COUNTY STD NO. 3-320)	EA	1
6	RETENTION BASIN GRADING	LS	1
7	6' X 4' CHAINLINK FENCE PEDESTRIAN GATE (YUMA COUNTY STD. No. 3-320)	EA	1
32	ELECTRIC CONDUIT (2 1/2" SCHEDULE 40 PVC WITH PULL CORD), WIRE BY APS	LF	550
33	APS LIGHT DUTY PULL BOX - PROVIDED BY APS AND INSTALLED BY CONTRACTOR	EA	1

GENERAL NOTES	
1	GRADE RETENTION BASIN MATCHING EXISTING RETENTION BASIN SLOPES (TYP.)
2	REGRADE RETENTION BASIN TO DRAIN TO NEW INLET HEADWALL (TYP.)
5	PROTECT-IN-PLACE EXISTING SURVEY MONUMENT
6	APPROXIMATE LOCATION OF ELECTRICAL SERVICE CONDUIT WITH PULL CORD (SEE APS PLANS)

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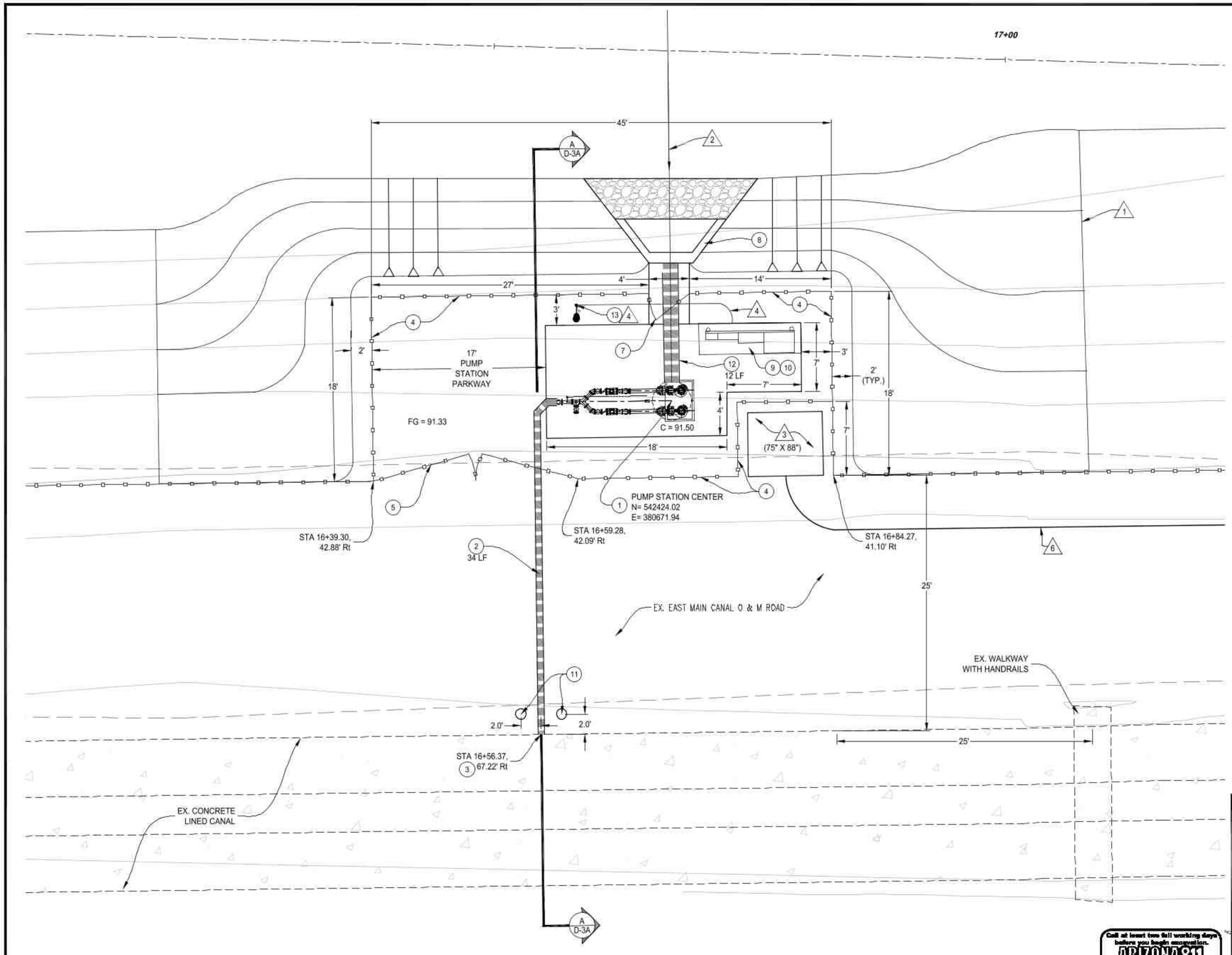
YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

TOPOGRAPHIC SURVEY
AND RETENTION BASIN SITE PLAN

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH ST, SUITE 2 - YUMA, AZ 85364 - (928) 782-7926

SCALE: NTS	PROJ. NO.	P-1A
DWG. NO.		



	CONSTRUCTION NOTES	U/M	QTY
1	PUMP STATION (1 / D-1A)	LS	1
2	8" Ø C-900 PVC STORMWATER FORCEMAIN	LF	34
3	CONNECT TO EX. EAST MAIN CANAL WASTEWAY (CONC. LINED CANAL) (1 / D-3A)	LS	1
4	6' CHAINLINK FENCE (YUMA COUNTY STD NO. 3-320)	LF	109
5	20' CHAINLINK FENCE DOUBLE GATE (YUMA COUNTY STD NO. 3-320)	EA	1
7	6' X 4' CHAINLINK FENCE PEDESTRIAN GATE (YUMA COUNTY STD. No. 3-320)	EA	1
8	INLET HEADWALL WITH 18" WATERMAN C-10 CANAL GATE (1 / D-2A)	EA	1
9	ELECTRICAL EQUIPMENT MOTOR AND CONTROL CABINET	LS	1
10	ELECTRICAL EQUIPMENT SHADE STRUCTURE (2 / D-3A)	LS	1
11	6" Ø PIPE BOLLARDS (H=3')	EA	2
12	18" Ø CL-III, D-1350, RGRCP STORM DRAIN	LF	12
13	AREA LIGHT POLE WITH LUMINAIRE (COMPLETE ASSEMBLY)	LS	1

	GENERAL NOTES
1	GRADE RETENTION BASIN MATCHING EXISTING RETENTION BASIN SLOPES (TYP.)
2	REGRADE RETENTION BASIN TO DRAIN TO NEW INLET HEADWALL (TYP.)
3	75"X88" CONC. PAD FOR APS TRANSFORMER. MAINTAIN 12" CLR. FROM C/L FENCE TO CONC. PAD
4	APPROXIMATE LOCATION OF LIGHT POLE (COMPLETE ASSEMBLY), INCLUDING AREA LIGHT/LUMINAIRE, POLE, CONDUIT, AND WIRE. SEE ELECTRICAL PLANS.
6	APPROXIMATE LOCATION OF ELECTRICAL SERVICE CONDUIT WITH PULL CORD (SEE APS PLANS)

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Professional Engineers Certificate No. 28002 JAMES V. DAVEY Date Expires 6/30/22 ARIZONA, U.S.A.

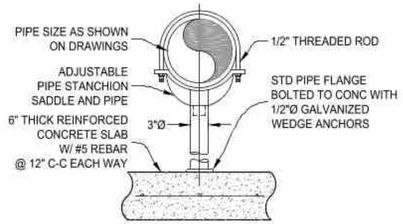
YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

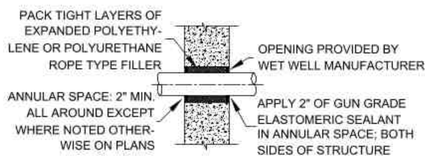
PUMP STATION SITE PLAN

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH ST, SUITE 2 - YUMA, AZ 85364 - (928) 782-7926

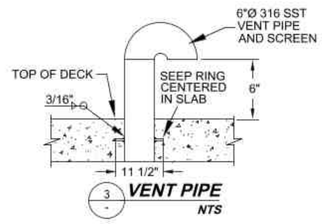
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DWG. NO.		



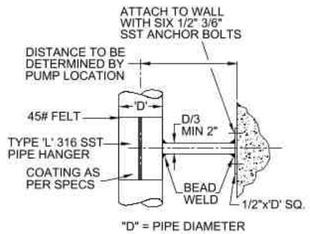
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NTS



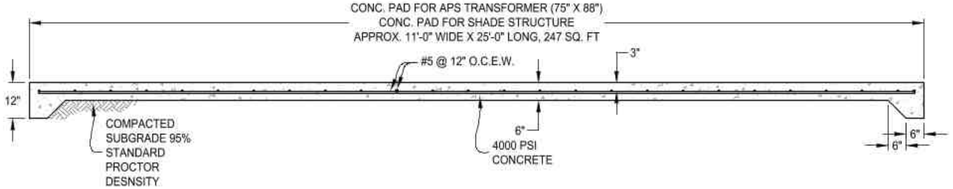
2 - **WALL PENETRATION**
NTS



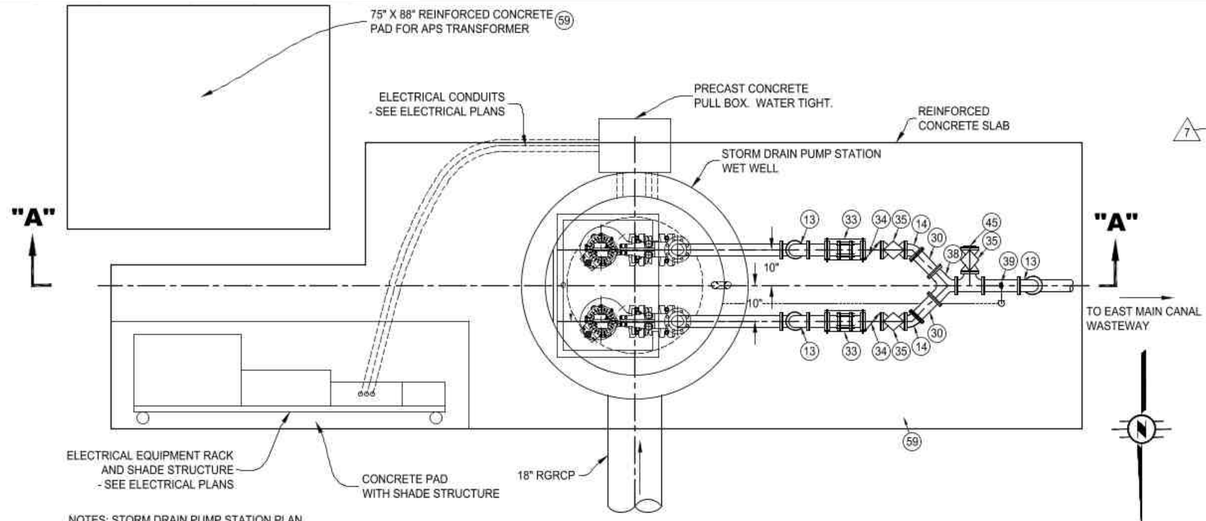
3 - **VENT PIPE**
NTS



4 - **PIPE SWAY BRACE**
NTS

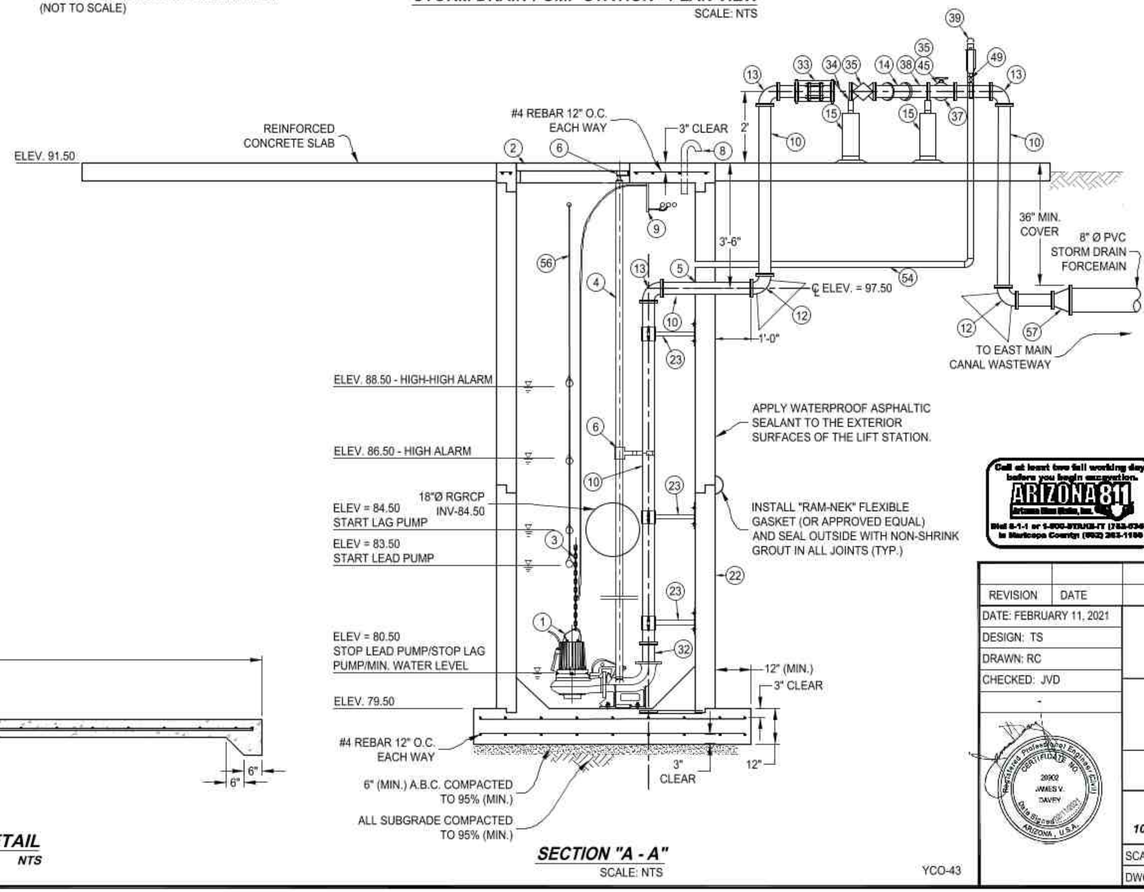


5 - **REINFORCED CONCRETE PAD DETAIL**
NTS



NOTES: STORM DRAIN PUMP STATION PLAN AND PROFILE VIEW DRAWN SCHEMATICALLY (NOT TO SCALE)

STORM DRAIN PUMP STATION - PLAN VIEW
SCALE: NTS



SECTION "A - A"
SCALE: NTS

YCO-43

7

PUMP STATION CONSTRUCTION NOTES	
1	SUBMERSIBLE PUMP, 10 HP MOTOR, 460 V FLYGHT NP - 3127 X 426
2	ALUMINUM HATCH COVER 3'0"X4'-0" CLEAR OPENING EMBEDDED IN CONCRETE COVER. FLYGT MODEL FDRND-12AOSH SAFE-HATCH OR EQUAL
3	LIFTING CABLE ATTACHMENT PER PUMP MANUFACTURER. (316 SST)
4	INTERMEDIATE GUIDE BAR PER PUMP MANUFACTURER. (316 SST)
5	WALL PENETRATION, (TYPICAL) (2/-)
6	GUIDE RAIL BRACKETS PER PUMP MANUFACTURER. (316 SST)
8	6" (316 SST) VENT PIPE WITH STAINLESS STEEL INSECT SCREEN (3/-)
9	U-SHAPED CABLE HANGER MADE FROM 1/2" 316 SST PIPE (INCL. STRAPS).
10	6" FLANGED SPOOL (DIP)
12	6" FLANGED 90° BEND (DIP) WITH THRUST BLOCK
13	6" FLANGED 90° BEND (DIP)
14	6" FLANGED 45° BEND (DIP)
15	ADJUSTABLE PIPE SADDLE SUPPORT (1/-)
22	72-INCH (INSIDE DIAMETER) CLASS III RGRCP OR EQUIVALENT MANHOLE STRUCTURE WITH BASE AND COVER (OR APPROVED EQUAL).
23	PIPE SWAY BRACE (4/-)
26	1" SCH. 40 PVC PIPE FOR ULTRASONIC LEVEL SENSOR (BORE WALL)
32	DIP REDUCER-VARIFY SIZE AND NEED WITH PUMP SUPPLIER.
33	6" DRESSER COUPLING WITH HARNESS PER AWWA M-11. EXTEND 2 BOLTS TO FLANGES. FLXPE PIPE SECTIONS
34	6" FLANGED CHECK VALVE WITH INDICATOR ARM.
35	6" FLANGED GATE VALVE WITH O. S. & Y.
37	6" X 6" X 6" TEE (DIP)
38	6" X 6" X 6" FLANGED WYE (DIP)
39	2" AIR RELEASE VALVE (APCO MODEL 402, OR APPROVED EQUAL)
45	6" BLIND FLANGE
49	2" BRONZE BALL VALVE WITH BRONZE NIPPLE
54	1"Ø GALV. IRON PIPE (ABOVE GROUND)/SCH. 40 PVC PIPE (BELOW GROUND) FROM ARV TO WET WELL
56	FLOAT SWITCH (EMERGENCY HIGH WATER ALARM) MERCURY FLOAT SWITCHES (TYP. OF 4)
57	6" TO 8" REDUCER DIP WITH THRUST BLOCK
59	REINFORCED CONCRETE PAD FOR APS TRANSFORMER AND SHADE STRUCTURE

GENERAL NOTES	
7	ALL ITEMS LISTED IN THE CONSTRUCTION NOTES ON THIS SHEET ARE INCLUDED IN BID ITEM SAN LUIS STORM DRAIN PUMP STATION (SHEET D-1A).

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REVISION	DATE	DESCRIPTION	APPROVED
DATE: FEBRUARY 11, 2021			
DESIGN: TS			
DRAWN: RC			
CHECKED: JVD			
-			

Registered Professional Engineer Certificate No. 28902 JAMES V. DAVEY Date Registered 12/31/19 ARIZONA, U.S.A.

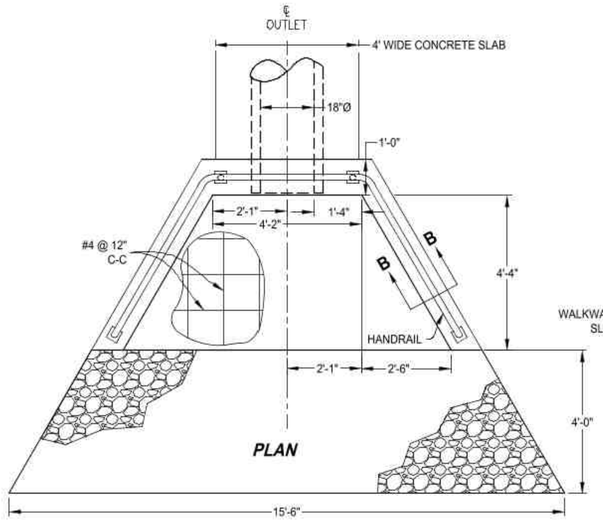
YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

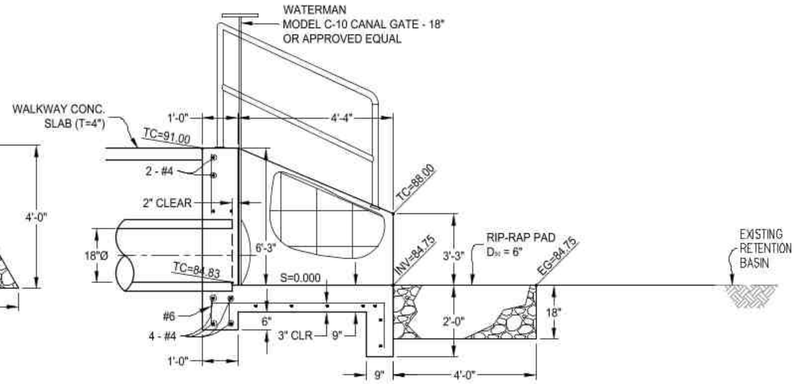
PUMP STATION DETAIL

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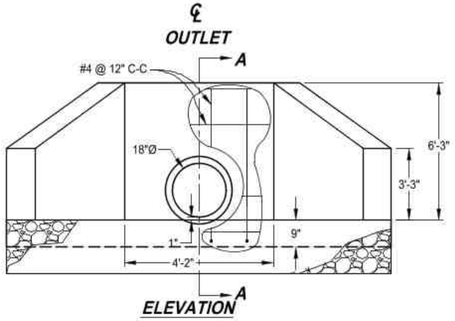
SCALE: NTS	PROJ. NO.	D-1A
DWG. NO.		



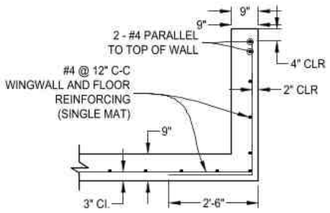
PLAN



SECTION A-A

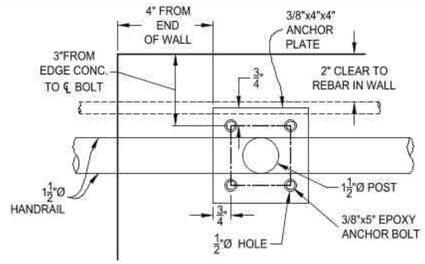


ELEVATION

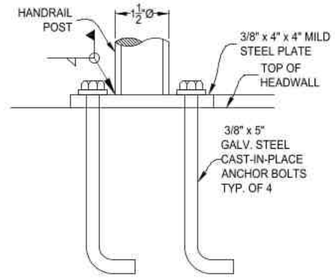


SECTION B-B

1 - **INLET HEADWALL WITH GATE VALVE**
SCALE = N.T.S



2 - **HANDRAIL ANCHOR PLATE DETAIL**
SCALE - NTS

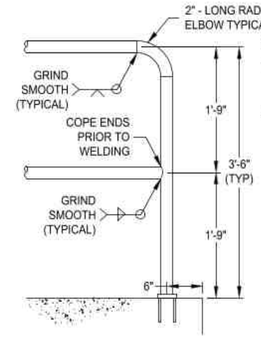


3 - **TYPICAL HANDRAIL ANCHOR CONNECTION**
SCALE - 1/2"=1"

NOTES:

1. ALL HANDRAIL & ANCHOR PLATES SHALL BE FABRICATED AND THEN BLAST CLEANED TO NEAR WHITE AND COATED WITH A MINIMUM OF 12 MILS OF INDUSTRON RUST RESISTANT ENAMEL PAINT. COLOR SHALL BE SAFETY YELLOW.

   ANCHOR PLATES SHALL BE COATED TOP, SIDES, AND BOTTOM.



NOTES:

1. 1-1/2" ROUND TUBE STEEL (ASTM A 53) COATED AFTER FABRICATION.
2. CONTRACTOR SHALL VERIFY ALL CONCRETE DIMENSIONS PRIOR TO FABRICATING HANDRAILS AND GRATING.

4 - **HANDRAIL DETAILS**
SCALE - 1/2"=1"

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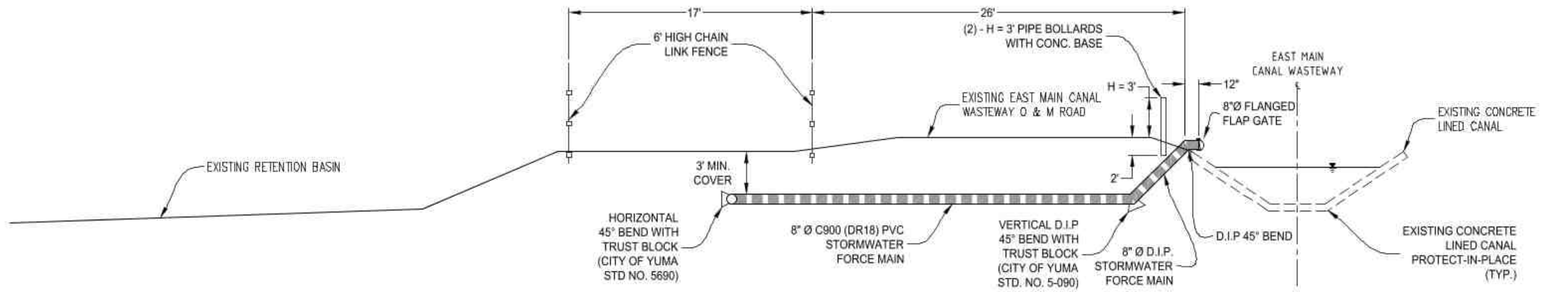
YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

DETAILS

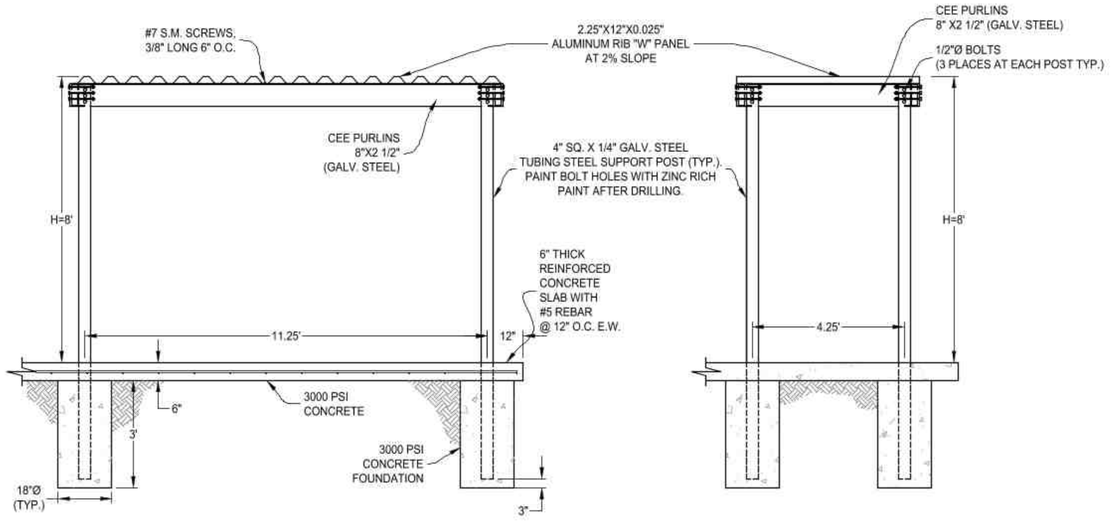
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SCALE: NTS	PROJ. NO.	D-2A
DWG. NO.		



SECTION A-A (1 / -) ***CONNECT TO EX. EAST MAIN WASTEWAY (CONCRETE CANAL)***

SCALE: 1" = 5'



(2 / -) ***ELECTRICAL EQUIPMENT SHADE STRUCTURE***

SCALE: 1" = 2'

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YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

DETAILS

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH ST, SUITE 2 - YUMA, AZ 85364 - (928) 782-7926

SCALE: NTS	PROJ. NO.	D-3A
DWG. NO.		

ELECTRICAL GENERAL NOTES:

1. ALL MATERIALS AND WORKMANSHIP TO BE NEW AND OF FIRST RATE QUALITY. MATERIALS TO BE UL LISTED AND APPROVED. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN COMPLIANCE WITH THE CURRENT ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE AND ANY OTHER STATE AND LOCAL APPLICABLE CODES.

2. ALL CEILING, FLOOR, AND WALL PENETRATIONS SHALL BE CAULKED/SEALED TO PRESERVE FIRE RATINGS AND WATER PROOF INTEGRITY. FIRESTOPPING OF PENETRATIONS THROUGH FIRE RATED FLOORS, CEILINGS & WALLS SHALL BE IN ACCORDANCE WITH IBC & UL AND AS REQUIRED BY THE FIRESTOPPING MANUFACTURER FOR THE CONSTRUCTION TYPE & FIRE RATING SPECIFIED. THE FIRESTOPPING SYSTEM SHALL BE LISTED AND TESTED TO UL-1479 & ASTM E-814. INSTALL IN STRICT COMPLIANCE WITH THE MANUFACTURER INSTRUCTIONS.

3. ALL ELECTRICAL CONDUCTORS SHALL BE COPPER, 90 DEGREE C TEMPERATURE RATING, MINIMUM SIZE IS NO. 12 AWG. ALL WIRING SHALL BE IN CONDUIT UNLESS OTHERWISE NOTED ON THE DRAWINGS. UNDERGROUND CONDUCTORS MUST BE RATED FOR 90 DEGREE C AS DEFINED FOR "WET LOCATION" BY THE NEC UNLESS NOTED OTHERWISE.

4.a. ALL CONDUIT SHALL BE METALLIC ELECTRICAL CONDUIT UNLESS NOTED OTHERWISE ON THE DRAWINGS. MINIMUM SIZE CONDUIT IS 1/2".

b. UNDERGROUND CONDUIT SHALL BE MINIMUM OF SCHEDULE 40 PVC, 90 DEGREE C. RATED WITH MINIMUM OF TRENCH COVER PER NEC TABLE 300-5. ALL UNDERGROUND JUNCTION/PULL BOXES SHALL BE RATED THE SAME AS THE ASSOCIATED CONDUIT, MINIMUM SIZE UNDERGROUND CONDUIT IS 3/4".

5. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF CONDUIT, WIRING, ELECTRICAL EQUIPMENT AND ASSOCIATED HARDWARE WITH THE INSTALLATION OF THE MECHANICAL EQUIPMENT AND OTHER TRADES. SEE THE CIVIL PLANS FOR EXACT LOCATIONS.

6. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND INSTALLATION OF SERVING ELECTRICAL TELEPHONE/TV COMPANY CONDUIT SYSTEMS AND SERVICE EQUIPMENT. UNDERGROUND TRENCH LOCATIONS SHOWN ARE APPROXIMATE AND MUST BE VERIFIED BY THE SERVING UTILITY. CONTACT WITH THE SERVING UTILITIES IS REQUIRED PRIOR TO INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR EXISTING FIELD CONDITIONS AND PROVIDING A FULL FUNCTIONING ELECTRICAL SYSTEM.

7. ALL LIGHT FIXTURES, RECEPTACLE AND JUNCTION BOXES, PANEL BOARDS AND ALL OTHER METALLIC ELECTRICAL APPLIANCES AND DEVICES MUST BE GROUNDED AS REQUIRED BY SECTION 250 OF THE NATIONAL ELECTRICAL CODE.

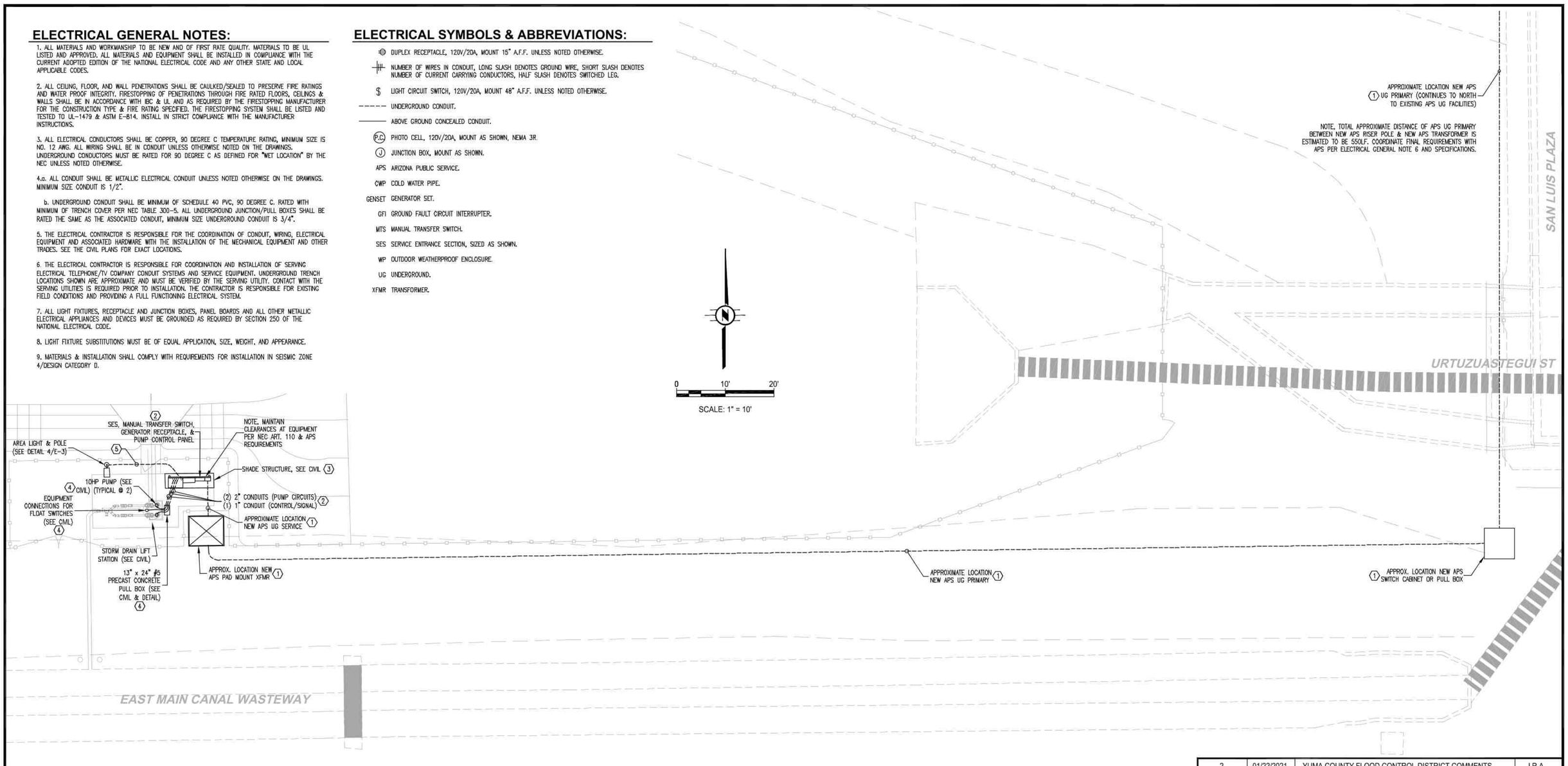
8. LIGHT FIXTURE SUBSTITUTIONS MUST BE OF EQUAL APPLICATION, SIZE, WEIGHT, AND APPEARANCE.

9. MATERIALS & INSTALLATION SHALL COMPLY WITH REQUIREMENTS FOR INSTALLATION IN SEISMIC ZONE 4/DESIGN CATEGORY D.

ELECTRICAL SYMBOLS & ABBREVIATIONS:

- ⊖ DUPLEX RECEPTACLE, 120V/20A, MOUNT 15" A.F.F. UNLESS NOTED OTHERWISE.
- NUMBER OF WIRES IN CONDUIT, LONG SLASH DENOTES GROUND WIRE, SHORT SLASH DENOTES NUMBER OF CURRENT CARRYING CONDUCTORS, HALF SLASH DENOTES SWITCHED LEG.
- $ LIGHT CIRCUIT SWITCH, 120V/20A, MOUNT 48" A.F.F. UNLESS NOTED OTHERWISE.
- ----- UNDERGROUND CONDUIT.
- ——— ABOVE GROUND CONCEALED CONDUIT.
- (P.C.) PHOTO CELL, 120V/20A, MOUNT AS SHOWN, NEMA 3R.
- (J) JUNCTION BOX, MOUNT AS SHOWN.
- APS ARIZONA PUBLIC SERVICE.
- CWP COLD WATER PIPE.
- GENSET GENERATOR SET.
- GFI GROUND FAULT CIRCUIT INTERRUPTER.
- MTS MANUAL TRANSFER SWITCH.
- SES SERVICE ENTRANCE SECTION, SIZED AS SHOWN.
- WP OUTDOOR WEATHERPROOF ENCLOSURE.
- UG UNDERGROUND.
- XFMR TRANSFORMER.

SCALE: 1" = 10'



NOTES:

1. ALL ELECTRICAL WORK SHOWN IS NEW UNLESS NOTED OTHERWISE.
2. SEAL ALL CONDUITS FROM LIFT STATION TO JUNCTION BOX TO PREVENT MIGRATION OF GAS.
3. THE ELECTRICAL CONTRACTOR SHALL COORDINATE, BID, AND PROVIDE ALL INCIDENTAL ELECTRICAL DEMOLITION WORK, TEMPORARY ELECTRICAL REMOVAL & REINSTALLATION WORK, & RESTORATION OF EXISTING ELECTRICAL WORK TO EXISTING CONDITION OR BETTER AT ANY CIVIL OR MECHANICAL DEMOLITION OR RENOVATIONS IDENTIFIED ON THE CIVIL OR MECHANICAL PLANS. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE CIVIL OR MECHANICAL PLANS & COORDINATING WORK RESPONSIBILITY WITH THE GENERAL CONTRACTOR & INCLUDING ALL SUCH WORK IN THE CONTRACT BID.

KEY NOTES:

(1) APS EQUIPMENT. CONTRACTOR FURNISHED & INSTALLED XFMR PAD, UG TRENCH, BACKFILL, & CONDUIT PER APS DRAWINGS & SPECS (SEE ELECTRICAL GENERAL NOTE 6).

(2) SEE ELECTRICAL ONE-LINE DIAGRAM.

(3) SEE ELECTRICAL ONE-LINE DIAGRAM FOR LIGHTING AT SHADE STRUCTURE.

(4) LIFT STATION EQUIPMENT CONNECTION, SEE ELECTRICAL ONE-LINE DIAGRAM.

(5) (2) #12 CU THWN-2, (1) #12 CU GRD, 3/4" CONDUIT, TO PANEL AT SES/CONTROL PANEL.

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2	01/22/2021	YUMA COUNTY FLOOD CONTROL DISTRICT COMMENTS	J.R.A.

DATE: FEBRUARY 20, 2019
DESIGN: JRA
DRAWN: STAFF
CHECKED: JRA

Registered Professional Engineer (Retired) CERTIFICATE NO. 27839 JAMES R. ADLER Date Signed 1/14/21 EXPIRES 03/31/21

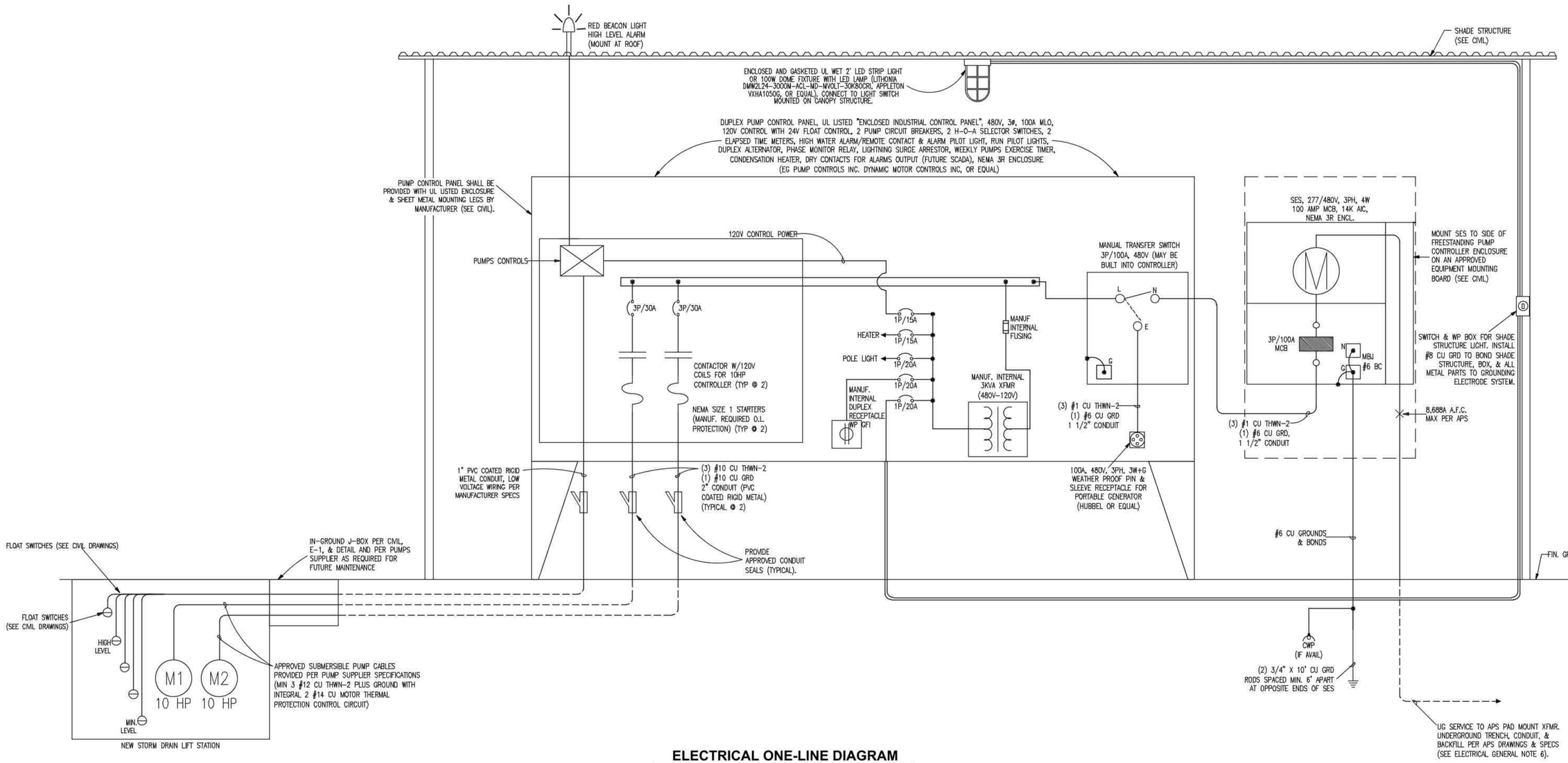
YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

PUMP STATION ELECTRICAL SITE PLAN

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH ST, SUITE 2 - YUMA, AZ 85364 - (928) 782-7926

SCALE: 1' = 10'	PROJ. NO.	E-1A
DWG. NO.		



ELECTRICAL ONE-LINE DIAGRAM

NTS

LOAD SUMMARY (AMPS @ 277/480V 3PH):		
LIFT STATION:		
SUBMERSIBLE PUMPS (2 x 10HP) (25% LARGEST)	26,188 VA	
SHADE STRUCTURE LIGHT	125 VA	
POLE LIGHT	145 VA	
RECEPTACLE	180 VA	
CONDENSATION HEATER	500 VA	
PUMP CONTROLS	480 VA	
TOTAL	27,618 VA	33.2 AMPS @ 277/480V, 3PH

NOTES (ONE-LINE DIAGRAM):

1. LIFT STATION ELECTRICAL SHALL CONFORM TO CITY OF YUMA CONSTRUCTION STANDARD DRAWING 11-130 EXCEPT FOR SHEET 3 NOTES 5, 7, & 15, THE SEWAGE LIFT STATION RTU COMPONENTS, AND THE AUTOMATIC TRANSFER SWITCH.
2. PROVIDE RATED EQUIPMENT & DEVICES BY MANUFACTURER CAPABLE OF SAFELY INTERRUPTING THE AVAILABLE FAULT CURRENT.
3. PROVIDE WARNING LABELS & MARKING BY MANUFACTURER AT ALL SWITCHBOARDS, PANELBOARDS, & INDUSTRIAL CONTROL PANELS/MCC'S LIKELY TO CREATE ARC FLASH CONDITIONS AS REQUIRED BY NEC ART. 110.16.
4. LABEL & MARK MAIN SERVICE DISCONNECT(S) PER NEC. MAXIMUM OF 6 DISCONNECTS PERMITTED PER NEC.
5. PROGRAM PUMP CONTROL PANEL WEEKLY EXCERCISE TIMER TO OPERATE & ROTATE (BUMP) BOTH PUMPS FOR 5 SECONDS WHILE SET IN THE "OFF" MODE.

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DATE: FEBRUARY 20, 2019
DESIGN: JRA
DRAWN: STAFF
CHECKED: JRA

Registered Professional Engineer (Electrical) CERTIFICATE NO. 27839 JAMES R. ADLER Date Signed 12/16/21 EXPIRES 03/31/21

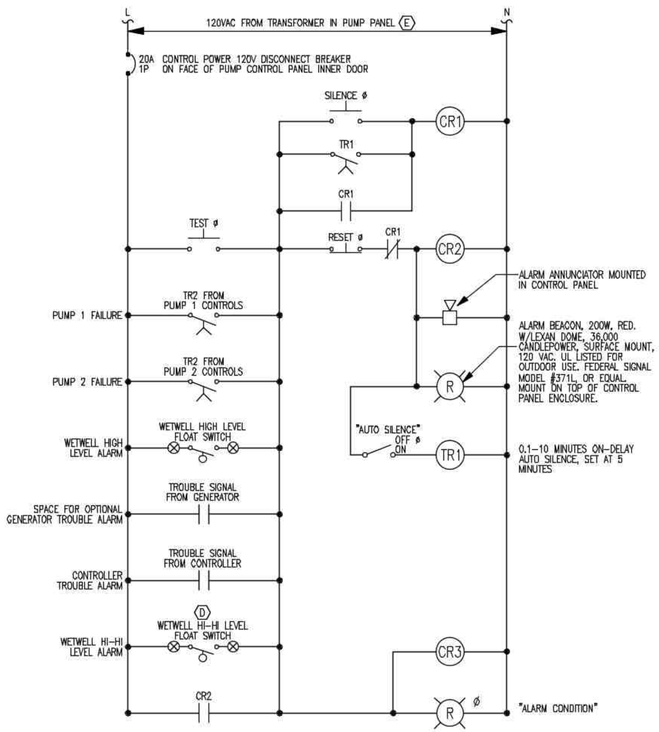
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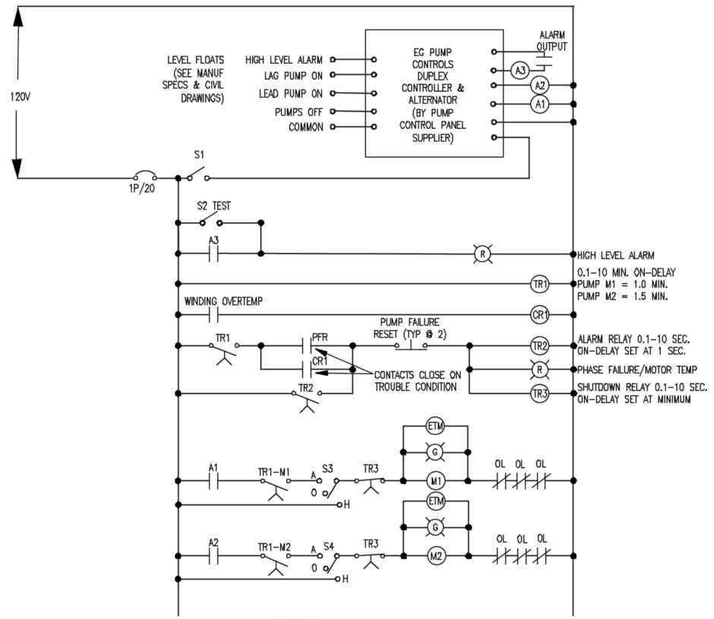
SAN LUIS RETENTION BASIN PUMP STATION

STORM DRAIN PUMP STATION
ELECTRICAL ONE LINE DIAGRAM

JAMES DAVEY AND ASSOCIATES
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SCALE: NTS	PROJ. NO.	E-2A
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LEGEND

M1,M2 – MOTOR CONTACTOR COILS

H-O-A – HAND OFF AUTO SWITCH

(R) – RED WARNING LIGHT (HIGH LEVEL ALARM)

(G) – GREEN RUNNING LIGHT

A1,A2,A3 – AUXILIARY RELAY CONTACTS AS INDICATED

OL – MOTOR OVERLOAD RELAY CONTACTS

KEY NOTES:

(A) THE PUMP CONTROLLER & WETWELL LEVEL FLOAT SWITCHES SHALL INITIATE STORM WATER PUMPS IN A LEAD-LAG SEQUENCE. WHEN THE LEAD PUMP IS SIGNALED TO RUN IT SHALL START AND RUN UNTIL A PUMP OFF LOW LEVEL IS REACHED. IF THE LEVEL RISES TO A SET POINT ABOVE THE LEAD PUMP ON LEVEL, THE LAG PUMP SHALL START, AND SHALL RUN UNTIL THE COMMON LOW OFF LEVEL IS REACHED. THE LEAD-LAG SEQUENCE OF THE PUMPS SHALL BE ALTERNATED AUTOMATICALLY EACH TIME THE PUMP OFF LEVEL IS REACHED. THE ALTERNATION FUNCTION SHALL BE PROVIDED WITH AN OVERRIDE FEATURE TO ALLOW EITHER OF THE PUMPS TO BE SELECTED AS THE LEAD PUMP, WITHOUT ALTERNATION, TO ALLOW FOR MAINTENANCE ON THE OTHER PUMP. A HIGH LEVEL ALARM SHALL BE INITIATED AT A SET LEVEL ABOVE THE PUMP START LEVELS. SEE CIVIL DRAWINGS FOR LEVEL SETTINGS.

(B) INITIATION OF ANY OF THE ALARM CONDITIONS WILL START THE ALARM BEACON. THE BEACON SHALL STAY FLASHING UNTIL THE SILENCE PUSHBUTTON IS PRESSED, OR UNTIL TR1 TIMES OUT WHEN THE "AUTO SILENCE" FEATURE IS TURNED ON. WHEN THE "AUTO SILENCE" FEATURE IS ON, THE ALARM SYSTEM SHALL AUTOMATICALLY RESET WHEN ALL ALARMS HAVE CLEARED. A PILOT LIGHT ON THE PANEL FACE WILL INDICATE THE PRESENCE OF AN ALARM CONDITION WHETHER OR NOT THE AUTO SILENCE FEATURE IS ACTIVE. ANY ALARM SHALL ACTIVATE THE PROVISION FOR FUTURE SCADA/TELEMETRY UNIT WHICH SHALL NOTIFY THE EXISTING CENTRAL STATION AS COORDINATED WITH THE OWNER. LOSS OF POWER SHALL BE REPORTED AS A SEPARATE ALARM MESSAGE.

(C) NOT USED.

(D) EACH WETWELL LEVEL FLOAT SWITCH SHALL CONSIST OF A MERCURY SWITCH IN A PEAR SHAPED POLYMER FLOAT SUSPENDED ON A FLEXIBLE CORD IN THE WETWELL. SEE CIVIL.

(E) THE STORM WATER LIFT PUMPS SHALL BE PROVIDED WITH SEPARATE PACKAGED CONTROL PANEL BY THE PUMP SUPPLIER. THE CONTROL PANEL SHALL CONTAIN ALL CONTROLS FOR THE TWO PUMPS AND ALARMING SYSTEM, AS SHOWN OR OTHERWISE REQUIRED. CONTROL PANEL SHALL BE SINGLE, UL LABELED, PAINTED STEEL, NEMA 3R ENCLOSURE WITH ALL CONTROL SWITCHES, INDICATOR LIGHTS AND READOUTS MOUNTED ON A DEAD FRONT INNER COVER DOOR BEHIND THE WEATHERPROOF OUTER ENCLOSURE DOOR. CONTROL PANEL SHALL BE AS MANUFACTURED BY EG PUMP CONTROLS, INC., OR EQUAL.

LEVEL CONTROL OF THE PUMPS SHALL BE PROVIDED BY THE LEVEL CONTROL FLOATS & CONTROL PANEL WITH CONTROL FUNCTIONS AS DESCRIBED IN KEYNOTE "A" ABOVE. FURNISH/PROGRAM AN ALARM OUTPUT ON FAILURE OF THE CONTROLLER. A BACKUP HIGH HIGH WETWELL LEVEL ALARM FLOAT SWITCH SHALL BE PROVIDED PER KEYNOTE "A" ABOVE.

CONTROLS SHALL BE ARRANGED AS SHOWN IN THE CONTROL DIAGRAMS ON THE DRAWINGS. THE CONTROLLER SHALL START THE LEAD PUMP ON A PRESET HIGH LEVEL IN THE WETWELL, AND START THE LAG PUMP ON A PRESET HIGHER LEVEL. BOTH PUMPS SHALL STOP AT A FALLING LOW WATER LEVEL. THE PUMP LEAD-LAG STARTING SEQUENCE SHALL BE ALTERNATED AFTER EVERY STOP CYCLE. THE CONTROLLER SHALL INITIATE A HIGH LEVEL ALARM UPON HIGH LEVEL ALARM SIGNAL.

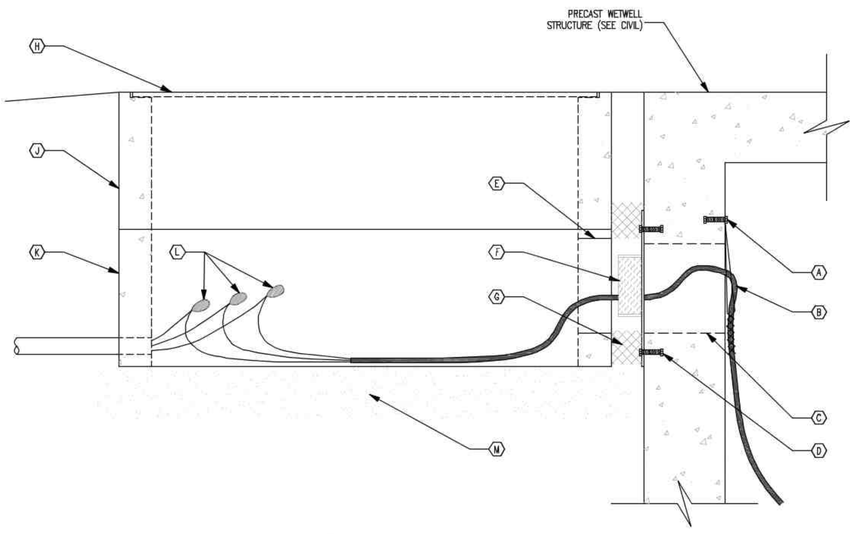
EACH PUMP CONTROL CIRCUIT SHALL CONTAIN A 3 POLE MAIN POWER CIRCUIT BREAKER WITH DISCONNECT SWITCH ON THE INTERIOR PANEL DOOR, HAND-OFF-AUTO SWITCH, RUN PILOT LIGHT, ELAPSED TIME HOUR METER, NEMA RATED STARTER. PROVISIONS FOR A NORMALLY CLOSED MOTOR OVER TEMPERATURE CONTACT THAT WILL TURN THE MOTOR OFF AND ENERGIZE A PILOT LIGHT WHEN THE CONTACTS OPEN AND REQUIRE A RESET PUSHBUTTON BE PRESSED TO MANUALLY RESET, AND A TIME DELAY FEATURE TO PREVENT THE PUMPS FROM STARTING SIMULTANEOUSLY OR IMMEDIATELY ON RESUMPTION OF POWER AFTER A POWER FAILURE, AS SHOWN IN THE CONTROL DIAGRAMS ON THIS SHEET. THE PUMP CONTROL PANEL SHALL INCLUDE CONTROLS FOR THE ALARM BEACON, AS SHOWN ON THIS SHEET.

THE PUMP CONTROL PANEL SHALL OBTAIN 120 VOLT POWER FOR PUMP CONTROL CIRCUITS AND THE ALARMING SYSTEM FROM A 480-120 VOLT TRANSFORMER WITH A PRIMARY POWER DISCONNECT SWITCH MOUNTED ON THE INTERIOR PANEL DOOR, PROVIDED WITH THE PANEL.

IN ADDITION TO THE LOCAL ALARM BEACON, PROVISION FOR CONNECTION TO A FUTURE AUTODIALER OR SCADA/TELEMETRY UNIT AT THE PANEL TO AUTOMATICALLY NOTIFY THE CENTRAL STATION. INCLUDE A PROVISION FOR A SECOND AUTODIALER OR SCADA CONTACT FOR ALARM ON LOSS OF NORMAL POWER.

2 E-3 **ALARM BEACON CONTROL SCHEMATIC** (B)(E)
NOT TO SCALE

1 E-3 **DUPLEX PUMP CONTROL DIAGRAM** (A)(E)
NOT TO SCALE



3 E-3 **WETWELL PULLBOX**
NOT TO SCALE

WETWELL PULLBOX KEY NOTES:

(A) 3/8" 316SS CONCRETE ANCHOR BOLT SUPPORTING STAINLESS STEEL CORD GRIPS FOR EACH CABLE ENTERING THE WETWELL. A STAINLESS STEEL RACK MOUNTED INSIDE THE WETWELL WITH A HOOK FOR EACH CORD GRIP MAY BE SUBSTITUTED FOR THE ANCHOR BOLTS(S).

(B) CABLE TO EQUIPMENT IN THE WETWELL (TYPICAL).

(C) CORE DRILL AN 8" DIA. HOLE IN WETWELL WALL PER CIVIL & SUPPLIER. PATCH EXPOSED CONCRETE TO THE CABLE SEALING DEVICE (KEY NOTE F) ON EXTERIOR WALL OF WETWELL PER WETWELL SUPPLIER'S RECOMMENDATIONS. MATCH WETWELL COATING SYSTEM.

(D) 3/8" 316SS CONCRETE ANCHOR BOLT EXTENDING 4" INTO WETWELL WALL, TYPICAL OF 4, 1 AT EACH CORNER OF THE CABLE SEALING DEVICE FLANGE PLATE (KEY NOTE F).

(E) KNOCKOUT AREA IN PRECAST PULLBOX WALL, APPROXIMATELY 6"H X 7"W.

(F) CABLE SEALING DEVICE, ALL STAINLESS STEEL CONSTRUCTION WITH ELASTOMERIC CABLE SEALING MODULES SIZED FOR EACH CABLE ENTERING THE WETWELL. DEVICE SHALL PROVIDE A NOMINAL 5.5" X 7" OPENING INTO THE WETWELL, HAVE A CUSTOM FLANGE EXTENDING 4" MINIMUM ON ALL SIDES TO ADEQUATELY COVER AND SEAL THE 8" HOLE IN THE WETWELL WALL, AND ALLOW CABLES TO BE REMOVED WITHOUT DAMAGE WITH ACCESS FROM THE PULLBOX SIDE ONLY. UNIT SHALL BE NELSON RGMSS-4X1, OR EQUAL. MOUNT WITH COMPRESSION SCREW AXIS HORIZONTAL. WHERE MOUNTED ON THE EXTERIOR OF CYLINDRICAL WETWELL WALLS, FILL VOID WITH EXPANSIVE GROUT.

(G) SEAL ALL AROUND PULLBOX KNOCKOUT OPENING, BETWEEN PULLBOX AND WETWELL WALL, WITH MASTIC SEALER OR RTV SILICON CAULKING TO PREVENT ENTRY OF BACKFILL MATERIAL INTO PULLBOX. CABLE SEALING DEVICE (KEY NOTE F) SHALL BE ACCESSIBLE THROUGH THIS OPENING.

(H) GALVANIZED STEEL, H-20 TRAFFIC RATED, TWO-PIECE CHECKERPLATE COVER WITH HOLD DOWN BOLTS.

(J) MINIMUM 13" X 24" X 12"H (INSIDE DIMENSIONS) #5 PRECAST CONCRETE PULLBOX WITH H-20 TRAFFIC RATING. LONG DIMENSION PERPENDICULAR TO WETWELL WALL. INSTALL SO SURFACE DRAINAGE IS AWAY FROM BOX TOP.

(K) MINIMUM 13" X 24" X 12"H PULLBOX EXTENSION RING, H-20 TRAFFIC RATING, QUANTITY AS REQUIRED.

(L) WATERPROOF, HEAT-SHRINKABLE CABLE CONNECTION KIT, RAYCHEM TYPE MCK OF APPROPRIATE SIZE FOR CABLES. TYPICAL FOR ALL CABLES REQUIRING SPLICING IN THE PULLBOX.

(M) 3/4" AGGREGATE, 6" DEEP UNDER PULLBOX.

4 E-3 **AREA LIGHT & POLE DETAIL**
NTS

2	01/22/2021	YUMA COUNTY FLOOD CONTROL DISTRICT COMMENTS	J.R.A.
REVISION	DATE	DESCRIPTION	APPROVED

DATE: FEBRUARY 20, 2019
DESIGN: JRA
DRAWN: STAFF
CHECKED: JRA

JOL ENTERPRISES, INC
720 E. 28th Place, Suite B
Yuma Arizona, 85365
office: (928) 783-0922
fax : (928) 783-3954
www.jolenterprises.com
JOB. No.: 19-020

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Registered Professional Engineer (General) CERTIFICATE NO. 27839 JAMES R. ADLER Date Signed 1/16/21 EXPIRES 03/31/21

YCO-43

YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

STORM DRAIN PUMP STATION
ELECTRICAL CONTROL DIAGRAMS

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH ST, SUITE 2 - YUMA, AZ 85364 - (928) 782-7926

SCALE: NTS	PROJ. NO.	E-3A
DWG. NO.		

ELECTRICAL SPECIFICATIONS:

GENERAL PROVISIONS FOR ELECTRICAL WORK

1. PART ONE -- GENERAL

1.1. WORK SPECIFIED HEREIN

A. Provide all labor, materials, equipment, services and transportation necessary to receive, install, adjust and put into operation complete electrical systems as indicated or specified. Provide products not mentioned but obviously necessary and incidental to the completion of this work.

1.2. EQUIPMENT FURNISHED BY OTHERS & INSTALLED BY ELECTRICIAN

A. Mount and install unmounted motor starters and equipment not in motor control centers, related to:
   1. Lift Station Pumps.

B. Provide power, control, and interlock electrical wiring for mechanical equipment and systems.

1.3. POWERED EQUIPMENT ELECTRICAL EQUIPMENT CONNECTIONS

A. Make final connections to electrical equipment, furnished and set in place under other sections as shown or specified. Provide disconnect switches, conduits, wire, outlet boxes, and other required appurtenances.

B. Rough-in and connections work shall be done in strict accordance with shop drawing and details furnished by the equipment supplier. Connections shall be made as directed, and shall be checked and approved by the party furnishing the equipment. Suppliers shall furnish shop drawings indicating exact locations, power requirements, and details, which shall govern in the installation of rough-in requirements. Verify requirements before installing work. Coordinate completely with affected trades.

C. Include descriptive data showing complete arrangements, construction, electrical, optical, physical, and quality characteristics for materials and equipment. Submit shop drawings of electrical closets, shafts, major conductor routing, and mechanical/electrical rooms.

1.4. CODES, LAWS, AND ORDINANCES

A. Work shall be performed in accordance with the current rules and regulations of:
   1. National Electrical Code (NEC).
   2. Underwriter's Laboratories, Inc. (UL).
   3. Insulated Power Cable Engineers Association (IPCEA).
   4. National Electrical Manufacturers Association (NEMA).
   5. National Fire Protection Association (NFPA).
   6. Occupational Safety and Health Administration (OSHA).
   7. National Electrical Safety Code.
   8. Applicable Local Codes, Laws and Ordinances.

2. PART TWO -- BASIC MATERIALS AND IDENTIFICATION

2.1. MATERIALS

A. Materials and products included in this work shall be listed, labeled or certified by Underwriters Laboratories, Inc.

2.2. HANGERS AND SUPPORTS

A. Suspend and support horizontal and vertical conduit from approved hangers and structural steel supports, spaced as scheduled. Provide necessary accessories, nuts, lock nuts, bolts, rods and devices to allow installation to freely expand and contract. Hangers shall be formed steel with adjustable attachment to hanger rod.

2.3. EQUIPMENT FOUNDATIONS

A. Floor mounted electrical equipment shall be mounted on concrete housekeeping pads at least 4" higher than final grade, poured integral with the floor slab wherever practicable.

B. Where required, pads shall extend a minimum of 36" in front of equipment where necessary to afford operating surface no more than 78" beneath the center of the highest operating handle in it's highest position. Slope to drain away from equipment.

C. Coordinate pad sizes and locations for pad mounted transformer with serving utility company.

2.4. IDENTIFICATION

A. Products shall be identified as specified in "General Requirements for Electrical Work" and equipped with identification as follows:
   1. Manufacturer's attached circuit number identification at each panelboard and branch circuit overcurrent device.
   2. A typed circuit directory identifying use of each panelboard branch circuit overcurrent device.

B. Provide permanently attached engraved laminated plastic nameplate to indicate:
   1. Identity of each transformer, switchboard, switchgear assembly, motor control center, distribution panel, panelboard, and individually enclosed overcurrent device, using the identification shown on the contract drawings.
   2. Circuit number and equipment supplied, at each switchboard, switchgear, motor control center, and distribution panel overcurrent device.
   3. Use of equipment disconnecting devices by identifying the equipment disconnected.
   4. The identity of signal, alarm, and communications cabinet, racks, and other enclosures using the identification shown on the drawings.

C. Identity underground conduits using one detectable underground warning tape per trench at 3 inches below grade. Tape shall be 4 inch wide plastic tape with suitable color and warning legend describing buried electrical/communications lines.

3. PART THREE -- SERVICE, GENERAL WIRING AND GROUNDING

3.1. UTILITY COORDINATION AND CHARGES

A. Coordinate, verify, and include all construction and support work required by utilities in the bid. Immediately upon award of contract, coordinate with utilities to finalize the utility company construction requirements. Coordinate between utilities and owner to quantify and finalize total utility company service charges and the owner's direct payment of service charges to the utilities for serving electrical, telephone, and/or cable television utilities. Include in bid and provide all construction work, materials, etc., required by the utilities such as trenching, backfill, conduit, transformer pads, grounding, etc. required to provide complete electrical and telephone service to this project.

3.2. ELECTRICAL SERVICE

A. Contact local power company and obtain written verification of service capacity and fault current available at secondary bushings of service transformer. A copy of each report shall be forwarded to the Architect prior to submission of switchgear for approval.

B. Power company serving project: Arizona Public Service.

C. WORK EXCLUDED:
   1. Primary service cables and service connections to the extent supplied by utility.
   2. Service transformer.
   3. Service metering equipment to the extent supplied by utility.

D. WORK INCLUDED:
   1. Cooperate with serving utility. Make all connections, metering arrangements, and layout compatible with the equipment provided by the utility.
   2. Electrical contractor will provide service transformer concrete pads, trenching, and conduit in accordance with utility company requirements; coordinate.
   3. Provide service transformer grounding in accordance with utility company requirements.

3.3. GENERAL WIRING REQUIREMENTS

A. Enclose interior wiring in metal raceways, boxes, outlets, cabinets, wireways, gutters, or other metal enclosures. Use non-metallic products to enclose wiring only where so specified. Use open wiring only where so specified.

3.4. GROUNDING

A. Provide wiring, connections and devices necessary to comply with the grounding requirements of the local authorities and the National Electrical Code. Exposed non-current carrying metallic parts of the electrical equipment, raceway systems, grounding conductors and neutral conductor of the wiring system shall be grounded.

3.5. CALIBRATION AND TESTING OF EQUIPMENT AND WIRING SYSTEMS

A. Equipment: Shall be tested and adjusted to insure correct functional performance. Inspect, lubricate, test and adjust equipment and correct defects or damages before connecting the equipment and correct defects or damages before connecting the equipment to the system.

3.6. WIRING

A. Test power, lighting and control wiring for continuity, short circuits and improper grounding.

B. Test feeder and power circuits No. 8 AWG or larger with a "megger" from each conductor to ground and between conductors. Record each reading. At the completion of work, deliver a copy of these "megger" readings to the Architect/owner.

3.7. SITE WORK

A. Contractor shall employ independent locating service to locate and verify all existing services, whether specifically shown on the drawing or not. Location of services shall be recorded on record documents. No trenching or excavation shall commence until locations are verified. The Owner shall be notified in writing prior to any trenching requiring a utility shutdown. Any services interrupted by trenching or excavating shall be repaired by the contractor with no additional cost to the Owner. Existing services not specifically indicated on the drawings to be relocated, which interfere with building components, shall be brought to the Engineer's immediate attention. Prepare drawings showing proposed re-routing, area(s) affected, and length of interruption(s).

3.8. ELECTRIC WIRING FOR MECHANICAL EQUIPMENT

A. Provide wiring in connection with motor driven mechanical equipment required for "hand" operation of each motor or appliance, with cover mounted "hand-off-auto" selector switch on motor starter in "hand" position.

4. PART FOUR -- WIRE, CONDUIT, DEVICES, LIGHTING

4.1. EQUIPMENT WITHSTAND RATINGS

A. Electrical equipment, circuit protective devices, bussing, and switches shall be rated to interrupt or withstand short circuit faults greater than the available fault current.

4.2. WIRE AND CABLE

A. Wire and cable for feeder and branch circuits shall conform to the requirements of the current edition of the National Electric Code, and shall meet applicable ASTM specifications. Conductors shall be soft drawn, annealed 98% conductivity copper. Wire and cable shall be new, shall have size, type of insulation, voltage rating and manufacturer's name permanently marked on the outer covering at regular intervals. Conductors No. 6 AWG and smaller shall be color coded. Colors for each phase and neutral shall be consistent throughout the system.

B. Provide conductors with insulation rated for 600 volts unless specified or indicated otherwise.
   1. NEC type TEW, THW, XHWN, THWN, or THHN solid or stranded for number 10 AWG or smaller, except TW not allowed for motor.
   2. NEC type THW, XHHN, THWN or THHN stranded for number 8 and larger.
   3. NEC type TEW, THW, NMTW, AVA or AVL for branch circuit wiring through light fixtures not approved for TW wiring.

4.3. CONDUIT AND RACEWAYS

A. Provide electrical metallic tubing (EMT) within structure except where prohibited by NEC, where specified otherwise, or as prohibited for the following:
   1. Outside structure or on roof.
   2. At or below grade (concealed).
   3. In or beneath slabs of grade.
   4. Where exposed to physical damage (interior grade to 5'-0").
   5. Where subject to excess moisture and deterioration.

B. Rigid steel conduit (GRC) shall be used in the following locations:
   1. In locations where electrical metallic tubing is not permitted and other raceway is not required.
   2. At drop connections to motors.
   3. Intermediate metal conduit (IMC) may be substituted for GRC if approved by code authority.
   4. Rigid aluminum conduit (ARC) may be used in sizes 2-1/2" and larger in lieu of rigid steel conduit except in contact with concrete or embedded in concrete.
   5. Provide flexible conduit for transformer connections and at equipment requiring adjustments or removal for service not subject to moisture.
   6. Provide liquid-tight flexible conduit for each motor and rotating device for power and control, and for other equipment requiring adjustments or removal for service in mechanical rooms or where subject to moisture or weather.
   7. Provide non-metallic conduit (and grounding conductor) with rigid steel riser stub-ups for burial in the earth.
   8. Non-metallic conduit (and ground conductor) with rigid steel riser stub-ups used for slabs on grade.
   9. Acceptable manufacturers. All manufacturers providing NEMA and UL listed materials.

C. PVC conduit shall be NEMA TC2 Schedule 40 or 80 PVC. Use PVC conduit at exterior underground locations and under slab, per NEC.

4.4. WIREWAYS, PULL AND JUNCTION BOXES

A. Provide wireways, junction and pull boxes indicated and at locations required to facilitate the pulling of wire fabricated in accordance with NEMA and National Electrical Code requirements with respect to material, gauges, dimensions and methods of fastening. Wireways, junction and pull boxes shall bear UL label. Units shall be finished in standard gray enamel, sides and backs spot welded in position, and removable screw cover.

4.5. OUTLET BOXES

A. Interior Boxes: Standard minimum 4" square box with single or multiple gang stamped extension of plaster ring, of the proper depth to accommodate the device and function for which intended. Boxes for mounting of surface lighting fixtures shall be 4" octagon boxes, with 3/8" no-bolt fixture studs. Provide proper covers or device plates.

B. Exterior Boxes: Hot-dipped galvanized complete with weatherproof covers and rubber or neoprene gaskets.

C. Concrete Boxes: Outlet boxes in concrete slabs shall be two-piece concrete boxes not less than 4" nominal size with a minimum depth of 2-1/2". If used for lighting fixtures, outlet boxes shall be equipped with fixture stud.

D. Waterproof Boxes: With threaded hubs and gasketed.

4.6. TERMINAL CABINETS

A. Cabinet Bodies shall be constructed in accordance with the NEMA PB1 specification for panelboard cabinets. Provide steel doors with key locks and keys as specified for panelboards.

4.7. WIRING DEVICES

A. Install on each and every outlet box, a wiring device and coverplate, as indicated by symbol on the drawings. Manufacturers model numbers are not intended to indicate color of devices. All device plates shall be smooth plastic; ivory colored on light walls and brown colored on dark walls. (U.N.O.)

B. Toggle Switches shall be quiet, rocker type, commercial grade, listed by Underwriters Laboratories, Inc. Back or side screw terminal shall accommodate up up to 10 AWG solid or stranded conductors. Contacts shall be rated at 20 amperes, 120/277 volts AC only, single pole, 3-way, 4-way or key operated as indicated.

C. General purpose single and duplex receptacles: Shall be commercial grade rated 20 ampere, 125 volts, two-pole, three-wire, NEMA reference 5-20R, grounding type with polarized parallel slots, style S series, in accordance with NEMA standard publication WD-1, paragraph 3.02. Receptacle shall be side-or-back wired with two screws per terminal. The third grounding pole shall be connected to the metal mounting yoke.

D. Grounding fault circuit interrupter receptacles: Shall comply with UL 943, Class A, and NEMA WD-1-1.10. GFCI shall trip within .025 seconds whenever 5 milliamperes or more current leakage to ground exists at the outlet (or downstream from the GFCI receptacle on fed-thru applications) and shall have test or reset buttons on the face of the receptacles.

E. Device Plates: Provide one-piece coverplates with rounded edges for outlets and fittings to suit the devices installed. Plates shall be installed with all four edges in continuous contact with finished wall surfaces without the use of mats or similar devices. Plaster fillings will not be permitted. Plates shall be installed with an alignment (plumb) tolerance of 1/16". All device plates shall be smooth plastic; ivory colored on light walls and brown colored on dark walls. (U.N.O.)

4.8. CONTACTORS AND RELAYS

A. Contactors and relays shall be UL listed under UL 508, fully rated and marked for use with tungsten lamp and ballast (fluorescent) lamp loads with electrical characteristics as required. Contactors shall be of the single coil, electrically operated, mechanically held type, in NEMA 1 enclosures, or cabinets, or pull boxes with hinged covers, or integrally mounted in panelboards, or as otherwise scheduled. Control voltage shall be 120 volts and where line voltage to unit is greater than 120 volts, phase to neutral shall contain a control power transformer with fused primary.

4.9. PHOTOELECTRIC CONTROL

A. Photo sensitive lighting controls shall have weatherproof enclosure, shall energize artificial lighting when natural lighting when natural lighting level falls to a preset adjustable value, and de-energize when natural lighting level rises above a preset value. The operation shall be fail-safe in that in the event of failure of any components of the control, the artificial lighting shall be continuously energized.

4.10. EMERGENCY LIGHTING

A. Provide AC inverters for emergency lights as specified with a battery power supply pack to afford emergency power designated fixtures for a 90 minute time period in the event of normal power failure. The unit shall consist of a high temperature sealed, Nickel-Cadium or lead acid battery, battery charger, inverter, solid state switch, derangement indicator lamp and test switch.

4.11. LIGHTING FIXTURES

A. Furnish, install, and wire lighting fixtures scheduled or indicated by type designation on the drawings. If type designated is omitted, fixtures shall be of the same type as shown for rooms of similar usage. Verify before purchase and installation.

B. Lamps on the project shall be new, delivered to the job site in original packing cases and sleeves, and shall be of the same manufacturer. Incandescent lamps not scheduled otherwise shall be inside frosted, high duty service, 130 vol. Fluorescent lamps not scheduled otherwise shall be rapid start, standard type and deluxe warm white color. High intensity discharge (H.I.D.) lamps shall be of the type and color scheduled.

C. Ballast's for fluorescent lamps, unless otherwise scheduled, shall be energy saving "High Efficiency," high power factor Class P, two-lamp, manufactured in accordance with CBM standards, ETL certified, and UL listed. Each ballast shall be protected by a built-in, auto-resetting thermal protector in the core and coil assembly and rated to operate at available service voltage.

D. LED light fixtures shall meet the testing requirements of IESNA LM-79 and LM-80 and shall have a lumen maintenance factor (LMF) of minimum 80% at 50,000 hours. LED light fixtures and drivers installed outdoors shall be rated for minimum 40°C (104°F) operation with no significant lumens depreciation or reduced life span. LED light fixtures shall have a manufacturer standard warranty of minimum 5 years.

4.12. EQUIPMENT CONNECTIONS

A. Provide wiring for the connection of motors and control equipment and control wiring as indicated on the electrical drawings.

B. Equipment installed under other sections of the specifications: Wiring shall be extended to the equipment, and proper connections made thereto.

C. Flexible connections of short lengths: Shall be provided for equipment subject to vibration or movement for motors. Liquid-tight conduit shall be used in wet locations. A separate ground conductor shall be provided across flexible connections.

4.13. CONDUIT INSTALLATION

A. Coordinate installation of raceways with building structure and other mechanical trades complete with bends, fittings, junction and pull boxes to meet codes and make complete operating systems. Raceways 1" and larger shall not be run in concrete slabs without approval of the Architect.

B. In general, conduits shall be concealed in finished areas, and may be exposed in unfinished areas, run square to the building construction, and continuous from outlet to outlet, connected mechanically and electrically to assure grounding. Conduits shall be cut square, reamed to full size, shouldered without bulging into couplings or fittings. The threads shall be of standard length and diameter required for the size of the conduit used, and graphite bearing thread lubricant shall be used in making up the threads. Running threads will not be acceptable. Conduit shall have a smooth interior surface free of obstructions, shall be capped with conduit seals during the construction period, shall be thoroughly cleaned and dry before pulling and wire. Conduit installation shall clear hot pipes not less than 6".

4.14. FASTENINGS

A. Fastenings for raceways and boxes shall be made by means of toggle or expansion bolts no smaller than 3/16" diameter, or wood screws no smaller than number 9x1 inch long.

B. Fastenings to masonry or concrete shall be made by means of machine screws no smaller than number 10-32x1-1/4" long, screwed into lead expansion shields no smaller than 3/8" diameter x 5/8" long.

4.15. CONDUCTOR INSTALLATION

A. Wire and cable No. 6 and smaller shall be factory color coded. Where factory color is not available, or where on short runs factory color coding is not practical, mark conductors on each end and in all junction or pull boxes with 1" band of colored pressure sensitive plastic tape. Colors for each phase and the neutral shall be consistent throughout the system.

B. Color coding shall be:

277/480 volt	120/208 volt	Use
Brown	Black	Phase A
Orange	Red	Phase B
Yellow	Blue	Phase C
Gray	White	Neutral
Green	Green	Ground

C. Minimum wire size for branch circuits shall be No. 12 except that home runs longer than 100' on 120/208 system and 200' on 277/480 volt systems in actual wire length from panel to the electrical load center of the circuit, shall be no smaller than No. 10 AWG.

D. Cable terminals, taps and splices No. 6 and larger shall be made secure with UL approved solder less indenter compression barrel type connectors wherever practicable. UL approved set screw lugs may be used on circuit breakers, motor starters, and switches not available with indenter connectors. Joints in conductors No. 8 and smaller shall be made by applying a UL approved insulated, cadmium plated, five steel spring type connector in sizes up to the catalog capacity of the connector.

5. PART FIVE -- POWER DISTRIBUTION

5.1. CIRCUIT SWITCHING AND PROTECTIVE DEVICES

A. Shall be complete from incoming line terminals to outgoing load terminals, number of poles and rated for current characteristics indicated, with interrupting ratings at least equal to the available short-circuit current available at the line terminals.

B. Molded case circuit breakers:
   1. Shall conform to NEMA standard AB-1, UL 489, and FS-W-C-375B.
   2. Shall have an integral rugged housing of molded polyester glass insulating compound, with silver alloy contacts, arc quenchers, and phase barriers for each pole, and stored energy operating mechanism. Shall be electrically and mechanically trip free, with a trip element for each pole, and a common trip bar connected to a single handle of insulating material (handle ties are unacceptable), indicating "on," "tripped," and "off" positions. Provide inverse time element thermal trip for overload protection and magnetic instantaneous trip for short circuit protection unless otherwise indicated.
   3. Standard convention breakers (breaker drawing symbol without modification) shall be quick-make, quick-break, wiping contact, thermal, magnetic, common trip, trip indicating, ambient compensated, with arc chutes, single trip-free handle mechanisms, and thermal long time trip and magnetic instantaneous trip.
   4. Ground fault interrupting -- provide UL class A (5 milliampere sensitivity) single-phase ground fault circuit protection.

C. Manual Switch (smaller than 800):
   1. Shall conform to NEMA Standard KSI, UL 98, and FS-WS-865C.
   2. Shall not be used in excess of 600 amps rating.
   3. Shall be dead front, load break, heavy duty, horsepower rated, quick-make, quick-break, switches with arc quenchers, padlock provisions, and defeatable front accessible door interlock to prevent opening door with switch "on" or switching on with door open.

5.2. ENCLOSURES

A. Circuit switching/protective devices shall be housed in an enclosure suitable for the environment in which they are located. Normal indoor location use NEMA 1 general purpose. Normal outdoor location use NEMA 3R rain-tight.

5.3. TRANSFORMERS, DRY TYPE

A. Two winding of the size and electrical characteristics scheduled, in conformance with ANSI-C89.2 and NEMA ST20 standards and Underwriters Laboratories listing UL 506.

B. Guaranteed sound ratings shall not exceed ANSI standard decibel levels. Transformers shall be rated at full load in a 40 degree C ambient with 30 degree C ultimate not spot temperature rise allowance, with Class F insulation having a UL 185 degree C rating limiting system temperature to 115 degrees C on 25 KVA and smaller units and Class H insulation.

C. The maximum temperature rise of the top of the enclosure shall not exceed 35 degrees C rise over a 40 degree C ambient.

D. Transformers 25 KVA and under shall have four primary voltage taps rated (2) 2-1/2% below normal and (2) 2-1/2 taps above normal.

5.4. SWITCHBOARDS AND PANELBOARDS

A. Provide arrangement and electrical characteristics as indicated or scheduled.

B. Classification and rating: Complete unit shall be given a single integrated equipment rating certifying that all components are capable of withstanding the stresses of a fault of the magnitude indicated by the RMS symmetrical current available and that no device will be applied beyond its interrupting or switchboard shall carry a certification label indicating suitability for service entrance.

C. Switchboard Structure: Dead front, floor mounted, comprised of vertical sections bolted together to form one rigid assembly, completely metal-enclosed, self-supporting of the universal frame type, ventilated and constructed UL-891 enclosure standards using standardized components of steel. The sides, top and rear shall be covered with removable screw-on plates. Front plates shall be sectionized and removable. Height shall be nominal 90" with depth as necessary but in no case less than 20". All steel shall be phosphatized, primed, and finished in gray enamel.

D. Bussing: Copper bus bars shall be uniformly arranged to provide A-B-C sequence, left to right, front to rear, or top to bottom from front of board. Provide copper ground lugs and a full length copper ground bus bolted to each vertical section. All hardware used on bussing shall be zinc or cadmium plated. Each bolt shall have a Belleville washer to maintain clamping force under thermal cycling.

E. Switching and Protective Devices: Fused switches, equipped with ARC quenchers, and quick-make, quick-break operating mechanism, shall each be mounted in an individual sheet steel enclosure with an external operating handle which may be padlocked in either the ON or OFF position. Doors shall be interlocked to prevent opening when switch is in ON position, with provisions to void cover interlock to allow authorized inspection. Switches 600 amp and smaller shall be 5" minimum height with high pressure spring load rejection type fuse holders.

5.5. INDIVIDUALLY MOUNTED SAFETY SWITCHES

A. Safety switches shall be heavy-duty UL listed, horsepower rated manual disconnect switches in conformance with NEMA specifications KSI-1968. Unit shall be fused with fuse clips having rejection feature, or unfused as indicated with ampere ratings as required. Enclosures shall be NEMA 1, unless otherwise noted. Each switch shall have insulated neutral and ground terminal or proper size where required, for grounded conductors. Lugs shall be UL listed for copper cables.

B. Motors 1/2 horsepower and less, toggle type, quick-make, quick-break, two (2) horsepower rated manual motors starters, with the number of poles required, with flush mounting wall plate or surface mounted NEMA enclosure, as indicated. Provide overload heaters as required.

C. Motors 3/4 horsepower and larger, type HD, fused or unfused, 3-pole 480 volt AC in NEMA general purpose or weatherproof enclosure.

D. Safety switches shall be of same manufacturer as switchboard and panels.

5.6. FUSES

A. Furnish time-current characteristic and coordination curves for each fuse on service entrance equipment and coordinate with utility to assure service entrance fuse opening prior to actuation of the utility circuit protective devices in the event of a fault.

B. Fuses 600 amperes and less serving non-inductive loads (circuit breakers, circuit breaker panelboards), shall be in accordance with UL standard 198.2, Class J, current limiting, quick acting, with 200,000 RMS symmetrical amperes interrupting capacity.

C. Fuses 600 amperes and less serving inductive loads (transformer or motor), shall be in accordance with UL standard 198.4, Class RK1, dual element, with minimum time delay of 10 seconds at 500% rating, current limiting, with interrupting capacity of 200,000 amperes RMS symmetrical.

6. PART SIX -- EXECUTION

6.1. Contractor is required to install equipment in strict accordance with manufacturer's recommendations and requirements of other sections.

JOL ENTERPRISES, INC
720 E. 28th Place, Suite B
Yuma Arizona, 85365
office: (928) 783-0922
fax: (928) 783-3994
www.jolenterprises.com

JOB. No.: 19-020

THIS DRAWING IS A LEGAL DOCUMENT ONLY WHEN SEALED AND SIGNED BY ENGINEER OF RECORD. COPYRIGHT INFRINGEMENT LAWS DO APPLY. USE OF THESE PLANS, SPECIFICATIONS, OR ANY DETAILS CONTAINED HEREIN SHALL BE RESTRICTED TO THE ORIGINAL DESIGN FOR WHICH THEY WERE PREPARED.

YCO-43

REVISION	DATE	DESCRIPTION	APPROVED
1	01/22/2021	YUMA COUNTY FLOOD CONTROL DISTRICT COMMENTS	J.R.A.

DATE: FEBRUARY 20, 2019
DESIGN: JRA
DRAWN: STAFF
CHECKED: JRA

Registered Professional Engineer (Electrical) CERTIFICATE NO. 27839 JAMES R. ADLER Date Signed 12/16/20 EXPIRES 03/31/21

YUMA COUNTY
FLOOD CONTROL DISTRICT

SAN LUIS RETENTION BASIN PUMP STATION

PUMP STATION ELECTRICAL SPECIFICATIONS

JAMES DAVEY AND ASSOCIATES
1025 W. 24TH ST, SUITE 2 - YUMA, AZ 85364 - (928) 782-7926

SCALE: NTS | PROJ. NO. | DWG. NO. | E-4A

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. G.**

Meeting Date: 03/10/2021

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with Edais Engineering, Inc. associated with the expansion of City Hall. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

City staff is seeking to expand the East Wing City Hall. Based on city growth, more personnel is needed in order to continue providing essential services to our residents of San Luis. With the current building configuration we will run out of space for any additional personnel. The contract is for construction design plans and will include the following scope of work:

- Architectural and Engineering Design: The design of the building to meet the requirements of the attached concept floor plan supplied by the City of San Luis. This design will include complete Architectural, Civil, Structural, Electrical, Mechanical, Plumbing, Fire Protection, Fire Alarm and Landscaping. The design will meet the City of San Luis latest adopted codes.
- Meetings, Plan Submittals and Approval: The consultant will meet with the City of San Luis staff and City building staff to discuss the project requirements and obtain the required approvals and building permit to construct the project.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH EDAIS ENGINEERING, INC. IN THE AMOUNT OF TWENTY FOUR THOUSAND ($24,000.00) AS PRESENTED.

Fiscal Impact

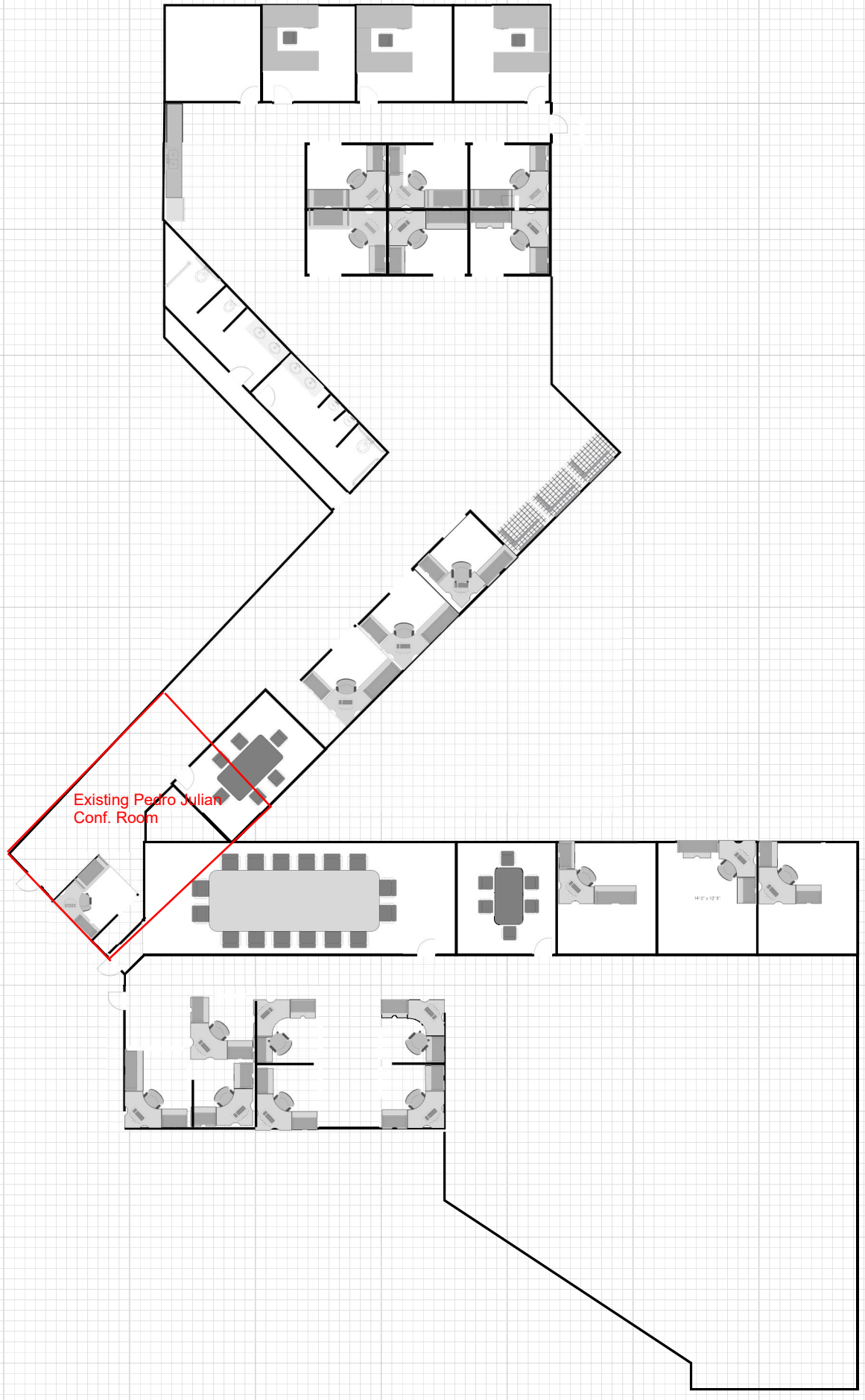
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$24,000
BUDGETED AMOUNT:	$115,000
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	$115,000

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

GL 100-999-90015 City Administration- Building Expansion-City Hall Expansion

Attachments

Conceptual Plan


Existing Pedro Julian
Conf. Room

EDAIS Engineering, Inc.
ARCHITECTURAL - CIVIL - SURVEYING
3075 S. AVENUE 4E * YUMA, AZ. 85365
(928) 344-3566 * (928) 341-1075 Fax
E-mail : EE@EdaisEngineering.com

PROPOSAL/CONTRACT FOR PROFESSIONAL SERVICES

Mr. Jose A. Guzman, Director of Planning & Zoning
City of San Luis
1090 East Union Street
San Luis, Arizona 85349

Edais Engineering, Inc. is pleased to present this proposal /Contract for Professional Architectural and Engineering Services. This agreement, if agreed upon by both parties, shall be entered into force as of this 4th day of March 2021, between **Edais Engineering, Inc.,** herein "Consultant" and the **City of San Luis,** herein "Owner". This agreement must be signed and dated by both parties within thirty (30) days of the above date to be valid. This contract has a time limitation of one year and subject to renewal. No conditions or representation altering, detracting from or adding to the terms hereof shall be valid unless presented in writing and signed by both parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties.

Article 1 – Scope of Work of this Agreement

1.1 **Service -** The purpose of this proposal /Contract is to provide Architectural and Engineering Services for the Building expansion as depicted in the sketch made available to us by the City of San Luis.

Our **Design Services** will include:

- **Architectural and Engineering Design:** The design of the building to meet the requirements of the Attached concept floor plan supplied by the City of San Luis. This design will include complete Architectural, Civil, Structural, Electrical, Mechanical, Plumbing, Fire Protection, Fire Alarm and Landscaping. The design will meet the City of San Luis latest adopted codes.

- **Meetings, Plan Submittals and Approval:** The consultant will meet with the City of San Luis staff and City building staff to both discuss the project requirements and obtain the required approvals and building permit to construct the project.

1.2 **Exclusions** – Edais Engineering is not responsible for the following items unless otherwise stated in writing:

- Fees required by the City or any other agency including, but not limited to building permit fees, plan review fees, encroachment fees, variance fees, title report fees, fees from the City or any other fees.
- The preparation of legal documents or any similar documents that may be required for this project.
- The preparation of Environmental Impact Statements or similar environmental documents and;
- Construction management, supervision, and inspection.
- Blueprints, Xerox copies reproducible Mylar copies, delivery and postage;
- All other charges or expenses shall be invoiced by Consultant to Client at cost, plus twenty percent (20%) for handling.

1.3 Completion - Consultant's services are considered complete upon completion of all items described in Section 1.1.

Initials: _____

3075 S. AVENUE 4E * YUMA, AZ. 85365
(928) 344-3566 * (928) 341-1075 Fax
E-mail : EE@EdaisEngineering.com

Article 2 – Compensation of Consultant

2.1 Contract Amount - Edais Engineering, Inc. agrees to complete the above scope of work for **Twenty-Four Thousand U.S. Dollars ($24,000.00).**

2.2 Retainer – No retainer required.

Billing Process – Billing will be progressive monthly for work done during the month.

2.3 Additional Services – A Letter of Memorandum will be issued for any additional work required for your project. If an additional contract amount is not listed, it will be billed on a time and material basis. Please see the attached "Rate Schedule" for details. In the event of a change of rule, regulation or policy, by any governmental agency or agencies after the date of this Agreement, which change alters the plans, specifications and/or field work to be prepared or performed hereunder, any additional office or field work required as a result of such change shall be deemed additional services to be paid by Client and will be invoiced and paid according to the terms of this agreement.

2.4 Payment Schedule - Invoices issued as described in Section 2.3 are due and payable upon receipt and are delinquent ten days after the invoice date unless otherwise stated on the invoice. It is the responsibility of the Client to promptly review and notify Consultant of any objections, in writing, within ten days of the date of the invoice. Absent such objection, the invoice and services covered thereby shall be deemed proper and acceptable.

2.5 Returned checks – In accordance with company policy, a thirty-dollar insufficient funds fee will be charged to the Client's account for any returned check and Consultant will only accept cash, cashier's check, or EFT following a returned check. In accordance with A.R.S. 12-671, any person who, for himself or for another, submits a check for payment of services with knowledge that there are insufficient funds to draw upon, is not only subject to civil action, but is liable to the holder of the check for twice the amount of the check or fifty dollars, whichever is greater.

2.6 Termination of Services - If an invoice remains delinquent for a period of fifteen days, Consultant may, at its discretion, terminate this Agreement by giving written notice of its termination to the Client. Termination shall take effect on the date of the notice of termination. In the event of termination under the provisions of this paragraph, Consultant shall be entitled to payment for all services rendered, any costs incurred until and including the date of termination, and reimbursement of all expenses attributable to said termination. Should the

project be terminated as described herein, a new contract must be drafted and signed by both parties prior to the recommencement of the project in addition the receipt of any pending dues in relation to this contract.

Article 3 – Liability/Indemnity

3.1 Limited Liability - Consultant's responsibility in performing this contract is limited solely to the scope of work set forth in this Agreement.

3.2 Authority to Contract - Client warrants that it has authority to contract for the services to be rendered any to the Site under this Agreement. Client agrees to indemnify and defend Consultant against claim arising out of Client's lack of authorization to contract for improvements or services to the Site.

Initials: _____

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(928) 344-3566 * (928) 341-1075 Fax
E-mail : EE@EdaisEngineering.com

Article 4 – Claims by Client or designated 3rd party

4.1 Definition – A claim is a demand by Client, Client's Agent, or by a designated 3rd party for adjustment to this Agreement for additional compensation or other favorable adjustment for services rendered that was not requested by Client, Client's Agent or a designated 3rd party. A mutually acceptable conclusion to a claim shall be documented by a Letter of Memorandum as provided herein.

4.2 Written Notice – Client may make certain claims to Edais Engineering as provided herein but in all cases such claims shall be made in writing.

Article 5 – Dispute Resolution

5.1 Definition – The definition of a dispute is when a claim by either party remains unresolved after completion of the change order and/or claims process discussed above.

5.2 Intent –The parties shall resolve all disputes as quickly and efficiently as possible to avoid undue expenses to both parties. All disputes shall be resolved by the following process:

5.3 Step 1 – Written Request for Settlement Discussions – To initiate the dispute resolution process, either party may send a written notice to the authorized representative of the other party requesting that two dispute settlement meetings be scheduled. The first one within 14 to 21 days, and the second shall be within 10 days of the first meeting. The parties shall cooperate in scheduling both meetings.

5.4 Step 2 – First Meeting – Project Team Resolution Meeting – The first formal dispute resolution meeting shall be held at Edais Engineering's local office and attended by the all applicable personnel for both parties as well as project management personnel for both parties to discuss and attempt to resolve the dispute.

5.5 Step 3 – Second Meeting – Principals – If the first meeting does not produce a settlement or a course of action to resolve the dispute, then a second meeting shall be held with the principals or executive in charge of each party in attendance. Both parties shall attempt to reach an acceptable solution to the dispute.

5.6 Step 4 – Binding Alternative Dispute Resolution – If the parties cannot agree after these meetings on a resolution or a course of action to resolve the dispute, then the parties may agree to any form of alternative dispute resolution (ADR) to attempt to resolve the issue. Neither party shall be bound to submit to ADR but if both parties agree to submit the dispute to ADR, then both parties shall be bound to the outcome and decision made by the ADR process. Such ADR shall be conducted in the place where the project is located and judgment upon the award rendered in ADR may be entered in any court having proper jurisdiction thereof, with venue in the place where the Project is located.

5.7 Step 5 – Litigation – If the parties cannot agree on a resolution and if either party does not agree to submit the dispute to Binding ADR, then the dispute may be submitted to the Civil Courts for litigation in any court having proper jurisdiction thereof, with venue in the place where the Project is located.

Article 6 – Miscellaneous/General Conditions

6.1 Client agrees to cooperate in any and every way or manner with Consultant, in regard to the services to be performed by the consultant. All sketches, drawings, tracings, computations,

Initials: _____

3075 S. AVENUE 4E * YUMA, AZ. 85365
(928) 344-3566 * (928) 341-1075 Fax
E-mail : EE@EdaisEngineering.com

survey notes, and other paperwork presented by Consultant shall remain the property of Consultant.

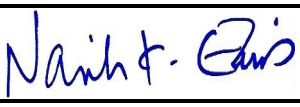
6.2 All agreements on Consultant's part are contingent upon and subject to the fact that Consultant shall not be responsible for damage or be in default or deemed to be in default by reason of delays in performance due to strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at the established area wage rates, delays caused by failure of Client, or Client's agents, to furnish information or to approve or disapprove work promptly, or due to late, slow, or faulty performance of Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with performance of Consultant's services hereunder and other unavoidable delays or causes of delay. In the event the project is subject to any of the above conditions, the project completion date will be extended accordingly.

6.3 Pre-liens – Prior to the commencement of work Client acknowledges that the Consultant requires that the attached job information sheet be filled out as completely as possible so that a twenty-day preliminary lien ("pre-lien") may be sent to all involved parties in accordance with A.R.S 33-992.01 and 33-922.02. Please note that a pre-lien is **not** a lien and is not a reflection on the integrity of any person, contractor, or subcontractor. This Agreement shall be interpreted and governed in accordance with the laws of the State of Arizona.

6.4 In the event any term or provision of this Agreement is held to be invalid or enforceable, the validity of the other provisions hereof shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.

6.5 Authority to Bind – By any performance hereunder, Client verifies that the individual signing this Agreement is duly authorized by the corporate bylaw, partnership agreement, or if signed on behalf of a private party that consists of more than the signer, has been given power of attorney or by other legal process permission to bind Client to the obligations contemplated under this Agreement and Client shall be so bound.

By signing below, you are authorizing Edais Engineering, Inc. to commence work on the above stated project based on the scope of work enumerated in this agreement.

Consultant:	Edais Engineering, Inc.	Client:	
Authorized Signature:		Authorized Signature:	
Name & Title:	Najeh K. Edais, President	Title:	
Date:	March 4, 2021	Date:	

Initials: _____

EDAIS Engineering, Inc.
ARCHITECTURAL - CIVIL - SURVEYING
3075 S. AVENUE 4E * YUMA, AZ. 85365
(928) 344-3566 * (928) 341-1075 Fax
E-mail : EE@EdaisEngineering.com

RATE SCHEDULE FOR
ARCHITECTURE & ENGINEERING SERVICES
2020

PRINCIPAL	$150.00/HR
PROJECT MANAGER	$140.00/HR
ENGINEER	$120.00/HR
ARCHITECT	$120.00/HR
LAND SURVEYOR	$120.00/HR
JUNIOR ENGINEER/ARCHITECT	$110.00/HR
SURVEY OFFICE CALCULATIONS	$110.00/HR
SURVEY CREW & EQUIPMENT	$160.00/HR
PLAN REVIEW	75% OF PLAN CHECK FEE
WATER OPERATOR	$75.00/HR
SEWER OPERATOR	$75.00/HR
SPECIAL PROFESSIONAL INSPECTION & REPORT	$95.00/HR
BUILDING INSPECTION	$85.00/HR
CAD/TECH DRAFTING	$85.00/HR
WORD PROCESSING	$35.00/HR
PRINTING AND BLUEPRINTING	$0.33/SQ.FT
MYLAR REPRODUCIBLE COPIES	$2.50/SQ.FT
LONG DISTANCE TELEPHONE/FAX/POSTAGE	ACTUAL COST
MILEAGE	$0.65/MILE
MAILING AND POSTAGE	ACTUAL COST

Initials: _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. H.**

Meeting Date: 03/10/2021

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Conditional Use Permit Case No. 2021-031. A request by Alejandra Muñoz, owner, for a conditional use permit to allow the construction of an accessory dwelling unit (guesthouse) on property located at 115 N. Escamilla Court. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Conditional Use Permit Case No. 2021-031

SUMMARY:

This is a request by Alejandra Muñoz, owner for a conditional use permit to allow the construction of an accessory dwelling unit (guest house) as per Section 152.078 (C)(1) of the City of San Luis Code of Ordinances. The property is located at 115 N. Escamilla Court, Parcel ID Number 777-60-631.

This use is listed as a conditional use permit as per City Code § 152.078(C) (1): *"One accessory dwelling unit on a residential lot provided the lot and the accessory dwelling unit meets the following standards:*

1. *The area of the lot is 8,000 square feet or larger in size;*
2. *The accessory dwelling unit may not exceed 50% of the gross square footage of the livable area of the primary dwelling unit;*
3. *The addition of the accessory dwelling unit may not cause the lot to be split; rather the lot remains as one lot under the same ownership as that of the primary dwelling unit;*
4. *The accessory dwelling unit shall be located in the buildable area of the lot.*
5. *A single common driveway shall serve both the principal residence and the accessory dwelling unit; and*
6. *The accessory dwelling unit must be connected to all of the primary structure's utilities; with the exception of phone and cable services.*
7. *The accessory dwelling unit may not be used for any commercial or non-residential uses."*

ANALYSIS:

1. *The area of the lot is 8,000 square feet or larger in size;*

   The area of the lot is 12,140 square feet.

2. *The accessory dwelling unit may not exceed 50% of the gross square footage of the livable area of the primary dwelling unit;*

   The square footage of the livable area of the primary dwelling unit is 2,884 sq. ft. 50% of the primary dwelling unit is 1,442 sq. ft. The proposed accessory building is approximately 936 sq. ft. with a livable area of 544 sq. ft.

3. *The addition of the accessory dwelling unit may not cause the lot to be split; rather the lot remains as one lot under the same ownership as that of the primary dwelling unit;*

   The accessory dwelling unit will not cause the lot to be split. Due to the dimensions of the existing house a lot split will not be allowed under the current zoning regulations.

4. *The accessory dwelling unit shall be located in the buildable area of the lot.*

   The accessory dwelling unit will be located in the buildable area of the lot and will comply with all the required setbacks.

5. *A single common driveway shall serve both the principal residence and the accessory dwelling unit;*

   A single common driveway will serve both the principal residence and the accessory dwelling unit. The accessory building will be covered from the sight of the street by a block fence and no additional driveways permitted.

6. *The accessory dwelling unit must be connected to all of the primary structure's utilities; with the exception of phone and cable services.*

   This will be reviewed and applied during the building permit process.

7. *The accessory dwelling unit may not be used for any commercial or non-residential uses*.

   The applicant requested this permit to allow her parent-in-law to live in the accessory dwelling unit. No commercial use of this unit is permitted, including renting the unit and the violation of this restriction will result in the revocation of the conditional use permit and possible citations.

AGENCY REVIEW:
As part of the review process, all land use cases are reviewed by various city and outside agencies. We have received comments from the following agencies:

1. City of San Luis Attorney's Office (1-26-21)
2. Yuma County Development Services (1-26-21)
3. Yuma County Airport Authority (1-28-21)

As required by state statute, staff sent notification letters to property owners within 300 feet of the proposed project (51 properties). The city has not received any other comments or questions from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:
As required by state statute and the City Code, a Citizen Review Meeting was held on February 2, 2021, at 6:00 P.M., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the conditional use permit application, ask questions and/or express any comments or concerns. There were no people from the public connected to the teleconference neither did the city receive any comments or questions prior to the meeting.

PLANNING AND ZONING COMMISSION:
This item was presented to the Planning and Zoning Commission during their regular meeting of February 9, 2020. The Planning and Zoning Commission made a motion to forward this item to the City Council with recommendation of approval as presented by staff.

STAFF RECOMMENDATION:
The applicant has provided the information and materials necessary for review of the Conditional Use Permit. Staff recommends approval of Conditional Use Permit Case No. 2021-031.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING.
1. **Staff presentation**
2. **Call to the public on this item**

B. I MOVE TO CLOSE THE PUBLIC HEARING.
C. I MOVE TO APPROVE CONDITIONAL USE PERMIT CASE NO. 2020-031 AS PRESENTED BY STAFF.

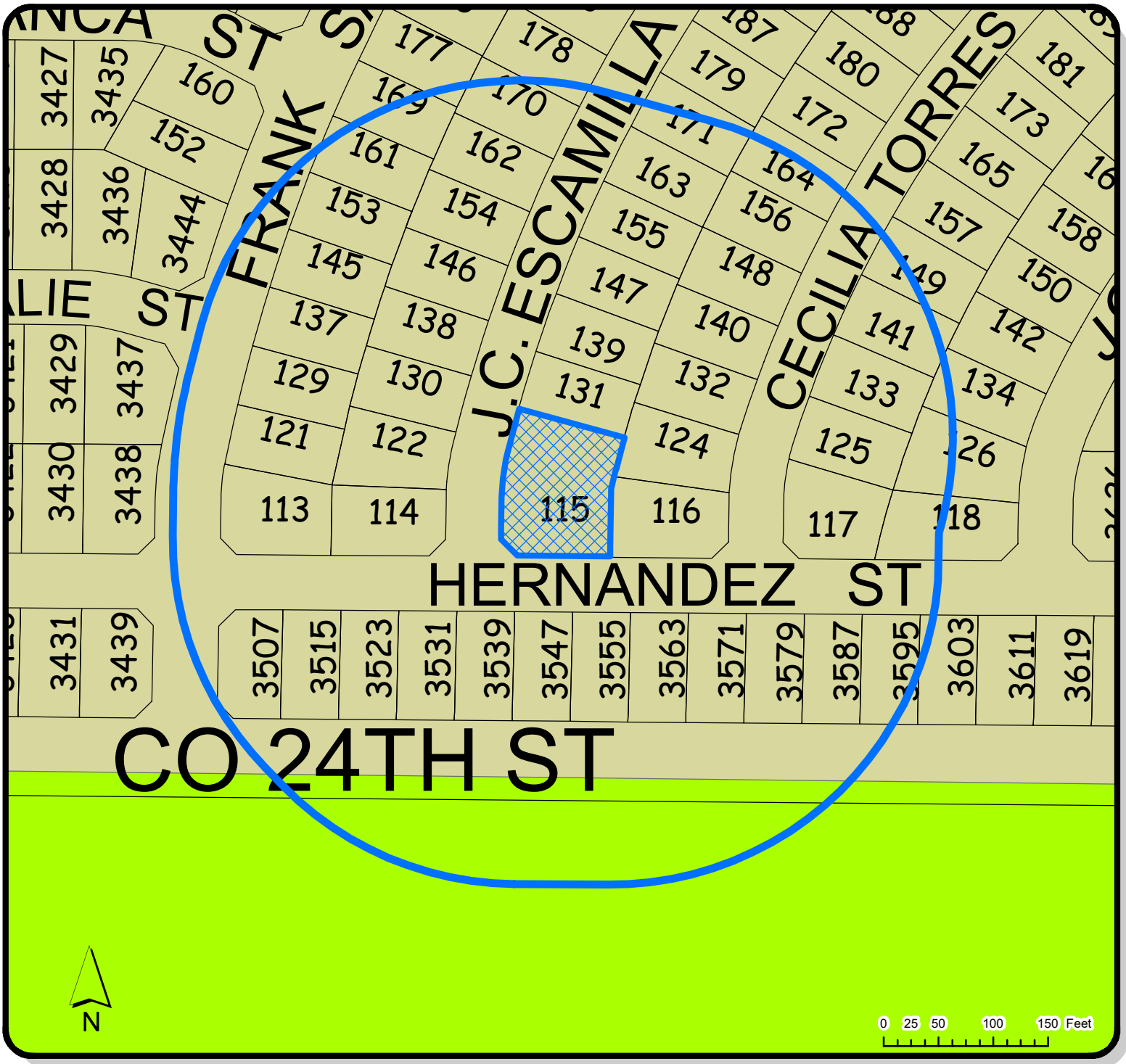
Fiscal Impact

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

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

Attachments

Location Map
Aerial Picture
Site Plan
Floor Plan
Request from Owner
City of San Luis Attorney's Office Comments (1-26-21)
Yuma County Development Services Comments (1-26-21)
Yuma County Development Services Comments (1-26-21)



LOCATION OF SUBJECT PROPERTY

811 N J.C. ESCAMILLA CT

LOCATION MAP

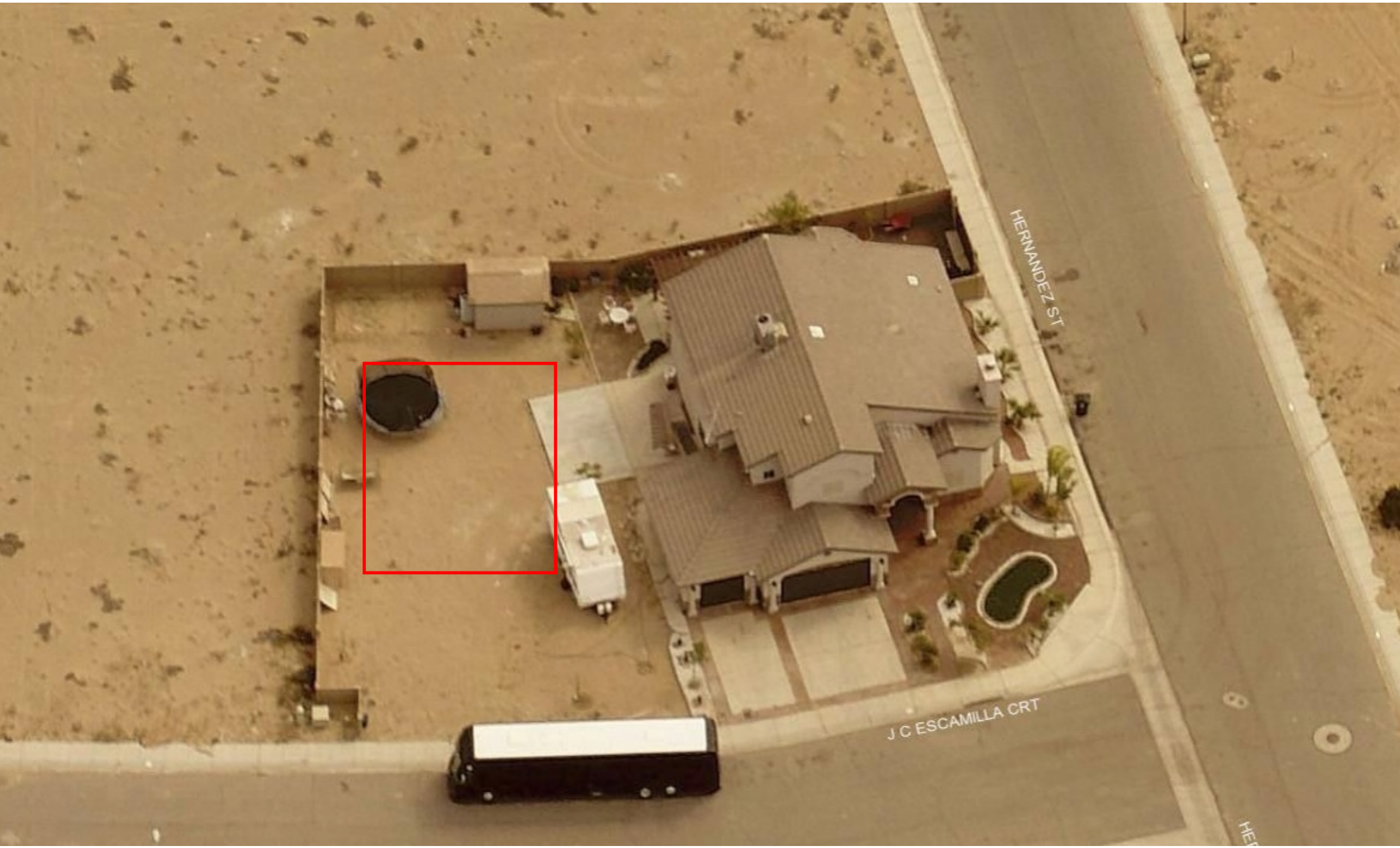
Zoning

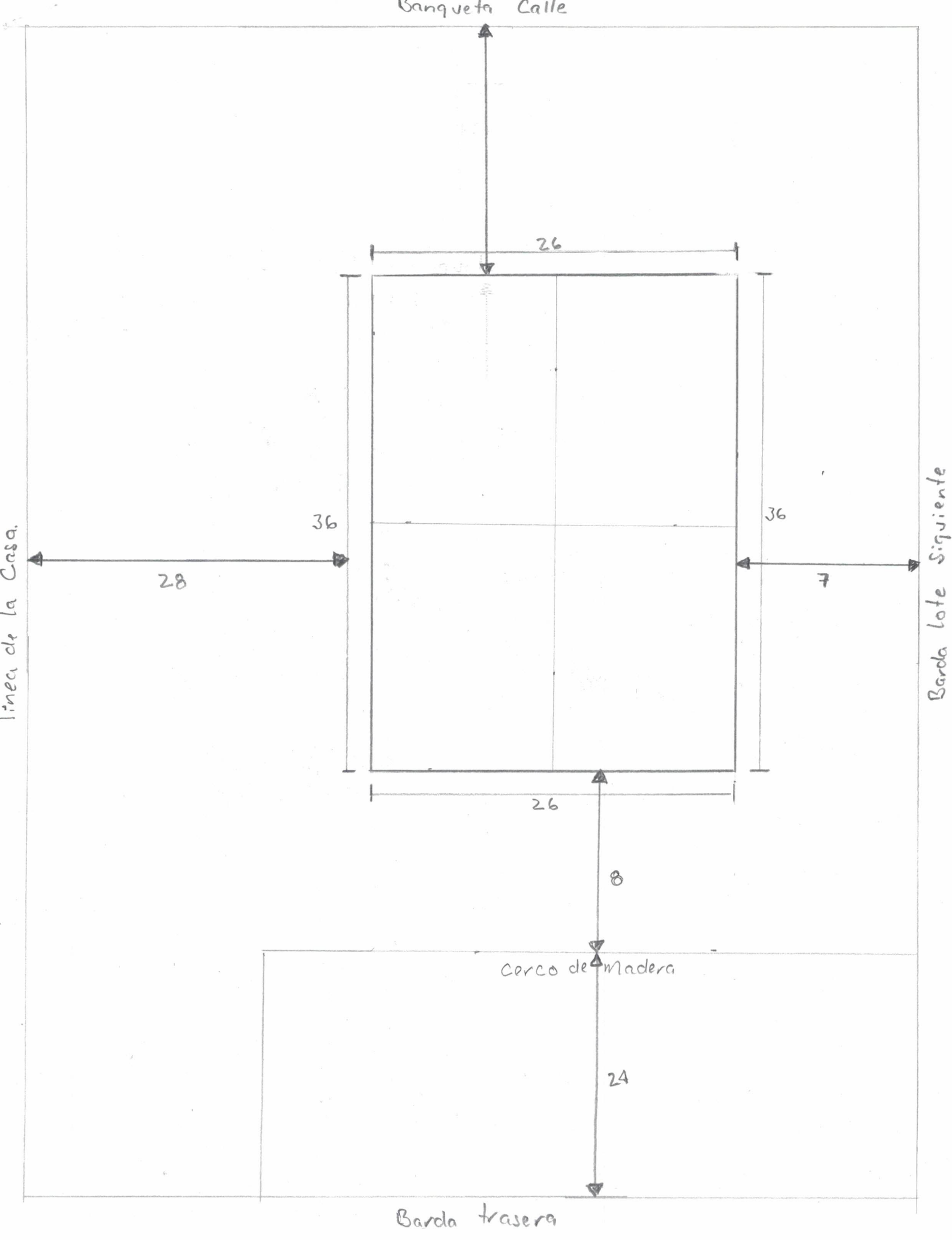
MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
SINGLE RESIDENCE ZONING DISTRICTS
RA-10

CONDITIONAL USE PERMIT

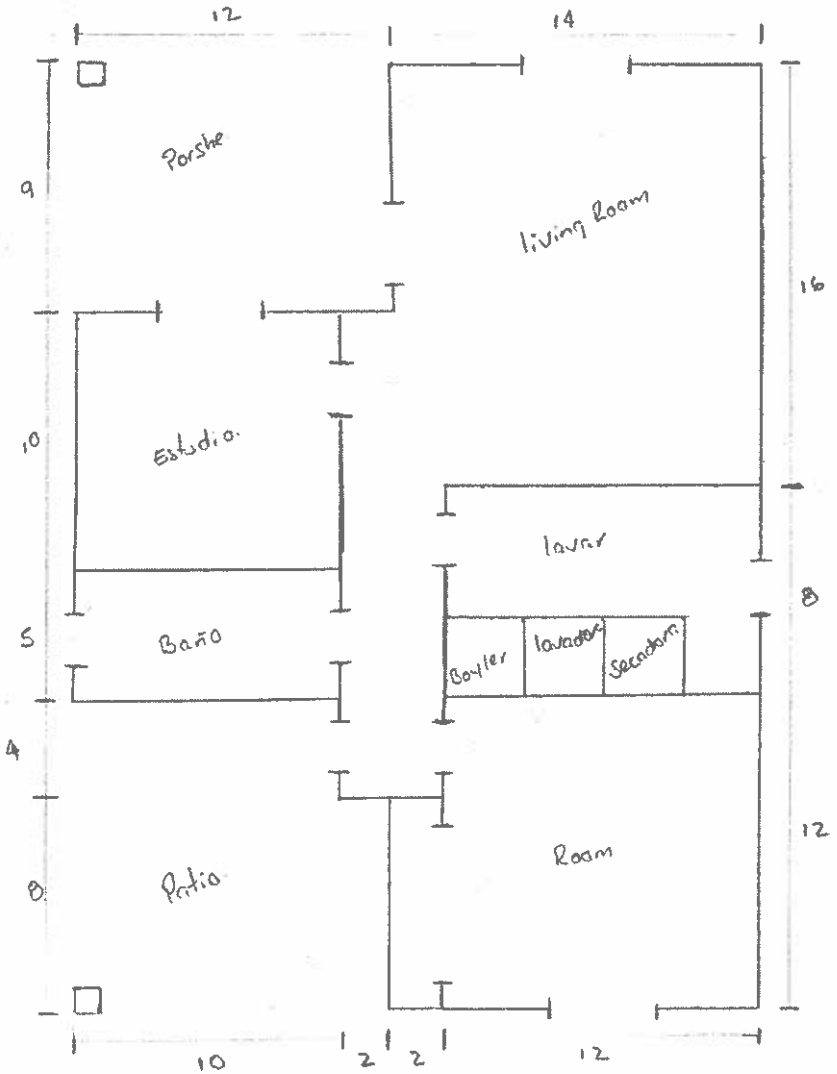
CASE #
2021-031

DATE: 1/20/2021	**PLANNING & ZONING**	**CREATED BY:** ISAAC GUTIERREZ
CHECKED BY: ROMAN PACHECO	**GIS**	**APPROVED BY:** JOSE A. GUZMAN


HERNANDEZ ST
J C ESCAMILLA CRT


Banqueta Calle
26
36
36
28
7
26
8
cerco de Madera
24
Línea de la Casa.
Barda lote siguiente
Barda trasera

Santiago Muñoz (760) 540-3866
115 JC Escamilla Ct
San Luis Az 85349



1/12/21

Yo Alejandra Muñoz estoy pidiendo
Un Permiso Condicional, para
Poder hacer un guesshouse para
Instalar a mis suegros en-ella.

Sin mas.

Alejandra Muñoz.

January 26, 2021

CONDITIONALCASE NUMBER: 2021-031

CASE SUMMARY: This is a request by Alejandra Muñoz, owner, for a Conditional Use Permit to allow the construction of an accessory dwelling unit (guesthouse) as per Section 152.078 C.1 (Medium Density Residential, R1-6 zoning district) of the City of San Luis Code of Ordinance. The property is located at 115 N. Escamilla Court, PID #777-60-631, San Luis, Arizona.

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:
2nd day of February 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARING: February 9, 2021

COMMENTS DUE: February 2, 2021

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map and Plat

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:

This is a new subdivision, and if a guest house approved, it will become a rental and begin the process of lessening economic values of the neighborhood. I have seen this before in that first this one, then a neighbor converts a garage saying they have a renter why cant I, etc. We are not in a position to be able to tell the difference between a guest, a relative, or a renter. We do not have the staff to knock on doors to find out who is living there. Even if it starts out fine, in time it always ends up as a tenant.

Date:
January 26, 2021

Agency:
Glenn Gimbut, Assistant City Attorney

Phone: 341-8520

Return to: P&Z@sanluisaz.gov

January 26, 2021

CONDITIONALCASE NUMBER: 2021-031

CASE SUMMARY: This is a request by Alejandra Muñoz, owner, for a Conditional Use Permit to allow the construction of an accessory dwelling unit (guesthouse) as per Section 152.078 C.1 (Medium Density Residential, R1-6 zoning district) of the City of San Luis Code of Ordinance. The property is located at 115 N. Escamilla Court, PID #777-60-631, San Luis, Arizona.

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Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map and Plat

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:
The site plan fails to identify critical information (existing house, setbacks to property lines, and between existing house and ADU, north arrow, scale etc), therefore a proper review/analysis is not possible.

Date:
1/26/2021
Agency:
Yuma County Department of Development Services
Phone:
928-817-5176
Return to: P&Z@sanluisaz.gov

January 26, 2021

CONDITIONALCASE NUMBER: 2021-031

CASE SUMMARY: This is a request by Alejandra Muñoz, owner, for a Conditional Use Permit to allow the construction of an accessory dwelling unit (guesthouse) as per Section 152.078 C.1 (Medium Density Residential, R1-6 zoning district) of the City of San Luis Code of Ordinance. The property is located at 115 N. Escamilla Court, PID #777-60-631, San Luis, Arizona.

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Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map and Plat

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:

The property is located near Rolle Airfield where aviation activity is expected to increase in the future. According to the Rolle AirField Airport Master Plan it is recommended to submit an Avigation Easement Disclosure Statement. The disclosure statement shall serve as notice of the fact that the property is within an Airport Overlay Area and that the property therein is subject to potential noise, vibration, and impacts from Rolle AirField. When a subdivision plat or parcel split is required the following notice shall be placed on the plat and/or recorded with the title: "These properties, due to their proximity to the Rolle Airfield, are likely to experience aircraft over flights, which could generate noise levels which may be of

concern to some individuals. The City, public and airport shall be held harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the airport, not including the physical impact of aircraft or parts thereof." Noise Attenuation: The construction, alteration, moving, partial demolition, repair and use of any building or structure within the Airport Overlay Area shall comply with the Sound Attenuation Standards in order to achieve an exterior to interior Noise Level Reduction (NLR) of 25 decibels. Certification of such NLR measures, by a Registered Engineer or a Registered Architect, shall be required to be submitted along with the application for a building permit.

Date:
1/28/21
Agency:
Yuma County Airport Authority
Phone:
928-726-5882
Return to: P&Z@sanluisaz.gov

AGENDA ITEM REVIEW FORM

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

Meeting Date: 03/10/2021

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Board of Adjustment
Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2021-044. A request by Alejandro and Maria Lopez, owners, for a variance to reduce the rear yard setback from 10 feet to 5 feet for the construction of a room addition on property located at 514 N. Fuentes Drive. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open public hearing
   1. Presentation by staff and/or applicant
   2. Call to the Public on this item
B. Close public hearing
C. Action on Variance Case No. 2021-044

SUMMARY:

The property is located at 514 N. Fuentes Drive which is a zoned as Medium-High Density Residential (R-2) and is located at 514 N. Fuentes Drive, PID No. 776-44-186, San Luis, Arizona.

The reason for the request is to allow the construction of a room addition on the rear of the property leaving a setback of only 5 feet where 10 feet is required.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. We have received comments from the following agencies:

1. City of San Luis Fire Department
2. City of San Luis Attorney's Office
3. Yuma County Department of Development Services

As required by state statute, staff sent notification letters to property owners within 300 feet of the proposed project. The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CRITERIA FOR APPROVAL:

A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. § 9-462.6 and in City Code §152.045(C). In all cases, the application shall address all of the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

2. The above special circumstances or conditions are pre-existing and are not created or self-imposed by the owner or applicant.
3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public's welfare.

The Arizona Revised Statutes (§ 9-462.069-462.06. Board of Adjustment) further states that the Board may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

ANALYSIS:
Staff has reviewed this request and has determined that the request does not meet the criteria for granting a variance from the Zoning Regulations.

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

   Staff does not find that there are any special circumstances or conditions relating to this request. The room addition can be done to the south side of the property where there are approximately 30 feet without construction. The room addition can be done within the required setback on the side of the property.

2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.

   There are no special circumstances or conditions. The conditions creating the request were created by the property owner and should be corrected through redesign of the room addition to the side of the property.

3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in the zoning district.

   Staff does not find that the construction of this room with reduced setback is necessary for the preservation of substantial property rights. Without the variance the property can still be used as a dwelling unit.

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

   Any reduction of setbacks, even though some changes are minimal, increases the potential fire spread between structures.

STAFF RECOMMENDATION:
Staff has reviewed this request and has determined that it does not meet the required criteria, therefore staff recommends denial of Variance Case No. 2021-0440.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
   1. Presentation by staff and/or applicant
   2. Call to the Public on this item
B. I MOVE TO CLOSE PUBLIC HEARING
C. I MOVE TO DENY VARIANCE ON CASE NO. 2021-044 BECAUSE THE APPLICATION DOES NOT

FIT THE CRITERIA FOR A VARIANCE.

Fiscal Impact

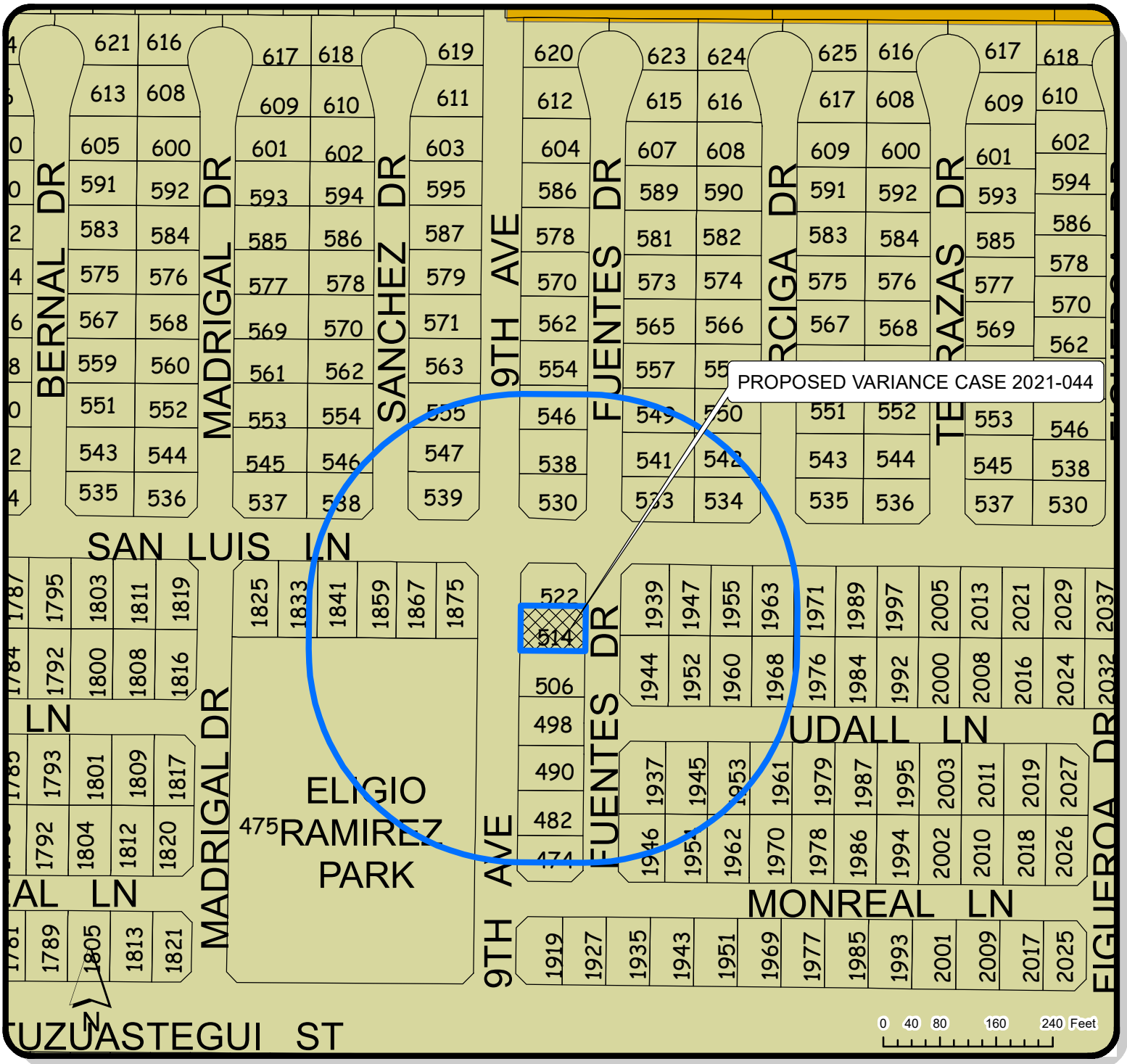
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Location Map
Site Plan
Picture Location
Request from Owner
Comments Received



LOCATION OF SUBJECT PROPERTY

514 N LAS FUENTES DR

300ft Notification Area

LOCATION MAP

Zoning

MULTIPLE RESIDENCE ZONING DISTRICTS

R-2

R-3

VARIANCE

CASE #
2021-044

DATE:
2/10/2021

PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

CALLE CALLE

VARDA VARDA VARDA

ATRAS CASA

5 pies

5 pies

6 pies

BAÑO Nuevo

6 pies

10 pies

14 pies

Cuarto Nuevo

6 pies

10 pies

Armado

Abrir aquí

Closet

BAÑO

10 pies

10½ pies

30 pies

Recamara

7 pies

Recamara

Closet

Baño

RECAMARA

COCINA

30 pies

Puerta

7 pies

SALA

Comedor

PUERTA

COCHERA

FRENTE CASA

CALLE CALLE


FUENTES DR
9TH ST

La construcción que queremos
hacer esta en la parte de
atras de la casa

Queremos amphiar una recamara
Y la Razón es porque esta muy
reducida
Le queremos agregar un baño

no sera perjudicial para los
Vecinos porque estamos
retirados

Ya les pregunte y estan
de acuerdo

February 17, 2021

VARIANCE CASE NUMBER: 2021-044

CASE SUMMARY: A request by Alejandro and Maria Lopez, owners, for a variance as per Table No. 5 – Minimum Yard Setback to reduce the rear yard setback from 10 feet to 5 feet for the construction of a room addition. The property is zoned Medium-High Residential (R-2) and is located at 514 N. Fuentes Drive, PID #776-44-186, San Luis, Arizona.

PUBLIC HEARING: March 10, 2021

COMMENTS DUE: February 24, 2021

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Board of Adjustment hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map & Site Plan

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:
02/22/21
Agency:
The City of San Luis Fire Department
Phone:
928/341-8550
Return to: P&Z@sanluisaz.gov

February 17, 2021

VARIANCE CASE NUMBER: 2021-044

CASE SUMMARY: A request by Alejandro and Maria Lopez, owners, for a variance as per Table No. 5 – Minimum Yard Setback to reduce the rear yard setback from 10 feet to 5 feet for the construction of a room addition. The property is zoned Medium-High Residential (R-2) and is located at 514 N. Fuentes Drive, PID #776-44-186, San Luis, Arizona.

PUBLIC HEARING: March 10, 2021

COMMENTS DUE: February 24, 2021

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Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map & Site Plan

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:

I leave it to others to determine whether five feet is too narrow or not. This is not a small decline in size. But it is self-imposed and if the vast majority of lots in the neighborhood are 10 feet, it really cannot be legally granted.

Date:

2/18/2021

Agency:

City Attorney's Office – Glenn Gimbut, Assistant City Attorney

Phone:

341-8520

Return to: P&Z@sanluisaz.gov

February 17, 2021

VARIANCE CASE NUMBER: 2021-044

CASE SUMMARY: A request by Alejandro and Maria Lopez, owners, for a variance as per Table No. 5 – Minimum Yard Setback to reduce the rear yard setback from 10 feet to 5 feet for the construction of a room addition. The property is zoned Medium-High Residential (R-2) and is located at 514 N. Fuentes Drive, PID #776-44-186, San Luis, Arizona.

PUBLIC HEARING: March 10, 2021

COMMENTS DUE: November 24, 2021

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Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map & Site Plan

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:

1. Unable to locate Table No. 6.10 in the City of San Luis Zoning Ordinance linked in the City of San Luis webpage. The table is referenced in the Table of Contents but it is not in the actual document.
2. The site plan is deficient as it does not appear to be drawn to scale, does not show property dimensions and does not appear to show all existing roofed structures located on the property (per aerial imagery).

Date:
2.19.2021
Agency:
Juan Leal Rubio, Senior Planner, Yuma County Department of Development Services/Planning & Zoning Division
Phone:
928-817-5176
Return to: P&Z@sanluisaz.gov