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 24, 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, 24 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 MARCH 23, 2021

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
March 24, 2021
7:00 p.m.

The March 24, 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.

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 24 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.

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. PROCLAMATIONS/PRESENTATION

4. A. - Cesar Chavez Day March 31, 2021

4. B. - National Library Week April 4-10, 2021

4. C. - National Fair Housing Month April 2021

4. D. Presentation on the Yuma Multiversity Concept by Mr. Jim Schuessler, President/CEO Yuma Multiversity. **(Jim Schuessler, President/CEO)**

5. 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.

5. A. DISBURSEMENTS FROM MARCH 1, 2021 TO MARCH 13, 2021

Total Disbursements $906,935.22
(Nine-Hundred Six Thousand, Nine Hundred, Thirty-Five Dollars and Twenty-Two Cents)

5. B. Discussion and possible action on any and all matters regarding Resolution No. 2160. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma validating the results of Request for Qualifications No. 2021-002 for on-call professional services for city architectural services and authorizing the appointment of four (4) architectural firms to a list from which Architectural firms will be drawn on an as-needed basis to provide needed professional services. **(Mary French-Jones, Grants Writer)**

5. C. Discussion and possible action on any and all matters regarding Resolution No. 2161. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, validating the results of a Request for Qualifications RFQ No. 2021-001 for on-call civil engineering services and authorizing the appointment of seven (7) civil engineering firms to a list from which city engineering firms will drawn on an as-need basis to provide needed professional services. **(Mary French-Jones,Grants Writer).**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding authorization to purchase a 2021 Chevrolet Suburban to be utilized by staff for travel and training purposes and to transfer funds from a budgeted project that is not going forward this fiscal year for purchase of the vehicle. **(Sonia Cornelio, City Clerk)**

6. B. Discussion and possible action on any and all matters regarding authorization to purchase one (1) new 2021 Ford 4x2 Super Crew truck and one (1) new 2021 Ford 4x4 Super Crew truck for the Department of Public Works, Wastewater Division. **(Eulogio Vera, Director of Public Works)**

6. C. Discussion and possible action on any and all matters regarding the purchase agreement between the City of San Luis, Arizona and Standard Printing Company, Inc. to provide the processing, printing and mailing of utility bills. **(Jorge Perez, Billing & Collections Manager)**

6. D. Discussion and possible action an any and all matters regarding the proposed agreement between the City of San Luis, Arizona and Willdan Financial Services to assist the city in providing a water, wastewater and sanitation cost of service and rate update. **(Jorge Perez, Billing & Collections Manager)**

6. E. Discussion and possible action on any and all matters regarding the change of appointment of a Vice-Mayor. **(Council Member Luis E. Cabrera; Council Member Africa Luna-Carrasco; and Council Member Gloria Torres)**

6. F. Discussion and possible action on any and all matters regarding removing all employee staggered schedules for all city staff and report in-person to the worksite on Monday, April 5, 2021. **(Council Member Luis E. Cabrera; Council Member Africa Luna-Carrasco; and Council Member Gloria Torres)**

6. G. Discussion and possible action on any and all matters regarding the approval and adoption of Order No. 2021-5. 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 equipment by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program Award - REALLOCATION 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)**

6. H. Discussion and possible action on any and all matters regarding Resolution No. 2159. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into a Development Agreement with the Greater Yuma Port Authority (GYPA) to phase the development of Magrino Industrial Park, Unit 3. **(Kay Marion Macuil, City Attorney)**

6. I. Discussion and possible action on any and all matters regarding Ordinance No. 414. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending, adding and renumbering sections of the San Luis City Code in Chapter 94, Titled “Parks and Recreation” under the Subchapter “Tobacco Products” to expand the prohibition on the use of tobacco products beyond city parks to city open public spaces, and designating areas to allow the use; repealing any conflicting provisions; providing for severability. **(Angelica Roldan, Assistant Director of Parks and Recreation)**

A. Action on Reading of Ordinance No. 414 by title only
(City Clerk to read the ordinance by title only)
B. Action and adoption of Ordinance No. 414

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

8. ADJOURNMENT

PROCLAMATION

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

Meeting Date: 03/24/2021

Title:

- Cesar Chavez Day March 31, 2021

Attachments

Proclamation - Cesar Chavez Day 3/31/2021

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

CESAR CHAVEZ DAY
March 31, 2021

WHEREAS, Cesar Estrada Chavez, a native Arizonan born on March 31, 1927, is celebrated as one of America's great Latino American civil rights activist; and

WHEREAS, he was committed to organizing farm workers to advocate for safe and fair working conditions, reasonable wages, decent housing, and the elimination of child labor; and

WHEREAS, Cesar Chavez and the Latino Community worked together in the struggle for justice to defend the poor and return dignity, respect and hope to workers; and

WHEREAS, his non-violent approach to social injustice made him an exemplary role model for union members nationwide and resulted in improving the lives of many Americans; and

WHEREAS, the life and service of Cesar Chavez continue to inspire us all to seek progress and justice by peaceful means; and

WHEREAS, Cesar Chavez peacefully passed away in his sleep on April 23, 1993 in San Luis, marking an era of dramatic changes in American agriculture.

NOW THEREFORE, I, Gerardo Sanchez, Mayor of the City of San Luis hereby proclaim March 31st as Cesar Chavez Day in San Luis and urge all citizens to participate in this important and historic event.

PASSED AND ADOPTED this **24th** day of **March** 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 03/24/2021

Title:

- National Library Week April 4-10, 2021

Attachments

Proclamation - National Library Week 2021

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

National Library Week 2021
April 4-10, 2021

WHEREAS, libraries are accessible and inclusive places that foster a sense of belonging and community;

WHEREAS, for people lacking broadband at home, libraries provide access to computers and wi-fi, even checking out internet hotspots and laptops;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

WHEREAS, libraries are conrnerstones of democracy, promoting the free exchange of information and ideas for all;

NOW, THEREFORE, be it resolved that I, Gerardo Sanchez, Mayor of the City of San Luis, proclaim National Library Week, April 4-10, 2021. During this week, I encourage all residents to visit their library online to access resources and services. Because of you, Libraries Transform lives and communities.

PASSED AND ADOPTED this **24th** day of March 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **4. C.**

Meeting Date: 03/24/2021

Title:

- National Fair Housing Month April 2021

Attachments

Proclamation - Fair Housing

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL FAIR HOUSING MONTH
APRIL 2021

WHEREAS, The National Fair Housing Law of 1986 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, familial status or national origin; and

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

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

NOW THEREFORE, I, Gerardo Sanchez, Mayor of the City of San Luis, hereby affirm and proclaim the month of April as National Fair Housing Law of 1986 and the Fair Housing Amendments Act of 1988 for FY 2021 in the City of San Luis and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

PASSED AND ADOPTED this 24th day of March 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PRESENTATION

Regular City Council Meeting **4. D.**

Meeting Date: 03/24/2021

Presentation Topic/Summary:

Presentation on the Yuma Multiversity Concept by Mr. Jim Schuessler, President/CEO Yuma Multiversity. **(Jim Schuessler, President/CEO)**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 03/24/2021

Summary

DISBURSEMENTS FROM MARCH 1, 2021 TO MARCH 13, 2021

Total Disbursements $906,935.22

(Nine-Hundred Six Thousand, Nine Hundred, Thirty-Five Dollars and Twenty-Two Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING MARCH 24, 2021
Disbursement Report from 03/01/2021 TO 03/13/2021

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	3/2/2021	$ 328,751.97	Schedule A
Accounts Payable Check Account	3/4/2021	$ 352,150.32	Schedule B
Payroll Check Account	3/9/2021	$ 4,605.96	Schedule C
Accounts Payable Check Account	3/11/2021	$ 221,426.97	Schedule D
	Total Disbursements:	**$ 906,935.22**	

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

Prepared by Oriana S. Duarte: Oriana Duarte

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2021 MAR 18 P 3:00
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

Pay Day Register

Pay Date Range 02/13/21 - 02/26/21

Pay Batch 202105

PSPRS FIRE DB RATE - TIER 3	2,544.52	25,598.81
PSPRS FIRE DC RATE - TIER 3	163.52	1,816.84
PSPRS FIRE DISABILITY RATE	25.62	1,816.84
PSPRS POLICE DB RATE - TIER	3,625.15	47,387.51
PSPRS POLICE DB RATE - TIER	2,630.87	22,582.67
PSPRS POLICE DB RATE - TIER 2	1,046.26	8,980.77
PSPRS POLICE DB RATE - TIER 3	2,078.55	20,910.73
STANDARD LIFE ADDTNL	1,022.43	.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	$328,751.97	

ATTORNEY- ALL & CLERICAL-	71.69	32,589.28
AUTO SERVICE/ REPAIR	258.58	9,268.04
BUILDING- NOC OPER BY	1,070.06	29,559.16
BUS COMPANY AND DRIVERS	152.66	2,765.60
CLERICAL OFFICE/ LIBRARY/	267.05	111,267.77
Electrician	59.11	1,882.40
FIREFIGHTERS & DRIVERS	3,900.97	89,062.16
GARBAGE/ ASH/ REFUSE	280.10	4,481.61
MUNICIPAL/ TOWN/	89.76	5,129.02
PARKS- NOC ALL EMPLOYEES	586.61	18,923.34
POLICE OFFICERS	4,642.23	105,987.53
RECREATION- ALL EMPLOYEES/	211.90	15,467.11
SEWAGE DISPOSAL/ PLANT	589.71	17,142.92
Street or Road Construction	1,931.48	24,052.89
WATERWORKS OPERATIONS	536.31	15,455.55
Total	$14,710.72	

Monica Castro Digitally signed by: Monica Castro DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD Date: 2021.03.02 16:52:40 -07'00'

Direct Deposits	Amount
1st Bank Yuma	27,440.86
ACADEMY BANK	2,800.68
Bank of America	1,285.93
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	159,689.02
CHASE BANK CA	963.52
chase centro	1,039.05
Federal Credit Union	32,259.94
FF CREDIT UNION	1,743.25
FIREFIGHTER FIRST CREDIT UNION	3,746.34
FIRST NATIONAL BANK TEXAS	1,549.04
GREEN DOT BANK	359.44
MIT FEDERAL CREDIT UNION	386.53
National Bank	2,914.42
Navy Federal	19,167.08
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	650.45
Sunbank	1,584.96
THE FOOTHILLS BANK	448.28
USAA FEDERAL SAVING	1,258.03
WASHINGTON FEDERAL	933.60
Wells Fargo	66,730.98
WELLS FARGO CA	1,330.57
Total	$328,751.97

	Check	$0.00

Schedule B

City of San Luis

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/4/2021

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

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	$352,150.32	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	108	$352,150.32	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	$352,150.32	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	108	$352,150.32	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**108**	**$352,150.32**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**108**	**$352,150.32**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**108**	**$352,150.32**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**108**	**$352,150.32**	**$0.00**

ROULA J. DE ENCINAS

Digitally signed by: ROULA J. DE ENCINAS DN: CN = ROULA J. DE ENCINAS email = RENCINAS@CITYOFSAN LUIS.ORG C = US O = CITY OF SAN LUIS Date: 2021.03.09 17:06:03 -07'00'

Oriana Duarte

Digitally signed by: Oriana Duarte DN: CN = Oriana Duarte email = oduarte@sanluisaz.gov C = US O = City of San Luis OU = Finance Department Date: 2021.03.09 16:39:23 -07'00'

City of San Luis

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
97195	03/01/2021	Open			Accounts Payable	INTEGRATED WATER SERVICES, INC	$135,000.00		
97196	03/01/2021	Open			Accounts Payable	YUMA SUN INC	$16,837.85		
97197	03/04/2021	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
97198	03/04/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
97199	03/04/2021	Open			Accounts Payable	FOP/ALC	$375.00		
97200	03/04/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$100.00		
97201	03/04/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$375.00		
97202	03/04/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,644.95		
97203	03/04/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
97204	03/04/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$102.50		
97205	03/04/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,000.00		
97206	03/04/2021	Open			Accounts Payable	ALDAMA, EMMANUEL	$55.00		
97207	03/04/2021	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$3,147.94		
97208	03/04/2021	Open			Accounts Payable	FRAGOZO, CERVANDO	$148.33		
97209	03/04/2021	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	$291.54		
97210	03/04/2021	Open			Accounts Payable	MARTINEZ, NERYS	$150.00		
97211	03/04/2021	Open			Accounts Payable	PEREZ, HAZIEL	$327.00		
97212	03/04/2021	Open			Accounts Payable	RODRIGUEZ, ALEJANDRO	$150.00		
97213	03/04/2021	Open			Accounts Payable	RUIZ, MONICA	$209.00		
97214	03/04/2021	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	$570.75		
97215	03/04/2021	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$193.50		
97216	03/04/2021	Open			Accounts Payable	VELASCO, CLARISSA	$209.00		
97217	03/04/2021	Open			Accounts Payable	ZAPIEN, OSCAR	$312.00		
97218	03/04/2021	Open			Accounts Payable	ALCALA, ZULEMA	$500.00		
97219	03/04/2021	Open			Accounts Payable	ALSCO, INC	$560.28		
97220	03/04/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	$214.50		
97221	03/04/2021	Open			Accounts Payable	AMBERLY'S PLACE	$3,500.00		
97222	03/04/2021	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	$300.00		
97223	03/04/2021	Open			Accounts Payable	ANDERSON HYDRAULICS	$671.73		
97224	03/04/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$675.00		
97225	03/04/2021	Open			Accounts Payable	ANIMAL CARE EQUIPMENT AND SERVICES	$393.60		
97226	03/04/2021	Open			Accounts Payable	ARIZONA GLOVE AND SAFETY	$1,657.61		
97227	03/04/2021	Open			Accounts Payable	ARIZONA INTERAGENCY FARMWORKERS COALITION INC	$3,000.00		
97228	03/04/2021	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$363.60		
97229	03/04/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$1,029.83		

City of San Luis

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97230	03/04/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$144.77		
97231	03/04/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$207.06		
97232	03/04/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$30,639.85		
97233	03/04/2021	Open			Accounts Payable	BLT ASPHALT LLC	$285.99		
97234	03/04/2021	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$4,198.62		
97235	03/04/2021	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	$473.79		
97236	03/04/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$5,919.77		
97237	03/04/2021	Open			Accounts Payable	BRIDGET'S GIFT	$1,545.00		
97238	03/04/2021	Open			Accounts Payable	BTE BODY COMPANY INC	$6,945.38		
97239	03/04/2021	Open			Accounts Payable	CDWG	$543.33		
97240	03/04/2021	Open			Accounts Payable	CITY OF YUMA	$785.73		
97241	03/04/2021	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	$675.00		
97242	03/04/2021	Open			Accounts Payable	D & H ELECTRIC INC.	$2,200.00		
97243	03/04/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$35.00		
97244	03/04/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$786.06		
97245	03/04/2021	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	$400.95		
97246	03/04/2021	Open			Accounts Payable	DESERT WATER	$118.42		
97247	03/04/2021	Open			Accounts Payable	DESTINY SOFTWARE, INC	$3,500.00		
97248	03/04/2021	Open			Accounts Payable	DICK'S AUTO REBUILDERS	$1,747.87		
97249	03/04/2021	Open			Accounts Payable	ECOVERDE, LLC	$331.98		
97250	03/04/2021	Open			Accounts Payable	FBI-LEEDA	$300.00		
97251	03/04/2021	Open			Accounts Payable	FILTRONICA, INC.	$1,500.00		
97252	03/04/2021	Open			Accounts Payable	FISHER CHEVROLET - PARTS	$137.88		
97253	03/04/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$520.00		
97254	03/04/2021	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$152.67		
97255	03/04/2021	Open			Accounts Payable	GIS PLANNING INC	$9,000.00		
97256	03/04/2021	Open			Accounts Payable	GUST ROSENFELD P.L.C.	$3,714.00		
97257	03/04/2021	Open			Accounts Payable	HACH COMPANY	$2,866.33		
97258	03/04/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$1,323.59		
97259	03/04/2021	Open			Accounts Payable	INTERSTATE BATTERY OF YUMA	$544.12		
97260	03/04/2021	Open			Accounts Payable	IPS GROUP INC	$542.77		
97261	03/04/2021	Open			Accounts Payable	IRON MOUNTAIN INC	$38.53		
97262	03/04/2021	Open			Accounts Payable	JENNIFER MORSE LLC	$130.00		
97263	03/04/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	$90.19		
97264	03/04/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$89.39		
97265	03/04/2021	Open			Accounts Payable	LOGICAL CONCEPTS, INC	$260.88		
97266	03/04/2021	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$1,144.30		
97267	03/04/2021	Open			Accounts Payable	MOTION INDUSTRIES, INC.	$343.48		
97268	03/04/2021	Open			Accounts Payable	NAVARRO, LORENA	$3,096.60		
97269	03/04/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	$687.60		
97270	03/04/2021	Open			Accounts Payable	OFFICE DEPOT	$494.43		
97271	03/04/2021	Open			Accounts Payable	ON TRACK OVERHEAD DOORS	$2,792.71		
97272	03/04/2021	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$1,000.00		
97273	03/04/2021	Open			Accounts Payable	PERALTA, GRISELDA	$1,000.00		

City of San Luis

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97274	03/04/2021	Open			Accounts Payable	POLAR COOLING LLC	$617.50		
97275	03/04/2021	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	$2,952.23		
97276	03/04/2021	Open			Accounts Payable	PURCELL TIRE CO.	$834.47		
97277	03/04/2021	Open			Accounts Payable	QUINONES TIRES LLC	$10.00		
97278	03/04/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	$500.00		
97279	03/04/2021	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	$4,583.33		
97280	03/04/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	$8.13		
97281	03/04/2021	Open			Accounts Payable	RODRIGUEZ, PERLA	$100.00		
97282	03/04/2021	Open			Accounts Payable	RWC INTERNATIONAL LTD	$483.01		
97283	03/04/2021	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	$5,375.34		
97284	03/04/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$2,025.00		
97285	03/04/2021	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	$1,184.96		
97286	03/04/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	$2,210.00		
97287	03/04/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$17,522.05		
97288	03/04/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$1,905.32		
97289	03/04/2021	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	$669.80		
97290	03/04/2021	Open			Accounts Payable	THE ROACH PEST CONTROL	$940.00		
97291	03/04/2021	Open			Accounts Payable	TORRES, ALEXIS	$680.00		
97292	03/04/2021	Open			Accounts Payable	ULINE, INC.	$165.99		
97293	03/04/2021	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$274.00		
97294	03/04/2021	Open			Accounts Payable	V&L LANDSCAPING AND GREEN MAINTENANCE	$250.00		
97295	03/04/2021	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	$9,885.90		
97296	03/04/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$916.05		
97297	03/04/2021	Open			Accounts Payable	WESTERN ARIZONA LAW ENFORCEMENT ASSOCIATION	$166.00		
97298	03/04/2021	Open			Accounts Payable	YUMA AUTO REBUILDERS	$1,462.01		
97299	03/04/2021	Open			Accounts Payable	YUMA COMMUNITY FOOD BANK	$25,000.00		
97300	03/04/2021	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	$1,206.92		
97301	03/04/2021	Open			Accounts Payable	YUMA SUN INC	$340.68		
97302	03/04/2021	Open			Accounts Payable	YUMA TRUCK PARTS	$514.28		
Type Check Totals:					108 Transactions		$352,150.32		

Schedule C

Pay Day Register

Pay Date Range 03/01/21 - 03/31/21

Pay Batch 202103M

Pay Batch 202103M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 2

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	200.00
Total	0.0000	$7,750.00

Withholdings and Deductions		Gross Base
Gross	7,750.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	81.92	5,685.85
SOCIAL SECURITY TAX	480.50	7,750.00
MEDICARE	112.35	7,750.00
STATE WITHHOLDING	127.39	5,685.85
ASRS Council	108.36	.00
ASRS LTD Council	1.62	.00
Council Retirement EORP	471.50	4,850.00
Dental Council	143.51	.00
EODCRS - COUNCIL	144.00	1,800.00
EODCRS - DISABILITY	2.26	1,800.00
GARNISHMENT	221.11	.00
Medical Council	1,155.61	.00
MISCELLANEOUS	55.00	.00
Vision Council	38.91	.00
Net	$4,605.96	

Benefits		Gross Base
ASRS Council	108.36	.00
ASRS LTD Council	1.62	.00
ASRS/EORP - LEGACY RATE	444.51	.00
Dental Council	257.36	.00
EODCRS - COUNCIL	108.00	1,800.00
EODCRS - DISABILITY	2.26	1,800.00
EODCRS/EORP LEGACY RATE	997.74	1,800.00
Health Council	6,358.99	.00
Retirement Council EORP	2,979.36	4,850.00
Vision Council	79.03	.00
Total	$11,337.23	

Workers' Comp		Gross Base
MUNICIPAL/ TOWN/	135.65	7,750.00
Total	$135.65	

Direct Deposits	Amount
1st Bank Yuma	729.54
Chase Bank	688.14
Federal Credit Union	939.74
Navy Federal	699.70
REALTORS FED CRED UNION	322.20
WASHINGTON FEDERAL	797.18
Wells Fargo	429.46
Total	$4,605.96

Check $0.00

Monica Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2021.03.09 16:19:53 -07'00'

Approved by:
Date:

Schedule D

City of San Luis

Payment Register

From Payment Date: 3/8/2021 - To Payment Date: 3/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	78	$221,426.97		$0.00	

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	78	$221,426.97	$0.00
		Reconciled	0	$0.00	$0.00
		Voided	0	$0.00	$0.00
		Stopped	0	$0.00	$0.00
		Total	78	$221,426.97	$0.00

Grand Totals:

	Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**78**	**$221,426.97**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**78**	**$221,426.97**	**$0.00**

	All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**78**	**$221,426.97**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**78**	**$221,426.97**	**$0.00**

Miguel M Ramirez

Digitally signed by: Miguel M Ramirez
DN: CN = Miguel M Ramirez email = mramirez@sanluisaz.gov C = US O = City of San Luis Az
Date: 2021.03.15 08:06:33 -07'00'

Oriana Duarte

Digitally signed by: Oriana Duarte
DN: CN = Oriana Duarte email = oduarte@sanluisaz.gov C = US O = City of San Luis OU = Finance Department
Date: 2021.03.11 17:27:03 -07'00'

City of San Luis

Payment Register

From Payment Date: 3/8/2021 - To Payment Date: 3/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
97303	03/11/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$221.11		
97304	03/11/2021	Open			Utility Management Refund	AGUILAR, GLORIA & BERENICE MAGANA	$158.60		
97305	03/11/2021	Open			Utility Management Refund	BERUMEN , SAMUEL	$144.43		
97306	03/11/2021	Open			Utility Management Refund	BORRAYO JUAN & HERNANDEZ LETICIA	$200.57		
97307	03/11/2021	Open			Utility Management Refund	BUSTAMANTE, ANGELICA	$177.61		
97308	03/11/2021	Open			Utility Management Refund	CAUDILLO, CIRILO & JORGE	$0.46		
97309	03/11/2021	Open			Utility Management Refund	LANDA-HERNANDEZ, SONIA	$81.63		
97310	03/11/2021	Open			Utility Management Refund	MACIAS, CLAUDIA	$179.72		
97311	03/11/2021	Open			Utility Management Refund	OCHOA, MATILDE	$78.78		
97312	03/11/2021	Open			Utility Management Refund	SILVA, EVA A & KARLA OLIVAS	$126.21		
97313	03/11/2021	Open			Accounts Payable	ARANDA, JOSUE	$312.00		
97314	03/11/2021	Open			Accounts Payable	CORREA, CARLOS	$109.59		
97315	03/11/2021	Open			Accounts Payable	DIAZ, ESTELA	$150.00		
97316	03/11/2021	Open			Accounts Payable	LOPEZ, ENRIQUE	$126.00		
97317	03/11/2021	Open			Accounts Payable	OCHOA, ANTONIO	$150.00		
97318	03/11/2021	Open			Accounts Payable	SOLIS, ROBERTO	$126.00		
97319	03/11/2021	Open			Accounts Payable	UNITED STATES TREASURY	$221.11		
97320	03/11/2021	Open			Accounts Payable	ZARATE RUEDA, JOSE, DE JESUS	$150.00		
97321	03/11/2021	Open			Accounts Payable	ALSCO, INC	$2,894.25		
97322	03/11/2021	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING	$495.00		
97323	03/11/2021	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$1,654.30		
97324	03/11/2021	Open			Accounts Payable	ARIZONA STATE MUSEUM	$482.26		
97325	03/11/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$3,040.46		
97326	03/11/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$1,906.84		
97327	03/11/2021	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$1,752.02		
97328	03/11/2021	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$50.41		
97329	03/11/2021	Open			Accounts Payable	CDWG	$1,340.11		
97330	03/11/2021	Open			Accounts Payable	CIVICPLUS	$8,409.79		
97331	03/11/2021	Open			Accounts Payable	CODE 3 TECHNOLOGY LLC	$249.28		
97332	03/11/2021	Open			Accounts Payable	CRAFCO INC.	$126.01		
97333	03/11/2021	Open			Accounts Payable	D & H ELECTRIC INC.	$490.00		
97334	03/11/2021	Open			Accounts Payable	DESERT WATER	$108.70		
97335	03/11/2021	Open			Accounts Payable	EMPIRE MACHINERY	$494.00		
97336	03/11/2021	Open			Accounts Payable	FDC RESCUE, LLC	$674.07		
97337	03/11/2021	Open			Accounts Payable	FISHER CHRYSLER	$177.42		
97338	03/11/2021	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	$270.00		
97339	03/11/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$918.00		
97340	03/11/2021	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	$180.39		
97341	03/11/2021	Open			Accounts Payable	GOVINVEST INC	$10,960.00		

City of San Luis

Payment Register

From Payment Date: 3/8/2021 - To Payment Date: 3/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
97342	03/11/2021	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$999.04		
97343	03/11/2021	Open			Accounts Payable	KS STATE BANK	$236.59		
97344	03/11/2021	Open			Accounts Payable	KUSTOM SIGNALS, INC	$262.72		
97345	03/11/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$129.74		
97346	03/11/2021	Open			Accounts Payable	MAGU ENTERPRISE	$1,200.00		
97347	03/11/2021	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$23,738.54		
97348	03/11/2021	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	$4,355.96		
97349	03/11/2021	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	$119,375.38		
97350	03/11/2021	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	$53.00		
97351	03/11/2021	Open			Accounts Payable	NAPA AUTO PARTS	$92.94		
97352	03/11/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	$241.29		
97353	03/11/2021	Open			Accounts Payable	OFFICE DEPOT	$1,540.69		
97354	03/11/2021	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	$463.72		
97355	03/11/2021	Open			Accounts Payable	ORTEGA, LUZ	$75.00		
97356	03/11/2021	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C	$2,165.00		
97357	03/11/2021	Open			Accounts Payable	PROFORCE LAW ENFORCEMENT	$3,019.89		
97358	03/11/2021	Open			Accounts Payable	PURCELL TIRE CO.	$1,501.32		
97359	03/11/2021	Open			Accounts Payable	QUINONES TIRES LLC	$10.00		
97360	03/11/2021	Open			Accounts Payable	RAPTOR PRODUCTS, INC	$467.64		
97361	03/11/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	$32.01		
97362	03/11/2021	Open			Accounts Payable	SAN LUIS AZ NEWS	$498.20		
97363	03/11/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	$4,327.30		
97364	03/11/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	$560.00		
97365	03/11/2021	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	$1,372.42		
97366	03/11/2021	Open			Accounts Payable	SPECTRUM BUSINESS	$3,315.14		
97367	03/11/2021	Open			Accounts Payable	SUN RENTAL AND SALES INC.	$386.26		
97368	03/11/2021	Open			Accounts Payable	THE LIGHTHOUSE INC	$257.33		
97369	03/11/2021	Open			Accounts Payable	THE ROACH PEST CONTROL	$795.00		
97370	03/11/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$335.66		
97371	03/11/2021	Open			Accounts Payable	TORTAS MEXICO	$152.35		
97372	03/11/2021	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$191.50		
97373	03/11/2021	Open			Accounts Payable	USA BLUE BOOK	$138.69		
97374	03/11/2021	Open			Accounts Payable	VALLEY COLLECTION SERVICE, LLC	$40.32		
97375	03/11/2021	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	$1,950.56		
97376	03/11/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$13.94		
97377	03/11/2021	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	$4,166.67		
97378	03/11/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	$3,050.93		
97379	03/11/2021	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	$428.55		
97380	03/11/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	$98.55		
Type Check Totals:					78 Transactions		$221,426.97		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	$221,426.97	$0.00
	Reconciled	0	$0.00	$0.00

AGENDA ITEM REVIEW FORM

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

Meeting Date: 03/24/2021

Department Head: Mary French-Jones, Grants Writer, Administration, Economic Development

Submitted By: Mary French-Jones, Grants Writer, Administration, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2160. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma validating the results of Request for Qualifications No. 2021-002 for on-call professional services for city architectural services and authorizing the appointment of four (4) architectural firms to a list from which Architectural firms will be drawn on an as-needed basis to provide needed professional services. **(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:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2160.

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

Resolution No. 2160

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2160

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA COUNTY OF YUMA, VALIDATING THE RESULTS OF A REQUEST FOR QUALIFICATIONS FOR ON-CALL PROVIDERS OF CITY ARCHITECTURAL SERVICES AND AUTHORIZING THE APPOINTMENT OF FOUR (4) ARCHITECTURAL FIRMS TO A REFERRAL LIST FROM WHICH ARCHITECTURAL FIRMS WILL BE DRAWN ON AN AS-NEEDED BASIS TO PROVIDE NEEDED PROFESSIONAL SERVICES.

WHEREAS, the City of San Luis, Arizona regularly requires licensed architectural services for its various projects; and

WHEREAS, the City of San Luis wants to ensure the quality of the architectural services it engages; and

WHEREAS, the City of San Luis conducted an open competition among qualified firms to assess their capabilities; and

WHEREAS, an expert panel has examined proposals from qualified architectural firms and selected firms to be appointed for on-call contractual city architectural services.

NOW, THEREFORE, BE IT RESOLVED the City of San Luis, Arizona, County of Yuma, for a period of up to five year appoints the following firms to its selection list of qualified licensed architectural firms:

EAPC Architect Engineers
Michael Wilson Kelly – Architects, Ltd.
NEI Nicklaus Engineering, Inc.
Thompson Design Architects, PC

PASSED AND ADOPTED BY THE Mayor and Council of the City of San Luis, Arizona on this 24th day of March 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

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. C.**

Meeting Date: 03/24/2021

Department Head: Mary French-Jones, Grants Writer, Administration, Economic Development

Submitted By: Mary French-Jones, Grants Writer, Administration, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2161. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, validating the results of a Request for Qualifications RFQ No. 2021-001 for on-call civil engineering services and authorizing the appointment of seven (7) civil engineering firms to a list from which city engineering firms will drawn on an as-need basis to provide needed professional services. **(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).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2161.

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.

Attachments

Resolution No. 2161 On-Call Engineering Services

Review Committee Evaluation and Recommendation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2161

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA COUNTY OF YUMA, VALIDATING THE RESULTS OF A REQUEST FOR QUALIFICATIONS FOR ON-CALL PROVIDERS OF CITY ENGINEERING SERVICES AND AUTHORIZING THE APPOINTMENT OF SEVEN (7) CIVIL ENGINEERING FIRMS TO A REFERRAL LIST FROM WHICH CIVIL ENGINEERING FIRMS WILL BE DRAWN ON AN AS-NEEDED BASIS TO PROVIDE NEEDED PROFESSIONAL SERVICES.

WHEREAS, the City of San Luis, Arizona regularly requires civil engineering services for its various projects; and

WHEREAS, the City of San Luis wants to ensure the quality of the engineering services it engages; and

WHEREAS, the City of San Luis conducted an open competition among qualified firms to assess their capabilities; and

WHEREAS, an expert panel has examined proposals from qualified engineering firms and selected firms to be appointed for on-call contractual city engineers.

NOW, THEREFORE, BE IT RESOLVED the City of San Luis, Arizona, County of Yuma, for a period of up to five year appoints the following firms to its selection list of qualified civil engineering firms:

Core Engineering Group, PLLC
Dahl, Robins & Associates, Inc.
EPS Group
James Davey and Associates, Inc.
NEI Nicklaus Engineering, Inc.
Kimley-Horn
PACE Advanced Water Engineering

PASSED AND ADOPTED BY THE Mayor and Council of the City of San Luis, Arizona on this 24th day of March 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

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 **6. A.**

Meeting Date: 03/24/2021

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase a 2021 Chevrolet Suburban to be utilized by staff for travel and training purposes and to transfer funds from a budgeted project that is not going forward this fiscal year for purchase of the vehicle. **(Sonia Cornelio, City Clerk)**

SUMMARY:

Staff is seeking approval to purchase a new 2021 Chevrolet Suburban. The 2021 Chevrolet Suburban will replace four (4) vehicles for the departments in City Hall; a 2004 Dodge Durango, 2005 Ford Taurus, 2009 Toyota Prius and a 2009 Chevrolet Suburban. Staff obtained a quote from Midway Chevrolet totaling $51,318.26, using a state contract for this type of purchase.

Staff has been experiencing mechanical problems with at least three (3) of the vehicles mentioned and they are not reliable to be driven long distances as well as air conditioning issues.

Due to the conditions of the vehicles, staff is requesting the City Council approve the purchase of a new 2021 Chevrolet Suburban in the amount of $51,318.26 utilizing State of Arizona contract #ADSPO17-166122 as permitted in the City Procurement Code Section 36.01 (G) State or Federal Contracts.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A 2021 CHEVROLET SUBURBAN NOT TO EXCEED $51,400.00 AND TO COVER THE UNBUDGETED COST, TRANSFER FUNDS FROM THE BUDGET FOR THE CITY HALL EXPANSION PROJECT, WHICH IS NOT GOING FORWARD THIS FISCAL YEAR.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$51,318.26
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-900015 $1,060,500.00
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

Due to the delay in the City Hall expansion project, there is budget available from the expansion project that can be used for this purchase. We are requesting City Council to approve budget transfer as follows:

From
100-999-900015 Capital Outlay CIP $51,400.00
To
100-99-90000 Capital Outlay - Equipment $51,400.00

Attachments

Quote
Budget Transfer

Absolutely Unbeatable.
MIDWAY CHEVROLET

ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT #	ADSPO17-166122	Vehicles; New Purchases	
QUOTE SENT TO:	Francia	City of San Luis	
CONTRACT VEHICLE	2021 Chevrolet	Suburban 4x4	
QUOTE DATE:	3/9/2021		
CONTRACT PRICE		PER ATTACHED SPECS	$ 45,184.00

Additional Options

Solar Tint Glass State Max %	Dealer	$ 195.00
R9Y	Fleet Maint Credit	$ (30.71)
Model Adjust to 1LS from 1FL	GM Fleet Ops	$ 1,867.00
Delivery	To Customer	$ 135.00

Sub Total	$ 47,350.29
Sales Tax (8 .3 %)	$ 3,930.07
City of Phx 2020 Tax	$ 32.90
Tire Tax	$ 5.00
Plates	
Extended Warranty	

Capital Total Each Unit	$ 51,318.26

Quoted By: Gregg Ball
Midway Chevrolet Nissan Isuzu Truck
2323 W. Bell Rd.
Phoenix, Az. 85023
gball@vtaig.com
Cell 602-733-2251

Approximate Lead Time
TBD

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates.
Please call with any questions or concerns.
Thanks for the opportunity!

Please ask for your Order Conformation if a PO is generated from this quote!
Your order is not confirmed without the Factory conformation. Thank You

Table of Contents

- Dealership Information
- Selected Model and Options
- Standard Equipment
- Vehicle Image

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Data Version: 13243. Data Updated: Mar 8, 2021 10:06:00 PM PST.

Prepared By:

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10906	2021 Chevrolet Suburban 4WD 4dr LS

COLORS

CODE	DESCRIPTION
GBA	Black

EMISSIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements

ENGINE

CODE	DESCRIPTION
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
MQC	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

AXLE

CODE	DESCRIPTION
GU5	Rear axle, 3.23 ratio

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1LS	LS Preferred Equipment Group includes standard equipment

WHEEL TYPE

CODE	DESCRIPTION
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (✔ Complete)

TIRES

CODE	DESCRIPTION
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

PAINT

CODE	DESCRIPTION
GBA	Black

SEAT TYPE

CODE	DESCRIPTION
A50	Seats, front bucket (STD)

SEAT TRIM

CODE	DESCRIPTION
H0U	Jet Black, Premium cloth seat trim

RADIO

CODE	DESCRIPTION
IOS	Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

Options Total

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (Complete)

Standard Equipment

Mechanical

Suspension Package, Premium Smooth Ride

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

GVWR, 7700 lbs. (3493 kg) (4WD models only.) (STD)

Rear axle, 3.23 ratio

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15 (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)

Differential, mechanical limited-slip

4-wheel drive

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (Deleted when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 800 cold-cranking amps with 80 amp hour rating (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Alternator, 220 amps (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (Complete)

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Fascia, front

Luggage rack side rails, roof-mounted, bright

Assist steps, Black with chrome accent strip

Headlamps, LED

IntelliBeam, automatic high beam on/off

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 Plus system, 10.2" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

Audio system feature, 6-speaker system

Infotainment display, 10.2" diagonal multi-color touchscreen

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (Complete)

Entertainment

SiriusXM Radio with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the All Access package for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the All Access package, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)

Radio, HD

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)

Keyless start, push button

Seat trim, cloth

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual

Console, floor with storage area and removable storage tray (Deleted when (AZ3) 40/20/40 split-bench front seats are ordered.)

Floor covering, color-keyed carpeting

Floor mats, color-keyed carpeted first and second row, removable

Electronic Precision Shift

Steering column, lock control, electrical

Steering column, manual tilt and telescopic

Steering wheel, leather-wrapped

Steering wheel controls, mounted audio, Driver Information Center, cruise control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (Complete)

Interior

Door locks, power programmable with lockout protection and delayed locking

Keyless Open includes extended range Remote Keyless Entry

Remote start

Cruise control, electronic with set and resume speed

Theft-deterrent system, electrical, unauthorized entry

USB data ports 2, one type-A and one type-C, includes SD Card Reader, located within front center console

USB data ports, 2, one type-A and one type-C, located within center console

USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (Complete)

Safety-Exterior

Daytime Running Lamps, LED

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Deleted when (AZ3) front 40/20/40 split-bench seat is ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Park Assist

Following Distance Indicator

HD Rear Vision Camera

Front Pedestrian Braking

Forward Collision Alert

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr LS (2) (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

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City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

To purchase a 2021 Chevrolet Suburban to replace two (2) vehicles from City Clerk and two (2) vehicles from Administration.

Account Number	Account Name	Amended Budget FY20/21	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 20/21
100-999-90000	Capital Outlay - Equipment	450,500.00	51,400.00		501,900.00
100-999-900015	Capital Outlay - CIP	1,060,500.00		51,400.00	1,009,100.00
					-
					-
					-
					-
					-
					-
					-
					-
Total			51,400.00	51,400.00	

Department Head Sonia Gonzalez Date 3/17/2021

City Manager Jaclee Drew Date 03/16/2021

Finance Department [illegible] Date 03/16/21

HC pending council approval

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**

Meeting Date: 03/24/2021

Department Head: Eulogio Vera, Director of Public Works, Public Works Department

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase one (1) new 2021 Ford 4x2 Super Crew truck and one (1) new 2021 Ford 4x4 Super Crew truck for the Department of Public Works, Wastewater Division. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff seeks approval for the purchase of one (1) new 2021 Ford F-150 4x2 Super Crew truck and one (1) new 2021 Ford F-150 4x4 Super Crew truck for Wastewater Division. These trucks would be additional to our wastewater division fleet to more adequately serve our expanding operations. Bill Alexander Ford Lincoln is a local vendor. A state contract is available for the subject purchases which meets the required procurement process, under City Code-Purchasing Section 36.01(G). The vehicles were approved in the budget for the Fiscal Year 2020-2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF TWO (2) NEW FORD F-150 SUPER CREW TRUCKS IN THE AMOUNT OF $70,460.82.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	ENTERPRISE FUNDS
TOTAL:	$70,460.82
BUDGETED AMOUNT:	$70,460.82
AVAILABLE AMOUNT TO TRANSFER:	0
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-Equipment 300-302-90000 $70,460.82

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

Approved purchase in Fiscal Year 2020-2021 budget. Purchasing price came in higher than originally estimated last year but account has enougn funding to cover purchase.

Attachments

Bill Alexander Quote 1

Bill Alexander Quote 2

Internal Requisition

Jesus Urbalejo
801 E. 32nd Street
Yuma, AZ 85365
928-344-2200
www.billalexanderford.com

Line Item	Order Code	Description	Price
1	W1C	2022 F-150 4X2 Super Crew 5.5' Box	$31,169.28
2	995	Engine: 5.0 L V8	INC
3	53B	Class 4 trailer hitch	INC
4	101A	Power Equipment (power windows, cruise control)	INC
5			
6		Price is set per state contract	
7			
8			
9			
10			
11			
12			

Taxable Total:			$31,169.28
Sales Tax:			$2,621.96
Warranty Cost:			
Tire Tax:			
Freight			
Total Per Unit			$33,791.24

Jesus Urbalejo
801 E. 32nd Street
Yuma, AZ 85365
928-344-2200
www.billalexanderford.com

Line Item	Order Code	Description	Price
1	W1E	2022 F-150 4X4 Super Crew 5.5' Box	$33,824.28
2	995	Engine: 5.0 L V8	INC
3	53B	Class 4 trailer hitch	INC
4	101A	Power Equipment (power windows, cruise control)	INC
5			
6		Price is set per state contract	
7			
8			
9			
10			
11			
12			

Taxable Total:			$33,824.28
Sales Tax:			$2,845.30
Warranty Cost:			
Tire Tax:			
Freight			
Total Per Unit			$36,669.58

INTERNAL REQUISITION

GENERAL INSTRUCTIONS: Complete internal requisition (worksheet) & submit with all necessary attachments to PW Administrative Office. *Official requisition will be entered/processed in NW system & submitted to Finance for a PO.*

CITY OF SAN LUIS
Department of Public Works

DATE: 02/23/21

REQUESTOR: Gilberto Torres

DIVISION: Wastewater

VENDOR NAME: Bill Alexander Ford Lincoln
ADDRESS: 801 E. 32nd Street **CITY/STATE/ZIP:** Yuma, Arizona 85365

IMPORTANT NOTE: New vendor – Submit updated W-9 form (Finance Dept. will process W-9). Requisition will be placed on-hold until vendor is entered in NW system.

REASON FOR PURCHASE and/or PROJECT:
New Trucks needed for WW division approved for this FY21.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1		2021 F-150 4X2 Super Crew 5.5' Box	$$33,791.24	$33,791.24
		"See attachment " Under Description		
1		2021F-150 4X4 Super Crew 5.5' Box	$36,669.58	$36,669.58
		"See attachment " Under Description		

ACCOUNT: 310-311-90000 **ACCOUNT:** _____

ACCOUNT: _____ **ACCOUNT:** _____

SUBTOTAL	
MISC. FEE	
FREIGHT/S&H	
TAX	Added
TOTAL	$70,460.82

OFFICE USE ONLY
DEPT. HEAD APPROVAL

DH: _____ DATE: _____

SUPERVISOR SIGNATURE: Gilberto Torres

Bill Alexander Ford Lincoln

Date: *2/19/2021*
Salesperson:
Manager: *Jesus Urbalejo*

FOR INTERNAL USE ONLY

BUSINESS NAME *CITY OF SAN LUIS* Home Phone :
CONTACT *GILBERTO*

Address : , Work Phone :

E-Mail : Cell Phone :

VEHICLE

Stock # : New / Used : **New** VIN : Mileage:
Vehicle : *FORD F-150* Color : *WHITE*
Type : *F-150 4X4 5.0 ENGINE*

Market Value Selling Price	42,824.28
Discount	9,000.00
Adjusted Price	33,824.28
Tax	2,845.30
Cash Deposit	.00
Balance	36,669.58

Customer Approval: Management Approval: 02/22/21 Gilberto Torres

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

Jesus Urbalejo
801 E. 32nd Street
Yuma, AZ 85365
928-344-2200
www.billalexanderford.com

Line Item	Order Code	Description	Price
1	W1E	2021 F-150 4X4 Super Crew 5.5' Box	$33,824.28
2	995	Engine: 5.0 L V8	INC
3	53B	Class 4 trailer hitch	INC
4	101A	Power Equipment (power windows, cruise control)	INC
5			
6		Price is set per state contract	
7			
8			
9			
10			
11			
12			

Taxable Total:			$33,824.28
Sales Tax:			$2,845.30
Warranty Cost:			
Tire Tax:			
Freight			
Total Per Unit			$36,669.58


InTransit, not in stock


InTransit, not in stock

Bill Alexander Ford Lincoln

Date: *2/19/2021*
Salesperson:
Manager: *Jesus Urbalejo*

FOR INTERNAL USE ONLY

BUSINESS NAME *CITY OF SAN LUIS* Home Phone :
CONTACT *GILBERTO*

Address : , Work Phone :

E-Mail : Cell Phone :

VEHICLE

Stock # : New / Used : **New** VIN : Mileage:

Vehicle : *FORD F-150 CREW CAB* Color : *WHITE*

Type : *F-150 4X2 5.0 ENGINE*

Market Value Selling Price	39,569.28
Discount	8,400.00
Adjusted Price	31,169.28
Tax	2,621.96
Cash Deposit	.00
Balance	33,791.24

02/22/21 Gilberto Lopez

Customer Approval: Management Approval:

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

Jesus Urbalejo
801 E. 32nd Street
Yuma, AZ 85365
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Line Item	Order Code	Description	Price
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7			
8			
9			
10			
11			
12			

Taxable Total:			$31,169.28
Sales Tax:			$2,621.96
Warranty Cost:			
Tire Tax:			
Freight			
Total Per Unit			$33,791.24





AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. C.**

Meeting Date: 03/24/2021

Department Head: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase agreement between the City of San Luis, Arizona and Standard Printing Company, Inc. to provide the processing, printing and mailing of utility bills. **(Jorge Perez, Billing & Collections Manager)**

SUMMARY:

The City of San Luis has worked with Standard Printing Company, Inc. since September 2013 when the initial cooperative agreement between the two entities was approved. The current contract/agreement is set to expire on March 31, 2021.

Billing & Collections Division is asking the Mayor and City Council for the approval of a new agreement, in which the city would piggyback on a contract that the City of Surprise has in place with Standard Printing Company, Inc., Contract No. COS16-012. The City of Surprise completed the full request for proposals (RFP) and awarded the contract to Standard Printing in 2016 for a 5-year contract, with an option to renew for two (2) additional two (2) year terms. This allows for the cooperative use of the contract and to comply with State cooperative purchasing.

Standard Printing Company, Inc. is respecting the same pricing provided to the City of San Luis since 2013, which is also the same pricing under the City of Surprise contract. This request also complies with the San Luis City Code Purchasing Section, 36.09, Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH STANDARD PRINTING COMPANY, INC. AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	N/A
BUDGETED AMOUNT:	$76,200.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Contractual Services / 100-750-80000 / $29,054.72

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

Monthly charge varies from time to time depending on the number of bills to be mailed out each month. Average monthly fee is calculated at $1,400.00.

Attachments

Purchase Agreement

Pricing Schedule

Agreement Term

City of Surprise RFP and Award

Purchase Agreement
Between
The City of San Luis
And
Standard Printing Company, Inc., d/b/a Information Outsource

THIS PURCHASE AGREEMENT (this agreement) is made and entered into by and between the City of San Luis, Arizona, a municipal corporation, hereinafter designated as "San Luis" and Standard Printing Company DBA Information Outsource, an Arizona corporation hereinafter designated as the "Contractor."

RECITALS

A. Contractor has contracted with the City of Surprise to provide the provide the processing, printing and mailing of utility bills to Contract No. COS16-012 (the Cooperative Purchasing Contract); and

B. The City of San Luis is permitted to purchase the services under the Surprise Contract without further public bidding.

C. The City of San Luis desires to contract with the Vender for the Services under the Surprise Contract.

Agreement

1. Contract Term and Renewal. The term of this Contract shall commence upon approval and continue through October 23, 2021, with an option of the San Luis to renew for two (2) additional two (2) year terms. If this Contract is renewed, the Contract fee shall be adjusted as provided for in the Cooperative Purchasing Contract.

2. Scope of Work. Vender shall provide the services under the terms and conditions of the Surprise Contract.

3. Compensation. The City of San Luis shall pay the Vender for services as set forth on the pricing schedule.

City:

City of San Luis

By: _____

Title: _____

Date: _____

Vender:

Standard Printing Company, Inc., d/b/a Information Outsource

By: Debbie Bogdanski

Title: Director of Operations

Date: 3/9/2021

Pricing Schedule

Date: Original proposal dated 9/17/2013 - Updated version offered 3/9/2021
To: Jorge Perez, City of San Luis
From: Kristina Pinto
Subject: Utility Bills - 6,700 per month

Job Summary

Information Outsource will simplex print the City's Utility Bills on pre-printed forms. Documents will be inserted into our standard #10 double-window envelopes along with our standard #9 single-window remittance envelope. Envelopes will be pre-sorted, metered and delivered to the U.S. Post Office.

Cost Summary

Item	Cost	Description
Paper	$ 0.032	*20# pre-printed white stock with horizontal perforation. Based on a 6 month qty.*
#10 Envelope	$ 0.023	*Standard #10 double-window envelope*
#9 Envelope	$ 0.020	*Standard #9 single-window envelope*
Pre-Processing	$ 0.005	*Conversion to IO database*
First Page Service	$ 0.092	*Formatting data, postal sorting, postal reports, laser image first page (simplex), fold, insert, seal, meter, tray and deliver to USPS*
Sub-Total Per Envelope	***$ 0.172***	
Postage	$ 0.410	*Postage is only an estimate. Actual postage will be applied and ranges from $.398 - $.51, depending on the make-up of your data file*
Grand Total Per Envelope	**$ 0.582**	

Additional Services

Materials	***Cost per piece***
Standard blank stock, white 20# bond with no perforation	$ 0.010
9" x 12" stock double-window envelope (7 - 54 page documents)	$ 0.080
10" x 13" stock envelope (55 - 219 page documents)	$ 0.090
Letter size shipping carton (220+ page documents)	$ 2.500
Archival	
CD Archival - Compact Disk, stock	$ 15.000
.DBF archival - per record	$ 0.010
.PDF archival - per image	$ 0.020
Handling	
NCOA Link	$ 0.010
Additional page - image, simplex, fold & insert	$ 0.060
Static inserts - insertion fee	$ 0.010
Selective inserts & business reply envelopes - insertion fee ($25 minimum per insert type)	$ 0.015
"Pulled documents" - not mailed to customer	$ 0.050
Electronic Bill Presentment & Payment	
Document upload	upon request
Email notification	upon request

Manual Mail Prep Charges

Manual mail prep per envelope charge: 7-54 pages	$ 0.250
Manual mail prep per envelope charge: 55 + pages	$ 0.750

Programming

Per Hour Charge:	$ 100.000

A programming estimate will be provided after test data has been reviewed.

A Minimum processing fee of $75.00 will be added to your invoice if the Service Cost and additional costs fall below $75.00. (Cost variance will be applied)

Signed By:_____
Company: _____
Date: _____

Signed By: _____
Information Outsource
Date: _____

Pricing secured for 90 days.

Thank you for your business!

Tab 18: Pricing

It is the City's intent to award the contract(s) for an initial 5-year period with the option to renew it for two (2) additional 2-year periods. Offerors must agree to fix contract fees for the first five years. If the Contractor intends to revise its fee schedule after the initial five year period, it must give written notice to the City 90 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the City and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12-month trailing period.

1. *Are you willing to offer any transition or retention incentives?*

   We normally do not revise our fee schedules during the additional term periods unless an increase in paper costs warrants a material cost revision. We do not anticipate any increased costs for the 7 years affiliated with the initial and extended terms.

2. *Are there any additional breaks or incentives if one or more Service Group is awarded to your firm?*

   This does not apply, as we are only proposing for a single Service Group.

3. *Describe the billing process for each of the Services Groups the Offeror has proposed. Include methods of billing and frequency the City is expected to pay for services.*

We are able to bill at your requested frequency, which can be weekly or monthly, depending on your AP requirements. Monthly invoicing is always completed by the 10th of the following month at the very latest, and normally can be expected by the 5th of the month.

The City will also be provided with a Production Report with each invoice, which details the materials used with a given mailing, as well as the number of documents mailed, multiple-page documents and inserts employed. A sample Production Report follows:

City of Surprise Procurement Summary

SURPRISE
ARIZONA

Department:	Finance
Procurement Method:	RFP
IFB/RFP/Contract #:	COS16-012
REQ #	N/A

Background:
The Finance Department contracted with PFM (SA15-118) to assist with a review of the City's banking services and the competitive solicitation of proposals for banking services. A scope of work was provided to the Procurement Division for the Comprehensive Treasury Services solicitation. The Request for Proposals (RFP) would be used to accept proposals from Firms that provide a variety of financial services.

Process:
The Procurement Division published the RFP solicitation on 10/15/15 and 10/22/2015 in the AZ Business Gazette and the City of Surprise website. An optional Pre-Proposal meeting was held on 11/5/2015; Questions were due by 11/17/2015; Notices of Intent to Submit Proposals were due by 11/19/15; Proposals were due by 12/1/2015. Through this process, the Evaluation Team would select a short list and notify those selected by 1/4/16, with interviews on 1/27 through 1/29. The RFP included 10 Service Groups: 1: General Banking, 2: Institutional Custody, 3: Purchasing Card/Integrated Payables, 4: Retail Lockbox Service, 5: Bill Printing, Mailing, Online Collection, 6: Merchant Card Processing, 7: Payroll Cards, 8: Onsite ATMs, 9: Armored Car Services, 10: Wholesale Lockbox. Proposals were received by Nine (9) Firms for various Service Groups. The PFM and the Evaluation Team reviewed the proposals and held interviews. For Service Group 5, the team determined that proposal from Information Outsource met the requirements of the City.

Selection and Justification:
The Evaluation Team requests that the award be made to Information Outsource. Negotiations were conducted and successfully concluded.

Recommendation:
The Procurement Manager recommends an award to Information Outsource.

Authority:
Under the City of Surprise Code, Section 2-338, (c): City manager. The city manager shall:

1) Be the awarding authority, or delegate awarding authority to the purchasing manager for procurements when the cost to the city is $50,000.00 or less in any one transaction;
    a. Establish procurement guidelines for required levels of competition, further delegation of awarding authority below $50,000.00, and other procedures or methods necessary to carry out the intent of the procurement code.
2) Be the awarding authority, or delegate awarding authority to the purchasing manager for budgeted line items specifically identifying one-time operational or recurring products or services approved by the city council in the review and adoption of the annual budget of the city and for which an award is within the allocated expenditure. At the discretion of the city manager, the award of an IFB or RFP may be submitted for the approval of the city council. Awards that exceed the allocated expenditure or deviate from the identified description and/or scope shall require city council approval.
3) Review the results of all formal competitive bid and proposal solicitations for which the city council is the awarding authority and make recommendations to the city council;
4) Recommend to the city council additions, deletions or modification to this article.
5) Reserve the right to waive the requirements of this article when there has been a written determination that the procedures outlined in the code would not be likely to result in a lower price to the city, would cause unnecessary expense or delay under the circumstances, or would be in the best interests of the city.

Kevin C Custer
Procurement Manager

OFFER AND ACCEPTANCE

In accordance with City of Surprise Procurement Code, competitive sealed proposals for the material or services specified will be received by the City of Surprise Finance Department, Procurement Division at the specified location until the date and time cited above. Proposals must be in the actual possession of the City of Surprise Finance Department, Procurement Division on or before the exact date and time indicated above. Late proposals will not be considered. ***Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Proposer's name and address clearly indicated on the front of the envelope***. All proposals must be completed in ink or typewritten. Offerors must carefully read the ***entire*** Request for Proposal Package.

OFFER

The undersigned hereby offers to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Request for Proposal (including the Scope of Work, Standard Terms and Conditions, and any amendments) except for any written exceptions in the offer. The signature below also certifies his or her understanding that by making this offer, the undersigned will be contractually bound to provide these goods and services if the offer is accepted by the City. The undersigned further certifies that his or her firm _____ IS or ___✓___ IS NOT currently debarred, suspended, or proposed for debarment by any governmental entity. The undersigned agrees to notify the City of Surprise of any change in this status, should one occur, until an award has been made under this procurement action.

Company Name:	Information Outsource	Fax:	(602) 352-2370
Address:	3540 W Lincoln St	Authorized Signature for Offer	Debbie Bogdanski
City, St. Zip:	Phoenix, AZ 85009	Printed Name:	Debbie Bogdanski
Email:	josals@sprio.com	Title:	Director of Operations
Telephone:	(602) 352-2369		

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Surprise Use Only)

Your offer is hereby accepted. The Contractor is now bound to provide services in the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City.

Attested by:

Sherry Aguilar, City Clerk

City of Surprise, Arizona. Effective Date: _____

PROCUREMENT MANAGER

Approved as to form:

CITY ATTORNEY

City Seal

COS16-012

Contract Number

Awarded on: _____

Bob Wingenroth CITY MANAGER

Amendment to Proposal

Solicitation #	Amendment #	Effective Date
COS16-012 - Treasury Services Information Outsource	Service Group 5: Bill Printing and Mailing Services and Online Collections	October 24, 2016

Purpose of Amendment:

- Amend offer Tab 18 – Pricing to reflect agreed upon negotiated pricing structure attached
- Amend offer Tab 19 - Acknowledge that the City of Surprise intends to contract directly with another payment services provider on the Munis approved vendor list

Information Outsource ("Vendor") agrees that this amendment is hereby incorporated into its technical proposal submitted to the City under COS16-012.

Pricing – Tab 18. Information Outsource and the City have agreed upon a fee structure as detailed in Attachment D, revised 10/6/2016.

The City of Surprise intends to contract directly with another payment services provider rather than PSN as proposed. All decisions with respect to the imposition of Surcharges, including without limitation the amount thereof and the types of cards and Transactions affected, shall be negotiated separately with the payment services provider. The City reserves the right to approve the fees proposed. The City reserves the right to renegotiate all fees imposed.

If the applicable laws, regulations, or other conditions prohibit or limit the City or Vendor's right to Surcharge or collect fees from users, upon sixty (60) days' advance written notice, either of the parties may terminate this Agreement.

Subcontracting – Tab 19. The City of Surprise has terminated negotiations with PSN and intends to contract directly with another payment services provider with the capability to integrate with the City's financial management system.

Not a Partnership. This Agreement is not intended to create, nor shall it in any way be interpreted to create a joint venture, a partnership, or any other similar relationship between the parties.

Contractors. Should vendor be unable to perform all or part of the serviced required, City may use contractors and subcontractors to perform some or all of the services City is obligated to provide under this Agreement and City shall remain responsible for the actions of such contractor or subcontractors.

Waiver. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, and waiver of a right or remedy in one instance will not preclude enforcement of that same right or remedy in the future.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL SOLICITATION NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

In Witness whereof the Parties Hereto Sign Their Names in Agreement.

Offeror hereby submits this amendment to its technical proposal to the City under CCS16-012 and acknowledges that this document becomes part of the submittal package and shall be incorporated into the contract package.	The City of Surprise agrees to incorporate this amendment into Vendor's proposal.
Information Delivery, A division of Standard Printing Company Name of Company / Agency	Kevin Custer Procurement Manager
Debbie Bogdanoff, Director of Operations Name and Title	Kevin C Custer 10/28/16 Signature Date
Debbie Bogdanoff 10-28-16 Signature Date	

ORIGINAL

COS16-012

Proposal prepared by:

Information Outsource
A division of Standard Printing Company

3540 West Lincoln Street
Phoenix, AZ 85009
(602) 352-2369
iosales@spcio.com

City of Surprise

Request for Proposals COS16-012
Comprehensive Treasury Services

Due: December 1, 2015 at 4:00 PM

Table of Contents

Offer and Acceptance Form 3

Tab 1: Transmittal Letter and Executive Summary 4
- Transmittal Letter 4
- Executive Summary 5

Tab 2: Qualification and Experience 7

Tab 3: Key Proposed Personnel and Team Organization 10

Tab 8: Service Group 5 - Bill Printing & Mailing Services and Online Collection Services 14
- Bill Printing & Mailing Services 14
- Online Collection & Payment Services 19

Tab 14: Control 29

Tab 15: Implementation / Conversion 34

Tab 16: New Services & Ideas 37
- Share My Stamp 37
- Parameters for Printing and Preparing Bills 38
- Samples 39
- Red Flag (Privacy) Policy 39

Tab 17: Sample Contract 42

Tab 18: Pricing 43

Tab 19: Sub-Contracting 46

Tab 20: References 47

Tab 21: Exceptions to Terms & Conditions 48

Tab 22: Attachments 49

Tab 1: Transmittal Letter and Executive Summary

Transmittal Letter

November 30, 2015

City of Surprise
Purchasing Division
16000 N. Civic Center Plaza
Surprise, AZ 85374

Dear Kevin,

Thank you for the opportunity to present the following proposal as part of the City's initiative to contract for Comprehensive Treasury Services. We are pleased to be able to introduce the City to our utility bill printing and mailing capabilities and to describe how we anticipate improving your billing functions in both the short and long term.

Information Outsource is located just west of downtown Phoenix and is one of the largest mailers in the greater Phoenix area. We have been in business for over 19 years, and service many municipalities in Arizona, including the City of Tempe, City of Glendale, City of El Mirage, Town of Gilbert and City of Phoenix Neighborhood Services Division.

Our number one priority is to service your business in a timely and accurate manner and, though the RFP process can often be quantitative, the intangible benefits of customer service, accuracy and efficiency cannot be minimized. I would encourage you to speak with our references to hear first-hand how we manage our relationships and to discuss our service level and attention to detail. I am pleased to state that customer retention is 98%, with the 2% turnover due primarily to mergers and acquisitions.

Thank you for your consideration and for allowing us to participate in your proposal process. Please do not hesitate to contact me with any questions.

Best regards,

Debbie Bogdanski
Director of Operations
Information Outsource, A division of Standard Printing Company
Phone: (602) 352-2369 • Fax: (602) 352-2370 • Email: iosales@spcio.com

Executive Summary

Information Outsource is a full-service print, mail and electronic billing vendor located just west of downtown Phoenix. We have been in business for over 19 years, and service hundreds of clients throughout the United States.

In this proposal, you will find information on our company history and capabilities, our technical expertise, a concise description of our implementation and support processes, costs and references. We are able to meet and adhere to all standards set forth within your RFP documentation and will further elaborate on this statement throughout the course of this document. Standard Printing Company and Information Outsource are proud to offer a comprehensive solution for your business communication needs.

What Sets Us Apart

Onsite Printing Capabilities

Having the ability to produce your pre-printed forms and/or marketing materials in one location decidedly sets us apart from our competitors. Rarely do you find a print and mail provider that has the ability to variably print your critical documents, as well as produce full-color inserts and press-quality materials in-house.

We also provide state-of-the-art variable print solutions with our high speed Xerox laser printers. Selective messaging may also be employed, allowing you to communicate pointed messages to specific customers. Through this offering, you can communicate branded messages and hit your target audience each and every time. Our print quality auditing and mail piece validation ensure efficient, high-quality delivery of each and every document.

One-Stop Solution

Printing, programming, insertion and mailing are all completed in one location, which allows us to manage timelines and costs on your behalf. We are also able to complement our mailing services with an electronic billing component that is fully customizable.

Level of Service

Our level of service certainly sets us apart from other providers. Our uncompromised goals of timeliness and accuracy guarantee that your documents are correct and complete each and every time, and that they are mailed within expected timeframes. Our attention to detail is evident during the implementation process and continues into the management of your live business. Whereas many of our competitors have separate project management and relationship management teams, the same Client Specialist that is assigned at the implementation stage will remain your contact for the lifetime of our business relationship. In addition, there is no monthly or annual fee for support.

Onsite Development

We build a unique program for each of our customers, so that the handling of your business is not a "cookie cutter" process. We create programming to manage the various aspects of your data file and our in-house staff has complete control over this programming. We are able to instantly address any problems that arise, and have a comprehensive understanding of your data that allows us to make intelligent recommendations and work as a liaison with your software vendor.

Onsite Inserting

All document insertion, presorting and posting is completed in-house without the use of a third-party pre-sort vendor. This allows us to provide competitive pricing while maintaining control of your job from start to finish.

Quality Control

Our Quality Control Team meets regularly to review areas of risk that could be improved upon by tightening procedures, improving equipment maintenance or implementing changes in technology. We have put thousands of hours into our quality control practices, which allow for error-free mailings.

SELECTED DOCUMENTS WE MAIL:

- Utility Bills
- Collection Letters
- Shut-Off Notices
- Line of Credit Statements
- Jury Summons
- Statements
- Invoices
- Cable Bills
- Mutual Fund Statements
- Phone Bills
- Privilege (Sales) Tax Returns
- W-2 Tax Documents
- 1099 Tax Documents
- 1098 Tax Documents
- Timeshare Statements
- Loan Servicing Documents
- Declination Documents
- Bank Statements
- Thank You Letters

Tab 2: Qualification and Experience

1. *Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and number of employees.*

Information Outsource (IO) is a complete print and mail service provider for critical documents. In addition to traditional mail, Information Outsource provides a full suite of services, including Electronic Bill Presentment & Payment (EBPP) and data archiving. IO is a privately held company that owns and operates a 40,000 square foot facility in Phoenix, AZ.

Our parent company, **Standard Printing Company**, was founded in 1952, and excels in the production of custom business forms and marketing inserts. We have twelve presses in our facility, and SPC runs security features including true watermark, micro-type, bleed through MICR, chemically reactive paper and fluorescing fibers. Our presses can print up to six colors, and any PMS color can be matched.

We are committed to reducing our impact on the environment. We use only soy-based and UV inks with low or no VOC units as part of our forms manufacturing process, protecting air and water quality. Our investments in waste collection and storage units ensure that virtually 100% of our manufacturing waste is collected and recycled.

Standard Printing Company and Information Outsource have 48 full-time employees. As a combined entity, we are able to service your business from start to finish, eliminating the need for outside vendors, which can put quality and timelines in jeopardy. We are a one-stop solution for your document design, printing, mailing, electronic billing and archival needs.

2. *Provide the address of the office that will cover the City's account for each Service Group you are proposing to provide.*

Information Outsource
3540 West Lincoln Street
Phoenix, AZ 85009
Phone: (602) 352-2369
Website: www.informationoutsource.com

All production, customer service and implementation processes will be completed at the above address. We are only addressing Service Group 5 in this proposal, hence all activities will be managed at a single address as noted above.

3. *Describe the experience of the firm in providing similar services for other governmental entities.*

We service clients in several states and a large portion of our business is in the utility market. Many of our customers have been with us as long as we have been in business and many of our clients are located in Arizona. Some of our Arizona-based clients are the Town of Gilbert, City of Tempe, City of Glendale, DriveTime, Valley of the Sun United Way, Arizona State University, Arizona Department of Administration, City of Cave Creek, City of Casa Grande, City of Buckeye, City of Sedona and the City of Avondale.

SELECTION OF SERVICES IO PROVIDES:

- Custom Inserts Reports & Bar Graphs
- Charts
- OCR Scan Lines
- Intelligent Mail Barcoding
- Postal Automation
- NCOA Link
- Onsite Warehousing
- EBPP (Electronic Bill Presentment & Payment)
- Onsite Programming
- Householding
- Data Archival
- Selective Messaging
- Targeted Marketing Messages
- UPS Bar Codes
- Pre-printed Forms

Local Presence

While we understand that this is not a requirement of your request for proposal, we also understand the need to deliver documents to your customers in the most efficient way possible. By mailing in-state, documents will be in your customers' hands within one business day of delivery to the post office.

Additional benefits of a local vendor include:

- Same day delivery of hardcopy proofs or materials via courier
- Availability of staff for onsite meetings
- Face-to-face relationships with key personnel
- Ability to tour our facility or to monitor sensitive jobs in person

4. *Complete the following table with current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the Offeror is not rated by these rating organizations, provide other evidence of the firm's financial strength and compliance.*

Standard Printing Company and Information Outsource are not rated by these organizations. We do however, conduct an independent third-party audit each year to subject our financial records to unbiased scrutiny. In addition, we are SOC II, Type 2 certified, a rarity in the print-and-mail industry, which further confirms our commitment to best practices.

i. *Total Risk Based Capital Ratio: _____*
ii. *Tier 1 Risk-Based Capital Ratio: _____*
iii. *Tier 1 Leverage Capital Ratio: _____*

Information Outsource and Standard Printing Company are not public entities and therefore do not publish financial information. We are happy to provide an audited financial report upon receipt of a signed Non-Disclosure Agreement.

6. *Include an electronic copy of the most recent audited annual financial statements on the USB flash drive included in the RFP response submission.*

Per our reply to item number 5 above, this information can be provided upon request.

7. *Provide the bank's Community Reinvestment Act (CRA) rating.*

This does not apply to our business.

Tab 3: Key Proposed Personnel and Team Organization

1. *Provide the name, title address, phone number, fax number, and email address of the primary contact person(s) assigned to this account.*

Debbie Bogdanski
Director of Operations
3540 West Lincoln Street
Phoenix, AZ 85009
Phone: (602) 352-2369
Fax: (602) 352-2370
Email: debbieb@spcio.com

2. *Name the individuals who will work with the City on a day-to-day basis. Please name the individual responsible for each proposed Service Group. Information must include:*

i. *Proposed role with regard to the City's account;*
ii. *Biographical information;*
iii. *Experience working with other governmental agencies;*
iv. *Number of years of experience in this field;*
v. *Number of years with your firm;*
vi. *Please indicate the number of governmental clients the proposed relationship manager gained and lost over the last three years.*

Debbie Bogdanski, Director of Operations
Debbie will oversee the ongoing management of your business. Should issues or questions arise that cannot be addressed by Production personnel, they will be escalated to her. Debbie has served as the Director of Operations for both Standard Printing Company and Information Outsource for the past sixteen years. She is responsible for providing direction to the internal departments and personnel responsible for the production of all products and services. She oversees Information Outsource production, development, forms manufacturing, quality control, client services, and sales. Information Outsource has gained six new municipal clients over the past three years and has not lost any in this timeframe.

Sherry Stevens, Client Specialist
Sherry will be your primary contact at Information Outsource for day-to-day business management, programming adjustments, insert inquiries and any questions you may have. Sherry has been with IO for 7 years and has overseen numerous customer implementations. On an ongoing basis, she serves as the primary contact for customers, working as a liaison between Production, Development and Standard Printing Company. Ms. Stevens currently manages several municipalities and utility billing applications, which include regular, disconnect and collection notices, as well as annual tax mailings. Her background includes 32 years in printing – 13 of those in client relations and project management within the print and mail industry.

Jonathan Stogner, Production Manager
Jonathan oversees the printing, inserting and mailing of your documents from a production aspect. He manages all production personnel, as well as all quality control processes and Post Office communication. Jonathan has been with Information Outsource for nineteen years, since the inception of the business. He currently oversees all production functions and staff, as well as inventory management. Jonathan also manages all communication with Information Outsource's postal representatives, including all inquiries pertaining to delivery, non-verified addresses and NCOA*Link*.

Michael Eles, Senior Developer
Michael will be the primary development representative for all of the City's programming needs. He has been with Information Outsource for nine years and, during this time, he has implemented the majority of our municipal clients. Michael is also responsible for maintaining client applications along with the rest of the Development team. In addition to his customer-facing duties, he also writes and supports the programming for our proprietary in-house production and inventory management system, as well as our Electronic Bill Presentment and Payment product.

3. Describe your firm's policy on changing the primary contact person on an account.

If a change in personnel is required, the key contacts at the City would be notified of the change and a suitable replacement will be offered. Being that we practice redundancy in both our equipment and personnel, there will always be a contact available to the City with historical knowledge of your business.

4. Customer Service

> ***A word about customer service ...***
>
> *I am proud to introduce the following team members that will service your business. There is little turnover at Information Outsource and several of our staff members have been here since the company's inception. We truly see ourselves as an extension of your own internal team and the culture we cultivate internally permeates the relationships we have with our clients. I look forward to introducing you to our team of specialists.*
>
> *- Debbie Bogdanski, Director of Operations*

i. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the City?

Information Outsource takes a unique position on customer service, in that we provide you with a Client Specialist who serves as your key point of contact for the course of our relationship. We feel that having a single point of contact allows for streamlined, educated management of your business needs. On an ongoing basis, your Client Specialist is at your disposal to help with layout and programming changes, messaging requirements and insert needs. In the event that your Client Specialist is not available, a secondary contact will be able to assist you

ii. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.

Our Client Specialists are your primary point of contact for all inquiries and changes, whether it be to a live job or a change you would like to implement in the future. Their primary function is to make sure your needs are met and

to effectively communicate your requests to the appropriate internal team.

Our Client Services department is also responsible for upholding our quality control procedures and performance standards, which are found at each stage of our workflow. Our Quality Control team meets regularly to review areas of risk that could be improved upon by tightening procedures, improving equipment maintenance or implementing changes in technology. We have put thousands of hours into our quality control practices, which allow for error-free mailings.

Regarding problem resolution, we aim to first put in place systems and processes that will identify potential issues before they rise to an error status. For example, our proprietary system compares the data file received to past files, confirming that the data in the file is not a duplication of a prior file. Once confirmed, the file is processed and quality control paperwork is created, which follows the job through Production and is retained in our onsite files. During the processing, printing and inserting stages, we have inserted quality control checks that monitor output, formatting, materials, piece count and postage requirements. All items must balance at every stage prior to sending the mailing to the post office.

Live job issues always take priority over other Development responsibilities. If your live data file presents an issue during processing (e.g. duplicate file, incorrectly formatted data, a change in data structure) it is immediately addressed and you will receive a call from your Client Specialist with our recommended resolution. In many instances, we are able to remedy the issue immediately, allowing for minimal delay in processing.

Being that all personnel and equipment are housed in the same facility, in-person escalation is easily managed and facilitated. If more than one department's input is required, all can be called together at a moment's notice. If the issue cannot be immediately corrected, the Director of Operations will become involved.

iii. What are the hours of operation of each customer service unit involved in supporting the proposed services? Please specify the hours for each Service Group you are proposing to provide.

Our Client Services department is available from 8:00 AM – 5:00 PM Arizona Time, Monday through Friday. Should an urgent issue arise outside this timeframe, Production personnel are onsite from 6:00 AM – 6:00 PM MST, Monday through Friday. We will also provide the City with an after-hours service number where a message may be left outside of normal business hours.

Our system is available 24 hours a day, 7 days a week for secure file transfer and access to Electronic Billing websites. In addition, our offsite data center allows for continuous file transfer and website access in the event of an outage at our primary location.

iv. If an error is discovered by the City, how would you propose to resolve it (i.e. who should the City contact first, etc.)?

Your primary contact for all inquiries is your Client Specialist. We strive for 100% accuracy on every job we run. If for any reason the accuracy is compromised and it is found that Information Outsource is at fault, all necessary steps will be taken to rectify the situation – whether it be a corrected mailing or financial retribution.

5. After the initial transition, will the primary contact person be willing to attend on-site meetings with City staff?

We would be delighted to attend face-to-face meetings with the City either at your location or ours. We have always found that meeting in person is a wonderful way to build rapport and trust in our client relationships.

6. *How often will the primary contact person attend on-site meetings with City staff.*

This would be at the City's discretion. All of our functions and training can be accomplished remotely, but we would be happy to attend any on-site meetings the City requires.

7. *Describe your proposed customer relationship approach and describe a typical meeting agenda for on-site meetings.*

Our Client Services team should be viewed as onsite advocates that work as an extension of your business. We are constantly looking for opportunities to make recommendations relative to efficiencies and cost savings, and to make sure the mechanics of your mailings are operating smoothly. As an Information Outsource customer, you will be assigned a Client Specialist, who will guide you through the implementation and five stages of your job. As the process becomes more familiar, your Client Specialist will continue to be your contact for live job inquiries and changes. This same individual will also conduct periodic account reviews to confirm that your job is run as efficiently and cost-effectively as possible. As new technologies and/or postal requirements are introduced, you will be educated on these enhancements.

An agenda for an onsite meeting is normally prepared by your Client Specialist once an understanding of the meeting's intent is acquired.

8. *IT Resources: Will the firm provide dedicated IT liaison(s) to work on set-up, file transfer, testing, and troubleshooting/issue resolution? During what hours is technical support available? (specify time zones)*

Your primary contact at Information Outsource will be your Client Specialist. If any issues arise that require technical support, our onsite Development team is available to assist, and can be directly contacted if that is the City's preference.

Our Client Services and Development departments are available from 8:00 AM – 5:00 PM Arizona Time, Monday through Friday. Should an urgent issue arise outside this timeframe, Production personnel are onsite from 6:00 AM – 6:00 PM MST, Monday through Friday. We will also provide the City with an after-hours service number where a message may be left outside of normal business hours.

Tab 8: Service Group 5 - Bill Printing & Mailing Services and Online Collection Services

Bill Printing & Mailing Services

1. *Describe your firm's experience and proposed project staffing experience with utility bill printing and mail services? Are any services outsourced to a third-party?*

Information Outsource has been fulfilling the needs of our utility bill printing and mailing clients for the past nineteen years. Many of our staff have been with the company since its inception in 1996, and others have ten or more years with the organization. We pride ourselves on being an extension of your business and to act as an educated consulted in the realm of printing and mailing best practices.

In addition, our parent, Standard Printing Company, offers a full suite of pre-printed products that can complement your mailing functions, including the production of pre-printed stock, marketing inserts and flyers.

None of the services related to utility bill printing and mailing are outsourced. All services are managed at our primary facility in central Phoenix.

2. *How many employees are dedicated to bill printing and mailing services provide a detailed breakdown on the number of resources dedicated to product activities, including development, testing, training, help desk, professional services, sales and marketing, management?*

There are 20 full-time employees dedicated to bill printing and mailing services as their primary job function. The following departments aid in the design, testing, training, production and customer service functions. All departments are housed onsite.

Development
Client Services
Art Department
Production
Transportation
Accounting
Marketing

3. *From what location do you propose to generate bills and invoices? How long has this location been providing bill printing and mail services? How many employees work at this location? How many bills are currently processed at this location? Can this location handle the City's volumes with existing resources?*

Bills and invoices will be generated from our primary production facility, located at 3540 West Lincoln Street, just west of downtown Phoenix. This location has been providing print and mail services for the past 19 years. There are 48 full-time employees at this location, 20 of which are solely dedicated to our print and mail operation. The remaining employees are focused on the sales and production of pre-printed forms through our parent, Standard

Printing. We mail approximately 2 million documents on a monthly basis. Information Outsource is comfortably able to manage the City's projected volumes with our existing resources.

4. *What time does your firm need to receive billing information to ensure that all bills will be printed and enter the mail stream by the close of business the same day?*

Our standard timelines dictate that if a bill file is approved by 1:00 PM, the bills will mail on the following business day. Once a firm understanding of your data stream and transmission schedule is understood, we can discuss how we might improve upon this timeframe.

5. *Do you foresee a secondary location being used for the City's bills (i.e. maintenance, commodity volume, etc.)? If yes, what location?*

A secondary location will not be warranted to manage the City's business, however, we would like to note that we do have a disaster recovery facility in Phoenix, which is equipped to mirror our main operation and perform all necessary functions to meet customer commitments in the event of short- or long-term failure. This site contains printing and inserting equipment comparable to the equipment housed in our main facility, which would allow for the processing, printing, inserting and mailing of your documents.

6. *What Post Office will mail be delivered to? What is the anticipated delivery time to City customers?*

All mail is taken in our company-owned trucks to the Phoenix Business Mail Entry Unit located at:

4949 E VAN BUREN ST
PHOENIX AZ 85026-9651

Because your documents are mailed locally, it is anticipated that they will be delivered to your customers within 1 business day. Delivery of your mail in a timely fashion also improves the rate at which payments are returned.

Mail dates can be verified via the IO Customer Portal, which tracks the receipt of files and displays the date the file was delivered to the US Postal Service.

Being that Information Outsource is one of the largest mailers in the Phoenix area, we have a solid relationship with the Post Office and regularly attend postal forums to stay informed of upcoming changes and requirements. We have an assigned postal representative that guides us through all regulatory changes and is at our disposal to address any issues that arise. We take on this role so that you do not have to be concerned with the Post Office's changing requirements and can focus on your core business.

We certify that all of our mailings conform to all current USPS regulations, and we regularly audit this process with our USPS representative to ensure compliance. Your mail is sorted down to the carrier route and delivery point, which allows us to apply the lowest automated presort postage rate to your mailings and aids in speedy delivery to your customers.

7. *For data transmitted by the City, what file formats can you accommodate?*

We are able to accept and process your data file as it is most easily exported from your system. During the implementation process, we will create a custom program to accept and process your data, conforming to any special handling requirements you might request. Once the programming is complete, samples will be provided for your verification. Please see Tab 15 for additional information on the implementation process.

For your convenience, data may be submitted via a secure FTP connection or via our secure customer portal on the Information Outsource website. As a security measure, you will receive a unique username and password that allows you access to only your own directory on the site. After submission, data is immediately swept behind our firewall to a secure server on the internal network. Our system is available 24 hours a day, 7 days a week for secure file transfer.

8. Can inserts be included with specifically targeted bills? Describe the process for inclusion. How far in advance does your firm need to receive inserts for inclusion? What is your preferred method of receiving inserts (drop-off, courier, USPS)?

We are able to selectively insert materials for a subset of your resident base using custom programming and our intelligent inserting equipment. Based on defined criteria (e.g. zip codes, account numbers, amounts due, etc.), we can identify specific residents that should or should not receive inserts. In order to include an insert with your mailing(s), your first step is to contact your Client Specialist.

Printing your inserts onsite provides a cost-effective, efficient way to manage your insert needs. IO is able to print spot and/or full-color inserts, ranging from 1/3 page slips to 11" x 17" fold-out tabloid inserts. We are also able to aid in the design and layout of your inserts if you so choose. The same Client Specialist that manages all other aspects of your job will facilitate the printing of these inserts, giving you one point of contact at Information Outsource to manage your mailings from start to finish. We are also able to accept inserts that you provide, and there is no charge for warehousing these materials. Pricing for individual inserts will be provided based on specifications. We do not have a preference as to how provided inserts are delivered to us.

If we are to print your inserts, we will require seven business days' lead time. If the inserts are supplied to us, we require notification three days in advance of your mailing.

In addition to static or selective insert inclusion, we can also include messages on your documents, including static messages that are intended for all bills, or selective messages that allow you to communicate pointed messages to specific customers. Through this offering, you can communicate branded messages and hit your target audience each and every time. We are able to work with different designated message areas on your documents and print variable information based on flags in your data or records that meet certain criteria.

9. Provide information concerning general organization and proposed project staffing experience in utility bill printing and mailing services for both privately owned and municipal water utilities of similar size and complexity.

This information is outlined in ***Tab 3: Key Proposed Personnel and Team Organization.*** All staffing described in this section applies to utility bill printing and mailing services.

10. Are you capable of consolidating statements with the same customer name and address in the same envelope (i.e. group mailing)? If so, describe.

We can designate that bills going to the same customer name and address should be grouped into a common envelope through our householding service, thus saving on both material and postage costs. This programming is added at the implementation stage and is one of the handling requirements your Client Specialist will review with you during your Technical Call.

11. What processes are used to ensure that the City receives the lowest postal rates possible? Would these processes be performed by the City or your firm? What is the current best available postage rate per piece?

All addresses are run through our USPS approved, CASS-certified software for verification during the live job process and this occurs with each data file you submit to us. This is a standard part of our offering and is included in our per-piece cost. This verification ensures that all addresses meet the USPS standard for the lowest possible pre-sort postage rates. This savings is passed on directly to you, as we report the required postage for each mailing to you based on these pre-sort figures.

Any addresses that are deemed non-verified during the above process will be reported to you when the job is processed along with an error code defining the reason it cannot be verified. This report is provided along with the control totals and samples at the time of file processing.

We have also implemented the Intelligent Mail Barcode for all customers, which allows additional information to be passed to the post office, aiding in the quick delivery of mail pieces.

We also offer National Change of Address (NCOA) processing to our clients. NCOA is a database owned and updated by the United States Postal Service (USPS) containing approximately 160 Million permanent change-of-address (COA) records filed with the USPS over the last 48 months. Prior to mailing, the City's data is matched against the USPS NCOA Database to identify individuals, families, and businesses that have moved. With each mailing, we supply a report detailing the addresses in your data that have been identified by the post office as having a forwardable move on file. This allows you to maintain the most current data in your database, as well as increase the deliverability of your mail.

Postage Details

Postage is paid directly to the US POSTMASTER and we apply postage from your account with each mailing. The entire postage process is transparent, in that you will receive comprehensive postage statements that detail the number of pieces that were mailed at each presort rate. Your Client Specialist will monitor your postage usage and will be in touch as additional funds are required.

PRESORTED RATES

For Domestic Mail Only, Letter Size, Automation Basic, Mixed AADC, ALL Typed, on #10 sized envelopes

Up to 1.0 Ounce

5-digit	.381
3-digit	.406
AADC	.406
Mixed	.435
Non-Verified	.490

It is anticipated that the majority of your bills will mail at the 5.381 postage rate due to the concentration of customers within a specified zip code. We also employ the Intelligent Mail Barcode and provide all postal paperwork to the USPS electronically, allowing us to presort your mail at the absolute lowest automated pre-sort rate.

1.1 to 2.0 ounces

These rates are the same as noted above. The USPS currently extends the 1-ounce pre-sort postage rates to mail pieces weighing less than 2.0 ounces that carry an Intelligent Mail Barcode and can be automated.

The City will only be responsible for the actual amount of postage applied, versus a flat per-piece rate.

12. What staff or technical resources will the City have to provide during start-up and over the course of the contract term?

City staff will be asked to address periodic questions during the implementation period and to review and approve development samples prior to moving into a live environment. Required staff time is estimated at 2-3 hours for the whole of the implementation process, and there are no hardware or software requirements beyond your current billing system and Internet access. An installed FTP client is also desirable, but not required.

At the City's discretion, a site visit to our facility is welcome, and we can kick-off our implementation efforts with a face-to-face meeting with appropriate City representatives. We would welcome the opportunity for you to meet all of our personnel and to see how your job will travel through the processing, printing and mailing stages.

Once we have reached a live stage, City staff would be required only to send the appropriate data files to Information Outsource for processing and subsequently approve live control totals, instructing us to move to the print stage. Live jobs require less than 15 minutes of your staff's time once all is up and running.

13. If the City desires to make modifications to the billing format in the future, how will this be handled? Will there be additional costs?

Changes to your billing format will be communicated to your Client Specialist, who will open a request with Development to manage the change. Normally billable programming time is incurred following the initial implementation stage and your Client Specialist will provide an estimate for approval prior to proceeding with any requested changes.

As an aside, we understand that your software company may not always have the flexibility you need to manage your business needs, which is where our onsite development team comes into play. Not only do we develop a unique program for each of our clients, we are also able to enhance the functionality provided by your software package. Whether it be formatting, data layout or the management of multiple data files, we will work with you to make sure your needs are met in the most cost-effective fashion.

We also complete all work in-house, which means that the management of all changes is done efficiently and is communicated to all required parties. We do not adhere to a programming queue, where your requests wait in line. We review the requests as they come in and determine priority and the area of expertise required to complete the task.

14. Can bills be electronically imaged and archived? How will the City access these images? Is imaging a recommended or industry practice?

We offer a complete electronic archive package that can be provided in one of two ways. All of the following options are developed and supported by our in-house Development staff and there are no sub-contractors associated with these offerings. Should the City opt to pursue an archive solution, we would welcome the opportunity to present an online (or onsite) demonstration of the product's features. Many of our clients are able to replicate documents through their existing software systems, but those that cannot turn to us to create an accessible image archive of documents that have been provided to their customers.

Option 1: PDF Image Archive Following each mailing, we will generate an archive of PDF images that will be submitted back to the City. Images can be supplied as individual documents, or as one continuous, searchable document per mailing. Images can be named as you instruct, and a custom index file can be created if you plan to assume these documents into an existing archive system. Images can be cut to CD and delivered to the City or can be transmitted to the City via FTP.

Option 2: Online Image Archive – With this product, we create a web-based Administrative interface that City employees would be able to access via a unique username and password. Images would be stored online for customer service access and would be searchable by customer name or account number. The resulting PDF images would be an exact replica of mailed documents, allowing your customer service team to review specific charges with your customers.

Please also see item #18 in this section for additional options relative to accessing historical customer documents.

15. What regular performance statistics (number of files received, bills sent out, turnaround time, etc.) can you provide to the City?

Information Outsource currently provides printing and distribution services for over 200 different clients, with municipalities representing approximately 50% of our client base. Volumes range from 3,500 mail pieces per month up to 100,000 mail pieces per month per client.

All told, Information Outsource currently services over 300 different applications for our varied client base. Included in these applications are traditional print and mail services, as well as online and electronic archival, electronic bill presentment, e-billing and custom applications that were built to support in-house client functions.

Our standard timelines dictate that documents are printed and mailed within 24 hours of file receipt.

16. Describe the process for keeping a printed bill from being mailed? Can this be done for a single bill or only a group of bills? Can this be done online? (This would only be done under extraordinary circumstances.)

We are able to programmatically identify documents that should be removed from the mailing. We refer to documents of this type as "pulls", and pulled documents may be based on any criteria found in your data, including zip codes, account numbers, types of accounts, etc. During the implementation process, we will identify those records that should be pulled on an ongoing basis. We can also accommodate one-time pulls during live jobs if you identify pieces that should not mail. A simple phone call or email to your Client Specialist will allow you to identify these documents for special handling.

Online Collection & Payment Services

The following describes Information Outsource's relationship with a payment processing resource. While this complementary vendor provides the payment services you request, we are flexible in our ability to work with any established payment processing solution you may select. Items below in **BLACK** are managed by Information Outsource and those noted in **BLUE** are managed by this resource, Payment Service Network.

Payment Service Network (PSN) is a full-service payment service provider that has been in business since 1999. Located in Madison, Wisconsin, PSN prides itself on the ability to provide end-to-end payment and reporting solutions, focusing primarily on municipalities as their target market.

17. Online Collection Services – One-time Payments

i. Does the firm/processor offer a secure internet gateway that can integrate the payment function with the City's current website?

Yes, PSN provides online payments via a secure internet-based gateway. BONUS: Mobile payment app comes standard with online payments. BONUS: Text payments (coming soon)

ii. Do you offer an interactive voice response (IVR) payment option?

Yes, PSN provides IVR payment options available in English and Spanish. For software integrated accounts, the IVR system will also provide a balance due. The IVR is linked with the online payment portal so that all payments are funneled into one system, resulting in one deposit and one reconciliation. We also maintain a Call Center for customers to make payments or get assistance with paying online, on a mobile device or on the IVR.

PSN lets you select from three automated phone/IVR solutions. The **ELITE DEDICATED SYSTEM** provides you with a dedicated 800 number and the most customized functionality—customers listen to your script, can prompt for amounts due and can be transferred to your customer service staff or PSN staff. The **STANDARD DEDICATED SYSTEM** has all the features of the Elite system, except it forwards calls only to PSN staff rather than your staff. The **SHARED INDUSTRY SYSTEM** allows you to capitalize on "shared costs" with businesses in your industry. On the first call, the customer will validate themselves and the system will state "City of Surprise" for verification. For all subsequent calls, the customer is greeted by their name. Customers can opt out to speak to a PSN Call Center representative.

For outbound calls, you can use the **PSN Outbound Auto-Call Messaging Solution.** You simply upload a message and list of phone numbers to call, select the date and time for the calls to begin and PSN takes care of the rest. There is a "Press 1" feature for your customers to make an immediate payment—the call is automatically transferred to the IVR system.

PSN maintains an in-house customer support center that your customers and staff can call toll free. PSN decided to manage its own Call Center because of the high level of security, employee screening and training required. Further, we can fully monitor our CSRs professionalism with *your* customers. CSRs are available from 6am to 6pm (Mountain) on weekdays and from 7am to 5pm on weekends and holidays. PSN has English- and Spanish-speaking representatives.

iii. Fees Paid by Customer – If costs are paid exclusively by the customer, what are the fees for ACH payments and credit card (Visa/MasterCard) payments? Does the fee have to be the same regardless of the payment type?

Since the City is a government entity, the fee does not have to be the same for credit/debit cards as it is for ACH. PLEASE NOTE: You can have customers pay credit card fees while the City pays ACH fees. PSN can accommodate any scenario: Customer pays all, City pays all, customer pays credit cards and City pays ACH.

Customer paid fees: $1.00 for eCheck/eSavings or 2.75% (plus 50¢ if less than $100) for credit and debit cards. These fees are for online, mobile, text, IVR or Call Center.

iv. *Fees Paid by the City – If costs are borne by the City, provide a complete schedule of fees including, ACH, merchant card processing, and the amount by which the firm's fees exceed the applicable interchange rate for Visa/MasterCard.*

To make sure the City gets the best possible rates, the City will pay the actual interchange rate and assessment fee; we do not mark up the interchange rate or assessment fee; hence, they do not exceed the applicable interchange rate.

Credit Card fees -- Actual utility interchange rate + actual assessment fee + 15 basis points + 10¢ authorization fee

ACH – no charge

PSN Fees = 18¢ (online/mobile/text), 95¢ (IVR) or $1.95 (PSN Call Center--payments only, customer support is at no cost)

18. Online Collection Services – Online Accounts

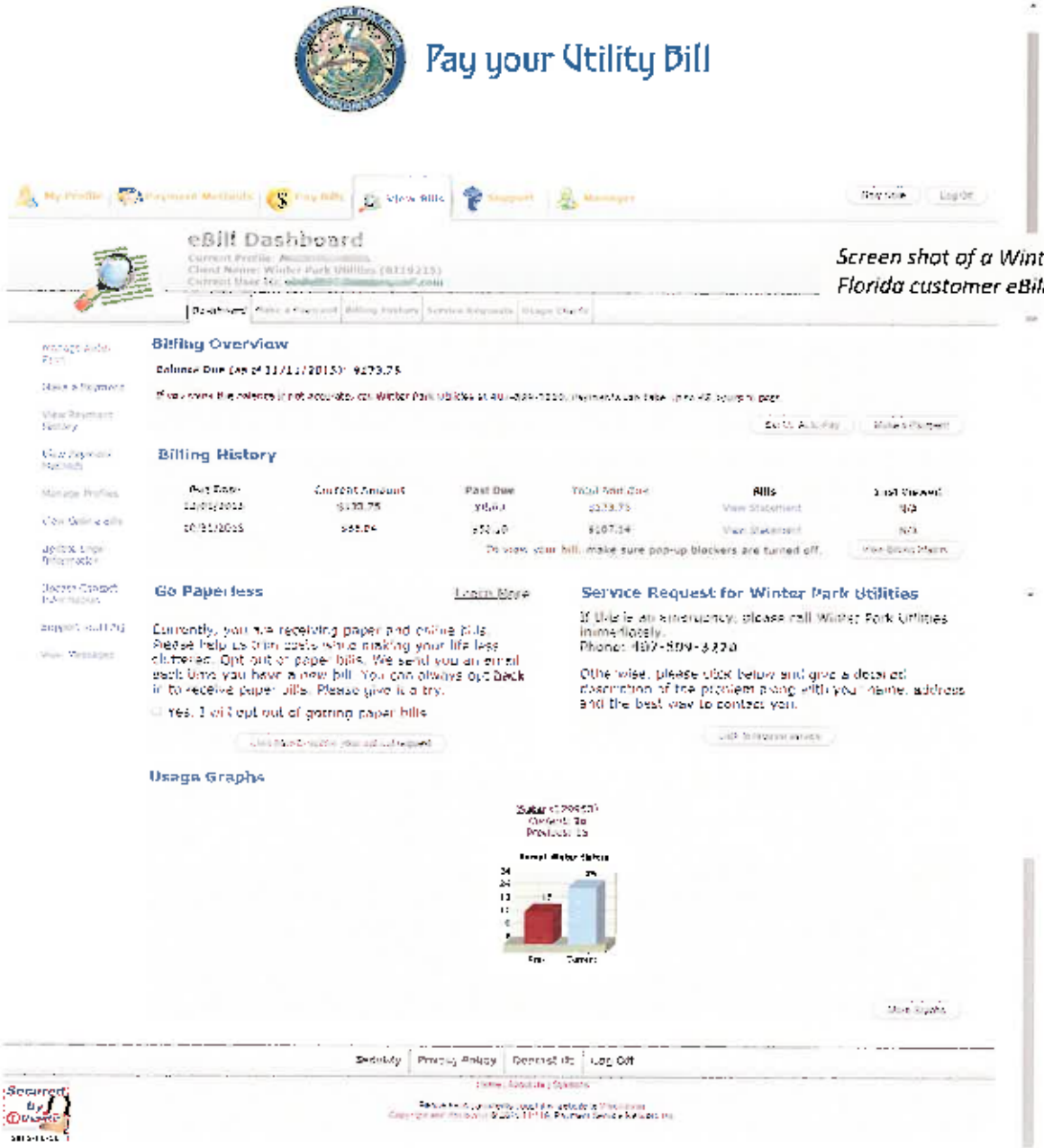
i. *Can the firm/processor offer a secure internet gateway that allows users to set-up accounts?*

Yes, users can set up recurring payments (as applicable), add/delete/change an indefinite number of payment methods.

ii. *What service features can be added to the online user account (i.e. statement viewing, e-mail notification, payment due dates)? Please provide sample screen shots for another client using these enhanced features.*

- Additional standard features include: emailed notifications of bills coming due, status of payments (successful, declined, NSF, etc.), credit card about to expire, new bill ready for viewing and more; view status of payments from all services offered (IVR, online, mobile, Call Center, etc.); view payment history; print receipts for all payments (IVR, online, Call Center).

- For departments that integrate their software with our system: balance due amounts displayed online, on the mobile app and in the IVR; automated posting of payments to your software.



Screen shot of a Winter Park, Florida customer eBill page.

iii. Are all electronic documents, images, and customer information saved by your firm? If so, does the data belong to the City and can the customer data be transferred in a standard format usable by another vendor if another firm is selected at the end of the contract term?

All customer and payment data is saved for the length of the contract. You can download data at any time. We can also transfer data to another firm.

All bill images are accessible for a predetermined period of time (most customers opt for 12-18 months). Beyond this point, images can be archived for future use.

b) Describe e-bill and e-mail options.

We are able to send an email notification, directing the customer to the City's website to review and pay bills. We are able to also attach a PDF image of the new bill document to the email if the City prefers.

Following also please find a comprehensive Electronic Billing solution as offered by Information Outsource:



Full-Service Electronic Billing Includes:

- Self-enrollment & ongoing job management
- An exact replica of mailed bill, allowing customers to see detail and messages
- A link to a hosted version of the bill as well as attached PDF if desired
- Access to marketing inserts and newsletters via the hosted site
- A link to designated payment processor through the website or in the body of the email message
- Customer and Administrative Sites with access to all documents, whether emailed or mailed

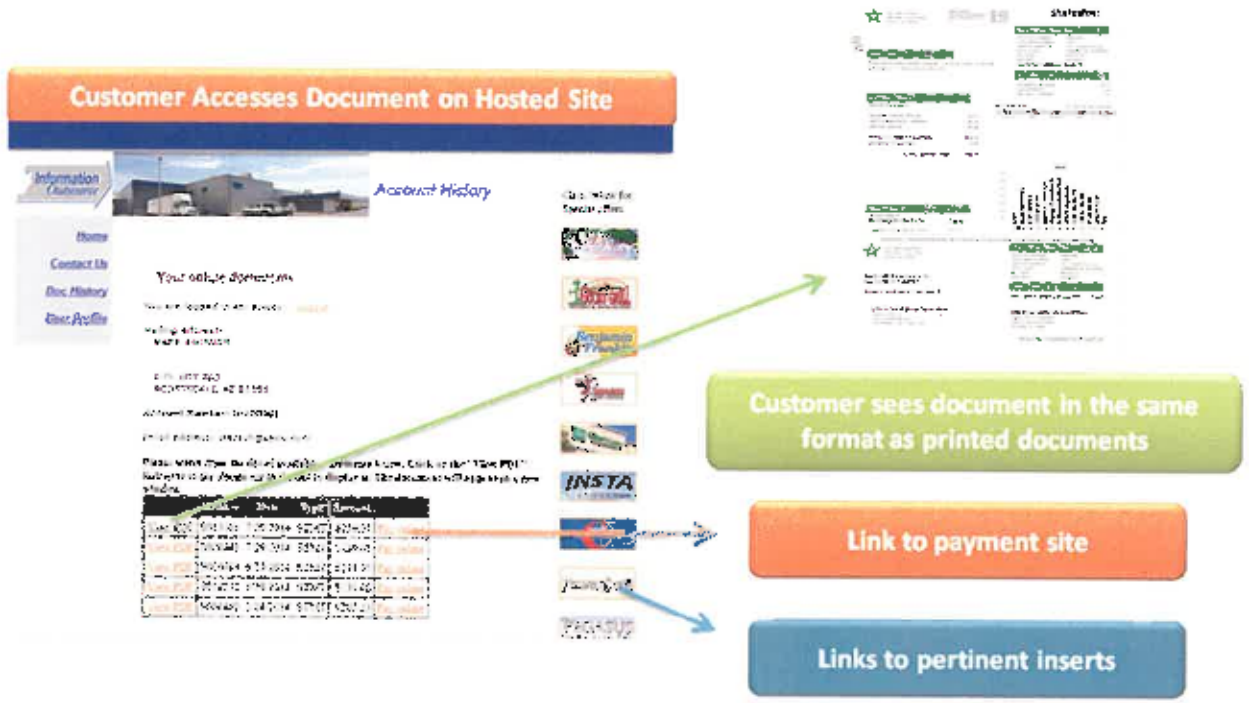
Benefits of Full-Service Electronic Billing:

- No need for involvement by City staff for enrollment or program maintenance
- Customers can access up to 24 months of billing history online
- City staff can view current and historical documents via the Administrative website for customer service purposes

Email Alerts

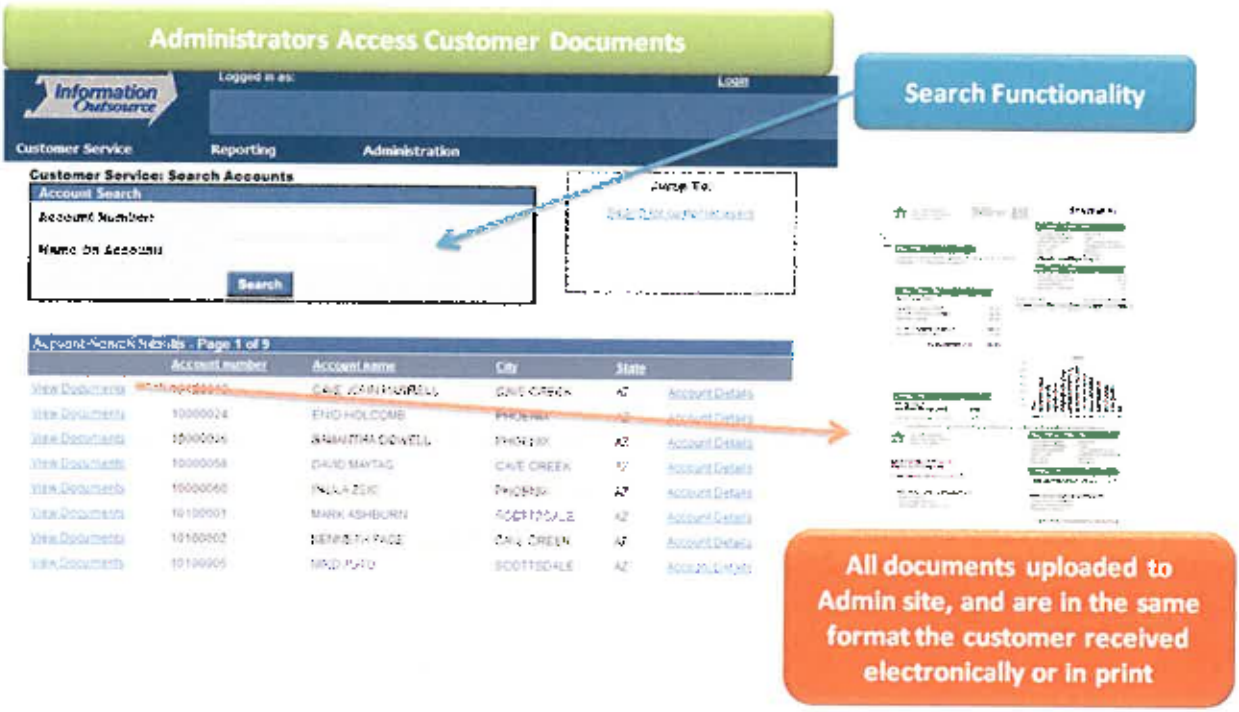
The Email Alert function is the vehicle used to let an enrolled customer know they have a statement ready for viewing on the EBP Customer site. Each time a job runs, IO will compare the customer data against a table of enrolled customers. When an enrolled customer is identified as having a document within the data, an Email Alert is sent to the customer. The message in the Email will contain a link to the login page of the customer website hosted by IO and/or a PDF attachment of the customer's current document. The document would then be suppressed from the paper mailing.





Administrative Document Access

As part of the full-scale Electronic Bill Presentment product, we also build and host an Administrative Site that would allow City staff to access current and historical documents. Staff would be able to view documents exactly as they were mailed to customers:



Once a customer clicks the "Pay Online" link on the customer site, they would be passed to PSN or the payment processor of your choice. We are able to pass account information, amounts due and other identifiable information to the payment processor via this link in order to facilitate a single-sign-on solution for your City customers.

v. *Can customers be setup with automated e-mail alerts when bills are available, payment due dates, or confirmation of payment?*

Yes, customers will email notice when their bills are ready to view and pay, or can also receive an attached PDF document of their bill. A confirmation of payment will be sent once the payment is received on the PSN site.

vi. *Are customers able to add multiple utility accounts to a single user account? Is there a limit to the number of utility accounts assigned per user ID?*

Yes, multiple accounts can be linked to a single user account so that one login grants access to all pertinent documents. There is no limit to the number of accounts linked to a single user.

vii. *How would you recommend that the City update online user account data (i.e. daily transmission of all account balances, daily transmission of new transactions, and transmission of information for only accounts enrolled for online services)?*

PSN has several ways to share data—real-time data interchange, automated file sharing (your software "pushes" the data file to PSN) or manual file sharing (your staff uploads a new file each day). PSN will work with you to determine which method is best for you. Generally, we prefer all customer account information is provided daily, rather than just new or changed data. PSN has integrated its system with over 50 municipal/utility software applications.

viii. What payment features can be offered on these accounts? Please describe the method to process each type of transaction (i.e. are ACH's initiated by your firm or is the file sent back to the City and processed by the City's bank?) i.

I.8.1 One-time ACH transfer

Yes. PSN prepares and submits ACH payments to the clearing house and makes deposits to your bank account.

I.8.2 Recurring ACH Payments

Yes. PSN prepares and submits ACH payments to the clearing house and makes deposits to your bank account.

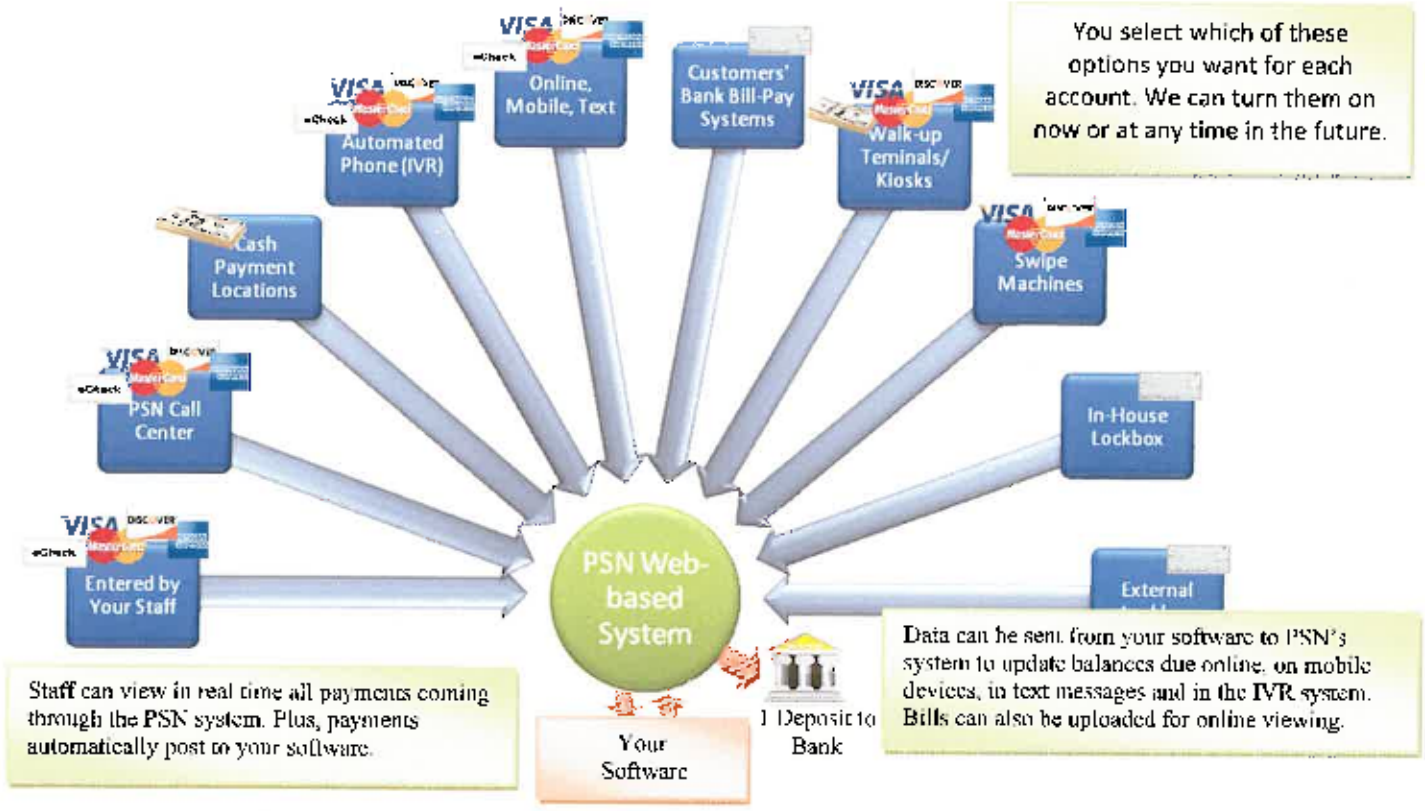
I.8.3 One-time merchant card payment

Yes. PSN prepares and submits credit card payments through the system and makes deposits to your bank account.

I.8.4 Recurring merchant card payment

Yes. PSN prepares and submits credit card payments through the system and makes deposits to your bank account.

PSN accommodates all possible payment methods—credit card, debit card, eCheck, eSavings, paper check, money order, cash and bank-issued checks. You simply select which methods you want to allow your customers to pay with. Likewise, you will select which payment channels you will "open" to your customers.



iv. Can accounts be set-up for recurring automated bill payments based on varying bill payment dates? If not, what alternatives are available?

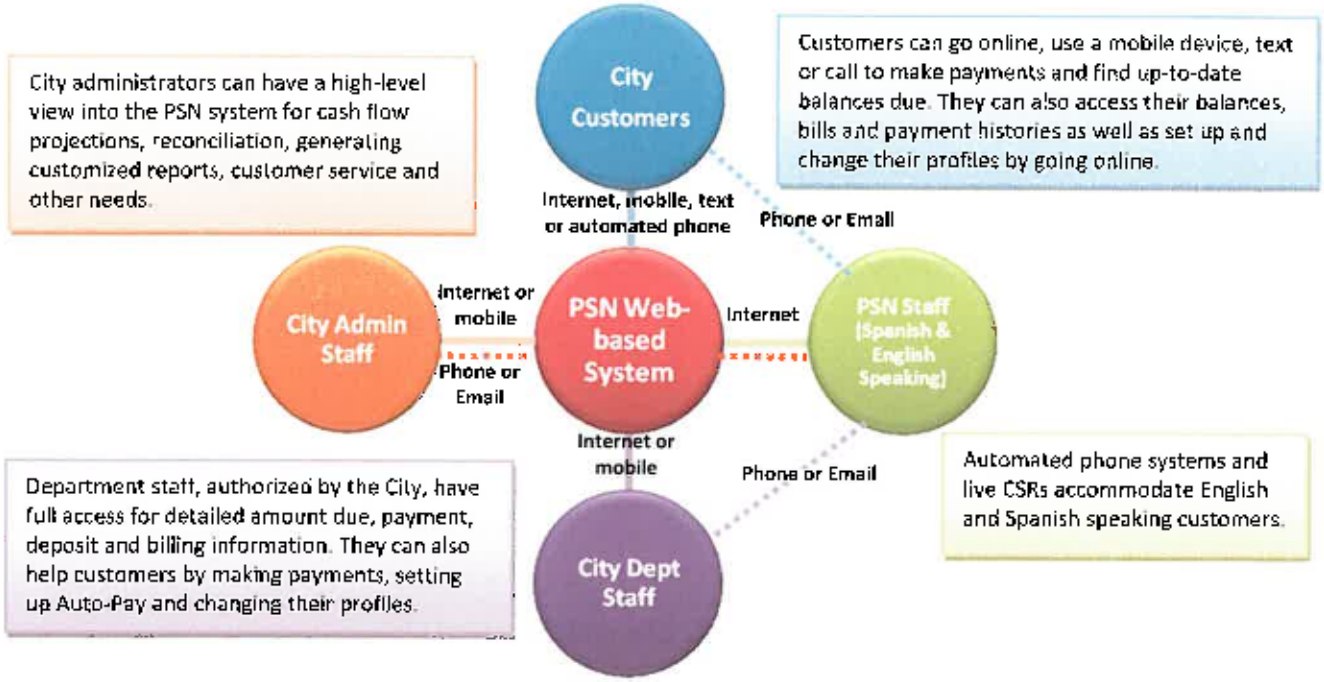
Yes. Our system allows the customer to select a given date for recurring payments. However, the City can limit the days that customers can select to assure that billings and payments don't overlap.

19. How are payments remitted to the City (i.e. batched lump sum payment or individual payments directly from the customer to the City bank account)? If batch process, what reports are immediately available to identify customer information? Provide sample of report(s).

PSN consolidates all payments (credit card, ACH; online, mobile, IVR, Call Center) for one deposit and one reconciliation. If the City wanted to use other PSN services, such as converting bank-issued checks to ePayments, setting up cash payment locations, auto-post check scanning, swiped credit cards, those payments are also consolidated with the other PSN payments.

The PSN system has several online, downloadable/printable reports available to City staff that can be customized to individual needs. The system also automatically generates reports—you select who gets these reports, whether they are detailed or summaries and whether they are delivered via email instantly, daily, weekly or monthly. Reports include: Customer Payments, Deposits/Withdrawals, Declined/Rejected Payments, Chargebacks/Refunds, Cancelled/Held Transactions, Disputed Transactions, Payment Histories, Daily Reconciliation, Monthly Reconciliation, Registered Customers, Account Summaries, Customer Views of eBills, eBill Stats and more. Each report can be sorted, searched and filtered for different criteria (date, customer, address, payment type, etc.).

Success isn't possible without great communication. And PSN makes communicating easy for both the City and your customers.



20. Can customers choose to "go paperless" and discontinue paper bills?

Information Outsource can manage the migration from paper to electronic billing on your behalf. When a customer enrolls in the electronic billing service by entering the temporary username and password offered on their paper document, they can be automatically eliminated from the paper mailing without requiring the City to modify or separate your billing file. Alternatively, via the Administrative website, City administrators can enroll customers and discontinue paper bills.

21. Is the proposed system fully Payment Card Industry Data Security Standard (PCI DSS) compliant?

PSN is Level 1 PCI Certified.

Tab 14: Control

1. *Describe the backup and recovery capabilities in the event the proposed systems are unavailable. Who would the City contact to initiate day-to-day transactions if online capabilities and functionality are temporarily unavailable?*

Knowing that the delivery of your billing documents represents incoming revenue, we understand the importance of timely delivery. Our business model is such that we practice redundancy both in our personnel and equipment. Production, Development, and Client Services all work together to service our client accounts, and the Director of Operations regularly monitors all account activity. Should a team member leave IO, all history and current project activity would be easily managed by another team member, as they would have first-hand knowledge of the account.

Though we have online solutions for many job processes (e.g. file submission, file approval, insert management), we have found that having a live person to discuss your business is often preferred. Your Client Specialist is always your primary contact for all needs.

Short-Term Recovery

We practice redundancy in our equipment, processes and personnel so that short-term outages are never felt by our customers. All of our production functions (processing, printing and inserting) are able to be performed on at least two other pieces of machinery, so if one piece of equipment is out of service, we are never left without the capability to meet agreed-upon timelines.

We also retain full-service maintenance contracts on all pieces of machinery, ensuring they will be up and running to complete your business. Monthly preventative maintenance is scheduled on each, in an effort to identify potential issues before they arise.

In addition, our facility houses two onsite generators to provide power for equipment in the event of a short-term power outage, along with data connections through multiple providers to allow continuous access to customers.

Long-Term Recovery

We have an additional offsite processing, printing and inserting location in Phoenix, which is equipped to mirror our main operation and perform all necessary functions to meet customer commitments in the event of long-term failure. Our disaster recovery site houses printing and inserting equipment comparable to the equipment housed in our primary facility, which would allow for the processing, printing, inserting and mailing of your documents.

We also own and house servers at Phoenix NAP, an offsite data center 15 minutes from our primary location, that run parallel to our Production equipment. In the event of a long-term facility issue, we would be able to immediately access all data and there would be no interruption in service. Phoenix NAP is one of the nation's premiere disaster recovery operations, offering redundant power and network infrastructure as well as guaranteed 100% uptime.

Testing is completed on a monthly basis to ensure the viability of our disaster recovery solutions. The time required to move processing to our Printing, Processing & Inserting Alternate Site would be 90 minutes or less.

In addition to a fully-functional disaster recovery facility, we also retain 20,000 square feet near Phoenix Sky

Harbor Airport. This space may serve as an alternate location for our main facility, should our facility be deemed inoperable for an extended period of time. Additionally, our relationships with our paper and envelope vendors would allow for the delivery of supplemental materials within 24 hours.

Printing, Processing & Inserting Alternate Site:
3616 West Thomas Road, Suite 5
Phoenix, AZ 85019

Additional Alternate Site:
2802 Old Tower Road
Phoenix, AZ 85034

Data Management, Electronic Billing Alternate Site:
Phoenix NAP Data Center
3402 East University Drive
Phoenix, AZ 85034

2. *Describe the firm's security environment. Specifically cover the physical security and software safeguards that you have put in place for each of the proposed Service Groups.*

We are pleased to state that Information Outsource and Standard Printing Company have SOC 2 Type II certification, thus upholding the highest standards of network and physical security. We adhere to the industry standard best practices for security, consistent with the aforementioned certification.

Our building is completely secured and all visitors are granted access only through the main lobby with a visitor's badge and accompanying authorized employee. Keypad access is required to enter the production area of our facility.

All internal servers are housed in a secure locked server room with separate keypad access granted only to authorized personnel. Spoiled documents that require disposal are locked in secure bins, which are retrieved and shredded onsite by Cintas, a secure document destruction company.

3. *Describe the bank's security procedures for its information reporting systems, both for access and information protection (e.g. RSA tokens, secure certification, etc.)?*

Our network utilizes Smoothwall Firewall security appliances to keep unauthorized access from external sources. Internal network access is controlled utilizing Windows Active Directories and employees are granted access to specific job-related network resources using group policies. All users are required to update passwords every 90 days and are required to comply with strict complex password criteria.

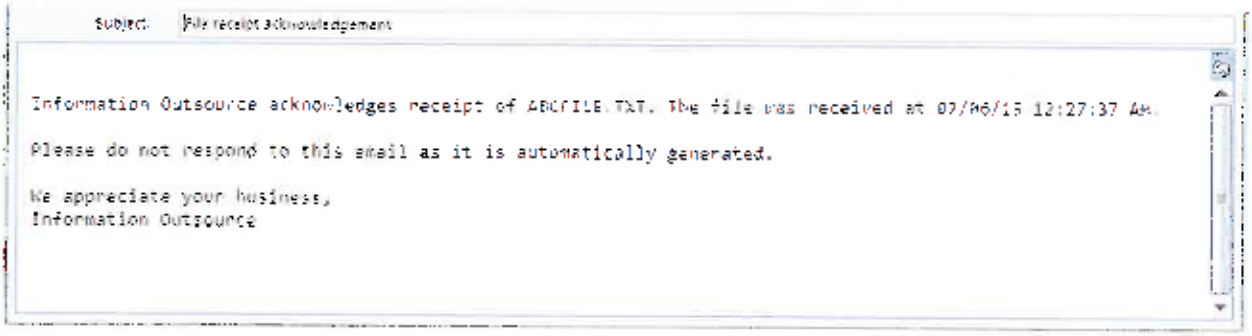
All of our servers and workstations are protected with the latest enterprise-level anti-virus and anti-spyware software from McAfee, which is monitored daily. All email traffic is monitored and protected by McAfee as well.

In addition to ensuring the security of your data, we also have procedures in place that ensure our servers are available and functioning, so that your files may be properly received and all electronic billing sites are available. Server checks are performed at the beginning and at the end of the day, as well as continuous monitoring of the electronic billing sites at scheduled times throughout the day and on the weekends.

4. *Describe the encryption capabilities that are support by the firm for the transmission of data between the firm and the City. Describe the file verification capabilities that are supported by the firm.*

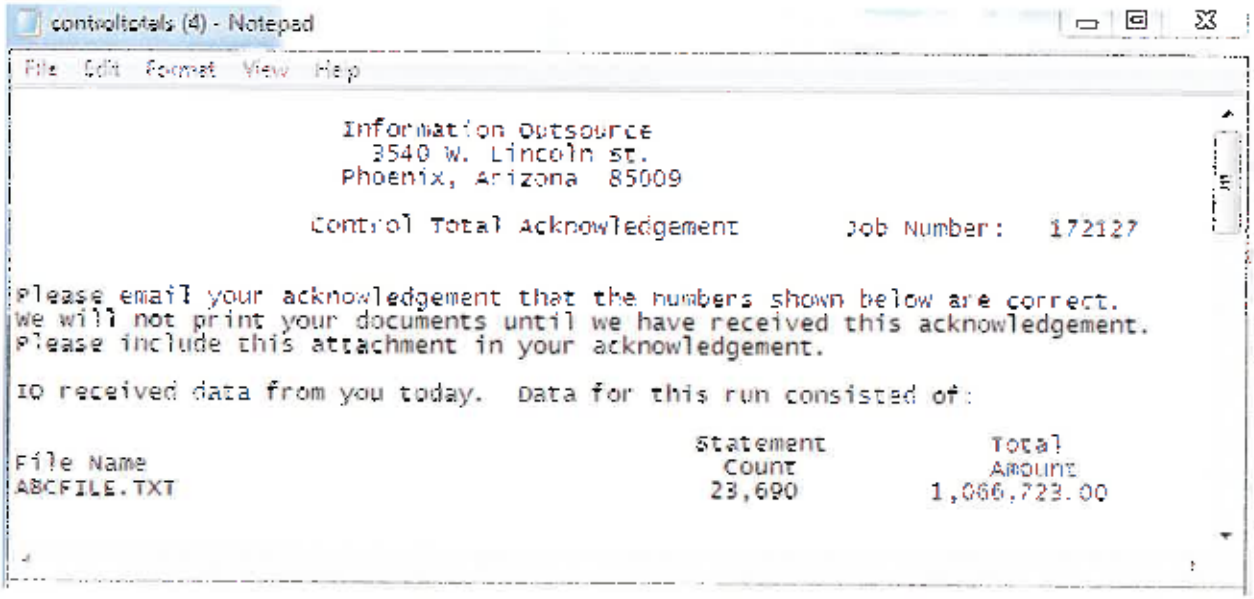
For your convenience, data may be submitted via a secure FTP connection or via our secure customer portal on the Information Outsource website. We support both SSH and SSL encryption. As a security measure, you will receive a unique username and password that allows you access to only your own directory on the site. After submission, data is immediately swept behind our firewall to a secure server on the internal network.

Upon receipt of the City's data file, an email will be sent to the City's designated recipient(s), acknowledging the transfer and file name:



Shortly following will be comprehensive reporting, which includes the following:

1. **Control Totals** – This report shows the file name, the number of records received, the number of statements to be mailed/archived and the total amount due per these statements.


controltotals (4) - Notepad

File Edit Format View Help

Information Outsource
3540 W. Lincoln St.
Phoenix, Arizona 85009

Control Total Acknowledgement Job Number: 172127

Please email your acknowledgement that the numbers shown below are correct.
We will not print your documents until we have received this acknowledgement.
Please include this attachment in your acknowledgement.

IO received data from you today. Data for this run consisted of:

File Name	Statement Count	Total Amount
ABCFILE.TXT	23,690	1,066,723.00

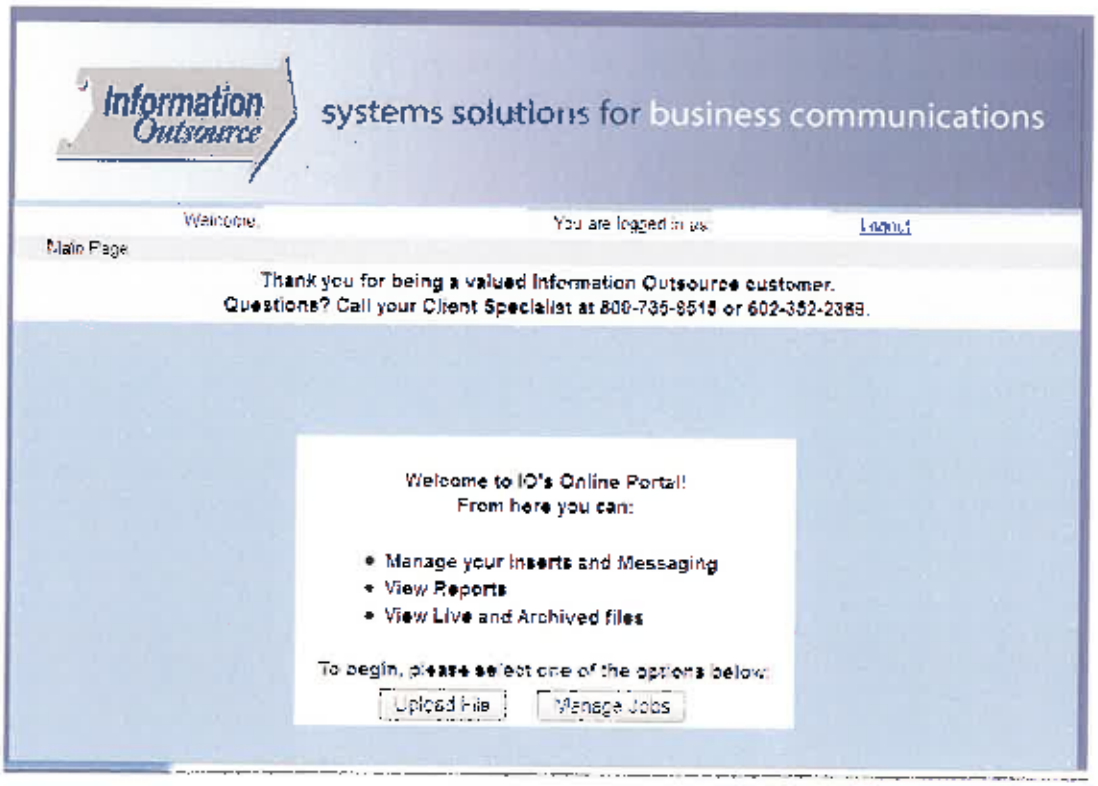
2. **PDF Samples** – These samples will be documents generated from the pending data file(s), so that you may verify dates, messages and specific content.

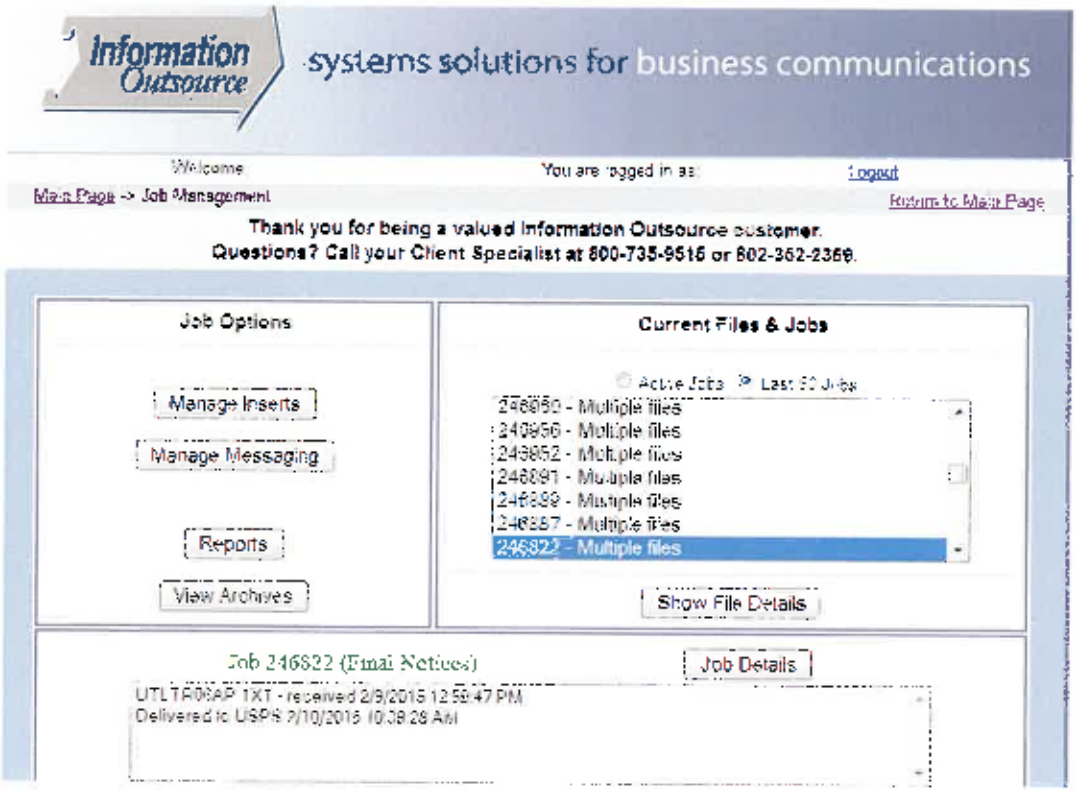
3. **Suppression Report** This report is normally provided as an Excel document and enumerates the records that have been removed from the mailing. The reason for suppression is included, which may reflect credit balances, past due amounts that exceed a certain threshold, incomplete data records or

other pre-determined criteria outlined by the City during the implementation phase. This report can also show the customer name and account number, or any other unique information needed to identify specific records. We are also able to sort by suppression type, or detail those accounts that will still be archived despite their suppressed print status.

We ask that the City approves these reports and samples prior to printing and mailing your documents. After an established process is in place, we will entertain a sign-off waiver that would relieve the need for approval, but this would be only at the City's request.

The City may view and approve the above samples and reports via email directed to City contacts, or by logging in to our secure online Customer Portal. Screenshots of this web-based application follow:





5. *List the types and amounts of insurance and bonding carried. Please confirm the firm meets the City's requirements as outlined in Section 5.28.3, 5.28.4, 5.28.5, and 5.28.6.*

Employees are bonded and insured and background screening and drug testing are completed prior to hiring. Standard Printing Company also uses the federal work authorization program commonly known as E-Verify to confirm that potential new hires are authorized to work in the United States. All insurance requirements outlined by your Request for Proposal are fully met.

6. *Does the bank maintain cyber liability insurance? If so, list the types and amount carried.*

This does not apply.

7. *Include a copy of the bank's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly known as the Statement of Auditing Standards 70 (SAS70)) for any processes or systems relevant to the services proposed in the firm.*

Information Outsource and Standard Printing Company have SOC 2 Type II certification, thus upholding the highest standards of network and physical security. Our certification was completed by Integrated Accounting Services. Though we are not a financial institution, we have opted to participate in this type of certification to validate our business practices. We are not a public entity and therefore do not normally publish this information as part of a public document. We would be happy to provide this information to you in a more confidential manner if you feel it is required in order to evaluate our proposal.

Tab 15: Implementation / Conversion

1. *Provide a detailed conversion plan for transitioning each of the proposed Service Groups to your firm. Please include the estimated length of time for the transition and the amount of effort required by the City's staff.*

Our approach is always to make a transition a seamless process for your customers, while requiring the smallest amount of time from City staff. We understand that a disruption to your billing processes means a disruption in revenue, and handle every implementation as a unique process.

Once awarded your business, you will be assigned a Client Specialist, who will be your onsite advocate for the duration of your relationship with us. This individual will serve as a project manager at the implementation stage, and as your day-to-day contact for ongoing business. This individual will guide you through the implementation process, setting timelines, deliverables and expectations along the way.

We will first work with you to define the parameters of your job and all handling requirements. At this stage we will also confirm the "look" of your bills and will ask for a test data file. Once all has been defined, we will get to work on producing our first round of samples.

During the implementation period we will also produce the materials required for your mailings, included all pre-printed forms, envelopes and inserts. The proofing process for these materials will be managed by the same Client Specialist that will address the programmatic set-up of your application.

Our implementation process is on average a 25 to 30-day process and required staff time is estimated at 2-3 hours for the whole of the implementation process.

During implementation, there are two sample stages:

Phase 1 samples are generated in our Development environment from the provided test data file. These samples will be provided to you for review, and it is at this stage we make all necessary adjustments to your job. Once samples are approved, we move to Phase 2.

Phase 2 is the stage at which we move all programming to our Production environment. A second round of samples is created and submitted for approval, and rigorous quality control checks are completed by both Development and Client Services. It is during Phase 2 that we would provide hardcopy samples for barcode testing, to ensure readability for payment processing.

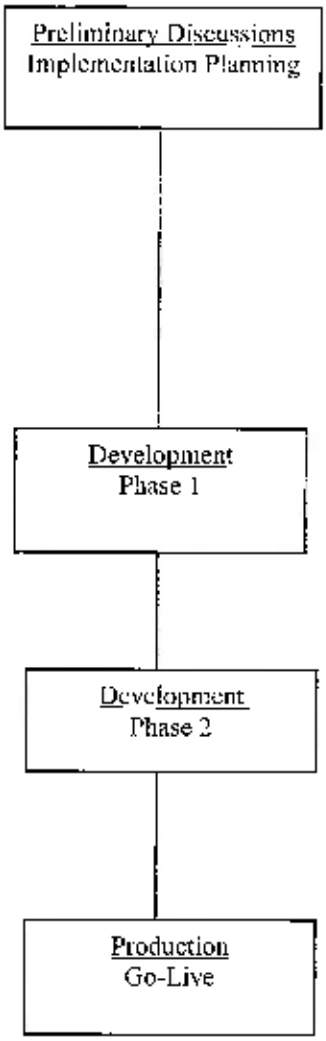
Once Phase 2 is complete, we are ready to move to live Production. At this stage, a meeting is held with Development, Client Services and Production to discuss the live job and make sure all departments are on the same page. When the first live file is received, Production and Client Services complete an additional QC process prior to submitting the live job samples to you for approval.

At every step of the implementation process, our Development, Client Services and Production teams are connected, minimizing risk and allowing for a seamless transition to the live stage. **All work is completed onsite by our in-house development team.**

Prior to going live, we will discuss any questions your staff may have about the data submission and approval process, to make sure they are fully trained our services and how to utilize the IO Customer Portal.

We are also happy to schedule parallel processing that would create PDF bill output for a live billing file, allowing you to look through specific account information and ensuring that the bill output generated by Information

Outsource mirrors that of your current vendor and meets your customers' expectations.



Implementation Planning
The following is what will occur immediately following your decision to work with IO:

- Introductory call from your Client Specialist to discuss the implementation process
- Technical call, which is designed to:
  - Introduce key contacts
  - Confirm key aspects of the new project
  - Discuss technical & logistical questions from your IO team
  - Address timing for implementation and go-live
- Delivery of FTP instructions and Scope of Services
- Delivery of Project Plan with outlined implementation tasks, deliverables, milestones, timeframes and resources

Development: Phase 1
During the first phase of development, the following will occur:

- Your requests and instructions will be researched by IO Development
- The report form for your job will be built and tested by IO Development
- Phase 1 samples and beta site will be created in the IO Dev environment
- Phase 1 samples will be sent to you for feedback and approval

Development: Phase 2
Following your approval of the Phase 1 Development samples:

- IO Development will move your job into our Production environment and perform a battery of quality control checks
- Phase 2 samples will be produced using test data in our Production environment
- Phase 2 samples will be sent to you for final approval

Production: Go-Live
Once you approve Phase 2 items, we are ready to "go live". What this means is:

- Production is ready to receive your live file
- A final series of quality control checks will be performed by Production and your Client Specialist during your first job
- Live job samples and control totals will be provided to you for approval
- Your documents will mail for the first time

2. *Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the City's account be transitioned to the ongoing client service team?*

Information Outsource approaches the implementation and ongoing management of your business as a continuous process and your implementation Project Manager/Client Specialist will remain your contact for the life our partnership. We do not turn the business over to an account management team once the implementation is complete. We feel that the intimate knowledge of your business we learn during the implementation process, as well as the rapport we create, should not constitute a learning curve for a new set of customer service contacts.

Your primary Client Specialist will be your point of contact from day one, which means you have a knowledgeable advocate onsite that can lead you through implementation, help you to make educated decisions and work toward

long-term goals. A secondary Client Specialist will also be assigned to your account, should your primary contact be unavailable. Within our Client Services department, we cross-train all specialists so that your needs can always be met quickly and thoroughly.

3. *Indicate the firm's plans for initial and ongoing education and training of City employees in the use of your systems.*

It is not anticipated that any training will be required, but our staff, specifically your Client Specialist, is at your disposal if questions should arise.

Tab 16: New Services & Ideas

1. *Describe any new services or ideas that will enhance the City's use of treasury services.*

Share My Stamp

In addition to printing and mailing your documents, we would like to offer the City a unique revenue building program titled Share My Stamp™. This program is facilitated by Standard Printing Company, and is designed to promote local businesses and allow them direct access to City residents via their City services bill.

City businesses will have the opportunity to include a coupon, discount or incentive in the City's bill at no cost to the City. Coupons will be professionally printed onsite by Standard Printing Company and included in your bills without impacting your postage costs. Revenue collected from this program will be used to either offset the cost of printing and mailing your documents, or paid directly to the City for use in other areas.

Our primary goals are to provide an additional revenue stream to the City and to provides an incentive to residents to shop locally and therefore return revenue to the City. All areas of this program benefit the City and do so without any additional cost. All aspects of the program – from contacting potential businesses to creating the coupons to printing, inserting and mailing – are facilitated by Standard Printing Company and Information Outsource.

The success of the program is based on the ability of Share My Stamp™ to create value for City residents. By building value in the offers, the residents will reward the participating businesses with high coupon usage, which will in turn drive up the value of the available space and increase the City's recurring revenue.

The Share My Stamp program may be utilized independent of a print and mail contract with Information Outsource.

We currently have a successful program in place with the Town of Gilbert and would be happy to put you in touch with our contact there for you to learn more about how the program works and the benefits the Town has seen to date.

Policy Creation

We will work with the City to create a policy conducive to protecting City interests and those of your residents. An example policy as constructed by the Town of Gilbert is available upon request.

2. *Please provide any additional information that you believe to be pertinent but not specifically requested elsewhere in the RFP.*

Parameters for Printing and Preparing Bills

As part of the original Request For Proposal document, ***Table 04: Parameters for Printing and Preparing Bills*** was included. We would like to address these various practice areas and provide guidance as to how to maximize efficiency and institute cost-effective best practices.

Table 04: Parameters for Printing and Preparing Bills

Print Parameters	Description
Number of cycles per month that bills are generated for printing and mailing	This is at the discretion of the City. We have clients that opt to transmit data to us daily, and others that are broken up into one or more cycles per month.
Volume of Bills	45,000 per month (per the City)
Daily Transmission Time of File	Our standard timelines dictate that receipt of a file by 8:30 AM local time is preferred.
Data File Transmission Method	Information Outsource accepts data via our secured FTP site or secure web-based Customer Portal. Our sites are available 24 hours a day, 7 days a week to receive your files. City staff will be fully trained on how to access our site and submit data, as well as how to review the provided reports during live job processing.
Preferred Time from Transmission Receipt to Bills in the Mail Stream	Our standard timelines dictate mailing of documents within 24 hours of file receipt.
Average Number of Pages per Billing	Most municipalities have a large concentration of single-page bills, however, we are able to manage multiple pages with ease if required.
Portrait or Landscape	Portrait bills are the industry standard.
Simplex or Duplex	Duplex (per the City)
Color	Based on the current look of your bills, we would recommending pre-printing all static color information on the bills, with all variable elements printed in black ink. Our pricing proposal reflects this recommendation.
Bill formats/templates	Your bill will be completely customized to your specifications. We are happy to mirror your existing bill, or can make recommendations as to how you might make better use of the space allotted. Please see the provided hardcopy samples for examples of layouts our current customers have opted to use. We will work with you to determine the best layout for your bills and can design an entire new bill at your request. There are no additional charges affiliated with design services.
Minimum Number of Insertions with Bill	It is assumed that a remittance envelope will be included with your mailings. We are able to selectively utilize this envelope based on customers that are enrolled in an auto-pay program.

Number of Additional Insertions per Bill or Notice (i.e. How many different additional inserts could be managed through one month)	We are able to manage up to six inserts with a given mailing. These can be modified during the course of a month if necessary, giving you unlimited flexibility in your customer communication.
Paper Stock	24# perforated white stock is the industry standard, particularly for our clients that utilize a lockbox for payment processing. The 24# paper weight is normally dictated by the lockbox provider. We recommend that a pre-printed stock is utilized to take advantage of some highlight color and logos, while still offering a cost-effective solution. All materials, with the exception of inserts, are billed as used versus an upfront 'pay in full' charge. This is advantageous for budget purposes, as it relieves the City of financial responsibility for stock used by Information Outsource during the initial implementation and any other scenarios that require sampling. Inserts follow a different course, in that they are printed in advance of your file and the number of required pieces must be estimated. Your inventory will be managed by our in-house inventory system that tracks usage, reorder points and order quantities. When it comes time to reorder, your Client Specialist will contact you at least 45 days in advance to discuss any required changes to your materials prior to placing the order.
Paper Size	8.5" x 11" is the industry standard.
Fold Specifications	Bills will be "Z" folded for insertion and inserts will be "C" or "letter" folded.
Remittance Envelope Size	Standard #9 sized envelopes are the industry standard.

Samples

Please see the following hardcopy samples so that you may evaluate the quality of our proposed materials. Included in this sample set are pre-printed forms, sample printed documents, envelopes and inserts that have been produced in-house.

Red Flag (Privacy) Policy

PROGRAM ADOPTION
Standard Printing Company DBA Information Outsource (SPCIO) developed the following Identity Theft

STATEMENT

ACCOUNT NO.	SERVICE ADDRESS	BILL DATE	DUE DATE	PAY THIS AMOUNT

BILLING SUMMARY

METER READING DETAIL

FROM	TO	DAYS USED	PREV. READING	PRES. READING	USAGE

USAGE HISTORY

Pay Your Bill Online at
www.informationoutsource.com
Or
By Phone (800) 735-9515

INFORMATION OUTSOURCE WATER COMPANY

3540 WEST LINCOLN STREET • PHOENIX, AZ 85009 • www.informationoutsource.com • (800) 735-9515

Please Conserve Water!

INFORMATION OUTSOURCE WATER COMPANY
3540 WEST LINCOLN STREET
PHOENIX, AZ 85009

Please Detach and Return with Your Payment to ensure Proper Credit

SERVICE ADDRESS		
ACCOUNT NUMBER	BILL DATE	DUE DATE
	AMOUNT DUE	AMOUNT ENCLOSED
		$

STATEMENT

ACCOUNT NO.	SERVICE ADDRESS	BILL DATE	DUE DATE	PAY THIS AMOUNT
123.01	1234 Highland Ave	09/30/2014	10/15/2014	$20.06

BILLING SUMMARY

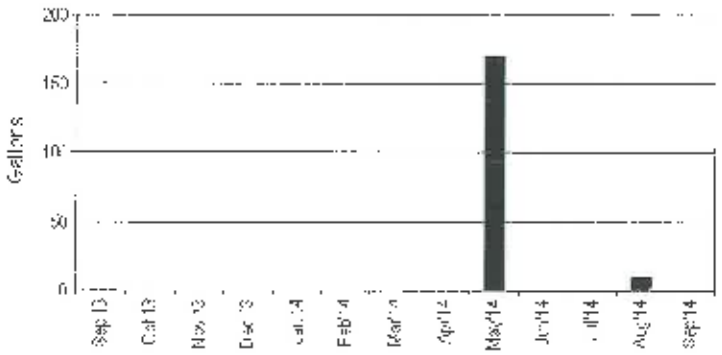
Previous Balance	20.25
Payments	20.15CR
Adjustments	.00
Water	17.75
City Tax	.53
County Tax	1.30
Surcharge	.02
CityFran Tax	.36
Pay This Amount	**20.06**

Information Outsource

METER READING DETAIL

FROM	TO	DAYS USED	PREV. READING	PRES. READING	USAGE
09/01/2014	09/30/2014	30	471,760	471,760	0

USAGE HISTORY



Water bills are the responsibility of the account holder(s).
If this bill is not paid within (10) days after the original due date, service may be disconnected. A reconnection charge and applicable late fees may be added and collected prior to reconnecting service. *Disconnect date shown DOES NOT supersede any prior disconnect notice.

WE NO LONGER ACCEPT CASH FOR PAYMENT!!
To keep meter easy to read please keep easements clear of all weeds and trash. THANK YOU
For water emergencies, including water main breaks, broken pipes, power outages, etc. please call (555) 123-4567.

Pay Your Bill Online at
www.informationoutsource.com
Or
By Phone (800) 735-9515

INFORMATION OUTSOURCE WATER COMPANY

3540 WEST LINCOLN STREET • PHOENIX, AZ 85009 • www.Informationoutsource.com • (800) 735-9515

Please Conserve Water!

Information Outsource

INFORMATION OUTSOURCE WATER COMPANY
3540 WEST LINCOLN STREET
PHOENIX, AZ 85009

Make checks payable to:
INFORMATION OUTSOURCE

Please Detach and Return with Your Payment to ensure Proper Credit

SERVICE ADDRESS		
1234 Highland Ave		
ACCOUNT NUMBER	**BILL DATE**	**DUE DATE**
123.01	09/30/2014	10/15/2014
AFTER THE DUE DATE	**AMOUNT DUE**	**AMOUNT ENCLOSED**
$20.33	**$20.06**	$

JOHN Q. PUBLIC
4567 ARIZONA BLVD
YOURTOWN US 12345-6789

1-43- 1

INFORMATION OUTSOURCE
3540 W. LINCOLN ST
PHOENIX AZ 85009-2601

Prevention Program that complies with the Federal Trade Commission's Red Flags Rule. This program is a key component in our SOC compliance, and furthers our commitment to customer privacy.

PROGRAM ELEMENTS
Under the Red Flags Rule, SPCIO is required to establish an Identity Theft Prevention Program tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant patterns, practices and specific forms of activity – the "red flags" – that signal possible identity theft
2. Incorporate business practices to detect red flags
3. Detail the appropriate response to any detected red flags to prevent and mitigate identity theft
4. Ensure the program is updated periodically to reflect changes in risks

IDENTIFICATION OF RED FLAGS
In order to identify relevant Red Flags, SPCIO has considered the types of identifiable information it processes and maintains.

Data Security Measures
To protect the personal information we receive, SPCIO uses data security measures designed to guard against the loss, misuse and alteration of information. SPCIO uses secure processes to exchange data between SPCIO and our clients, and personal information is destroyed through secure processes when the purpose is fulfilled for that personal information.

Data Collection and Display Methods
SPCIO offers a secured connection to our FTP site for the delivery of all client data files. Consumers have their own unique usernames and passwords, which allow them access to their own physical and virtual folders on the server. Personal information cannot be altered because it is delivered as a read-only file.

When our existing clients access our site, personal information may be exchanged through secure measures. SPCIO will retain personal information collected only to fulfill the purpose for which the information was collected or as required by applicable law.

Use, Retention and Disposal
SPCIO limits the use of personal information to the purposes for which the individual has provided implicit or explicit consent. The company retains personal information for only as long as necessary to fulfill the stated purposes or as required by law or regulations and thereafter appropriately disposes of such information.

The company has established policies regarding the collection, use, retention, disclosure and secure disposal of information.

DETECTION OF RED FLAGS
SPCIO properly trains its employees on the recognition of the various red flags as pertains to their specific area of work. Detection, communication, follow-up and the implementation of additional security measures are the responsibility of our individual employees, but the Chief Compliance Officer is responsible for ensuring the completion of all tasks.

Personal information (i.e., information that is about or can be related to an identifiable individual) is collected, used, retained, disclosed and destroyed in conformity with the commitments in the company's privacy notice and with criteria set forth in Generally Accepted Privacy Principles (GAPP) issued by the AICPA.

SPCIO reviews all company policies and procedures annually. SPCIO also offers annual training on Service Organization Controls (SOC) under the direction of the Chief Compliance Officer. Attending employees are provided with a document they must sign, indicating their participation in the training and acceptance of the company's privacy policies. A copy of this document is kept in each employee's personnel file.

IT System & Network Access
VPN connection is terminated after 30 minutes of inactivity, and all internal computers have screen savers that activate after a maximum of 5 minutes and require user passwords to deactivate.

Customer data is ultimately mailed in hardcopy to end users, or made available via the customer's Electronic Bill Presentment site, which is hosted by SPCIO. Express approval of each individual data file is required prior to mailing and/or uploading data, or a sign-off waiver document is retained as blanket approval for all outbound end user data.

Sharing Personal Information with Third Parties
SPCIO does not sell or give personal information to third parties for their use for purposes unrelated to SPCIO without permission, except as noted in our SOC Privacy Statement or on our websites. SPCIO may disclose personal information as we consider necessary to comply with the law or requests by governmental authorities, in connection with litigation or dispute resolution.

PREVENTION & MITIGATION OF IDENTITY THEFT
SPCIO's Development team is responsible for following best practices for securing information and for making recommendations to the Chief Compliance Officer as to how we might improve our program.

Identity theft is prevented via the following methodology:

- Secure FTP site access and the encryption of data
- IT access is allowed through network controls to allow only authorized users to access sensitive data
- Windows Active Directory is utilized to control access, and employees are granted access to the network by using unique assigned network users in the Active Directory.
- Network users have access to only the data that is required by the employee's job description. All network users are required to use complex passwords, and required to change them every 180 days.

SPCIO is thoroughly committed to the privacy of our customers.

SPCIO provides outsource solutions as well as custom document design, display, and printing at the request of our clients. SPCIO fulfills customer requirements that ultimately drive custom solutions while reviewing sensitive data within secured information technology network systems. SPCIO continuously reviews and deploys technology best practices to design and implement appropriately secure systems applications environments. When secured systems are developed, our customer data privacy is a key element in system design.

PROGRAM ADMINISTRATION & UPDATES
Responsibility for developing, implementing and updating this program lies with our Chief Compliance Officer, who is responsible for the oversight of all policies and procedures relative to privacy practices.

SPCIO annually updates the SOC Privacy Statement to reflect company and customer feedback. SPCIO also trains employees annually on Generally Accepted Privacy Principles and SOC guidelines.

Tab 17: Sample Contract

1. *Provide a sample of the proposed contract for your firm's services. Please also provide copies of all other documents that need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contract/agreements.*

Information Outsource is a leading provider of utility billing services and the integrity with which we do business is evident in how we approach your business. We do not have imposed contracts, as we know that the best way to retain our clients is through service and ethical behavior. We respect our client relationships and honor our quoted prices so that you can accurately plan your budget for the fiscal year. With every mailing, we have our clients' best interest in mind, and serve not only as a print and mail facility, but as an advisor and sounding board. We are happy to sign a contract at your request and would ask the City to provide this required document.

2. *It is the City's intent to incorporate the Request for Proposal and your firm's proposal response as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the City and explain why. It is not acceptable to exclude the entire proposal.*

There are no portions of the Request for Proposal or our response that we would request be omitted from the contract.

Tab 18: Pricing

It is the City's intent to award the contract(s) for an initial 5-year period with the option to renew it for two (2) additional 2-year periods. Offerors must agree to fix contract fees for the first five years. If the Contractor intends to revise its fee schedule after the initial five year period, it must give written notice to the City 90 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the City and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12-month trailing period.

1. *Are you willing to offer any transition or relocation incentives?*

   We normally do not revise our fee schedules during the additional term periods unless an increase in paper costs warrants a material cost revision. We do not anticipate any increased costs for the 7 years affiliated with the initial and extended terms.

2. *Are there any additional breaks or incentives if one or more Service Group is awarded to your firm?*

   This does not apply, as we are only proposing for a single Service Group.

3. *Describe the billing process for each of the Services Groups the Offeror has proposed. Include methods of billing and frequency the City is expected to pay for services.*

We are able to bill at your requested frequency, which can be weekly or monthly, depending on your AP requirements. Monthly invoicing is always completed by the 10th of the following month at the very latest, and normally can be expected by the 5th of the month.

The City will also be provided with a Production Report with each invoice, which details the materials used with a given mailing, as well as the number of documents mailed, multiple-page documents and inserts employed. A sample Production Report follows:

PRODUCTION REPORT

For: **TOWN OF ABC**

02/06/2015 through 02/06/2015

Date	Client Records Received	Addresses Verified	First Page Imaged	Addl Pages Imaged	Total Sheets Printed	Checks	Envelope-	Bins	Inserts: Self Mail	Static	Selective	Page Breakdown
Job Number:	172127											
02/06/2015	23,690	23,690	23,690	0	23,690	23,690	23,690	27,690	0	0	0	
												1 pc - 23690

A comprehensive postage report also accompanies each invoice, which details the number of pieces mailed at each pre-sort postage rate, and the total amount of postage used per mailing. Postage is paid directly to the US POSTMASTER and we apply postage from your account with each mailing. A sample postage report follows:

Information Outsource

3540 W. Lincoln St.
Phoenix, AZ 85009

POSTAGE INVOICE

INVOICE NUMBER: 94011
METER DATE: February 6, 2015

CLIENT: TOWN OF ABC

CLIENT ID: ABC

CUSTOMER PO #	PAYMENT TERMS	PROCESS DATE	SALES REP ID
CYC 09	Prepaid	Feb 6, 2015	CAB

QUANTITY	ITEM	DESCRIPTION	AMOUNT
		JOB # 172127	
22,505.00	.381	QUALIFIED POSTAGE	8574.41
1120.00	.406	QUALIFIED POSTAGE	454.72
65.00	.435	QUALIFIED POSTAGE	28.28

TOTAL POSTAGE USED **9057.41**

Tab 19: Sub-Contracting

Subcontractors may be used to perform work under the Agreement. If the Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

It is not anticipated that any sub-contracting will be required to complete the services described in our proposal.

Payment Service Network (PSN) is a partner resource, but a separate service agreement would be signed directly with PSN if the City opts to utilize their services.

Tab 20: References

Under *Tab 22: Attachments*, please find completed Reference Forms for each of our provided references. We grant our consent for the City to contact the following references for purposes of evaluating us for this Project and acknowledge that any information obtained from said references will not be disclosed to us.

References further outlined in Tab 22 are:

Town of Gilbert
City of Tempe
Cucamonga Valley Water District

Tab 21: Exceptions to Terms & Conditions

Information Outsource accepts the terms and conditions set forth by this RFP.

Tab 22: Attachments

Attachment A: Reference Forms
Attachment B: Receipts of Addenda Form
Attachment C: Affidavit of Non-Collusion Form

Attachment A – Reference Form 1

Proposers shall complete a Reference Form for each provided reference in accordance with Section 4.21 of the RFP.

1. General Background

Name of Client:	Town of Gilbert		
Number of Employees:	1,200	Operating Budget:	$615M
Address:	90 E Civic Center Drive Gilbert, AZ 85296		
Project Manager/Contract:	Leslie Nieves	Title: Utility Billing Supervisor	
Phone Number:	(480) 503-6801	E-Mail Address:	leslie.nieves@gilbertaz.gov

Summary of Project and Current Status: The Town of Gilbert has been a client since 2001 and we were re-awarded the Town's business through a public RFP in 2012. They are a current client.

2. Project Scope

Since we began working with the Town, we have guided them through two separate billing system upgrades, which required Information Outsource to work hand-in-hand with their software provider to understand the nuances of the new system and to coordinate efforts. New printed output accompanied their system changes, and all transitions were made without disruption to their live business. We currently print and mail the Town's utility bills, shut-off notices and collection letters, which totaled 833,000 mailed pieces in 2014, in addition to hosting and maintaining an electronic billing site on their behalf. The Town has also implemented Share My Stamp.

3. Project Information

Total Project Budget:	Yearly budget = $100,000+		
Project Start Date:	2001	Project End Date:	No projected end date

Attachment A – Reference Form 2

Proposers shall complete a Reference Form for each provided reference in accordance with Section 4.21 of the RFP.

1. General Background

Name of Client:	City of Tempe	
Number of Employees:	1,500	Operating Budget: $444M
Address:	90 E Civic Center Drive Gilbert, AZ 85296	
Project Manager/Contract:	Tarja Nummela	Title: Utility Billing Customer Services Manager
Phone Number:	(480) 350-8637	E-Mail Address: tarja_nummela@tempe.gov

Summary of Project and Current Status: The City of Tempe has been a client since 2013, when we were awarded their business through a public RFP. They are a current client.

2. Project Scope

We mail the City's Utility Bills, Final Bills and Notices on a daily basis, as well as their Tax Account Statements, Privilege Sales Tax Returns, License Certificates and License Renewals. In 2014 we mailed over 800,000 documents on the City's behalf. We accept, warehouse and utilize City-created inserts for use with all applications and facilitate the imprinting and use of custom envelopes during the holiday pick-up season each year.

3. Project Information

Total Project Budget:	Yearly budget = $60,000+	
Project Start Date:	2013	Project End Date: No projected end date

Attachment A – Reference Form 3

Proposers shall complete a Reference Form for each provided reference in accordance with Section 4.21 of the RFP.

1. General Background

Name of Client:	Cucamonga Valley Water District	
Number of Employees:	850	Operating Budget: $55M
Address:	10440 Ashford Street Rancho Cucamonga, CA 91729	
Project Manager/Contract:	Monica Hallberg	Title: Senior Customer Service Representative
Phone Number:	(909) 987-2591 X 7430	E-Mail Address: monicah@cvwdwater.com

Summary of Project and Current Status: Cucamonga Valley Water District has been a customer since 2001, and they recently renewed their relationship with Information Outsource following an RFP process. They are a current client.

2. Project Scope

On a daily basis, Information Outsource prints and mails the District's utility bills, reminder notices and shut-off notices, in addition to hosting and maintaining their EBP site. We have managed software upgrades, layout changes and a complete overhaul of the District's bill design. The District regularly employs inserts and special announcements with their mailings, many of which are selectively inserted based on customer criteria and/or geographic location within the District.

3. Project Information

Total Project Budget:	Yearly budget = $45,000+	
Project Start Date:	2001	Project End Date: No projected end date

Attachment B – Receipts of Addenda Form

Addendum #	Date
1	10/30/2015
2	11/10/2015
3	11/17/2015
4	11/19/2015

I certify this Proposal complies with the specifications and conditions issued by the City except as clearly marked in the attached copy.

Date	11/30/2015
Name	Debbie Bogdanski
Authorized Signature	Debbie Bogdanski
Title	Director of Operations
Company Name	Information Outsource
Address	3540 West Lincoln Street
City, State	Phoenix, AZ
Zip Code	85009
Telephone Number	(602) 352-2369
Fax Number	(602) 352-2370
E-mail	iosales@spcio.com

Attachment C - Affidavit of Non-Collusion

COS16-012 – Comprehensive Treasury Services

State of Arizona)
)ss.
County of Maricopa)

Debbie Bogdanski
(Affiant/Name of person signing this affidavit)

The Director of Operations
(Title)

Of Information Outsource
(Contractor/Proposer)

declares under oath:

I am authorized to submit the enclosed proposal. The proposal is genuine and not a sham or collusive, nor made in the interest of any other person or entity. Proposer has not, directly or indirectly, entered into any agreement whereby different proposers on any project for the City agree either as to who is to be the highest ranked proposer, or as to the amount of any proposal or any part of any proposal, or otherwise taken any action in restraint of free and competitive proposing. Proposer has not disclosed its sealed proposal amount to any other proposer, person, firm or corporation in the same business doing business in this State, or known to the person disclosing the figures to be likely to submit a proposal for the same project before the proposals are opened. All statements contained in the proposal and in this affidavit are true and correct.

Debbie Bogdanski
(Signature of Affiant)

SWORN TO BEFORE me this 29 day of November, 2015, in the County of Maricopa, State of Arizona, by

Notary Public

My Commission Expires:

LUPE R CHAVEZ
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 20, 2019

Attachment E – Notice of Intent to Submit a Proposal

RFP#:	COS16-012
Description:	Comprehensive Treasury Services
Due Date:	November 19, 2015
Proposal Due Date	December 1, 2015

If your company is interested in participating, it is **necessary** that this sheet be completed and returned to the City of Surprise Procurement Division via e-mail at purchasing@surpriseaz.gov as soon as possible, no later than November 19, 2015.

Upon receipt of this completed form, a Sample Payment Vendor List will be provided to the email address provided.

Name of Firm:	Information Outsource
Address:	3540 West Lincoln Street Phoenix, AZ 85009
Fax #:	(602) 352-2370
Phone #:	(602) 352-2369
Email Address:	iosales@spcio.com
Name: (Print)	Debbie Bogdanski
Signature:	Debbie Bogdanski
Date:	11/6/2015

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. D.**

Meeting Date: 03/24/2021

Department Head: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion

ITEM:

Discussion and possible action an any and all matters regarding the proposed agreement between the City of San Luis, Arizona and Willdan Financial Services to assist the city in providing a water, wastewater and sanitation cost of service and rate update. **(Jorge Perez, Billing & Collections Manager)**

SUMMARY:

Background:

It is customary for cities and towns to review their utility rates every five (5) to ten (10) years and make any rate adjustments necessary to maintain and improve infrastructure and operations for the residents of the city. Cities contract expert economists as guides to study this complex area of predicting future needs of the city as well as analyzing for any shortfalls in funding from the past.

Back in 2013, the city adopted a five-year utility rate increase plan that was intended to help the water, wastewater, and solid waste enterprise funds become self-sustainable. At that time, the revenues were not sufficient to cover the maintenance and needed improvement expenses. Rate adjustments were necessary to promote the continued growth of the community. The adoption of the rate increases has helped the enterprise funds to invest in new infrastructure to improve the quality of the services that the city provides to its residents. The last increase from the previously mentioned plan was done back on July 1st, 2017.

The city is currently experiencing tremendous growth in residential population but is also experiencing some commercial and industrial growth in east San Luis. The Public Works Department is foreseeing a need for new infrastructure in the near future to be able to provide the services that are being requested in this growing part of the city. Needs will be largely required in water and wastewater systems.

Staff is contemplating the option of a new utility rate and service analysis to be conducted by a professional economist firm. We are looking for guidance on how to properly handle the growth and pay for the future capital investments that are needed in San Luis. Studies that were done in the past, like the one adopted in 2013, did not include the option of an industrial service fee/rate. This is also an answer that we are hoping to obtain from the study.

CIP Forecast:

Capital improvements being forecasted by public works include the possible expansion of both (west and east) wastewater treatment plants as well as increasing the water capacity/production by adding well sites to east San Luis.

Staff roughly estimates the west wastewater plant expansion cost at around $14 million. The east wastewater plant expansion cost will depend on the approach of the utility rate study (what type and volume of growth are expected/needed). In terms of water production and capacity, staff is seeking to invest in a new water well site for east San Luis with cost estimates ranging between $3 and $4 million, again depending on the scope of the utility rate study. Staff is also seeking to invest in an additional water well site at the Public Works yard, where half of the infrastructure is already there; this cost is estimated at about $1.5 million.

Item Proposal/Request:

This item was presented to the Mayor and City Council during the Work Session held on March 3, 2021. Direction to staff was to proceed to conduct a rate study to see where is the city standing regarding utility infrastructure needs and provide for an updated rate schedule based on those needs.

The Billing and Collections division is in receipt of an agreement proposal to provide an update for water, wastewater and solid waste rates from Willdan Financial Services, Inc. for $19,000.00. Staff recommends approval of the contract/agreement as allowed by the San Luis City Code, Section 36.08 Professional Services.

Willdan Financial Services, Inc. contains professionals with decades of experience in water and wastewater utility operations and economic/financial management. This professional firm has also been serving the City of San Luis as rate consultants for the past 15 years. Willdan has also completed similar engagements for over 30 cities in Arizona, and hundreds of cities throughout the USA.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROFESSIONAL SERVICES CONTRACT WITH WILLDAN FINANCIAL SERVICES IN THE AMOUNT OF $19,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$19,000.00
BUDGETED AMOUNT:	$20,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	PUBLIC WORKS WATER CONTRACTUAL SERVICES / ACCOUNT 300-302-80000 / $68,895.33 PUBLIC WORKS WASTEWATER

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

This expense is to be split three (3) ways into the Water, Wastewater and Solid Waste enterprise accounts. A budget transfer will be needed to fulfill the expense under the solid waste account.

Public Works Water Contractual Services / Account 300-302-80000 / $68,895.33
Public Works Wastewater Contractual Services / Account 310-311-80000 / $24,215.03
Public Works Solid Waste Contractual Services / Account 320-321-80000 / $3,830.43

Attachments

Willdan Letter of Agreement/Proposal

March 9 2021

Mr. Tadeo De La Hoya
City Manager
City of San Luis
1090 E. Union St.
San Luis AZ 85349

Re: Letter Agreement to Provide Water, Wastewater and Sanitation Rate Update

Dear Mr. De La Hoya:

Willdan Financial Services ("Willdan") is pleased to present the following scope of services and budget to assist the City of San Luis ("The City") in providing a water, wastewater and sanitation cost of service and rate update. We are an economic and financial consulting firm, with offices in Plano, Texas and throughout the United States. Our principal clients are national, state and local governments. Our firm contains professionals with decades of experience in water and wastewater utility operations and economic/financial management.

We are proud to have served as the City of San Luis' rate consultants for the past 15 years. We have completed similar engagements for over 30 cities in Arizona, and hundreds of cities throughout the USA.

Scope of Services

We want to ensure that our scope of services is responsive to the City's needs. We will work with the City to tailor our proposed scope based on input prior to approval of this letter agreement, and as needed during the course of the project.

Task 1: Acquire and Analyze Data for Analysis

Description: The project team will work with you and City staff to acquire the data required for the study. This will include customer and volume data, budgets, operating expenses, capital improvement plans and debt service schedules. We will thoroughly analyze all acquired data to ensure that it meets the requirements for our study and will follow up with City staff as necessary. A request for the data we will require to complete our update is contained as an appendix to this rate letter.

Task 2: Update Analysis and Rate Model

Description: The project team will use acquired current budget, volume and CIP data to update our comprehensive ten-year water, wastewater and sanitation cost of service forecast model. The model will identify current and forecast operating expenses, capital outlays and debt service for the period FY 2021 – FY 2030. The model will adhere to AWWA ratemaking standards to ensure that the cost of service for each customer class is just, reasonable and accurate.

The preparation of a cost of service analysis is separate and distinct for every client. However, based on our previous experience with the City of San Luis, we are confident that the appropriate data will be acquired in a timely fashion, which will enable us to complete our analysis in a timely manner as well. An initial request for the information we will require to complete our analysis is attached to this engagement letter.

Task 4: Prepare Alternative Rate Plans and PowerPoint Summary

Description: Based on the findings and results from prior tasks, the project team will prepare alternative water and wastewater proposed rate structures for the City to consider. Each alternative will enable the City to recover sufficient revenues to fund operating and capital costs. The project team will prepare additional scenarios should the staff or Council so choose in determining which is the most just and reasonable. The project team will summarize its findings into a PowerPoint presentation.

Task 5: Meetings

Description: The project team will conduct the following meetings:

a) ***One meeting with City staff to review preliminary results***

b) ***One workshop with the City Council to discuss our findings and recommendations***

c) ***One combined public hearing and final council meeting at which the preferred rate plan is to be reviewed with the public and decided upon by the Council.***

Budget

Willdan will perform the tasks described in the Scope of Services section for the lump sum fee of $19,000, which includes both professional fees and travel expenses.

Note:

- Telephone conference calls are not considered meetings and are not limited by our proposal.
- Additional services, including attending additional meetings, may be authorized by the City and will require an additional fee.
- We will bill the City monthly based on percent of the task completion.

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services	
Hourly Rate Schedule	
Vice President/Principal Consultant	$210
Senior Project Manager	$185
Project Manager	$165
Senior Project Analyst	$135
Senior Analyst	$125
Analyst	$110
Analyst Assistant	$100

Independent Contractor

The parties to this Agreement agree that Willdan, its employees, agents and subcontractors, shall be independent contractors with regard to the providing of services under this Agreement and that Willdan's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees. Willdan shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Agreement.

Rights of Willdan as 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.

Insurance

A. Insurance Requirements.

Prior to the beginning, and throughout the duration, of the work, Willdan will maintain any insurance required by law such as Workers' Compensation and the accident insurance for vehicles in addition to the insurance in conformance with the requirements set forth below. Willdan will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this section then such coverage shall be amended to do so. Willdan acknowledges that the insurance coverage and policy limits set forth in this section 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, will be available to City.

Without in any way limiting Wildan's liability, Willdan shall maintain, during the term of this contract, the following type and amount of insurance:

Professional Liability	$1,000,000 per claim and $2,000,000 annual aggregate

Willdan shall provide City with certificates of insurance documenting that Willdan has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be cancelled without 30 days

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.

Willdan will submit to the City a certificate of insurance and any endorsement within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policy 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.

Arizona Required Provisions.

Services performed by Willdan 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

Willdan declares that it 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. Willdan further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. Willdan 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. It is agreed that in the performance of the services under this Agreement Willdan 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 she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. §38-511.

B. Employment Eligibility

Willdan hereby 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. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of Willdan to ensure that Willdan complies with this warranty.

C. Boycott

Willdan 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.

Authorization

If the terms of this engagement are acceptable, please sign where indicated and email this letter back to our contracts supervisor:

Ms. Joanie Reynolds
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590
Ph. (800) 755-6864; fax (951) 587-3510
E-mail: jreynolds@willdan.com

We appreciate this opportunity to serve the City. If you have any questions regarding the proposed services, please contact me directly at (972) 378-6588 or via email at djackson@willdan.com.

Sincerely,

Willdan Financial Services



Dan V. Jackson, Vice President — March 9 2021 (Date)

City of San Luis

Signature — Date

Print Name

ATTACHMENT 1 TO LETTER AGREEMENT

TERMS AND CONDITIONS

The Letter Agreement between the City of San Luis ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

1. Additional Services. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.

2. Compensation. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.

3. Termination. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.

4. Data Provided by Client. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.

5. Indemnification. Each Party shall indemnify the other from claims resulting from their respective negligence or other wrongful conduct or the negligence or other wrongful conduct of their respective officers, agents or employees.

6. Insurance. WFS shall maintain the following insurance:

a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.

b. Commercial General Liability Insurance, with limits not be less than $1,000,000 per occurrence and general aggregate.

c. Commercial Automobile Liability with limits not less than $1,000,000 per occurrence.

d. Professional Liability with limits not be less than $1,000,000 per claim and annual aggregate.

e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.

f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing it services.

7. **Miscellaneous.**

a. Titles used in this Agreement are for general reference and are not a part of the Agreement.

b. This Agreement shall be interpreted as though prepared by both parties.

c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

d. This Agreement shall be interpreted under the laws of the State of California.

e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.

f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.

h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

i. WFS shall not responsible for the performance of services by third parties not retained by WFS.

CITY OF SAN LUIS
2021 WATER, WASTEWATER AND SANITATION RATE UPDATE AND LONG-TERM FINANCIAL PLAN
INITIAL REQUEST FOR INFORMATION

1. Please provide a copy of the City's FY 2021 Water, Wastewater and Sanitation Utility Budget.

2. Please provide a copy of the City's most recent audited financial statement (CAFR).

3. Please provide water and wastewater billed consumption by customer class by month from January 2019 to the present.

4. Please provide water, wastewater and sanitation active accounts by customer class by month from January 2019 to the present.

5. Please provide water, wastewater and sanitation billed revenues by customer class by month from January 2019 to the present.

6. Please provide the City's most up to date Capital Improvement Plan for the Water, Wastewater and Sanitation utilities.

7. Please provide the City's current water, wastewater and sanitation rate schedule.

8. Please provide debt service schedules for all outstanding water, wastewater and sanitation-related debt.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. E.**

Meeting Date: 03/24/2021

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Melissa Lopez, Deputy City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the change of appointment of a Vice-Mayor. **(Council Member Luis E. Cabrera; Council Member Africa Luna-Carrasco; and Council Member Gloria Torres)**

SUMMARY:

Council Members Luis E. Cabrera, Africa Luna-Carrasco, and Gloria Torres have requested that this item be placed on the agenda for March 24, 2021.

_____

Luis E. Cabrera, Council Member

_____

Africa Luna-Carrasco, Council Member

_____

Gloria Torres, Council Member

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Attachments

Approved Agenda Item Review Form
E-Mail
Draft Ordinance on Vice Mayor

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. E.**

Meeting Date: 03/24/2021

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Melissa Lopez, Deputy City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the change of appointment of a Vice-Mayor. **(Council Member Luis E. Cabrera; Council Member Africa Luna-Carrasco; and Council Member Gloria Torres)**

SUMMARY:

Council Members Luis E. Cabrera, Africa Luna-Carrasco, and Gloria Torres have requested that this item be placed on the agenda for March 24, 2021.

Luis E. Cabrera, Council Member

Africa Luna-Carrasco, Council Member

Gloria Torres, Council Member

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Melissa Lopez

From: Luis Cabrera
Sent: Monday, March 22, 2021 10:02 PM
To: Melissa Lopez
Cc: Sonia Cornelio
Subject: Add Items to Agenda

Good evening Melissa,

At the request of Council Members Torres, Luna-Carrasco, and myself. We would like the following two items added to this Wednesday's (March 24th) agenda:

1. - Change/Appointment of Vice Mayor. In November when VM Rosales was appointed, it was discussed that this could be visited within a few months to allow other council members to gain the experience of holding the position.

2. - Motion for all staff to return to work on Monday April 5th, 2021 removing all staggered schedules.

Council Member Luna Carrasco will be signing either electronically or by someone taking papers to her at work, Council Member Torres will be signing at City Hall (please call her when forms are ready), I will be stopping by around 4PM to sign at City Hall.

Thank you Melissa please shoot me a text if you have any questions. I will see you tomorrow.

Kind regards,

Luis E. Cabrera
Council Member
1090 E. Union Street
San Luis, Arizona 85349
P: 928.341.8520
www.sanluisaz.gov

Sent from my iPhone

Draft Ordinance for Discussion Only

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE SECTION 3.002 REGARDING THE REVIEW OF THE DESIGNATION OF THE VICE MAYOR; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY

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

Section 1. San Luis City Code Section 30.002 shall be amended to read as follows:

At the first meeting at which the Mayor takes the oath of office, the Council shall designate one of its members as Vice-Mayor ~~who shall serve at the pleasure of the Council~~. Council **must review the designation of Vice Mayor annually and may retain the Vice Mayor or designate another Member of Council to the position. If a vacancy in the position of Vice Mayor occurs, Council shall designate another Vice Mayor**. The Vice-Mayor shall perform the duties of the Mayor during his or her absence or disability.

Section 2. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of __April 2021___.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

DRAFT

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. F.**

Meeting Date: 03/24/2021

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Melissa Lopez, Deputy City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding removing all employee staggered schedules for all city staff and report in-person to the worksite on Monday, April 5, 2021. **(Council Member Luis E. Cabrera; Council Member Africa Luna-Carrasco; and Council Member Gloria Torres)**

SUMMARY:

Council Members Luis E. Cabrera, Africa Luna-Carrasco, and Gloria Torres have requested that this item be placed on the agenda for March 24, 2021.

_____

Luis E. Cabrera, Council Member

_____

Africa Luna-Carrasco, Council Member

_____

Gloria Torres, Council Member

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Attachments

Approved Agenda Item Review Form
E-Mail

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. F.**
Meeting Date: 03/24/2021
Department Head: Sonia Cornelio, City Clerk, City Clerk's Office
Submitted By: Melissa Lopez, Deputy City Clerk, City Clerk's Office
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding removing all employee staggered schedules for all city staff and report in-person to the worksite on Monday, April 5, 2021. **(Council Member Luis E. Cabrera; Council Member Africa Luna-Carrasco; and Council Member Gloria Torres)**

SUMMARY:
Council Members Luis E. Cabrera, Africa Luna-Carrasco, and Gloria Torres have requested that this item be placed on the agenda for March 24, 2021.

Luis E. Cabrera, Council Member

Africa Luna-Carrasco, Council Member

Gloria Torres, Council Member

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO _____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
There is no fiscal impact associated with this item.

Melissa Lopez

From: Luis Cabrera
Sent: Monday, March 22, 2021 10:02 PM
To: Melissa Lopez
Cc: Sonia Cornelio
Subject: Add Items to Agenda

Good evening Melissa,

At the request of Council Members Torres, Luna-Carrasco, and myself. We would like the following two items added to this Wednesday's (March 24th) agenda:

1. - Change/Appointment of Vice Mayor. In November when VM Rosales was appointed, it was discussed that this could be visited within a few months to allow other council members to gain the experience of holding the position.

2. - Motion for all staff to return to work on Monday April 5th, 2021 removing all staggered schedules.

Council Member Luna Carrasco will be signing either electronically or by someone taking papers to her at work, Council Member Torres will be signing at City Hall (please call her when forms are ready), I will be stopping by around 4PM to sign at City Hall.

Thank you Melissa please shoot me a text if you have any questions. I will see you tomorrow.

Kind regards,

Luis E. Cabrera
Council Member
1090 E. Union Street
San Luis, Arizona 85349
P: 928.341.8520
www.sanluisaz.gov

Sent from my iPhone

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. G.**

Meeting Date: 03/24/2021

Department Head: Richard Jessup, Chief of Police, Police Department

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding the approval and adoption of Order No. 2021-5. 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 equipment by approving an Intergovernmental Agreement and authorizing execution of Subrecipient Agreement Operation Stonegarden Grant Program Award - REALLOCATION 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)**

SUMMARY:

The City of San Luis Police Department has been awarded $32,010.00 for equipment under the Fiscal Year 2018 Operation Stonegarden Program Award Number 180436-03. The grant performance period is March 8, 2021 through July 31, 2021. The total awarded grant funded amount $32,010.00.

Quotes were obtained for the approved equipment that will be purchased using the awarded funds. The first quote is for the approved Mobile Data Computer Docking Stations, in the amount of $22,826.19, not to exceed $23,010.00. The second quote is for Stalker Lidar Radars, in the amount of $8,469.47, not to exceed $9,000.00. The total cost for all items is $31,295.66, not to exceed $32,010.00.

The adoption of this order will support the United States Border Patrol mission by allowing police officers the ability to prevent or stop the egress of drug and undocumented person smuggling, and the nexus to terrorism.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2021-5 APPROVING THE INTERGOVERNMENTAL AGREEMENT AND GRANT AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	Yes
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	$32,010.00

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 250-181-90100.178 Capital Outlay-DOHS OPSG 180436.03 $32,010.00

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

The San Luis Police Department will receive $32,010.00 in equipment as reimbursements.

Account number:
250-181-90100.178 Capital Outlay-DOHS OPSG 180436-03

Attachments

Order No. 2021-5
Equipment Award Letter
Subrecipient Agreement
Budget Detail
MDC Docking Station Quote
Radar Quote

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2021-5

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 EQUIPMENT BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT REALLOCATION OPERATION STONEGARDEN GRANT PROGRAM – EQUIPMENT 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.

WHEREAS, the City of San Luis desires to increase police presence within our city limits to support the United States Border Patrol mission by allowing police officers to stop or prevent the egression of drug, undocumented persons smuggling, and the nexus to terrorism;

WHEREAS, the Arizona Department of Homeland Security has approved OPSG Equipment to enhance border security throughout the City of San Luis;

WHEREAS, the Arizona Department of Homeland Security has prepared an Intergovernmental Agreement which provides for all of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department.

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

Section 1: That the Intergovernmental Agreement titled "SUBRECIPIENT AGREEMENT 18-AZDOHS-OPSG-180436-03" Attached to this resolution is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this ____ day of March, 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

State of Arizona
Department of Homeland Security

Governor Douglas A. Ducey

Director Gilbert M. Orrantia

March 8, 2021

Chief Richard Jessup
San Luis Police Department
PO Box 3720,
San Luis, AZ 85349

Subject: FFY 2018 Operation Stonegarden Grant Program Award- REALLOCATION
Subrecipient Agreement Number: **180436-03**
Project Title: **OPSG Equipment**

Dear Chief Jessup:

The OPSG Budget/Narrative Application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment"** has been funded under the Operation Stonegarden Grant Program for **$32,010.00.** The grant performance period is **March 8, 2021 through July 31, 2021.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of $25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements – (enclosed)
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see enclosed EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1 and 2 is not signed and received by AZDOHS on or before April 30, 2021 this award is rescinded and the funds will be reallocated.**

If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner. Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Enclosures: Subrecipient Agreement, OPSG Budget Detail, EHP Designation Letter

1700 West Washington Street Suite 210 Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 542-1729 www.azdohs.gov

SUBRECIPIENT AGREEMENT - REALLOCATION
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT

18-AZDOHS-OPSG-180436-03

Between

The Arizona Department of Homeland Security
And
San Luis Police Department

DUNS Number 87-9102684

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **San Luis Police Department** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **March 8, 2021 and shall terminate on July 31, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**OPSG EQUIPMENT"** and funded at **$32,010.00** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004-S01 and CFDA #97.067:

a) Provide up to **$32,010.00** to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at *www.azdohs.gov*. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the

AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that

their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

Insurance Coverage
The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)
The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation
The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized

receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov*.

Procurement
The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov*.

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment
All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:
a) P25 standards;
b) SAFECOM Guidance;
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and

d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient’s expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

    a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at *www.azdohs.gov*. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov*.

f) Equipment Record Retention
a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse

by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov*. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

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

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

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

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4)

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that is must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance

Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article L - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation
All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension
The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances
Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those

organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act
All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

Article AE - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AF - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article AG - Federal Leadership on Reducing Text Messaging while Driving
All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in

Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AI - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AL - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AM - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

Article AO- Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:
   a. Procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" (as defined in ¶2 of this Article AO) as a substantial or essential component of any system, or as critical technology of any system;
   b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
   c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

2. For purposes of this Article AO "covered telecommunications equipment or services" means:
   a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
   d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AO. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above
San Luis Police Department
Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	FOR AND BEHALF OF THE
San Luis Police Department Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	Gilbert M. Orrantia Director
Print Name & Title Above	
Enter Date Above	Date

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

FY 2018 Operation Stonegarden Grant Program-REALLOCATION
Budget Detail - Equipment
Agency: San Luis PD
Subrecipient Agreement #: 180436-03

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subrecipient agrees to the funding shown here:

EQUIPMENT

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
Mobile Data Computer (for OPSG-dedicated SUV) Docking Stations	04HW-01-MOBL	26	$885	$23,010.00	
Radar Device	03OE-01-XDAR	3	$3,000	$9,000	
					$32,010.00

Project Point of Contact

Print Name Signature Date

Strategic Planner or
Assistant Director Planning & Preparedness

Susan Dzbanko

Print Name Signature Date

This form is to be signed and returned.

CODE 3
TECHNOLOGY

PROPOSAL

Date: 2/3/2021
QUOTE #21-022

Sgt. Alan Guevara
San Luis Police Department
1030 E. Union St.
San Luis, AZ 85349
928-341-2420

Customer ID SLPDAZ001

Salesperson	Project	Payment Terms	Contract#
Clay Jeppsen	CF33 Docking Stations	Net 30	

Part#	Description	Qty	Unit Price
HA-33LDS2	HAVIS DOCKING STATION WITH DUAL PASS-THROUGH ANTENNA FOR PANASONIC'S TOUGHBOOK CF-33 RUGGED LAPTOP	26	$684
CF-LNDDC120	LIND 120 WATT 12-32 VOLT INPUT CAR CHARGER	26	$109
		Subtotal	$20,618.00
		Sales Tax	$2208.19
		Shipping	$0.00
		Total	**$22,826.19**

Quote expires 6/30/2021
Thank you for your business!

STALKER radar

applied concepts, inc.

QUOTE #2047172

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Diane Satoren, +1-972-801-4843, diane@stalkerradar.com

Reg Sales Mgr: Joe Bartels, +1-720-456-2483, jbartels@a-concepts.com

Date: 01/28/21

Effective From : 01/27/2021 **Valid Through:** 04/27/2021 **Lead Time:** 21 working days

Bill To:	**Customer ID:** 035642	**Ship To:**	*FedEx Ground*
City of San Luis PO Box 7740 San Luis, AZ 85349-6816	Accounts Payable	San Luis Police Dept 1030 East Union St San Luis, AZ 85349	Lieutenant Marco Santana

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	3	808-6125-00	Stalker Lidar RLR - w/BT, DL & FTC, 2 Batteries, D	24	$2,550.00	$7,650.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	3	200-1278-03*	Stalker Lidar RLR w/Bluetooth		$0.00
2	6	200-1053-01	Lidar RLR Battery		$0.00
3	3	200-1092-01*	Lidar RLR Dual Bay Battery Charger		$0.00
4	3	035-0211-00	Soft Storage Bag		$0.00
5	3	011-0002-00	Lidar Certificate of Accuracy		$0.00
6	3	011-0231-00	Lidar RLR Quick Start Guide		$0.00
7	3	011-0215-00	Lidar RLR Operators Manual		$0.00
8	3	035-0389-00	Lidar RLR Shipping Box w/Foam		$0.00
9	3	060-1000-24	24-Month Warranty		$0.00
				Group Total	$7,650.00

Product	$7,650.00	Sub-Total:	$7,650.00
Discount	$0.00	Sales Tax 10.712%	$819.47
		Shipping & Handling:	$0.00
		Total: USD	**$8,469.47**

Payment Terms: Net 30 days

001

State Contract # CTR043208

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. H.**

Meeting Date: 03/24/2021

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. 2159. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into a Development Agreement with the Greater Yuma Port Authority (GYPA) to phase the development of Magrino Industrial Park, Unit 3. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Background

The Greater Yuma Port Authority (the "GYPA") is an Arizona non-profit corporation whose members are the City of San Luis, the City of Yuma, the County of Yuma and the Cocopah Tribe. GYPA in the process of expanding the development of infrastructure for its property, Magrino Industrial Park, which is in the area of the Commercial Land Port of Entry 2 (POE2) in the east mesa of San Luis. Like other developers, GYPA is phasing the development for an area called Unit 3 of the industrial park. Because the city approved it as one subdivision, the attached development agreement is needed.

As authorized by City Council on June 24, 2020, the city applied for and was awarded the Arizona Department of Transportation's Economic Strength Program Grant to help fund the underground utilities and road construction for Unit 3. (Attached are the agreements with GYPA regarding the Grant and the Grant Agreement with ADOT). The funding will go towards the infrastructure for Unit 3.

The Basic Terms

The GYPA will phase development of Unit 3 infrastructure, and that each phase of the development will be considered its own project. Each phase will go through the city's approval process independently of the other phases as if each phase were its own subdivision. GYPA may post financial assurances with the city separately for each phase. Details of the phasing are Exhibit A to the IGA under consideration now. (Please see the attached). The first phase must be completed in 18 months as required by the Arizona Department of Transportation's State Economic Strength Project Funds Grant for underground utilities, drainage and road construction. All phases are to be completed within five (5) years.

Recommendation

Staff recommends the adoption of the agreement.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2159.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

Not applicable

Attachments

Resolution No. 2159
Exhibit 1 - Development Agreement
Exhibit A Phasing
June 24 Agreement with GYPA for Grant App
Grant ADOT Economic Strength

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2159

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT WITH THE GREATER YUMA PORT AUTHORITY TO PHASE THE DEVELOPMENT OF MAGRINO INDUSTRIAL PARK, UNIT 3.

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 a development agreement with the Greater Yuma Port Authority to phase development of Magrino Industrial Park, Unit 3,

Section 2. A true copy of the development agreement, Exhibit 1 including its Exhibit A, are incorporated herein as though set forth again in full.

Section 3. 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 designees are authorized and directed to deliver this Intergovernmental Agreement to the Greater Yuma Port Authority 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

Exhibit 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**" or "**Development Agreement**") is entered into as of _____ day of March 2021 ("**Effective Date**") by and between the City of San Luis, an Arizona municipal corporation (the "**City**") and Greater Yuma Port Authority, Inc., an Arizona non-profit corporation, (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number 2159

RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and

B. WHEREAS, Greater Yuma Port Authority, Inc., Owner, owns property located in the municipal limits of the City and is currently developing a subdivision known as Magrino Industrial Park Unit 3 (the "**Property**"), and

C. WHEREAS, the Owner has requested to phase development of Magrino Industrial Park Unit 3 and provide for certain conditions and timing of development of infrastructure for said subdivision; and

D. WHEREAS, the City's governing body has authorized the execution of this Agreement by Resolution No. 2159.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1. Certificate of Completion as used in this Agreement shall mean a final written acceptance of the completed and inspected project issued by the Public Works Department. A Certificate of Completion will not be issued until the entire project is completed in conformance with this Agreement and accepted by the City.

1.2. City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.3. Owner shall mean and refer to Greater Yuma Port Authority, Inc., an Arizona non-profit corporation and any successor in ownership.

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all roads, driveways, water mains, wastewater mains, walls, landscaping and other infrastructure or utility improvements of any type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be.

1.5. Property, as used in this Agreement, shall mean and refer to all of the real property, which is legally described as Magrino Industrial Park Unit 3 and shown the subdivision plat, which is part of Exhibit A.

ARTICLE 2. DEVELOPMENT PLAN

2.1. Duration of Development Agreement. The term of this Agreement shall be for a period of five (5) years from the date of execution.

2.2. Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the non-breaching party shall have their respective remedies set forth in Section 6.3 of this Agreement.

2.3. Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over time and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's building and development requirements (hereinafter collectively called "**Approval Requests**"). The City approves the phasing of the development of the Property as shown on Exhibit A and agrees that Magrino Industrial Park Unit 3 can be built by Owner in accordance with phasing as shown on Exhibit A. Each phase will be considered its own project and will be approved as though that phase were its own subdivision, and financial assurances for each phase may be posted separately and dealt with separately. The financial assurances for each phase may be posted by and subject to an agreement for financial

assurances. The current agreement for financial assurances shall be considered modified to conform to the provisions of this Development Agreement.

2.4. Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("**Submitted Materials**") submitted by the Owner to the City hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible.

ARTICLE 3. INDEMNIFICATION

3.1. Owner agrees to defend, indemnity and hold harmless City, its officers, officials and employees ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

3.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such

dispute in good faith, and Owner shall be liable for the amount of such settlement and all expenses in connection with such settlement.

3.3. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 4. SUB AGREEMENTS

4.1. Subordinate Development Agreements. The City and Owner hereby acknowledge that the development of the Property may be accomplished by Owner through a series of sales, leases, joint ventures and/or other agreements and arrangements with experienced developers, investors and/or owners of real property. In connection therewith, it is anticipated and contemplated by the parties that such developers, investors or owners may desire to negotiate and enter into separate and subordinate development agreements with the City and/or Owner with respect to infrastructure Improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between such developers, investors and owners and the City and/or Owner, all to be set forth in the Amended Agreement. The parties hereby agree that any and all development agreements entered into with any such developer, investor or owner of any parcels of the Property shall be subordinate in all respects to the terms and conditions of this Agreement and the Amended Agreement, and, in the event of any conflict or discrepancy between the provisions of any such development agreement and the terms and conditions of this Agreement or the Amended Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

ARTICLE 5. MEDIATION AND DEFAULT

5.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "**City Representative**") shall be the City Manager, and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "**Developer Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

5.2. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon

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

5.3. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature that is not capable of being cured within ten (10) days, the cure shall be commenced within such period and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies both at law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 6. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

6.1. Conflict of Interest. Pursuant to 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 to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the provisions of A.R.S. §38-511.

6.2. No Personal Liability. No member, official or employee of the City shall be personally liable to Owner, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Owner or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City Manager
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

If to the Owner: Greater Yuma Port Authority
P.O. Box 4601
Yuma, Arizona 85366-4601

or to 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. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

7.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

7.3. 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 any of the provisions of the Agreement.

7.4. 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. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.5. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

7.6. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

7.7. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

7.8. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

7.9. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

7.10. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

7.11. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

7.12. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

7.13. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.

[Intentionally left blank, signature page follows]

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

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio
City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil
City Attorney

Greater Yuma Port Authority

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of March 2021, by _____, on behalf of the Greater Yuma Port Authority, an Arizona Non-Profit Corporation.

_____
Notary Public

My Commission Expires: _____

Exhibit
A

Magrino Industrial Park
Unit 3 Phasing

Base Phase: Underground utilities (water lines, sewer lines, power, and data) from County 25th to Vaughn Street south on Ave D, west on Vaughn to service lot 3.Paving and grading to be completed from Vaughn street to Avenue D. Box Culvert from County 25th and Ave D, paving and grading from County 25th to Vaughn Street. Complete service to lots 4/5/6/7.

Note on Base Phase: GYPA, Core Engineering, Barnet Rodgers of Labrie Properties and Eckard Construction have been in communication on start dates and service dates. GYPA does not want to hinder the progress on Labrie's development. Additionally, the hindrances caused by Covid are being diligently worked through.

Underground Cost: $601,504.23
GYPA will pay up to $150,000 from their operating account for project initiation. Remaining balance will be drawn from escrow and assurance account whose current balance is $626,888.32. Core Engineering will be providing project management services, subcontractor will present invoices to them for review and approval. Once requests are received and approved by Core Engineering, they will be presented to Eulogio @ Public works for final City approval and then forwarded to City of San Luis finance department that would request a draw from Deb Feller at Pioneer Title, with the amount payable to the contractor directly.

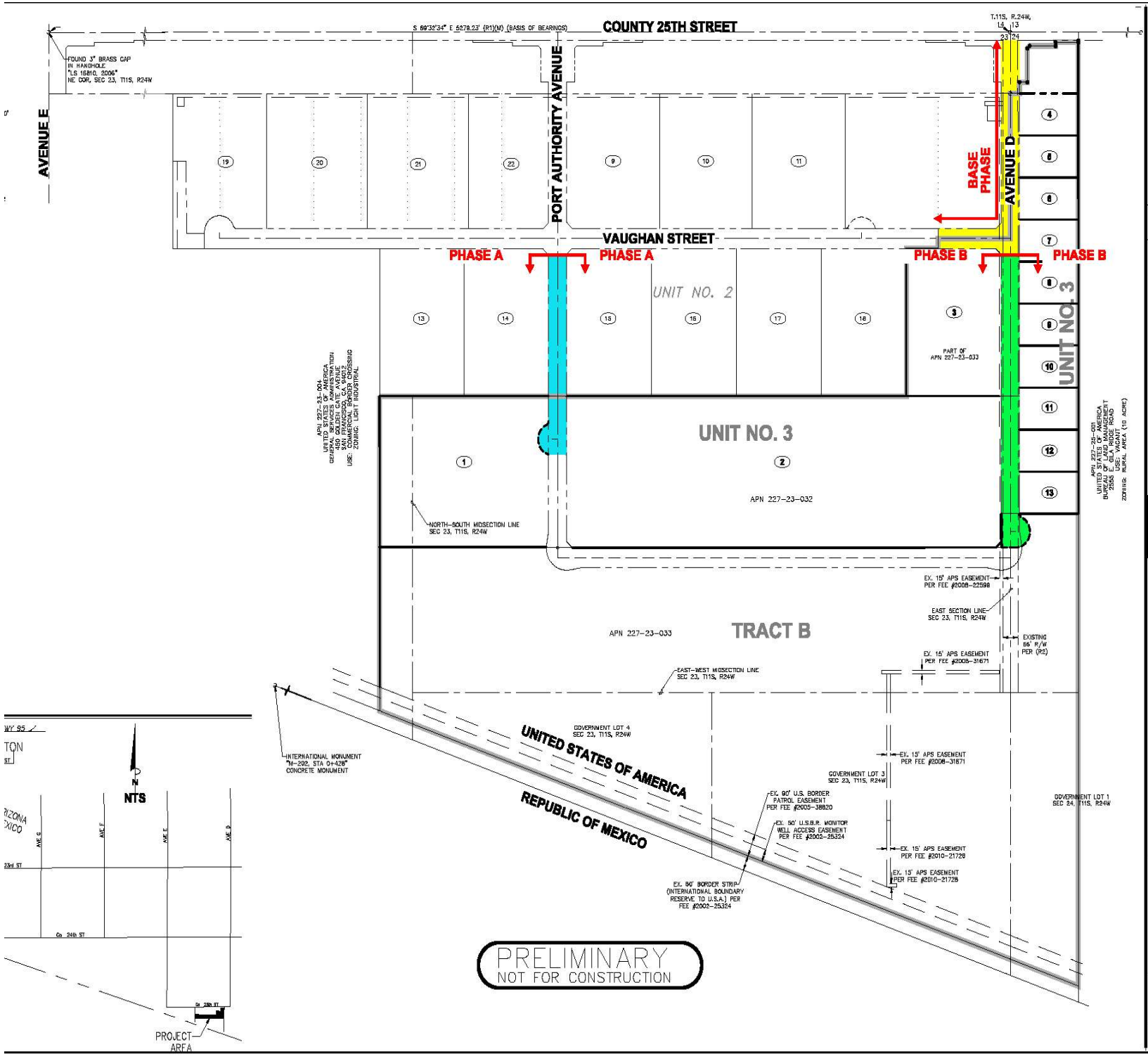
The ACA ESP grant that was awarded to the City of San Luis for this project will be allocated towards the Paving and grading portion of the project. Once Jenny Torres receives the contract from ADOT, she, along with Core Engineering and public works will proceed with the City's procurement policy and put this portion of work out to bid. GYPA andCity of San Luis will draw up an agreement once bids are received for this phase. In the event of a cost exceeding $500,000, GYPA will be responsible for that amount. ADOT has allowed 18 months for the utilization of these funds.

Phase A: Underground utilities (water lines, sewer lines, power, and data) along with pavement southbound on Port Authority Avenue to allow access to the NE corner of los 1 and NW Corner of lot 2. Lot 1 is owned by RL Jones company and lot 2 is owned by Cocopah Indian Tribe. Estimated time of completion on or before January 2022. Estimated cost: $537,000.

Note on Phase A: In the event of any remaining funds from the ACA ESP Grant, that funding will be allocated towards cost of paving on Phase A.

Phase B: Underground utilities (water lines, sewer lines, power, and data) along with pavement running south on avenue D until the south east boundary of lot 2. This will provide full service to lots 8/9/10/11/12/13 and utilities to the eastern portion of lot 2. Estimated costs $1,046,000.

Note on Phase B: No sales of lots 8-13 will occur until all services are in place.


COUNTY 25TH STREET
S 89°32'34" E 5278.23' (R1)(M) (BASIS OF BEARINGS)
FOUND 3" BRASS CAP IN HANDHOLE "LS 16810, 2006" NE COR, SEC 23, T11S, R24W
T.11S, R.24W.
AVENUE E
PORT AUTHORITY AVENUE
AVENUE D
BASE PHASE
VAUGHAN STREET
PHASE A
PHASE A
PHASE B
PHASE B
UNIT NO. 2
UNIT NO. 3
UNIT NO. 3
APN 227-23-033
PART OF APN 227-23-033
APN 227-23-004
UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94013
USE: CUSTOMS HOUSE & PROCESSING
ZONING: LIGHT INDUSTRIAL
APN 227-23-032
NORTH-SOUTH MIDSECTION LINE SEC 23, T11S, R24W
EX. 15' APS EASEMENT PER FEE #2008-22598
EAST SECTION LINE SEC 23, T11S, R24W
APN 227-23-033
TRACT B
EXISTING 66' R/W PER (R2)
EX. 15' APS EASEMENT PER FEE #2008-31671
EAST-WEST MIDSECTION LINE SEC 23, T11S, R24W
GOVERNMENT LOT 4 SEC 23, T11S, R24W
INTERNATIONAL MONUMENT "M-202, STA 0+428" CONCRETE MONUMENT
UNITED STATES OF AMERICA
REPUBLIC OF MEXICO
EX. 15' APS EASEMENT PER FEE #2008-31671
GOVERNMENT LOT 3 SEC 23, T11S, R24W
EX. 90' U.S. BORDER PATROL EASEMENT PER FEE #2005-38820
EX. 50' U.S.B.P. MONITOR WELL ACCESS EASEMENT PER FEE #2002-25324
GOVERNMENT LOT 1 SEC 24, T11S, R24W
EX. 15' APS EASEMENT PER FEE #2010-21726
EX. 15' APS EASEMENT PER FEE #2010-21726
EX. 90' BORDER STRIP (INTERNATIONAL BOUNDARY RESERVE TO U.S.A.) PER FEE #2002-25324
PRELIMINARY
NOT FOR CONSTRUCTION
NTS
PROJECT AREA
DRAWING RECORD:
No.
DATE:
CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5831 F - 928.344.5832
www.CoreEngineeringGroup.com
Core@core-eg.com
MAGRINO INDUSTRIAL PARK
UNIT NO. 3
CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
EXHIBIT
Date: SEPT. 2020
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096
SHEET 1
THIS DRAWING AND THE DATA CONTAINED HEREON ARE THE PROPERTY OF CORE ENGINEERING GROUP, PLLC AND SHALL NOT BE USED, REPRODUCED OR TRANSFERRED, WITHOUT THE PRIOR EXPRESS CONSENT OF THE COMPANY, NOR SHALL ANY DATA OR INFORMATION CONTAINED HEREON BE USED IN A MANNER INCONSISTENT WITH THE PRIOR EXPRESS WRITTEN AUTHORIZATION OF THE COMPANY.

AGREEMENT

GYPA & San Luis for ACA Grant & Road Construction

This agreement ("Agreement") made this _____ day of June 2020 between the Greater Yuma Port Authority, an Arizona non-profit corporation whose members are public agencies, ("GYPA"), and the City of San Luis, Arizona, a municipal corporation and political subdivision of the State of Arizona ("City") and in consideration of the mutual covenants contained herein, hereby agree as follows:

1. GYPA and City agree to cooperate and participate in applying for and, in the event of an award, the administration of a proposed economic strength grant administered by the Arizona Commerce Authority ("ACA") for a road construction project to construct and pave roads within a platted subdivision within the area known as the Gary Magrino Industrial Park within the municipal limits of City (hereinafter the "grant project"), for the mutual benefit of GYPA and City.

2. GYPA responsibilities:

    a. GYPA shall develop the grant application for City review and submittal.

    b. If awarded, GYPA shall be responsible for assisting the City in submitting reports or any other reporting as may be required by the grant contract.

    c. GYPA shall be responsible for providing the City with the 10% grant match, as may be requested by the ACA.

    d. GYPA shall be responsible for providing the City with all funding related to the administration and completion of the grant project to include, but not limited to, the cost of hiring appropriate professionals for the construction administration of the grant project and all City fees as related to constructing the grant project.

    e. GYPA shall be responsible for any additional fees or costs that might arise from changes to or unforeseen costs related to the construction of the grant project. This responsibility includes, but is not limited to, the responsibility to pay for or reimburse the City during the City's fiscal year during which the funds are expended for any fees or costs in the construction of or management of constructing the construction and paving for improvements not covered by grant funds. The parties to this Agreement understand and agree that the roads are to be constructed and paved to the Public Works Standards of the City. City requirements may include underground utility construction such as water and wastewater utility improvement as part of the grant project. Such construction, while

part of the grant project, may not be within the scope of the grant, and therefore must be paid from sources other than grant funds.

3. City responsibilities:

    a. The City shall be responsible for reviewing and submitting the grant application to ACA.

    b. The City shall be responsible for adhering to the procurement process, for contracting with appropriate professionals for the construction administration of the grant project and contracting with a licensed contractor for the construction of the grant project. Any procurement process for appropriate professionals or licensed contractors shall be for the entire road construction of the grant project, which may include necessary improvements, not within the scope of the grant, as mentioned in Section 2.e above.

    c. The City shall be responsible for adhering to grant regulations and the conditions of any awarded grant.

    d. The City shall be responsible for administering the grant funds and all expenditures for the grant as may be required by the grant contract and the ACA. This administration shall include administration of the entire road construction for the grant project, including such improvements, which, while a necessary part of the road construction for the grant project, such as underground water and wastewater utility improvements, may not be within the scope of the grant.

    e. The City shall be responsible for submitting any reporting as required by the grant contract and the ACA.

4. This Agreement constitutes the entire Agreement between the parties hereto, pertaining to the subject matter hereof, all prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

5. This Agreement may not be amended, nor may any provision hereof be waived except by a written amendment executed by all parties.

6. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. This Agreement is subject to A.R.S. § 38-511. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement, they shall not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393.

7. 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.

8. No member, official or employee of the City shall be personally liable to GYPA, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to GYPA or any successor or assign, or (c) under any obligation of the City under this Agreement; unless such personal liability arises out of the wrongful acts or gross negligence of said City member, official and or employee. Notwithstanding anything contained in this Agreement to the contrary, the liability of GYPA under this Agreement shall be limited solely to the assets of GYPA. The liability of GYPA shall not extend to or be enforceable against 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 GYPA.

9. It is not intended by this Agreement to, and nothing in this Agreement shall create any agency, partnership, joint venture, or other similar arrangement between the parties.

10. Time is of the essence in this Agreement.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona, and it is effective as of the day and year set forth above.

ATTEST:

_____
Witness, if Contractor is an Individual

_____
(Authorized Signature)

By:_____
(Printed Name)

Title:_____

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

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DS ULS Initial here to indicate content has been reviewed and Agreement is ready to be signed.

DS JTEDM Initial here to indicate content has been reviewed and Agreement is ready to be signed.

Agreement / CAR Number	GRT-20-0008022-T
AG Contract Number	P0012013003419
AFIS Vendor Number & Address Code	DT0083 A0001
AFIS Program/Phase Eligible From Date Eligibility Expiration Date Project Details	Refer to Exhibit A

DS M Encumbrance Created

GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
THE CITY OF SAN LUIS

This GRANT AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-7281, is entered into 2/23/2021 between the ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) MULTIMODAL PLANNING DIVISION (MPD) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE or ADOT, and the CITY OF SAN LUIS, a Local Government, herein referred to as the RECIPIENT. The STATE, ADOT, and the RECIPIENT are collectively referred to as the "Parties", and individually as STATE, ADOT, RECIPIENT, and "Party".

I. RECITALS

1) ADOT is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.

2) RECIPIENT has obtained appropriate action by ordinance or resolution or otherwise pursuant to the laws or other rules and regulations applicable to it and its governing bodies and is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.

3) Exhibit A: Project Award Description provides the Project Award Description, Eligibility Dates, Funding Participation, and Match Requirements. The STATE and the RECIPIENT desire to secure the Project as described in Exhibit A through the expenditure of State Economic Strength Project Funds and carried out according to this Agreement and under the applicable sections of ARS 28-7282 et seq.

4) Exhibit B: Program Description and Contact Information provides the statutory reference and describes rules, regulations, and requirements specific to the program(s) awarded in this Agreement. All the contacts needed for processing or communications are also provided.

5) Exhibit C: Responsibility Matrix delineates key requirements specific to roles. The STATE and the RECIPIENT desire defining their respective responsibilities related to the expenditure and

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reimbursement of up to the amount of funds described in Exhibit A and referred to as the PROJECT within the authority granted by the Program described in Exhibit B.

6) Exhibit D: Procurement and Third Party Contract Provisions provides rules specific to RECIPIENT procurement in this Agreement.

7) Exhibit E: Discrimination & Title VI Requirements provides mandatory Title VI requirements.

8) Exhibit F: Disadvantaged Business Enterprise (DBE) Requirements provides mandatory DBE requirements.

9) Exhibit G: Insurance (Risk Management) Requirements provides mandatory insurance requirements.

10) Exhibit H: Language Modifications for Tribes, Nations, and Native American Communities provides exceptions, exemptions, and language variations for Agreements with Tribes, Nations, or Native American Indian Communities.

11) The RECIPIENT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12) RECIPIENT qualified local match and fees for the PROJECT to be procured by the STATE is due upon demand and prior to procurement. Match for PROJECT to be procured by RECIPIENT shall be indicated in and deducted from request for reimbursement.

13) The APPLICATION for this Agreement does not constitute the AWARD amount. The AWARD will be demonstrated in Exhibit A of this Agreement, incorporated into the document at the time of execution and/or as updated from time-to-time by mutual consent.

14) The State has the authority to re-distribute Award if the signed Agreement is not received by the program required deadline, or if applicable cash Match (if required) is not received, so that the Agreement may be executed within 90 calendar days from the date that Exhibit A documenting Award is distributed.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1) RECIPIENT shall provide specific services or activities related to eligible funding, herein called the PROJECT in accordance with the RECIPIENT'S application(s), incorporated herein as referenced and as described in Exhibit B and the PROJECT description and Award described in Exhibit A.

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2) PROJECT expense and cost awards will be detailed in Exhibit A. Awards may consist of any combination of expense or cost categories eligible in the associated grant program.

3) PROJECT Award is limited to the quantity, description, and/or pricing of the items identified in Exhibit A. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement or incurring expenses. Approvals will result in a modified Exhibit A being issued. For PROJECT Award items being procured by ADOT, actual pricing that exceeds the estimate on Exhibit A and requiring additional MATCH will be confirmed with the RECIPIENT prior to purchase.

4) RECIPIENT eligible PROJECT expenditures or incurrence of costs may not occur prior to the "Expenses Eligible from Date" and must occur prior to the "Eligibility Expiration Date" established in Exhibit A. All support documentation must be dated within that established data range to be considered eligible.

5) Authorized PROJECT-appropriate expenses and costs associated with the PROJECT Award, supported by receipts and other suitable and appropriate documentation, and incurred within the Exhibit A established data range are eligible for reimbursement upon execution of this Agreement. Final reimbursement requests must be received no later than 30 calendar days after the calendar quarter within which the Eligibility Expiration Date occurs to be eligible for reimbursement unless an extension has been granted by the Program Manager. Extensions must be documented on a Modified Exhibit A.

III. RESPONSIBILITIES

1) **ADOT or its assignees shall**:

   a. Review PROJECTS for compliance with statutory requirements, oversight requirements, and program guidance.

   b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

   c. Assure funding is available to reimburse invoices submitted no later than 30 calendar days beyond the Eligibility Expiration Date of the Project unless the project is moved to an inactive status because no invoicing has been received for two consecutive calendar quarters.

   d. Review invoices, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 calendar days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award.

   e. Communicate with RECIPIENT as necessary to facilitate program compliance and procedural efficiency.

2) **RECIPIENT shall**:

   a. Administer the grant from award to closeout.

   b. Take necessary steps to ensure compliance with program or Agreement stipulated deadlines.

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c. Develop and have in place prior to use of award internal policies and systems that ensure effective management of awards and compliance with grant requirements.

d. Implement strong internal controls for accounting and compliance with grant terms and conditions and ensure that RECIPIENT financial management system and any other system used for documentation or compliance is appropriate to implement the Project.

e. Establish a budget of the costs required to perform the Project and a method for monitoring actual costs against the budget.

f. Ensure that matching funds qualify under Program requirements and submit payment of Grant required MATCH or other fees as indicated in Exhibit A upon demand by the STATE.

g. Comply with all terms of the Grant Program in accordance with the RECIPIENT application(s) and statutes in effect at the time of application or subsequently revised and incorporated herein by reference.

h. Perform all tasks designated on the Responsibility Matrix. Copy the Arizona Corporation Commission (ACC) Project Manager on all progress or status reports from the matrix.

i. Obtain prior written concurrence of the State before assigning any portion of the work to be performed under this Agreement or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.

j. Communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.

k. In the event of an accident involving any equipment funded under this Agreement, the RECIPIENT shall, within 48 hours, notify the ADOT Program Manager and the MPD Finance & Administration Manager (see Exhibit B) electronically via email. Any insurance proceeds received when project property has been lost or damaged, the grantee shall a) apply those proceeds to the cost of replacing the damaged or destroyed project property taken out of service or b) return an amount equal to the remaining STATE interest in the lost, damaged, or destroyed project property. The RECIPIENT agrees to request from and adhere to guidance from the ADOT Project Manager regarding which option shall be followed.

l. Communicate with STATE as necessary to facilitate program compliance and procedural efficiency.

m. Provide all required reports required by Program requirements or as requested by ADOT in a timely manner and as required by the STATE.

n. Ensure users of PROJECT equipment and/or services meet applicable regulations and statutes.

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o. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

p. Comply with Performance Measure requirements when and as established or as designated by the STATE for its compliance.

q. Comply with Cross-Cutting requirements for asset management plans and reporting of asset inventory and condition information when and as established by the STATE.

r. Demonstrate that funds are expended for eligible and allocable activities; track receipts, disbursements, assets, liabilities, and balances; and track and report program income.

s. Report to the STATE as required by the program but at a minimum so that payments may be completed quarterly on the Billing Summary and Reimbursement form provided by ADOT, for categorized reimbursable Project costs/expenses awarded as detailed in Exhibit A, as authorized and allowable under the grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation.

   The final invoice for each State Fiscal Year for all work completed through June 30 each year shall be submitted no later than July 15 each year. In the event this deadline cannot be met, the RECIPIENT shall communicate with the MPD Finance Manager to establish a deadline for submission. Invoices received after the deadline for submission may be deemed non-reimbursable.

   In the event that no expenditures occurred during a calendar quarter, submit a progress report to the ADOT Project Manager and explain the delay in the Project or reason for no billable charges. Projects with no billable activities for two consecutive quarters may be placed in an inactive status without this evidence.

   To be eligible for reimbursement, costs must meet the following general criteria:

   - Be a direct cost. Indirect costs are eligible for reimbursement only with an indirect cost plan approved by the RECIPIENTs federal cognizant agency and accepted by ADOT as indicated on Exhibit A.
   - Be necessary and reasonable for proper and efficient performance and administration of the Project;
   - Be an eligible expense under program regulations and requirements;
   - Be treated consistently. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a grant as an indirect cost;
   - Be determined in accordance with generally accepted accounting principles (GAAP);
   - Be excluded as a cost or not used to meet cost sharing or matching requirements of any other award in either the current or a prior billing period;
   - Be the net of all applicable credits; and
   - Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.

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t. Submit program required reports of procurement activities according to the section labeled: ***PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS*** and submit reports of contract activities via email in a spreadsheet template provided by the ADOT Program Manager.

IV. MISCELLANEOUS PROVISIONS

1) **Term Incorporation**: This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is RECIPIENT responsibility to ensure that any Agreement between RECIPIENT and its CONTRACTORs and SUBCONTRACTORs for use of grant funds shall incorporate the provisions contained herein.

2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction plus 36 months after Project completion.

   This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) calendar days written notice to the other party.

3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of STATE, or RECIPIENT. Modifications to Exhibit A describing the details of the approved PROJECT may be modified without adopting a formal amendment to this Agreement; acceptance of the modification shall be indicated by signature on the modified Exhibit A by an authorized signatory from the RECIPIENT.

4) **Match:** Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement. Approvals will result in a modified Exhibit A being issued with updated approved not-to-exceed award, pricing, and MATCH indicated. Without advance approval, RECIPIENT is responsible for all of the increased price or quantity procured.

   In the event that this Agreement is terminated after matching and/or fee funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of match funds, and refund shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. Remitted fees may be non-refundable, depending on the purpose of the fees except when this Agreement is terminated by ADOT or the STATE at no fault of the RECIPIENT.

   In circumstances where the RECIPIENT cannot accept delivery of the Project Equipment or where surrender of equipment is required, refund of capital match will be based on current fair-market value at the time of surrender less the cost of any repairs or modifications required to affect reassignment to another recipient or program.

5) **Availability of Funds:** Every payment obligation of STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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6) **Statutory Compliance:** All parties shall comply with all applicable federal, state, and local requirements including all applicable provision of A.R.S. 28-7281 through 28-7286 et seq. and other applicable regulations where and when relevant.

7) **Conflict of Interest:** This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511. The cancellation shall be effective when notified by the Department.

8) **Recordkeeping:** All RECIPIENTs and/or their CONTRACTORs and the parties shall retain all data, books, and other records relating to this Agreement for a period of five (5) years after completion of the Agreement. Completion of the Agreement means the awarded Project is completed or has been cancelled, all stated obligations and requirements have been met, all financial transactions are processed, and all required reporting has been completed. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214.

9) **Audit**: The administration of resources awarded by ADOT to the RECIPIENT may be subject to audits and/or monitoring by ADOT including but not be limited to: on-site visits by ADOT staff or designees, and limited scope audits. By entering into this Agreement, the RECIPIENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the RECIPIENT is appropriate, the RECIPIENT agrees to comply with any additional instructions provided by ADOT staff to the RECIPIENT regarding such audit. The RECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG) and ADOT's Financial Management Services. It is the responsibility of the RECIPIENT to monitor their sub-recipients.

   The RECIPIENT shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action(s), a timetable for resolution with anticipated completion date(s), person responsible for corrective action, and contact information, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action(s), a timetable for resolution with anticipated completion date(s), person responsible for corrective action, and contract information and status of findings will also be reported to ADOT.

   If the RECIPIENT fails to take corrective action, ADOT will make a determination to:

   a. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the RECIPIENT of disallowed costs, or

   b. take other action as determined appropriate.

   If the RECIPIENT has not completed corrective action, a timetable for follow-up should be provided with an explanation and specific reasons for non-completion.

   Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or

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arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Audit Report submission: Copies of reporting packages for audits conducted shall be submitted to SingleAudit@azdot.gov.

Copies of written communication between the RECIPIENT and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled AUDIT of this agreement shall be submitted by or on behalf of the RECIPIENT directly to SingleAudit@azdot.gov.

10) **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statute 12-1518.

11) **Third Party Antitrust Violations:** The RECIPIENT assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the RECIPIENT toward fulfillment of this Contract.

12) **Immigration**: To the extent applicable under Arizona Revised Statutes Section §41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section §23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

13) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the RECIPIENT or STATE without penalty or recourse.

14) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with the Agreement Article titled: *Arbitration*.

15) **Entire Agreement**. This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the RECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any

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third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

16) **Title VI of the Civil Rights Act of 1964**. ADOT and its RECIPIENTS shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41−1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act and shall comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259). Refer to Exhibit E for requirements in contracting and procurement.

17) **Israel Boycott Not Permitted**. The RECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.

18) **Duplicate Funding Not Permitted**. The RECIPIENT agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under this Agreement, the RECIPIENT shall provide written notification to ADOT, and reimburse ADOT for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

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

CITY OF SAN LUIS	**STATE OF ARIZONA** **Arizona Department of Transportation**
By DocuSigned by: B027DA48ABB8465...	**By** DocuSigned by: Gregory Byres, Division Director 6E1FEBD8FEEF421...
Gerardo Sanchez, Mayor Mayor	Gregory Byres, Division Director Multimodal Planning Division
2/4/2021	2/23/2021
Date Signed	Date Signed

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APPROVAL OF THE CITY OF SAN LUIS

I have reviewed this Grant Agreement BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and the CITY OF SAN LUIS and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF SAN LUIS under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED 1/31/2021

DocuSigned by:
Kay Marion Macuil, City Attorney
BDF4259B52B5410...

Kay Marion Macuil, City Attorney

Attorney for the CITY OF SAN LUIS

Note: This page is mandatory for any public agency. If you are not a public agency, at your option, you may write "*Acknowledged and Waived*" above an authorized signatory's signature. It is recommended that you have an attorney review the document even if not mandatory.

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AG Determination Letter



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Exhibit A
PROJECT AWARD DESCRIPTION

Award Description	Local Cash Match[1] on Eligible Costs	Grant Award of ESP-Eligible Project Costs	Total Eligible Costs (Match + ESP-Eligible Costs)	ESP-Ineligible Project Costs[2]	Total Estimated Project Cost (Match + ESP-Eligible + ESP-Ineligible Costs)
ESP, GSL2001C, City of San Luis-Gary Magrino Industrial Park Subdiv 3- rural road Construction Project	$50,000	$500,000	$1,347,653.06	$41,960	$1,389,613.06
Eligible From Date	Agreement Execution Date		Eligibility Expiration Date for Reimbursements[3]		18 months from Agreement Execution Date
The project will be paving a designated public roadway in a newly platted subdivision of City of San Luis-Gary Magrino Industrial Park Subdivision 3, located in San Luis, Arizona, adjacent to San Luis Port of Entry on the United States-Mexico border.					

[1] You may not use Federal funds as Match for this grant. Cash match must be at least 10% of the Eligible Project Costs. The amount of eligible costs incurred beyond the ESP Grant is the responsibility of the RECIPIENT and may exceed 10%.

[2] These are costs that were not awarded for reimbursement from this ESP Grant but will be incurred as part of the total Project costs.

[3] See Section II Scope, item (5) for final invoice deadlines. See Section IV, Miscellaneous item (2) for agreement completion.

Eligible Project Costs include but are not limited to:

- Public highway construction and/or reconstruction
- Turn Lanes
- Acceleration/deceleration lanes
- Utility placement within the public right of way that is a component of the overall public highway construction project
- Curb and gutter and/or other drainage construction associated with the overall public highway construction project

Costs ineligible for reimbursement or use as a match include but are not limited to:

- Application preparation
- Routine maintenance and rehabilitation
- Landscaping
- Beautification
- Construction of areas not designated for vehicular traffic such as sidewalks, etc.
- Work done on private property
- Signage for private companies
- Contingency fees
- Property purchase or easements
- Roadway and highway design and engineering
- Work done prior to the effective date of the ESP agreement
- Grant administration

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EXHIBIT B
PROGRAM DESCRIPTION
Economic Strength Projects Grant Program
State of Arizona Highway User Revenue Fund 100%

The ESP is a competitive grant program designed to enhance the economic strength and competitiveness of Arizona rural communities by providing funding for highway projects that foster job growth. The ESP will reimburse specified costs of qualifying rural road and/or highway projects that are projected to accomplish one or more of the following: (i) retain a significant number of jobs, (ii) significantly increase the number of new jobs, (iii) foster significant private capital investment and (iv) otherwise make a significant contribution to the regional economy, particularly in base industries.

Administration of the ESP is shared between the Arizona Commerce Authority (ACA) and the Arizona Department of Transportation (ADOT). After initial screening by the ACA of eligible Projects and a recommended priority ranking of eligible Projects by the ACA's Rural Business Development Advisory Council (RBDAC), ADOT is charged with the final selection of approved Projects and with the contractual and financial administration of the Program. Further, see RFP Sections 3.1 and 4.1 and A.R.S. §§ 41-1505(E) and 28-7286(A).

Available Funding

Funding for the Program is allocated to ADOT through the Highway User Revenue Fund. The total amount available for grants pursuant to the ESP is $1,000,000. The ACA and ADOT reserve the right to award less than $1,000,000 in ESP grants depending on, among other considerations, the number and quality of Project proposals ("Proposals") received. Unallocated Program funds may be available for use in future Economic Strength Grant Project funding rounds. A single ESP grant award cannot exceed $500,000. There is no prescribed minimum ESP grant award. The ACA and ADOT may choose to make one or more ESP grant awards.

Eligible Applicants

Applicants eligible for the ESP are as follows:

- Arizona incorporated cities and towns with populations of less than 150,000 (based on U.S. Census Bureau 2010 population data) not contiguous with or situated within a Metro Area
- Arizona counties with populations of less than 750,000 (based on U.S. Census Bureau 2010 population data)
- Federally recognized Indian tribes situated in Arizona.

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STATE Contact Information				
	Agreement Contact	**Reimbursement Contact**	**ADOT Project Manager**	**ACC Project Manager**
Name	Sally J. Palmer	Angela Ringor	Ungyo (Lynn) Sugiyama	Keith Watkins
Title	Contracts Program Manager	Senior Accountant	Transportation Planner 4	Sr. VP of Economic and Rural Development
Email	SPalmer@azdot.gov	ARingor@azdot.gov	LUngyoSugiyama@azdot.gov	keithw@azcommerce.com
Phone	602-712-6732	602-712-8316	602-712-6883	602-845-1278
Invoice Submissions	**MPDInvoice@azdot.gov**			
Mailing Address	Arizona Department of Transportation			
	Multimodal Planning Division			
	Mail Drop 310B			
	206 S. 17th Avenue			
	Phoenix, AZ 85007			

RECIPIENT Contact Information			
Contact info from Application	**Contract Legal Signatory** *Authorized to Execute Agreement*	**Attorney Contact** *Sign Determination (Agreement in proper form and within the powers and authority granted)*	**Project Manager** *Reviews Agreement Content and Starts signature process; Responsible for Managing Project and Tracking Progress*
Name	Mayor Gerardo Sanchez	Kay Macuil	Jenny Torres
Title	Mayor of San Luis	City Attorney	Economic Development Manager
Email	Gsanchez@sanluisaz.gov	Kmacuil@sanluisaz.gov	Jtorres@sanluisaz.gov
Phone	928-341-8520	928-341-9117	928-341-8584
Contact info from Application	**Risk Manager OR Insurance Agent OR Broker** *Signs Insurance Checklist and provides Insurance Documents*	**Agreement Contact** *Receives Executed Agreement for Official Agency Records (Optional)*	**Accounting Contact** *Receives Executed Agreement for Funding and Billing Records; Point of Contact for Questions on Billing (Optional)*
Name	Maria Sabori	Mayor Gerardo Sanchez	Monica Castro
Title	Risk Management Manager	Mayor of San Luis	Finance Director
Email	msabori@sanluisaz.gov	Gsanchez@sanluisaz.gov	Mcastro@sanluisaz.gov
Phone	928-341-8552	928-341-8520	928-341-8553
Mailing Address	City of San Luis		
	1090 E. Union St. San Luis, AZ 86349		
Remittance Address	City of San Luis		
	PO Box 1170 San Luis, AZ 86349		

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EXHIBIT C
RESPONSIBILITY MATRIX

Actions (not all-inclusive list)	RECIPIENT Responsibility	STATE / ADOT Responsibility
Agreement Reviews / Approval	Submit to attorney for review prior to presentation to the governing body; Governing body must take appropriate action to approve the IGA and provide evidence of said action	Draft and send to Awarded Recipient
Match Approval	Where required, obtain official approval/vote and submit to ADOT Contract Program Manager within 90 calendar days of notice of award, identifying original source (federal agency, local revenue, not-for-profit, for-profit.)	Review/Approve as eligible; Maintain Documentation
Execute Agreement	Sign Agreement and return within 60 calendar days of receipt	Execute Agreement within 90 calendar days from award of grant.
Procurement	Procure according to rules established in the Agreement.	Determine applicable procurement laws, rules, and regulations
Expenditures	Expenditures are only eligible upon the execution date of the Agreement and must be incurred within 18 months	Review/Approve as eligible and within permissible timeframe
Reimbursement Requests	Submit the first reimbursement request no later than 8 months after the effective date of the Agreement. Submit Reimbursement/Billing Summary form and adequate support documentation to MPDInvoice@azdot.gov	PM - Review and Approve/Reject within 7 calendar days; Grant Accountant - process payments within 14 calendar days from receipt
Match	Allocate at least 10% match to qualifying project costs on every reimbursement request, identifying fund source	Review/Approve as eligible. Grant funds from other State-funded programs, including the ACA's Rural Economic Development Grant ("REDG"), are ineligible as matching funds
Progress Reports	Submit within 20 calendar days after the close of each calendar quarter	Determine content and provide the forms. Track project outcomes relative to goals
Annual Outcome Report	Provide an annual outcome report for a period of 36 months	Track project outcomes relative to goals
Compliance	Comply with all applicable terms and conditions as stipulated in the Agreement and in the application guide.	Oversight & Contract Administration

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EXHIBIT D
PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS

In the event the RECIPIENT is authorized to procure Project construction services, RECIPIENT is responsible for following all procurement requirements established in the Agreement, by the Program, and applicable Arizona Revised Statutes. Include applicable contract provisions in every third-party contract and purchase order.

In the event that zero federal monies will be used as match and this project is not within the bounds of an existing federally funded project:

1. If the recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the recipient shall follow the State Procurement Code. In the event the State Procurement Code has not been adopted, the recipient must reconcile the differences between local procurement rules and the State Procurement Code and receive authorization to proceed under local rules.
2. If the recipient has completed procurement self-certification processes through ADOT, the recipient shall follow the certified procurement rules.

In the event this project is within the bounds of an existing federally funded project, procurement of the portion of the project funded by these ESP dollars must be procured as required under the federally-funded project's requirements except that:

1. If the recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to ARS 41-2501, the recipient shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules of the funding agency is more restrictive, then it shall apply.
2. All other recipients shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq. Contract provisions are available from http://www.ecfr.gov.
3. The regulations required by the federal funding agency shall be adhered to explicitly. The recipient must locate the federal funding agency required procurement requirements and contract provisions For example: FHWA procurement requirements can be linked to at: http://www.fhwa.dot.gov/construction/ and contract provisions are located at: http://www.fhwa.dot.gov/construction/contracts/provisions.cfm

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EXHIBIT E
DISCRIMINATION & TITLE VI REQUIREMENTS
(REV 032018)

Title VI/Non-Discrimination Assurances: This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the RECIPIENT is herein notified of such. Additionally, the RECIPIENT shall include the following information in each of its agreements/contracts associated with the WP.

*The **Arizona Department of Transportation,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

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EXHIBIT F
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
(REV 04022018)

Exhibit F does not apply to this Grant Agreement because there is no ADOT provided federal funding.

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EXHIBIT G
INSURANCE (RISK MANAGEMENT) REQUIREMENTS
For Projects that Include Construction
(Effective 02/22/2018)

Indemnification: To the fullest extent permitted by law, the RECIPIENT shall defend, indemnify, and hold harmless The State of Arizona, and its departments, agencies, boards, commissions, universities, Officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the RECIPIENT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such RECIPIENT to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the willful acts or omissions of the Indemnitee, be indemnified by the RECIPIENT from and against any and all claims. It is agreed that the RECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the RECIPIENT agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the RECIPIENT for the State of Arizona.

In addition, should a Recipient utilize a contractor(s) and subcontractor(s), the indemnification clause between the Recipient and its contractor(s) and subcontractor(s) shall include the indemnification clause above.

INSURANCE REVIEW: RECIPIENT must complete and sign the *ADOT ESP GRANT INSURANCE CHECKLIST* and submit to MPD Contracts with the required evidence of insurance or self-insurance. Upon submission of a completed and signed Checklist and evidence, MPD Contracts will submit to Risk Management for review. Risk Management will review for compliance and notify MPD Contracts of acceptance or deficiencies, which will then be communicated to the RECIPIENT.

Proper permits must be obtained to conduct business or work on ADOT's right of way when applicable.

Minimum insurance requirements applicable to RECIPIENT and Contractors:

Commercial General Liability (CGL) – Occurrence Form

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

● General Aggregate	$2,000,000
● Products – Completed Operations Aggregate	$2,000,000
● Personal and Advertising Injury	$1,000,000
● Damage to Rented Premises	$50,000
● Each Occurrence	$1,000,000

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the

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performance of this Agreement.

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

Workers' Compensation and Employers' Liability

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

1. As required by this written agreement, policies or evidence of self-insurance shall be endorsed to include the State of Arizona and the Arizona Department of Transportation as additional insured with respect to liability arising out of all activities performed by, or on behalf of the RECIPIENT. (Workers Compensation is exempt from this requirement)

2. Policies or evidence of self-insurance shall waive subrogation in favor of the State of Arizona and the Arizona Department of Transportation for losses arising from work performed by or on behalf of the RECIPIENT, as required by this written agreement.

Additional Insurance Requirements

The policies or evidence of self-insurance shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. RECIPIENT's policies or evidence of self-insurance, as applicable, shall stipulate that the insurance or self-insurance required under this Agreement shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Insurance or self-insurance provided by the RECIPIENT shall not limit liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

Applicable to all insurance policies or coverage required within the Insurance Requirements of this Contract, RECIPIENT's insurance or self-insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, the RECIPIENT must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

Acceptability of Insurers

RECIPIENT's insurance policies shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way

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warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

RECIPIENT shall furnish the State of Arizona with Certificates of Insurance (valid ACORD form or equivalent approved by the State of Arizona) with the required endorsements / relevant policy sections OR evidence of self-insurance to establish compliance with requirements herein. An authorized representative shall sign the Certificate(s) or evidence of self-insurance.

1. Certificates and endorsements/relevant policy sections, or evidence of self-insurance must be received by the State before work commences. The State's receipt of evidence of insurance or self-insurance that does not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

2. Each insurance policy or self-insurance required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies or self-insurance as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

3. All certificates or evidence of self-insurance required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the Certificate of Insurance or evidence of self-insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Contractors/Subcontractors

Recipient's Certificate(s) shall include all contractors/subcontractors as insured under its policies or Recipient shall be responsible for ensuring and/or verifying that all contractors/subcontractors have valid and collectable insurance as evidenced by the Certificates of Insurance and endorsements for each Contractor. **All coverage for contractors/subcontractors shall be subject to the minimum Insurance Requirements identified above.** The Department reserves the right to require, at any time throughout the life of this contract, proof from the Recipient that its contractors/subcontractors have the required coverage.

Approval and Modifications

ADOT, in consultation with State Risk Management, reserves the right to review or make modifications to the insurance limits, required coverage, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions

If the Recipient is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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EXHIBIT H
LANGUAGE MODIFICATIONS
for Tribes, Nations, and Native American Communities

Exhibit H does not apply to this Grant Agreement.

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ADOT
Safety and Risk Management

ADOT ESP GRANT INSURANCE CHECKLIST

INSTRUCTIONS/TIPS/INFORMATION TO *EASE* THE INSURANCE PROCESS

- As soon as possible, share this Checklist and the insurance requirements in your Agreement with your risk manager, insurance broker, or insurance agent
- Gather the documents described at each checkbox below (you must provide ADOT with a copy of each)
- Sign the Checklist, attach required documents, and submit by email to your ADOT Project Manager

CERTIFICATE OF INSURANCE (OR EVIDENCE OF SELF-INSURANCE)

☒ Certificate of Insurance

OR

☐ Evidence of self-insurance (include required additional insured, waiver, primary/non-contributory language)

Recipient Initials_____

Certificate Holder should read: The State of Arizona or ADOT, 1324 N. 22nd Ave., Phoenix, AZ 85009

COMMERCIAL GENERAL LIABILITY

☐ **Additional Insured** endorsement form / policy section / self-insurance language for **Ongoing Operations**
☐ **Additional Insured** endorsement form / policy section / self-insurance language for **Completed Operations**
☐ **Waiver of Subrogation** endorsement form / policy section / self-insurance language
☐ **Primary and Non-Contributory** endorsement form / policy section / self-insurance language

Recipient Initials_____

AUTO LIABILITY

☐ **Additional Insured** endorsement form / policy section / self-insurance language
☐ **Waiver of Subrogation** endorsement form / policy section / self-insurance language

Recipient Initials_____

WORKER'S COMPENSATION

☐ **Waiver of Subrogation** endorsement form or self-insurance language

Recipient Initials DS _____

Recipient Representative Signature: DocuSigned by: _____ Date: 2/23/2021

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ADOT

Multimodal Planning

Douglas A. Ducey, Governor
John S. Halikowski, Director
Gregory Byres, Division Director

October 16, 2020

Jenny Torres

Economic Development Manager

City of San Luis

P.O. Box 1170

San Luis, AZ 85349

FY 2020 Economic Strength Project - Notice of Grant Acceptance

Dear Ms. Torres,

Thank you for allowing the Arizona Commerce Authority and the Arizona Department of Transportation the opportunity to work with you and your community on this project. Congratulations on your successful ESP application! To confirm your acceptance of the grant please fill out the information below and return to the Arizona Department of Transportation at your earliest convenience.

☒ We will accept the grant and the accurate breakdown below.

10/19/2020

$500,000 EPS Grant

$847,653 Matching Funds

$1,347,653 Total Project Costs

☐ We are no longer interested in pursuing this grant.

If there are any changes for the contact information, please let me know.

Please mail, FAX, or e-mail your acceptance to the:

Arizona Department of Transportation 206 S. 17th Ave. #320B, Phoenix, AZ 85007

FAX – 602-712-6412, E-mail: LungyoSugiyama@azdot.gov

If you have any questions, please contact Lynn Sugiyama at 602-712-6883.

Sincerely yours,

Lynn Sugiyama
Transportation Planner
Arizona Department of Transportation

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ARIZONA COMMERCE AUTHORITY

Request for Grant Applications
ACA Solicitation: 2020-21, First Amendment

Arizona Commerce Authority
100 N. 7th Avenue
Suite 400
Phoenix, AZ 85007
602-84`5-1200

NOTICE OF REQUEST FOR GRANT APPLICATIONS

Solicitation Number:	2020-21
Amendment Number:	**First Amendment, April 28, 2020**
Solicitation Change(s):	Changes to Questions Due Date, Q&A Release, Submission Due Date, and Pending Award Notification Date; added signed Amendment signature requirement.
Solicitation Type:	Request for Grant Applications (RGA)
Solicitation Title:	FY2020 Economic Strength Projects Grant ("ESP")
Solicitation Release Date:	March 16, 2020
Original Questions Due Date:	April 6, 2020 by 5:00 PM MST
Amended Questions Due Date:	**May 12, 2020 by 5:00 PM MST**
Amended Q&A Release Date:	**May 15, 2020 (tentative)**
Amended Submission Due Date:	**June 11, 2020 by 4:30 PM MST**
Amended Pending Award Notification Date[1]:	**July 30, 2020 (tentative)**
Contract Term:	Projects must be completed within 18-months from the effective date of the governing grant agreement.
Total Funding Amount:	$1,000,000
Solicitation Point of Contact:	Teri Orman Grants and Procurement Manager (602) 845-1245 terio@azcommerce.com

ACA Authorized Representative:

DocuSigned by:
Sandra Watson
4B489B061F82492...

Sandra Watson, President and CEO

All other provisions of the Solicitation shall remain in their entirety. Defined terms in the Solicitation have the same meaning in this amendment. A signed copy of this Amendment must be included in the RFP Response to be considered for evaluation.

VENDOR HERBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature	[signature]	Date:	6/11/2020
Print Name:	Gerardo Sanchez	Title:	Mayor

[1] Reference Section 4.1, Notice of Award, for further information.

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ECONOMIC STRENGTH PROJECTS (ESP) APPLICATION FORM

Applicants are required to complete all fields, print, sign in ink, and include the original signed form with their Grant Application submission.

APPLICANT INFORMATION			
Entity Name	City of San Luis & Greater Yuma Port Authority	FEIN	86-0376164
Entity Type	☒ Arizona incorporated city or town with a population less than 150,000 and not contiguous with or situated within a Metro Area		
	☐ Arizona county with a population less than 750,000		
	☐ Federally recognized Indian tribe situated in Arizona not contiguous to an urban area		
Mailing Address	1090 E. Union Street PO BOX 1170 San Luis, Arizona 85349	Website	https://www.sanluisaz.gov/

Application Contact: The contact person for clarifications and communications regarding the Grant Application.			
Name	Jenny Torres	Title	Economic Development Manager
Phone Number	(928)341-8584	Email	jtorres@sanluisaz.gov

AWARD CONTACT INFORMATION			
Project Manager: Reviews Agreement content and starts signature process; responsible for managing project and tracking project.			
Name	Jenny Torres	Title	Economic Development Director
Phone Number	(928)341-	Email	bgeorge@gypa.org
Authorized Signatory: The contact person authorized to execute the Agreement, if awarded.			
Name	Gerardo Sanchez	Title	Mayor
Phone Number	(928)341-8520	Email	gsanchez@sanluisaz.gov
Alternate Signatory: The alternate person authorized to sign on behalf of the Applicant in the absence of the principal authorized signatory named above.			
Name	Tadeo de la Hoya	Title	City Manager
Phone Number	(928)341-8520	Email	tdelahoya@sanluisaz.gov
Legal: The person responsible for legal review of the Agreement. If unknown, this must be determined prior to Agreement execution.			
Name	Kay Macuil	Title	City Attorney
Phone Number	(928)341-9117	Email	kmacuil@sanluisaz.gov
Records: Receives executed Agreement for official agency records and is the primary contact for the project.			
Name	Sonia Cornelio	Title	City Clerk
Phone Number	(928)341-8520	Email	SCornelio@sanluisaz.gov
Accounting: Receives executed Agreement for funding and billing records; point of contact for questions on billing.			
Name	Monica Castro	Title	Finance Director
Phone Number	(928)341-8553	Email	mcastro@sanluisaz.gov

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ARIZONA COMMERCE AUTHORITY

PROJECT INFORMATION	
Project Name	Gary Magrino Industrial Park Subdivision 3
Brief Project Description	The Greater Yuma Port Authority (GYPA) and the City of San Luis are requesting FY 2020 Economic Strength Project funds for a rural road construction project to continue development of the Gary J. Magrino Industrial Park located in San Luis, Arizona adjacent to the San Luis Port of Entry on the United States-Mexico border. This project consists of paving a designated public roadway in a newly platted subdivision of the park that has attracted several developers who will bring new jobs to the area and millions in capital investment contingent on the completion of the road construction by March of 2021.
Name(s) and NAICS Code(s) of Direct Private Beneficiary(ies)	San Luis Trading & Logistics, LLC (493120) Labrie Properties, LLC (493110) RL Jones Insurance Services, Inc (524210)
Name(s) and NAICS Code(s) of Indirect Private Beneficiary(ies)	Franks Trucking (484110) Chilos Trucking (484110) Desert Runner Transportation, Inc (484110)

PROJECT BUDGET SUMMARY			
Total Eligible Project Costs	$1,347,653.06	Total Match for Eligible Costs	$ 50,000.00
Total Ineligible Project Costs	$ 41,960.00	Match % of Total Eligible Costs	10%
Total Project Costs	$1,389,613.06	Total Other Funding for Ineligible Costs	$847,653.06
ESP Grant Funds Requested	$ 500,000.00	Total Project Funding	$350,000.00

PROJECTED PROJECT OUTCOMES (36 months after project completion)	
Number of New Jobs	111
Average Wage	$15.00
New Payroll	$9,183,389.00
% of Employer-Provided Healthcare Costs	
Capital Investment	$31,500,000.00

AFFIRMATION

As the authorized representative of the Applicant, I certify under penalty of perjury that the information contained herein and attached hereto is true and correct according to the best of my knowledge and belief after a reasonable investigation of the facts.

Authorized Representative			
Signature	[signature]	Date	6/11/2020
Printed Name	Gerardo Sanchez	Title	Mayor
Co-sponsor (if applicable)			
Signature	[signature]	Date	06-10-2020
Printed Name	Matias Rosales	Title	Chairman

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GARY J. MAGRINO INDUSTRIAL PARK PHASE 3 PROJECT

The Greater Yuma Port Authority, Inc. (GYPA) is a nonprofit corporation established in 2000 to serve as a cooperative regional effort of government entities within the Yuma County region to develop the new port district in San Luis and to ensure the economic wellness of the Yuma County region. Current members of the Authority include representatives of the Yuma County Government, Cocopah Indian Tribe, City of San Luis, and City of Yuma. Development of the Gary J. Magrino Industrial Park has occurred gradually through carefully designed phases to ensure steady growth. More infrastructure is needed to secure subsequent development in the park to reach its fullest potential. GYPA and the City of San Luis are seeking FY 2020 Economic Strength Project funds for a rural road construction project to overcome infrastructure limitations, attract capital investment, and generate new jobs.

Located in the heart of a megaregion composed of four states and two nations, Yuma County is the 3rd largest metropolitan area in Arizona with a population of 212,128. The county is composed of the Cities of Yuma, San Luis, Somerton and the Town of Wellton. Yuma County is the Southwest's premier agricultural hub and Winter Lettuce Capital of the world thanks to its location, sunny weather, and senior Colorado River water rights. While agriculture accounts for $2.3 billion of Yuma's $7.8 billion GDP, the economy is also supported through military and government services ($1.7 billion), healthcare ($500 million), retail services ($700 million), professional services ($450 million), and manufacturing ($300 million). Yuma is home to two elite military installations: Marine Corps Air Station Yuma and Yuma Army Proving Ground that conduct extensive aviation and defense testing and attract talent from all over the world.

Yuma's unique location and assets allow for easy access to international markets and supply chains with the ability to deliver goods in a single day truck haul. The San Luis II Commercial Port of Entry is a unique, modern facility designed to use state of the art technology to facilitate commercial traffic and trade across the Arizona-Mexico border that is essential to the region's economy. Arizona is one of the top ten U.S. states to trade with Mexico. Manufacturing and agricultural goods account for most of the exports. In 2019, more than $1.3 billion in import and export commodities flowed through the San Luis area alone, as well as 36,885 trucks. It is estimated that number will exceed 50,000 trucks in 2020. The existing San Luis Port of Entry could only off load two tractor trailers to inspect before running out of dock space, while the new San Luis II can handle up to twenty-five trailers at a time reducing long wait times and allowing more goods to pass through. Taking into consideration the volumes of produce and perishable products that make their way across the border, the value of efficient operations that accommodate the critical element of time to market is an essential part of the Port's operations. The new USMCA trade agreement is poised to provide more opportunities to increase Arizona's foreign trade market with Mexico and benefit the border economy. Doug Ducey, Governor of Arizona, also recognized future potential and committed a directive to expand binational commerce through Arizona's ports of entry.

A binational community has grown alongside the bustling port. The City of San Luis is one of the fastest growing communities in Yuma County. According to the U.S. Census Bureau statistics, the population doubled from approximately 15,000 residents in 2010 to more than 30,000 in 2017. San Luis experienced a 24% increase compared to Yuma County's 4% change for that time period. The city's population is projected to continue to increase exponentially to more than 70,000 people by 2040 with the help of the ports and the Magrino Industrial Park to promote healthy binational relations. When the San Luis II port opened, CBP was able to open a SENTRI

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lane to expedite border crossing also used by individuals who come to San Luis to work, shop, or visit with family. The City of San Luis's economy is supported by the many residents from the border community of San Luis Rio Colorado in Mexico who regularly cross through the port to purchase local American goods.

The Wilson Center of the Mexico Institute reported San Luis Rio Colorado is home to 63 industries that provide more than 20,000 jobs. The Maquiladora, or Twin Plants, industry is growing fast and impacts the local economy. These factories located primarily close to the border use raw materials imported from abroad to produce commodities for export developed in "twin plants" on the U.S. side of the border. This industry program began more than 60 years ago to serve as a lower cost manufacturing alternative to China for multinational organizations. Yuma County and the City of San Luis benefit from maquiladora businesses. Roughly each maquiladora job results in two ancillary jobs in Mexico. A single maquiladora job potentially supports about nine people (including dependents) in Mexico who are likely to cross the border to shop or dine.

Since incorporation in 2000, GYPA has worked diligently to make necessary improvements to the port district and continues to look for more opportunities. After taking ownership and responsibility for approximately 240 acres of land adjacent to the San Luis II Port of Entry to develop, GYPA gave life to the Magrino Industrial Park to support trade through the port of entry. Its location so close to Interstate 8, Highway 95, the Mexico border, and ports of entry make it the ideal place to manufacture goods for export. In 2014, the park was undeveloped and in need of an access road to attract occupants. The San Luis Commercial Operations Management, L.L.C. (SLCOM) committed to purchasing a lot in the park that would lead to an investment of $13 million dollars and 90 employees upon the completion of the construction.

GYPA flew into action to secure the necessary funding for the construction of the required infrastructure. GYPA committed matching funds to a Rural Economic Development Grant that were used to construct an interior roadway, County 25th Street, to secure the SLCOM development. The Yuma County Engineering Division went to bid and the project was completed within the designated eighteen month time frame in line with the City of San Luis' requirements. Not only did this project create jobs and develop much needed infrastructure, but also encouraged property owners surrounding the park to invest capital into their own land that helps attract more industries to the region.

More businesses followed SLCOM and purchased parcels in the Magrino Industrial Park. The Cocopah Tribe owns 26.7 acres. RL Jones Properties, a Customs Brokerage and International Logistics Company, currently owns 30.18 acres. Edy Lopez, Owner of Desert Runner Transportation purchased a 5.08-acre parcel as an expansion to his current operation that is currently based out of Nogales Arizona. San Luis Trading and Logistics purchased a 3.3737-acre parcel in September of 2019. At that time, they owned 10 acres but now own 13.54 acres and have begun construction on an expansion facility for Spindle Cooling & Warehousing who receive, ship, and streamline the movement of perishable goods. Cecilio Beltran of Chilos Trucking purchased 5.08 acres in January 2020. Franks Trucking owns 10.16 acres and currently operates out of the industrial park closer to San Luis I but hopes to expand to Magrino in the next few years.

GYPA still has 86.2893 acres to develop. The most recent unit of Magrino Industrial Park consists of 57.7465 acres currently zoned light industrial. The parcels sizes consist of 1-10.3327-acre parcels that is currently under option contract for purchase, 1- 5.6810-acre parcel that is already sold, 1-26.7-acre parcel that belongs to the Cocopah Tribe, 10-1.0028-acre

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parcels. GYPA hopes to attract light and heavy industrial users to the unit. Commercial real estate agent Jerry Lococo of SVN Commercial Real Estate has been the listing agent since January of 2018 to attract investment activity in the park. The initial price point was at $45,000 an acre and has now increased to $50,000 an acre. There are currently more prospects in place than there are lots available with this new subdivision.

Originally, land use to the east side of Avenue D, the narrow portion of the property, was to accommodate a rail line. Upon further review and the current growth of the City of San Luis, GYPA realized a binational rail line would have to be located farther away from future residential districts. The smaller parcels were created to maximize the slender area to accommodate smaller enterprises that could support the service providers of its larger users such as: tire repair shops, mobile trucking service, mechanics, suppliers and/or the possibility of an overnight parking lot for trucks, contractors or any other type of micro enterprise. The goal is to encourage and provide businesses the opportunity to implement or expand that in turn leads to job creation and generating of revenue and consumerism. This goal falls directly into one of GYPA's main focus areas as expressed in their mission statement: to facilitate trade and enhance the economic development that will benefit the region.

San Luis's growing population provides access to a larger workforce in a centralized location also supplemented by Mexican Nationals who cross the border to work in Arizona. The Arizona Department of Administration reports San Luis has a labor force of 17,793 individuals, but 11,943 of those are currently unemployed. That means the area is experiencing a 67.1% unemployment rate and is in dire need of projects that lead to direct job growth. GYPA's proposed infrastructure construction project will not only benefit the park but provide the community with the creation of much needed jobs.

Project Description and Timeline – Improvements

This project consists of paving approximately 3320 LF of 57 feet wide dedicated public roadway in Magrino Industrial Park Unit No. 3. This roadway can be described as having a 54-foot-wide section of asphalt with ribbon curb at both edges. This newly platted subdivision will have 13 lots zoned "Heavy Industrial". Project work also includes construction of a box culvert over the 242 Irrigation/Drainage Lateral that will provide secondary access to the subdivision. The project will expand available industrial parcel options adjacent to the San Luis Commercial Port of Entry. One lot has already been sold and another lot is under option to purchase. After going to bid for a contractor, the construction project will take an estimated five months to complete.

Core Engineering Group calculated the total estimated cost for this construction project is $1.3 million dollars. As a non-profit organization with limited resources, GYPA is applying for ESP grant funds in the amount of $500,000 to fulfill Phase 3 of the Magrino Industrial Park development. GYPA has secured a 10% cash match in the amount of $50,000 committed to the cost of construction, available as needed and is not or will not be conditioned or encumbered in any way that would preclude its use consistent with the requirements of the investment opportunity, and plans to reinvest more than $300,000 in sales proceeds from the park towards making this project come to fruition. GYPA is also pursuing United States Economic Development Administration CARES Act grant funds to help offset costs since this project will help mitigate COVID-19 related economic injuries to the Yuma County population through millions of dollars in capital investment and job creation. GYPA has already taken several

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essential steps to get the ball rolling on this project. Design of the construct is complete, a Bureau of Reclamation permit is in place, and the site is shovel ready with no expected delays. It is imperative GYPA secures this funding opportunity to begin construction as soon as possible to honor their commitment to have the project completed by March 2021 for the new users to begin development, otherwise the park will have to attract new investors.



Project Description and Timeline – Development Matters

The San Luis Trading and Logistics, L.L.C. has three projects contingent on the completion of construction that will lead to an estimated $10.7 million in total capital investment and 22 employees with average wages of $15-$16 dollars an hour. These projects are expected to be competed within a year. Labrie Properties, L.L.C. is a warehousing and light manufacturing company looking to develop a facility to support an existing facility in Mexico that has operated in San Luis Rio Colorado for over twenty years and employs 250 people. Labrie Properties plans to invest $4 million for the project that will 35 employees at $15 an hour. RL Jones is finalizing the engineering of a 42,000 square foot warehouse that will be completed within a year and will need to hire approximately 19 employees. At minimum, this project will lead to the creation of 111 jobs with an average wage of $15.00 an hour that will be 250% higher than the current per capita income of $12,913 in San Luis.

Economic Impact Summary						
Year	Total Capital Investment (Construction & Equipment)	Total New Jobs Created	Total New Payroll Supported	Square Footage of Construction	Land Cost	Total Value Economic Impact
2020	$31,500,000	111	$2,830,282	193,069	$221,612.72	$9,061,155

Source: *Applied Economics* (Attached)

This proposed project is more important than ever in lieu of the COVID-19 pandemic's effects on the local economy. The City of San Luis estimates a reduction of 30% of revenues for the last quarter of the fiscal year and the first quarter of the following fiscal year beginning in July of 2020. The City of San Luis does not have a property tax and depends on the Mexican shopper for sales tax revenue who accounts for 70% of sales tax revenue. Due to COVID-19, restriction of essential vs. non-essential travel and reduction of crossing lanes, people are waiting up to five hours in line to cross the border. CBP reported a reduction of 14% in crossings. This is a significant loss on top of impacts from the recent immigration crisis. US custom agents are being sent to Texas to assist border patrol reducing the already limited number of staff at the port of entry. Therefore, the immigration issue and the pandemic has negatively impacted the surrounding community. It is expected the percent will decrease, but the true long-lasting impact of COVID-19 is unknown. This project has the potential to offset some of the damage and introduce new capital investment to the region.

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PROJECT BUDGET

COSTS					
ELIBIBLE ESP PROJECT COSTS					
Section A:	**DOMESTIC WATER SYSTEM**				
Bid Item	**Description**	**Quantity**	**Unit**	**Unit Cost ($)**	**Total Cost ($)**
1.	1" Water Meter, Box, and Service	13	EA	$ 828.00	10,764.00
2.	6" Fire Hydrants (Street Markers by Surface Contractor)	9	EA	$ 4,000.00	36,000.00
3.	6" Class 150 C-900 Water Line	674	LF	$ 18.00	12,132.00
4.	12" Class 150 C-900 Water Line	2,310	LF	$ 25.00	57,750.00
5.	6" Valve	18	EA	$ 1,080.00	19,440.00
6.	12" Valve	8	EA	$ 3,200.00	25,600.00
7.	Connect New 12" Waterline to Existing	2	EA	$ 3,490.00	6,980.00
8.	Blind Flange and Thrust Block	13	EA	$ 885.00	11,505.00
9.	Blow-off Valve	2	EA	$ 500.00	1,000.00
	Subtotal:				$181,171.00
Section B:	**SANITARY SEWER SYSTEM**				
Bid Item	**Description**	**Quantity**	**Unit**	**Unit Cost ($)**	**Total Cost ($)**
10.	4' Dia. Manhole (0 to 13.5 deep)	1	EA	$ 10,700.00	10,700.00
11.	6" SDR35 PVC Sewer (LOT SERVICE)	828	LF	$ 26.00	21,528.00
12.	10" SDR35 PVC Sewer	2,521	LF	$ 42.00	105,882.00
13.	8" SDR35 PVCO Sewer	0	LF	$ 109.00	0.00
14.	5' Dia. Manhole (13.5 to 26.5 deep)	4	EA	$ 17,425.00	69,700.00
15.	Type 'B' Drop Sewer Connection	1	EA	$ 1,760.00	1,760.00
	Subtotal:				$209,570.00
Section C:	**UTILITY COMPANY REQUIREMENTS**				
Item	**Description**	**Quantity**	**Unit**	**Unit Cost ($)**	**Total Cost ($)**
20.	(2) 4" Schedule 40 Conduit - CLink in APS trench	3,060	LF	$ 10.70	32,742.00
21.	(2) 4" Schedule 40 Conduit - CenturyLink	0	LF	$ 5.50	0.00
22.	(3) APS 2" Conduit - DB120 or Equal	80	LF	$ 9.70	776.00
23.	APS 2.5" Conduit - DB120 or Equal	0	LF	$ 4.40	0.00
24.	APS (2) 5" Conduit - DB100 or Equal	3,060	LF	$ 11.00	33,660.00
25.	APS 5" Conduit - DB100 or Equal	0	LF	$ 8.00	0.00
26.	SWGas Sleeves	200	LF	$ 20.00	4,000.00
27.	Street Lights	14	EA	2,700.00	37,800.00
28.	APS Infrastructure Charges	TBD			
	Subtotal				$108,978.00
Section D:	**CONSTRUCTION STAKING**				
	Description	**Quantity**	**Unit**	**Unit Cost ($)**	**Total Cost ($)**
	Survey Crew - Utility only	1	LS	10,000.00	10,000.00
	Subtotal				
	TOTAL Sections A, B, C and D (UNDERGROUND) =				**$509,719.00**

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SECTION E: SURFACE WORK					
Bid Item	**Description**	**Quantity**	**Unit**	**Unit Cost ($)**	**Total Cost ($)**
31.	Subgrade Prep.	20,049	SY	3.00	60,147.92
32.	3" Asphalt Concrete	3,316	Ton	91.00	301,724.52
33.	8" ABC	4,455	CY	36.00	160,394.45
34.	8" ABC Roadway	259	CY	36.00	9,312.89
35.	Ribbon Curb	6,395	LF	8.00	51,160.00
36.	Vertical Curb and Gutter	178	LF	10.00	1,780.00
37.	Curb Transitions	4	EA	50.00	200.00
38.	Concrete Driveway (BOR Access Roads)	640	SF	6.00	3,840.00
39.	4-015 Subdivision Monuments	13	EA	400.00	5,200.00
40.	4-030 (Type B) Street Monuments	2	EA	110.00	220.00
41.	Street Name Sign with Stop Sign	1	EA	440.00	440.00
42.	Type III Baricade	96	LF	205.00	19,680.00
43.	48" RGRCP ClassIII	80	LF	200.00	16,000.00
44.	Box Culvert 5' x 6'	80	LF	605.00	48,400.00
45.	Headwalls	2	EA	8,000.00	16,000.00
46.	24" Thermoplastic Stop Bar	35	LF	12.00	420.00
47.	Water Valve Box Installation	18	EA	300.00	5,400.00
48.	Hydrant Markers	7	EA	12.00	84.00
	TOTAL ESTIMATED COST				$700,403.78
	CONSTRUCTION STAKING				
Item	**Description**	**Quantity**	**Unit**	**Unit Cost ($)**	**Total Cost ($)**
50.	Survey Crew - Roadway Work	1	LS	15,000.00	15,000.00
	TOTAL ESTIMATED COST				$15,000.00
	REMAINING ESTIMATED CONSTRUCTION COST				$15,000.00

TOTAL ESTIMATED DEVELOPMENT SURFACE CONSTRUCTION COSTS	$715,404

SUBTOTAL ESTIMATED CONSTRUCTION COSTS (SHEET 1 + SHEET 2)		$1,225,123
CONTINGENCY	**10%**	$122,512.28
TOTAL ESTIMATED CONSTRUCTION COSTS + CONTINGENCY		**$1,347,635.06**

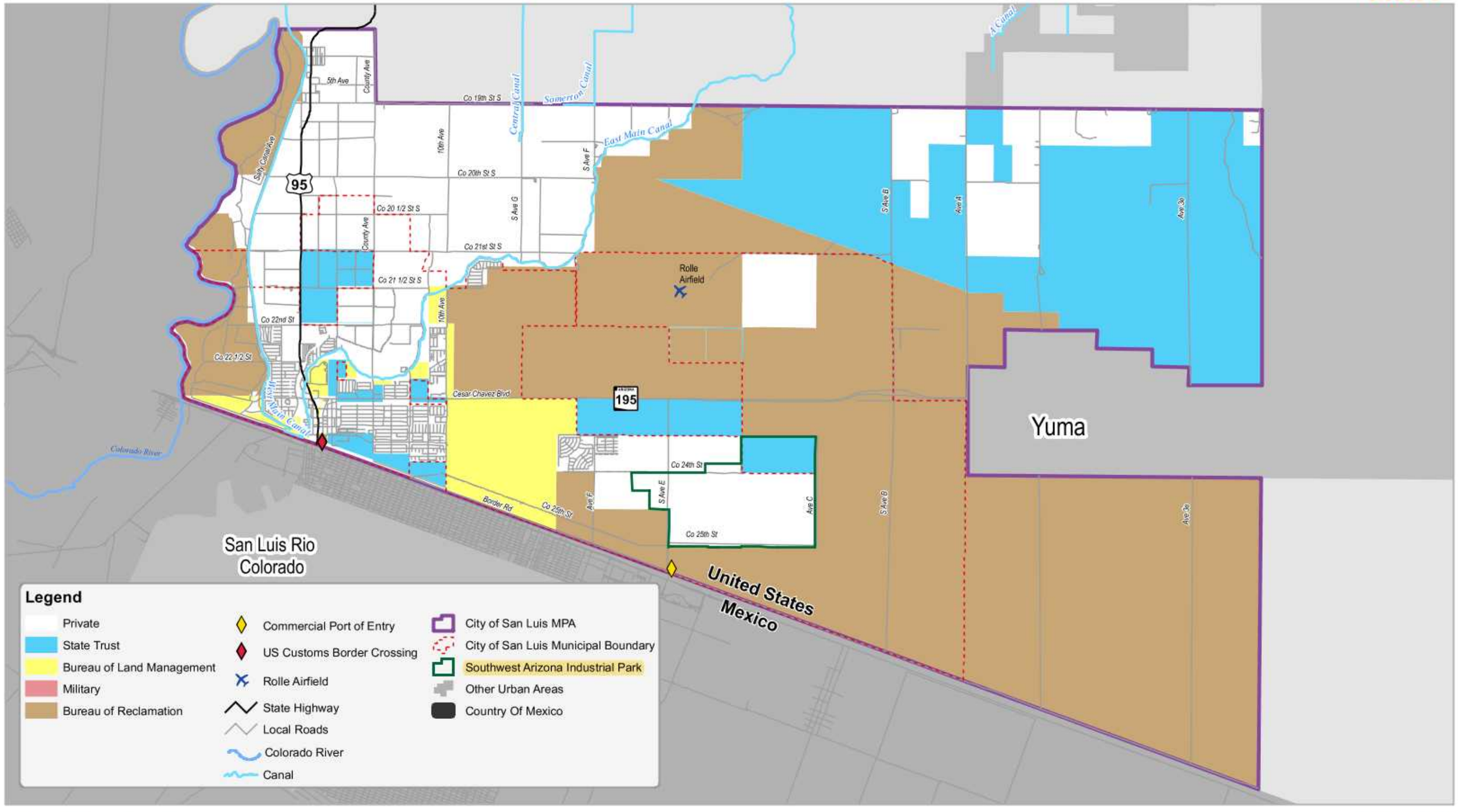
OTHRE COSTS INELIGIBLE FOR ESP REIMBURMENT	
Description	**Total Cost ($)**
Contracted Engineer Assessment of Costs	$41,960.00

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FUNDING	BUDGET
ESP Funds Requested for Cost Reimbursements	**$500,000.00**
Match Contributions	
Greater Yuma Port Authority (GYPA)	$308,040.00
EDA Care Grant Funds	$ (TBD)
Total Match Contributions	**$308,040.00**
Match Percent of Total Eligible ESP Project Costs	**61%**
Other Funding for Costs Ineligible for ESP Reimbursement	
Greater Yuma Port Authority (GYPA)	$ 41,960.00
Total Funding for Ineligible Costs	**$ 41,960.00**

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DRAFT



CITY OF SAN LUIS
2040 GENERAL PLAN

0 ½ 1 2 Miles

Matrix

Source: Carlos Efraín Porto Tapiquén, Orogénesis Soluciones Geográficas, USGS, U.S. Census, OpenStreetMaps, geofabrik.de

Figure 2-1

Land Ownership

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SAN LUIS INDUSTRIAL PARK, LLC
412 Henry Chavez Ct.
P.O. Box 3660
San Luis, AZ 85349
(928) 920-2712

June 10, 2020

Teri Orman
Grants and Procurement Manager
Arizona Commerce Authority
100 N 7th Avenue Suite 400
Phoenix, AZ 85007

Dear Ms. Orman,

As Chairman for San Luis Industrial Park, LLC, I am writing you in support of the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park as submitted by the City of San Luis and the Greater Yuma Port Authority. This industrial park has served as a gateway for those who facilitate trade between the United States and Mexico and has enhanced the region's economic development, providing employment and strengthening the relationship with our partners in Mexico.

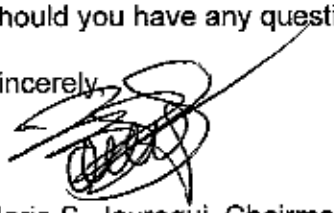
A key deliverable of this project would be the continued expansion in utilization of the San Luis II Land Based Port of Entry. At this time, the port is underutilized and has room for growth and to accommodate higher volumes of trucks. To appeal to future users, the Magrino Industrial Park will be able to provide businesses a strategically placed base of operation at the border, which aligns with City of San Luis's mission of being a business friendly city.

Yuma County has for many years suffered from high unemployment, low per capita income, and low educational attainment. Economic challenges have become even more acute since the significant job losses that have been suffered locally due to COVID-19, most significantly felt in lower wage earning jobs.

I express my strong support for this project. Industrial development can and will be the key to combating unemployment and will help bring higher wage earning jobs to the area which will benefit the entire Yuma County region.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Mario S. Jauregui, Chairman
San Luis Industrial Park, LLC

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City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349-1170
Phone (928) 341-8520 • Fax (928) 341-8539
www.cityofsanluis.org

June 10, 2020

Teri Orman
Grants and Procurement Manager
Arizona Commerce Authority
100 N 7th Avenue Suite 400
Phoenix, AZ 85007

Dear Ms. Orman,

The City of San Luis entered into an intergovernmental agreement for joint operations of the Greater Yuma Port Authority along with the City of Somerton, Cocopah Tribe and County of Yuma in August of 2000. The City of San Luis along with other municipalities continue to support and contribute funding for the operations of the port authority and economic development activities that improves our economic conditions of our region.

The City of San Luis is partnering with the Greater Yuma Port Authority in applying for the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park. This industrial park has served as a gateway for those who facilitate trade between the United States and Mexico and has enhanced the region's economic development, providing employment and strengthening the relationship with our partners in Mexico.

The City of San Luis continues to support public-private partnership to assist in the development of infrastructure required to provide opportunities for the region. As a border community, we are faced with unique challenges in dealing with high unemployment rate, low per capital income and educational attainment. The COVID-19 pandemic has brought additional challenges making it more difficult to improve the economic development conditions of our community.

The City of San Luis is currently working with the GYPA to enter into a contract to manage the grant. Under the current circumstance, the City's legal counsel and staff are facing an unprecedented situation and have been focused on dealing with COVID-19 issues. The City of San Luis is scheduled to present the contract to council on the June 24th council meeting for final approval.

The City of San Luis strongly supports the project and believe the grant funding will be able to support our struggle with improving our economic situation for San Luis and the entire Yuma County region.

Sincerely,

Gerardo Sanchez
Mayor

GERARDO SANCHEZ, Mayor
MARIA CECILIA RAMOS, Vice Mayor
MARIO BUCHANAN JR., Council Member
AFRICA LUNA-CARRASCO, Council Member
JOSE PONCE, Council Member
MATIAS ROSALES, Council Member
GLORIA TORRES, Council Member
TADEO A. DE LA HOYA, City Manager

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GYPA Greater Yuma Port Authority

June 10, 2020

Teri Orman
Grants and Procurement
Manager Arizona Commerce
Authority
100 N 7th Avenue Suite 400
Phoenix, AZ 85007

Dear Teri Orman,

The Greater Yuma Port Authority is dedicated to developing the Gary J. Magrino Industrial Park to its fullest potential through any means. As GYPA, I am writing to express my full support of the FY2020 Economic Strength Projects (ESP) Grant application and will cooperate with all Arizona Commerce Authority regulations in accordance with approval. To demonstrate our commitment GYPA, with full support of all board members from Yuma County, City of Yuma, City of San Luis, and the Cocopah Tribe, will match 10% of grant funds in the amount of $50,000 towards the rural road construction project costs. The funds available as needed and is not or will not be conditioned or encumbered in any way that would preclude its use consistent with the requirements of the investment opportunity.

Thank you for your time and consideration,

Matias Rosales

GYPA Chairman

matias@realtyonegroupgateway.com

928-304-2447

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CITY OF Yuma

Mayor and Council Offices
One City Plaza
Yuma, Arizona 85364

(928) 373-5002
Fax (928) 373-5004
www.YumaAZ.gov

June 10, 2020

Teri Orman
Grants and Procurement Manager
Arizona Commerce Authority
100 N 7th Avenue Suite 400
Phoenix, AZ 85007

Dear Ms. Orman,

As a City Councilman for the City of Yuma, I am writing you in support of the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park as submitted by the City of San Luis and the Greater Yuma Port Authority. This industrial park has served as a gateway for those who facilitate trade between the United States and Mexico and has enhanced the region's economic development, providing employment and strengthening the relationship with our partners in Mexico.

A key deliverable of this project would be the continued expansion in utilization of the San Luis II Commercial Land Based Port of Entry. At this time, the port is underutilized and has room for growth to accommodate higher volumes of trucks. To appeal to future users, the Magrino Industrial Park will be able to provide businesses a strategically placed base of operation at the border, which aligns with City of San Luis's mission of being a business friendly city.

Yuma County has for many years suffered from high unemployment, low per capita income, and low educational attainment. Economic challenges have become even more acute since the significant job losses that have been suffered locally due to COVID-19, most significantly felt in lower wage earning jobs.

I express my strong support for this project. Industrial development and international trade can and will be the key to combating unemployment helping to bring higher wage earning jobs to the area which will benefit the entire Yuma County region.

Sincerely,

Gary Knight
Council Member
City of Yuma

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labrie
Labrie Properties, LLC

June 10, 2020

Teri Orman
Grants and Procurement Manager
Arizona Commerce Authority
100 N 7th Avenue Suite 400
Phoenix, AZ 85007

Dear Ms. Orman,

As Vice President of Acquisitions for Labrie Properties, LLC I am writing you in support of the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park as submitted by the City of San Luis and the Greater Yuma Port Authority. This industrial park has served as a gateway for those who facilitate trade between the United States and Mexico and has enhanced the region's economic development, providing employment and strengthening the relationship with our partners in Mexico.

A key deliverable of this project would be the continued expansion in utilization of the San Luis II Land Based Port of Entry. At this time, the port is underutilized and has room for growth and to accommodate higher volumes of trucks. To appeal to future users, the Magrino Industrial Park will be able to provide businesses a strategically placed base of operation at the border, which aligns with City of San Luis's mission of being a business friendly city.

Yuma County has for many years suffered from high unemployment, low per capita income, and low educational attainment. Economic challenges have become even more acute since the significant job losses that have been suffered locally due to COVID-19, most significantly felt in lower wage earning jobs.

I express my strong support for this project. Industrial development can and will be the key to combating unemployment and will help bring higher wage earning jobs to the area which will benefit the entire Yuma County region. Labrie is constructing an 80,000 SF logistics and assembly building at the Magrino Industrial Park and will be hiring many local employees to staff the facility. The location is a key support facility for our manufacturing operation just across the border in San Luis Rio Colorado, Mexico.

Sincerely,

Barnet Rogers
Vice President of Acquisitions

dotloop signature verification: dtlo.us/omE7-WIV8-oGOt
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Franks Trucking
435 N Cesar Chavez
San Luis, AZ 85349

June 10, 2020

Teri Orman
Grants and Procurement Manager
Arizona Commerce Authority
100 N 7th Avenue Suite 400
Phoenix, AZ 85007

Dear Ms. Orman,

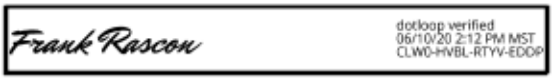
As owner of Franks Trucking, I am writing you in support of the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park as submitted by the City of San Luis and the Greater Yuma Port Authority. This industrial park has served as a gateway for those who facilitate trade between the United States and Mexico and has enhanced the region's economic development, providing employment and strengthening the relationship with our partners in Mexico.

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Yuma County has for many years suffered from high unemployment, low per capita income, and low educational attainment. Economic challenges have become even more acute since the significant job losses that have been suffered locally due to COVID-19, most significantly felt in lower wage earning jobs.

I express my strong support for this project. Industrial development can and will be the key to combating unemployment and will help bring higher wage earning jobs to the area which will benefit the entire Yuma County region.

Sincerely,



Frank Rascon
Owner, Franks Trucking

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OFFICE OF THE
BOARD OF SUPERVISORS
198 Main Street
Yuma, Arizona 85364

SUSAN K. THORPE
COUNTY ADMINISTRATOR
CLERK OF THE BOARD

MARTIN PORCHAS
DISTRICT 1
RUSSELL MCCLOUD
DISTRICT 2
DARREN SIMMONS
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
LYNNE PANCRAZI
DISTRICT 5

June 10, 2020

Teri Orman
Grants and Procurement Manager
Arizona Commerce Authority
100 N 7th Avenue Suite 400
Phoenix, AZ 85007

Dear Ms. Orman,

As the County Administrator for Yuma County, I am writing you in support of the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park as submitted by the City of San Luis and the Greater Yuma Port Authority. This industrial park has served as a gateway for those who facilitate trade between the United States and Mexico and has enhanced the region's economic development, providing employment and strengthening the relationship with our partners in Mexico.

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Yuma County has for many years suffered from high unemployment, low per capita income, and low educational attainment. Economic challenges have become even more acute since the significant job losses that have been suffered locally due to COVID-19, most significantly felt in lower wage earning jobs.

I express my strong support for this project. Industrial development can and will be the key to combating unemployment and will help bring higher wage earning jobs to the area which will benefit the entire Yuma County region.

Sincerely,

Susan Thorpe

Susan K. Thorpe
Yuma County Administrator

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200' 0 200' 400' 600'
SCALE 1"=200'

INDEX OF DRAWINGS

1	COVER SHEET
2–5	ROADWAY PLAN
6–7	PAVING AND GRADING DETAILS
8–15	WATER AND SEWER PLAN AND PROFILES
16	STORM WATER POLLUTION PREVENTION PLAN

GENERAL NOTES

1. ROADWAY CONSTRUCTION AND OTHER CONSTRUCTION AS SHOWN WILL CONFORM TO CITY OF SAN LUIS STANDARDS (CITY OF YUMA STANDARD DETAILS, MAG SPECIFICATIONS AND CITY OF SAN LUIS SUPPLEMENT) OR AS MODIFIED ON THESE PLANS UNLESS OTHERWISE NOTED OR SPECIFICALLY ALTERED/MODIFIED BY CITY OF SAN LUIS ORDINANCE. ALL UNDERGROUND UTILITY CONSTRUCTION WILL CONFORM TO CITY OF YUMA STANDARDS AND SPECIFICATIONS. THESE SPECIFICATIONS ARE INCLUDED HERE BY REFERENCE.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. ALL WORK SHALL BE COMPLETED IN A THOROUGH MANNER, FREE OF ANY WORKMANSHIP DEFECTS. THE CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING CHANGE TO THE PLANS AND REQUEST INSTRUCTIONS BEFORE PROCEEDING WITH THE WORK.
3. ANY DEFECTIVE MATERIAL OR WORKMANSHIP SHALL BE REPLACED AND/OR REPAIRED PRIOR TO FINAL ACCEPTANCE OF THE WORK.
4. PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH ALL PROPOSED PROJECT MATERIAL DATA SHEETS AND ANY SHOP DRAWINGS. ANY MATERIAL SUPPLIED NOT IN CONFORMANCE WITH THE SPECIFICATIONS WILL BE REJECTED.
5. THE CONTRACTOR WILL BE RESPONSIBLE, IN ACCORDANCE WITH ARIZONA REVISED STATUTES, TO NOTIFY THE ARIZONA BLUE STAKE CENTER AT (800) 782–5348 AT LEAST FORTY–EIGHT (48) HOURS IN ADVANCE OF COMMENCING CONSTRUCTION ACTIVITIES. LOCATIONS OF EXISTING PUBLIC UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR MUST VERIFY THE LOCATIONS IN THE FIELD AND TAKE NECESSARY PRECAUTIONS. ANY DAMAGE TO A UTILITY SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL MAINTAIN DUST ABATEMENT ACTIVITIES FOR THE DURATION OF THE PROJECT, INCLUDING WEEKENDS AND HOLIDAYS TO CONFORM WITH APPLICABLE ADEQ REGULATIONS. THE CONTRACTOR SHALL MAINTAIN ADEQUATE MOISTURE LEVELS IN THE SURFACE MATERIALS TO ELIMINATE BLOWING DUST FROM THESE MATERIALS. ALL HAUL TRUCKS, WHETHER INVOLVED IN DELIVERY OR REMOVAL ACTIVITIES, SHALL BE COVERED AND/OR TARPED IN ORDER TO NEGATE THE REMOVAL OF MATERIAL FROM TRUCKS BY WINDS, EITHER NATURAL OR CAUSED BY THE MOVEMENT OF THE TRUCK.
7. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING PROPER SIGNS, BARRICADES, AND WARNING LIGHTS TO CONTROL THE TRAFFIC AND TO ASSURE THE PUBLIC'S HEALTH, WELFARE, AND SAFETY. ALL TRAFFIC CONTROL DEVICES MUST CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION OF ALL TRAFFIC CONTROL INSTALLATIONS USED IN CONJUNCTION WITH THIS PROJECT AND SHALL INSPECT, AT LEAST TWICE DAILY, TO ENSURE CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLAN.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PREPARATION AND FURNISHING OF "AS–BUILT" RECORD DRAWINGS. THE "AS–BUILT" INFORMATION SHALL BE RECORDED ON THE PLANS IN RED COLORED PENCIL. THIS INFORMATION SHALL INCLUDE ALL CASES WHERE ACTUAL FIELD CONSTRUCTION DIFFERS FROM THE DESIGNED INFORMATION, ALL CONCEALED WORK, ALL UTILITY LOCATIONS, ALL WATER VALVES AND MANHOLES. DIMENSIONS SHALL BE SHOWN FROM KNOWN REFERENCE POINTS.
9. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARD FOR CONSTRUCTION (TITLE 29, CODE OF FEDERAL REGULATIONS, PART 1926 AS AMENDED) AND CITY OF SAN LUIS SAFETY REGULATIONS ARE APPLICABLE FOR THE COMPLETION OF THE WORK ON THIS PROJECT.
10. THE CONTRACTOR SHALL OBTAIN ENCROACHMENT PERMITS FROM THE CITY OF SAN LUIS PRIOR TO THE COMMENCEMENT OF ANY WORK IN PUBLIC RIGHT–OF–WAY.
11. THE CONTRACTOR SHALL GUARANTEE THE WORK COMPLETED AGAINST DEFECTIVE MATERIAL AND/OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE GRANTED BY YUMA COUNTY.
12. GYPA WILL BE CONTRACTING WITH AN INDEPENDENT TESTING LABORATORY. REQUIREMENTS PER SECTION 106.2 OF COUNTY SPECIFICATIONS. THE CONTRACTOR IS TO PROVIDE THE CITY OF SAN LUIS WITH ALL CERTIFIED COPIES OF FIELD DENSITY, CONCRETE COMPRESSION BREAKS AND LABORATORY TESTS.
13. ANY SURVEY MONUMENT DISTURBED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN ACCORDANCE WITH CITY OF SAN LUIS STANDARD DETAILS BY THE CONTRACTOR AT NO EXTRA COST TO THE OWNER. CONTRACTOR SHALL UTILIZE A REGISTERED LAND SURVEYOR TO ASSURE PROPER PLACEMENT OF SAID MONUMENT.
14. AZPDES PERMIT SHALL BE OBTAINED PRIOR TO THE START OF GRADING ACTIVITIES.
15. GRADING SPOILS TO BE SPREAD ON ADJACENT LOTS.
16. STOCKPILED EXISTING ABC FOUND IN THIS PROJECT MAY ONLY BE REUSED ON THIS PROJECT IF IT IS TESTED AND MEETS REQUIRED PROJECT SPECIFICATIONS.

UTILITY COMPANIES

WATER – CITY OF SAN LUIS
1090 E. UNION STREET
P.O. BOX 3750
SAN LUIS, AZ 85349
(928) 341–8577 (ANTONIO SANDOVAL)

SEWER – CITY OF SAN LUIS
1090 E. UNION STREET
P.O. BOX 3750
SAN LUIS, AZ 85349
(928) 341–8577 (GILBERTO TORRES)

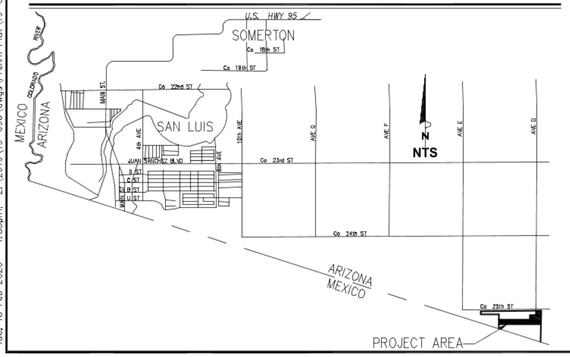
ELECTRIC – APS COMPANY
MAIL STATION 4853
6700 E. 30TH STREET
YUMA, ARIZONA 85364
(928) 336–9838 (ANNE CAMACHO)

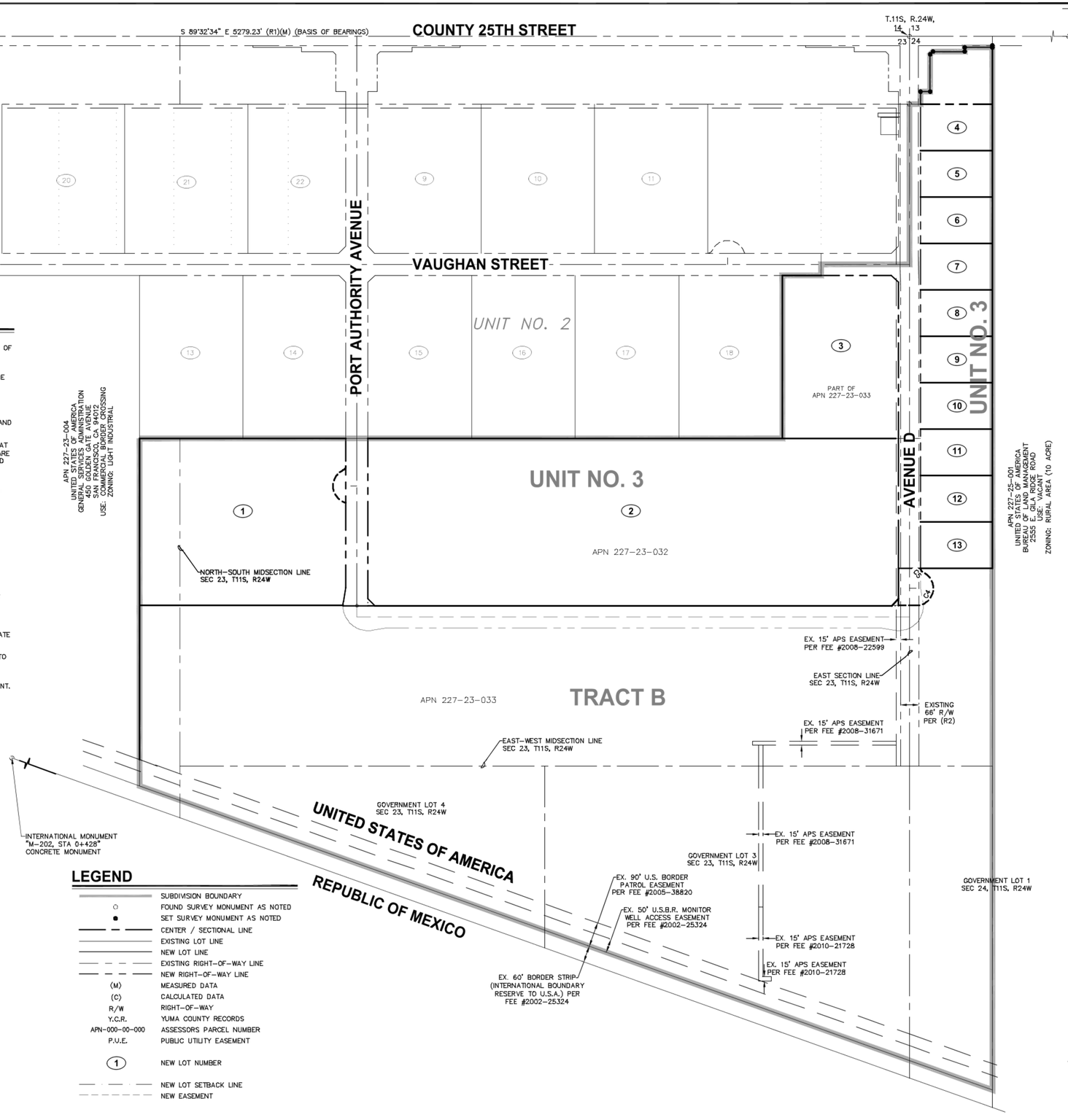
FIRE PROTECTION – SAN LUIS FIRE DEPARTMENT
1165 N. McCAIN AVENUE
P.O. BOX 445
SAN LUIS, AZ 85349
(928) 341–8550 (ANGEL RAMIEREZ)

CABLE TELEVISION – TIME WARNER
1289 SOUTH 2ND AVENUE
YUMA, ARIZONA 85364
(760) 250–2469 (PLACIDO LOPEZ)

TELEPHONE – CENTURYLINK
1850 EAST 20TH STREET
YUMA, ARIZONA 85365
(928) 343–8943 (ED ALUPAY)

VICINITY MAP





LEGEND

	SUBDIVISION BOUNDARY
○	FOUND SURVEY MONUMENT AS NOTED
●	SET SURVEY MONUMENT AS NOTED
	CENTER / SECTIONAL LINE
	EXISTING LOT LINE
	NEW LOT LINE
	EXISTING RIGHT–OF–WAY LINE
	NEW RIGHT–OF–WAY LINE
(M)	MEASURED DATA
(C)	CALCULATED DATA
R/W	RIGHT–OF–WAY
Y.C.R.	YUMA COUNTY RECORDS
APN–000–00–000	ASSESSORS PARCEL NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
(1)	NEW LOT NUMBER
	NEW LOT SETBACK LINE
	NEW EASEMENT

DRAWING RECORD:

No.	DATE:

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com

MAGRINO INDUSTRIAL PARK
UNIT NO. 3
CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
COVER SHEET

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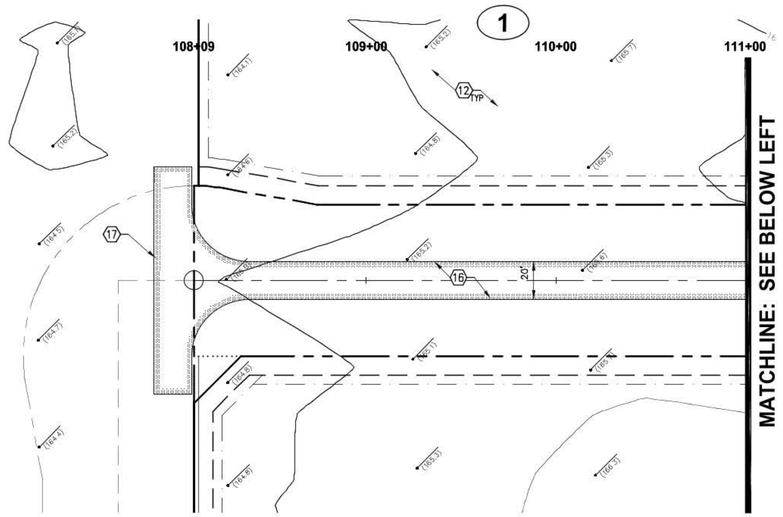
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 12/31/19
ARIZONA, U.S.A.

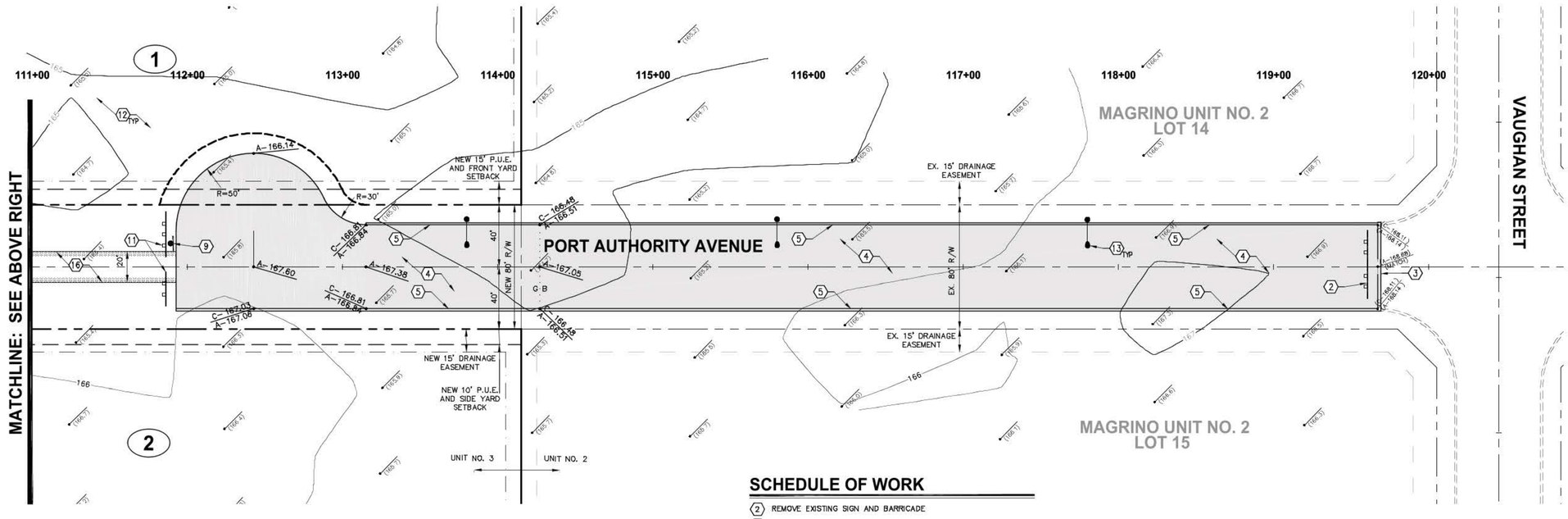
Date:	DEC. 2019
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.:	19–096

SHEET 1

Tue, 18 Feb 2020 – 1:53pm, Z:\2019\19–096\dwgs\Prelim Plat\19–096 Cover.dwg, " Core Engineering Group, PLLC"

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SCHEDULE OF WORK

(2)	REMOVE EXISTING SIGN AND BARRICADE	
(3)	SAWCUT AND MATCH EXISTING	
(4)	INDUSTRIAL STREET SECTION	–SEE DETAIL A/6
(5)	PAVEMENT BORDER CURB	–SEE DETAIL C/6
(7)	STREET NAME SIGN WITH 30"X30" R1–1 "STOP" SIGN.	–SEE DETAIL D/6
(8)	30" X 30" R1–1 "STOP" SIGN	–SEE DETAIL D/6
(9)	30" X 30" R5–1 "DO NOT ENTER" SIGN	–SEE DETAIL D/6 (SIM)
(10)	24" SOLID WHITE THERMOPLASTIC STRIPE	
(11)	TYPE III BARRICADE	–SEE DETAILS A/7
(12)	ON–SITE LOT GRADING AND RETENTION BY FUTURE LOT DEVELOPER	–SEE DETAIL B/7
(13)	STREET LIGHT	–BY APS
(14)	REMOVE EXISTING PAVEMENT	
(16)	20' WIDE ABC ACCESS ROAD	–SEE DETAIL E&F/6
(17)	HAMMERHEAD TURN AROUND	–COY STD NO. 3–210

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Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

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40' 0 40' 80' 120'
SCALE: 1" = 40'

DRAWING RECORD:

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Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
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MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

ROADWAY PLAN

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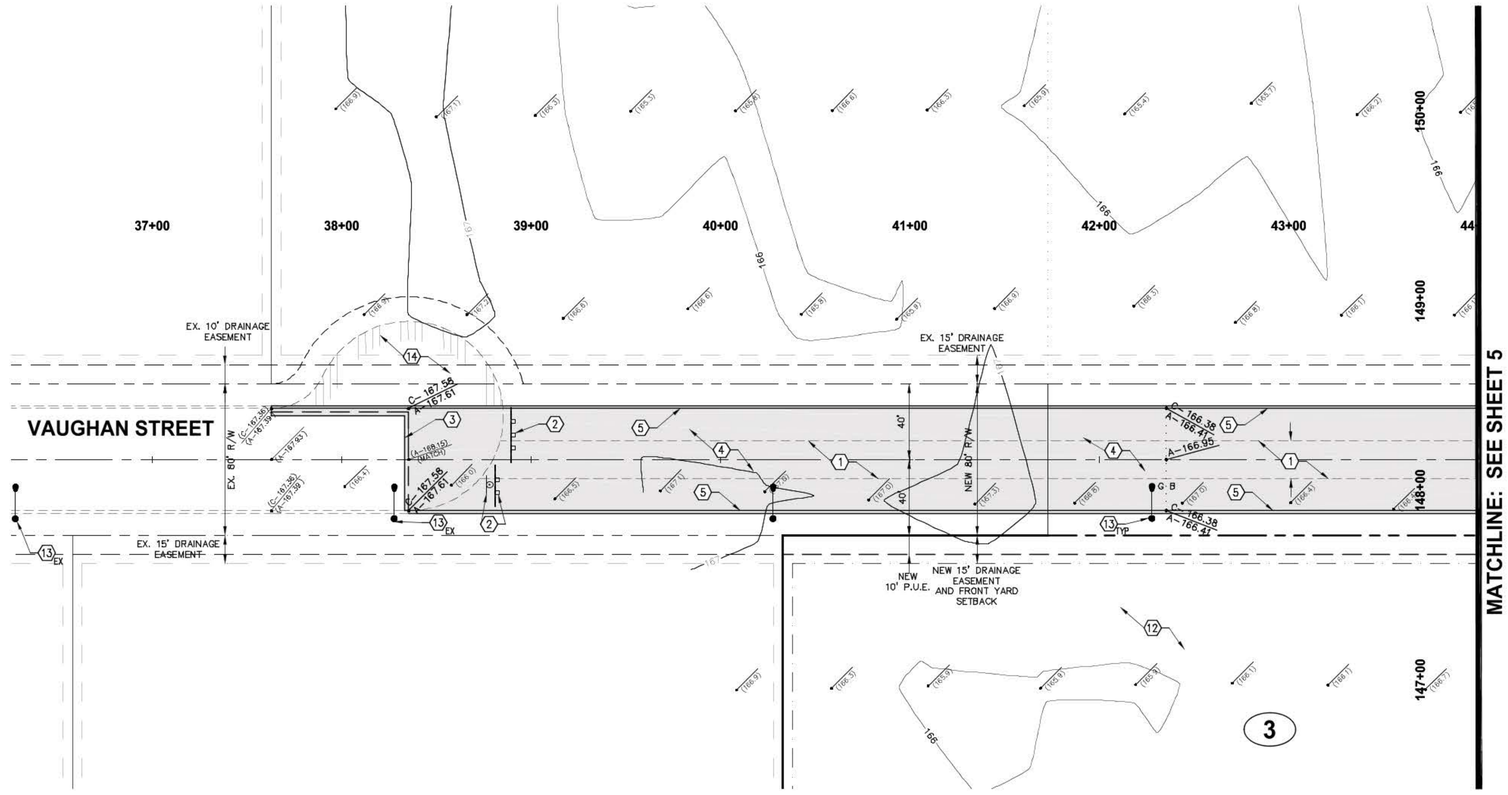
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CERTIFICATE NO.
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DOUGLAS J. NICHOLLS
Date Signed 12/17/19
ARIZONA, U.S.A.

Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19–096

SHEET 2

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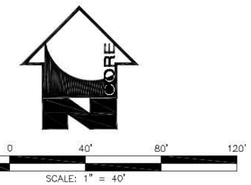
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MATCHLINE: SEE SHEET 5

SCHEDULE OF WORK

1	REMOVE EXISTING ABC AND STOCKPILE FOR REUSE (GEN. NOTE 16, SHT 1)	
2	REMOVE EXISTING SIGN AND BARRICADE	
3	SAWCUT AND MATCH EXISTING	
4	INDUSTRIAL STREET SECTION	-SEE DETAIL A/6
5	PAVEMENT BORDER CURB	-SEE DETAIL C/6
7	STREET NAME SIGN WITH 30"X30" R1-1 "STOP" SIGN.	-SEE DETAIL D/6
8	30" X 30" R1-1 "STOP" SIGN	-SEE DETAIL D/6
9	30" X 30" R5-1 "DO NOT ENTER" SIGN	-SEE DETAIL D/6 (SIM)
10	24" SOLID WHITE THERMOPLASTIC STRIPE	
11	TYPE III BARRICADE	-SEE DETAILS A/7
12	ON-SITE LOT GRADING AND RETENTION BY FUTURE LOT DEVELOPER	-SEE DETAIL B/7
13	STREET LIGHT	-BY APS
14	REMOVE EXISTING PAVEMENT	
15	PROVIDE COLD JOINT FOR FUTURE REMOVAL	



LEGEND

	FOUND SURVEY MONUMENT AS NOTED
	CENTER / SECTIONAL LINE
	EXISTING EASEMENT (AS NOTED)
	EXISTING LOT LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING SUBDIVISION BOUNDARY
	EXISTING GROUND LINE
EX 12"-W	EXISTING WATER LINE
EX 8"-S	EXISTING SEWER LINE
EX-E-(OH)	EXISTING OVERHEAD ELECTRIC
EX T-(OH)	EXISTING OVERHEAD TELEPHONE
EX-E-(UG)	EXISTING UNDERGROUND ELECTRIC LINE
EX T-(UG)	EXISTING UNDERGROUND TELEPHONE LINE
EX-G	EXISTING GAS LINE
	NEW BORDER CURB
	EXISTING ASPHALT
	EXISTING CONCRETE
	EXISTING ABC CANAL ROAD
	NEW ASPHALT
	NEW ABC PAVEMENT FOR ACCESS ROAD
	EXISTING CHAIN LINK FENCE
	EXISTING BARBED WIRE FENCE
PP	EXISTING POWER POLE
	EXISTING GUY WIRE ANCHOR
WM	EXISTING WATER METER
BOV	EXISTING BLOW OFF
	EXISTING SEWER MANHOLE
	EXISTING ELECTRICAL TRANSFORMER
T-PED	EXISTING TELEPHONE PEDESTAL
EJ-BOX	EXISTING ELECTRICAL JUNCTION BOX
	EXISTING SIGN
	NEW SIGN
	NEW STREET NAME AND STOP SIGN
	NEW LIGHT POLE
	NEW BARRICADE
	EXISTING BARRICADE
	EXISTING FIRE HYDRANT
	EXISTING VALVE
GM	EXISTING GAS METER
	EXISTING SLOPE
	NEW SLOPE
R/W	RIGHT-OF-WAY
FFE	FINISHED FLOOR ELEVATION
100.0	EXISTING GROUND ELEVATION
(C-100.50) (G-100.00)	EXISTING CURB ELEVATION
	EXISTING GUTTER ELEVATION
(CONC-100.00)	EXISTING CONCRETE ELEVATION
(SW-100.00)	EXISTING SIDEWALK ELEVATION
(A-100.00)	EXISTING ASPHALT ELEVATION
(GR-100.00)	EXISTING GRATE ELEVATION
(INV-100.00)	EXISTING INVERT ELEVATION
C-100.00	NEW CURB ELEVATION
G-100.00	NEW GUTTER ELEVATION
A-100.00	NEW ASPHALT ELEVATION
FL-100.00	NEW FLOW WAY ELEVATION
G.B.	NEW GRADE BREAK
100	NEW LOT NUMBER
(M)	MEASURED DATA
(R1)	RECORDED DATA PER BOOK 23 OF PLATS PAGES 57&58, Y.C.R.
(R2)	RECORDED DATA PER COUNTY ROAD MAP #3856
(C)	CALCULATED DATA

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
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In Maricopa County: (602) 263-1100

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Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

ROADWAY PLAN

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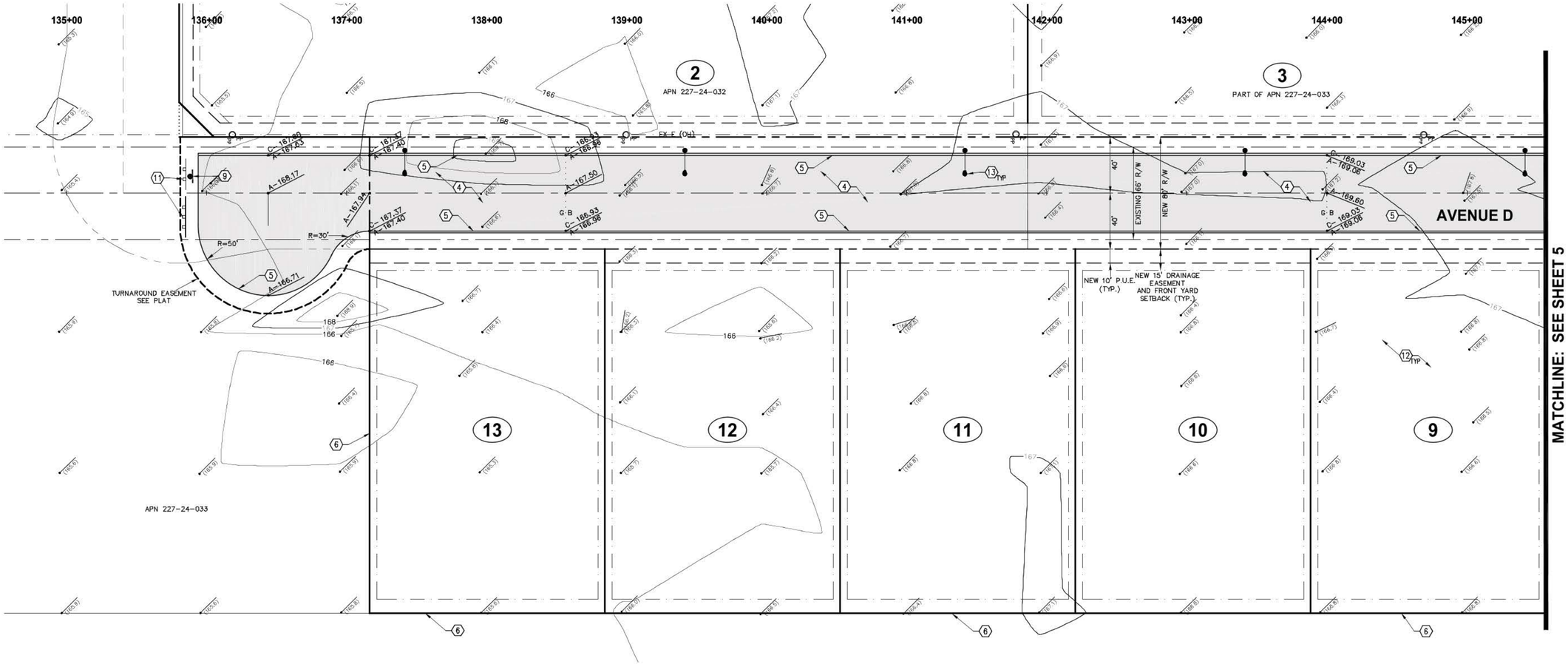
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed
ARIZONA U.S.A.

Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

SHEET 3

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APN 227-25-001
UNITED STATES OF AMERICA
BUREAU OF LAND MANAGEMENT
2555 E. GILA RIDGE ROAD
USE: VACANT
ZONING: RURAL AREA (10 ACRE)

SCHEDULE OF WORK

1	REMOVE EXISTING ABC AND STOCKPILE FOR REUSE (GEN. NOTE 16, SHEET 1)	
2	REMOVE EXISTING SIGN AND BARRICADE	
3	SAWCUT AND MATCH EXISTING	
4	INDUSTRIAL STREET SECTION	-SEE DETAIL A/6
5	PAVEMENT BORDER CURB	-SEE DETAIL C/6
6	6' SCREEN WALL BY FUTURE LOT DEVELOPERS OR GYPA	
7	STREET NAME SIGN WITH 30"X30" R1-1 "STOP" SIGN.	-SEE DETAIL D/6
8	30" X 30" R1-1 "STOP" SIGN	-SEE DETAIL D/6
9	30" X 30" R5-1 "DO NOT ENTER" SIGN	-SEE DETAIL D/6 (SIM)
10	24" SOLID WHITE THERMOPLASTIC STRIPE	
11	TYPE III BARRICADE	-SEE DETAILS A/7
12	ON-SITE LOT GRADING AND RETENTION BY FUTURE LOT DEVELOPER	-SEE DETAIL B/7
13	STREET LIGHT	-BY APS
14	REMOVE EXISTING PAVEMENT	

40' 0 40' 80' 120'
SCALE: 1" = 40'

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ROADWAY PLAN

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CERTIFICATE NO.
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DOUGLAS J. NICHOLLS
Date Signed 12-17-19
ARIZONA, U.S.A.

Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

SHEET 4

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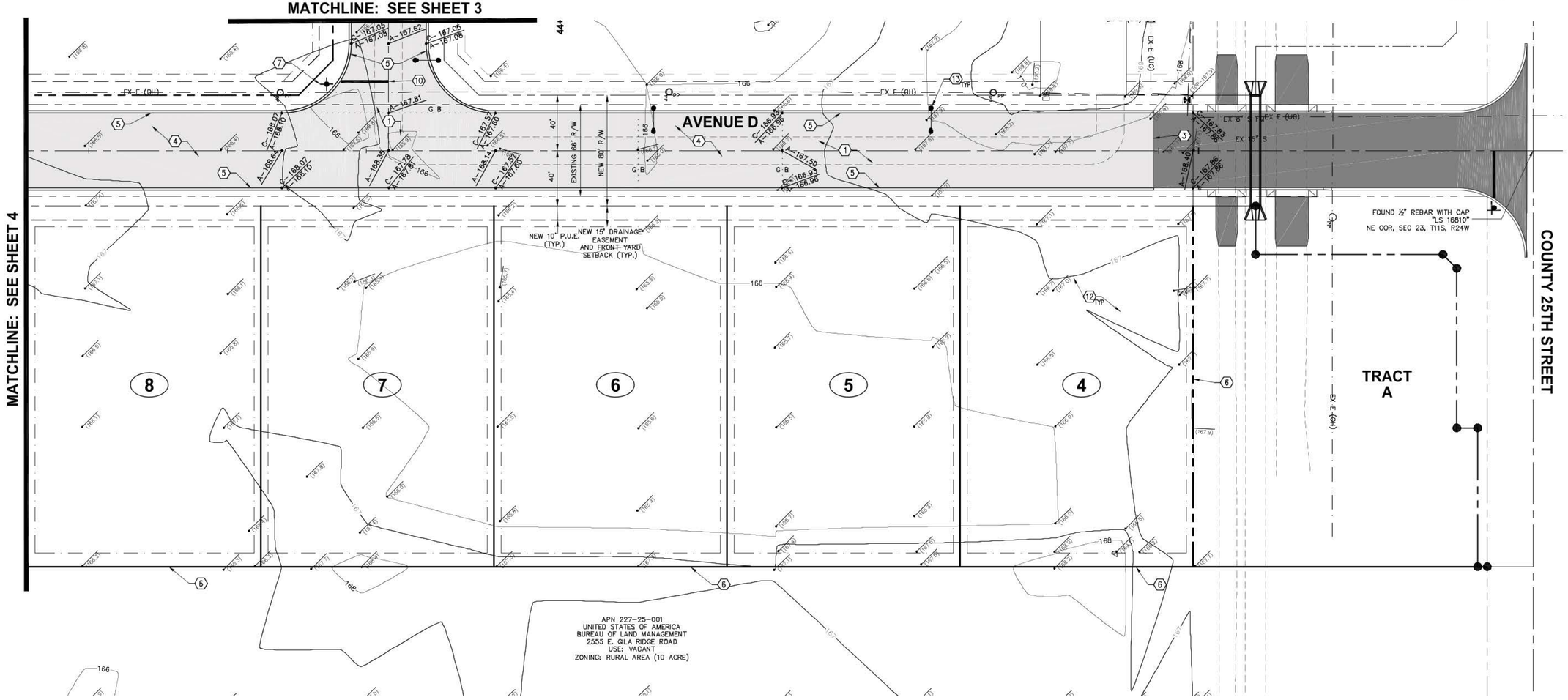
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UNIT NO. 3

WORK PERMITTED WITH UNIT NO. 2 BUT NOT CONSTRUCTED - SEE PREVIOUS DESIGN

CORE

40' 0 40' 80' 120'
SCALE: 1" = 40'



SCHEDULE OF WORK

1	REMOVE EXISTING ABC AND STOCKPILE FOR REUSE (GEN NOTE 16, PAGE 1)	
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ROADWAY PLAN

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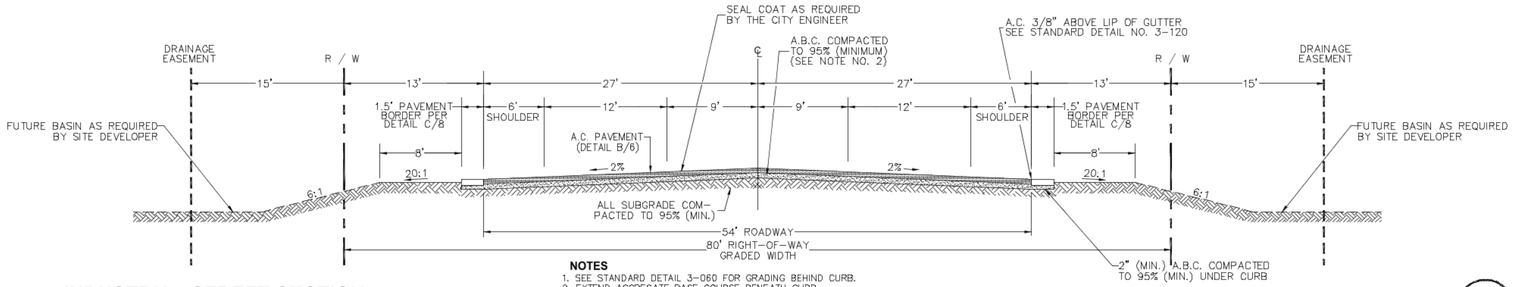
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 01-13-20
ARIZONA, U.S.A.

Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

SHEET 5

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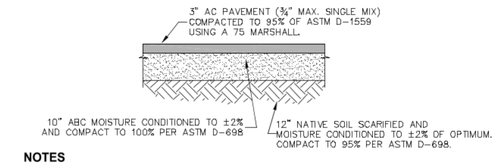


NOTES
1. SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND CURB.
2. EXTEND AGGREGATE BASE COURSE BENEATH CURB.

INDUSTRIAL STREET SECTION

YUMA COUNTY CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 2-070 (MODIFIED, NTS)

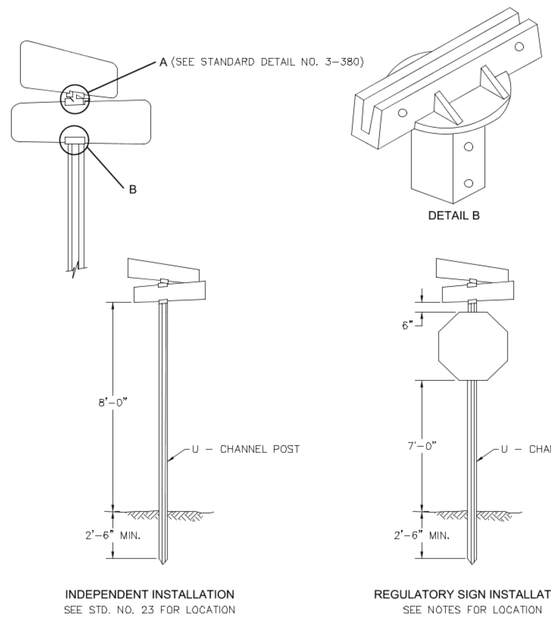
NTS — A / 6



NOTES
1. ASPHALT SHALL MEET CURRENT YUMA COUNTY STANDARD SPEC. 321 FOR ¾ INCH MAXIMUM SINGLE COARSE.
2. AGGREGATE BASE SHALL YUMA COUNTY SPECIFICATION SECTION 310.

PAVEMENT STRUCTURAL SECTION

NTS — B / 6



INDEPENDENT INSTALLATION
SEE STD. NO. 23 FOR LOCATION

REGULATORY SIGN INSTALLATION
SEE NOTES FOR LOCATION

NOTES
U-CHANNEL POSTS SHALL BE FLANGED GALVANIZED AND A MINIMUM OF 2 LB. PER FOOT IN WEIGHT.

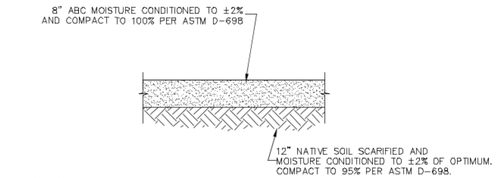
WHEN STREET NAME SIGNS ARE MOUNTED WITH A REGULATORY SIGN, THE LOCATION WILL BE AS PER THE M.U.T.C.D.

SEE GENERAL NOTES ON STD. DETAIL NO. 3-380.

DOUBLE FACED STREET SIGN - STOP SIGN

YUMA COUNTY CONSTRUCTION STANDARD DETAIL NO. 3-390

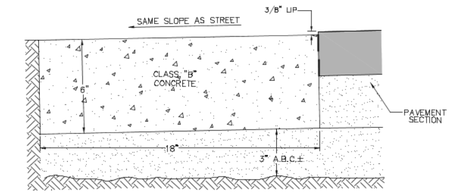
NTS — D / 6



NOTES
1. ASPHALT SHALL MEET CURRENT YUMA COUNTY STANDARD SPEC. 321 FOR ¾ INCH MAXIMUM SINGLE COARSE.
2. AGGREGATE BASE SHALL YUMA COUNTY SPECIFICATION SECTION 310.

ABC STRUCTURAL SECTION

NTS — E / 6

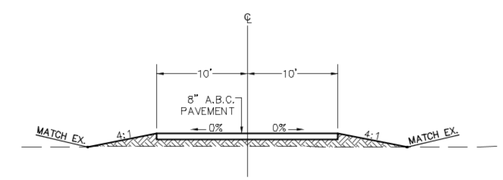


NOTES
1. IN GROUP A SOIL CONDITIONS: 8" OF CONCRETE MAY BE SUBSTITUTED FOR 6" OF CONCRETE AND 3" A.B.C. WITH THE APPROVAL OF THE CITY ENGINEER.
2. BROOM FINISH EXPOSED SURFACE
3. CONTRACTION JOINT SPACING AS PER SECTION 3.3.8 OF PUBLIC WORKS STANDARD
4. EXPANSION JOINT SPACING 50' MAX AS PER SECTION 3.3.8 OF PUBLIC WORKS STANDARDS.

PAVEMENT BORDER

YUMA COUNTY CONSTRUCTION STANDARD DETAIL NO. 3-160 (MODIFIED)

NTS — C / 6



NOTE
1. AGGREGATE BASE SHALL MEET YUMA COUNTY SPECIFICATION SECTION 310.

20' ABC ACCESS ROADWAY

NTS — F / 6

UTILITY DISCLAIMER

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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

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No.	DATE:

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

PAVING DETAILS

Registered Professional Engineer (Civil) CERTIFICATE NO. 32329 DOUGLAS J. NICHOLLS Date Signed 12/19/19 ARIZONA, U.S.A.

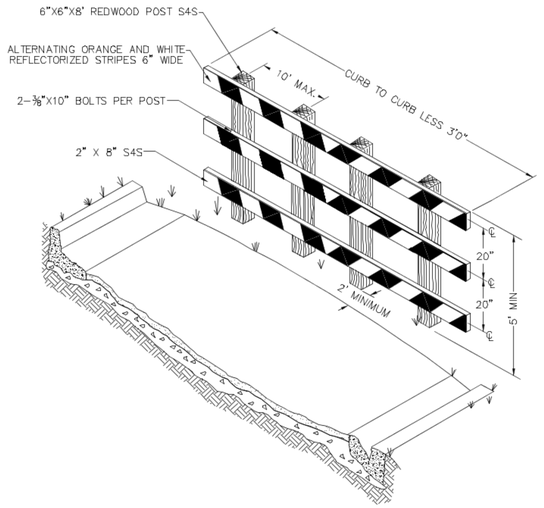
Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

SHEET 6

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NOTES

BARRICADE MARKINGS SHALL BE 3M ENGINEER GRADE REFLECTIVE SHEETING ON .080" THICK ALUMINUM SHEET OR EQUAL AS DIRECTED BY PUBLIC WORKS.

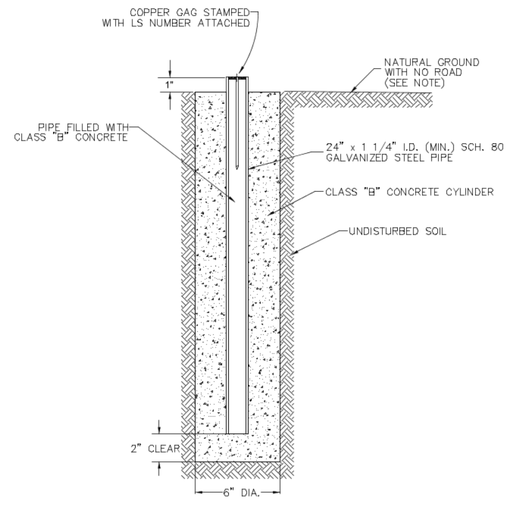
RAIL TIMBER TO BE NO. 1 D.F. S4S AND TO RECEIVE 2 COATS OF OUTSIDE WHITE PAINT ON NON-REFLECTIVE SURFACES. STRIPES SHALL SLOPE TOWARD THE CENTER OF THE PAVEMENT FROM BOTH SIDES, UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER.

STREET WIDTH	NO. OF POSTS
26' - 32'	4
38' - 44'	5
48'	6
68' - 72'	8

TYPE III BARRICADE

YUMA COUNTY CONSTRUCTION STANDARD DETAIL NO. 3-360

NTS — A/7



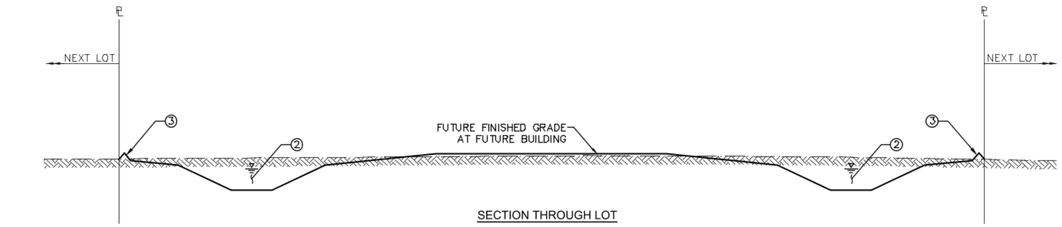
NOTE

IF SUBDIVISION BOUNDARY MONUMENT IS LOCATED WITHIN THE ROADWAY, INSTALL STANDARD NO. 4-080.

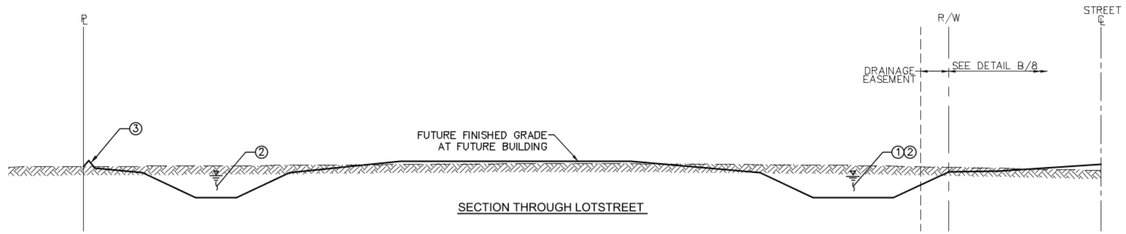
BOUNDARY MONUMENT

YUMA COUNTY CONSTRUCTION STANDARD DETAIL DRAWING NO. 4-030

NTS — C/7



SECTION THROUGH LOT



SECTION THROUGH LOTSTREET

① ROADWAY RETENTION BASIN —SEE DETAILS B&C/8

② POSSIBLE ON SITE RETENTION BY LOT DEVELOPER

③ BERM AS REQUIRED TO PREVENT CROSS PROPERTY DRAINAGE —BY LOT DEVELOPER

NOTE

THE INTENT OF THIS DETAIL IS TO SHOW THE LOT DRAINAGE/GRADING FUTURE CONCEPT. THIS DETAIL IS FOR REFERENCE ONLY SINCE THE LOT GRADING AND ROADSIDE DRAINAGE WILL BE BY INDIVIDUAL LOT DEVELOPER AT THE TIME OF LOT DEVELOPMENT. A STANDARD GRADING PERMIT IS STILL REQUIRED FOR THE LOT DEVELOPMENT.

CONCEPTUAL ON-SITE RETENTION AND LOT GRADING DETAIL (BY OTHERS)

NTS — B/7

Call at least two full working days before you begin excavation.
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Arizona Blue Stake, Inc.
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200 East 16th Street, Suite 150
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V - 928.344.5931 F - 928.344.5932
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Core@core-e-g.com

CORE

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CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

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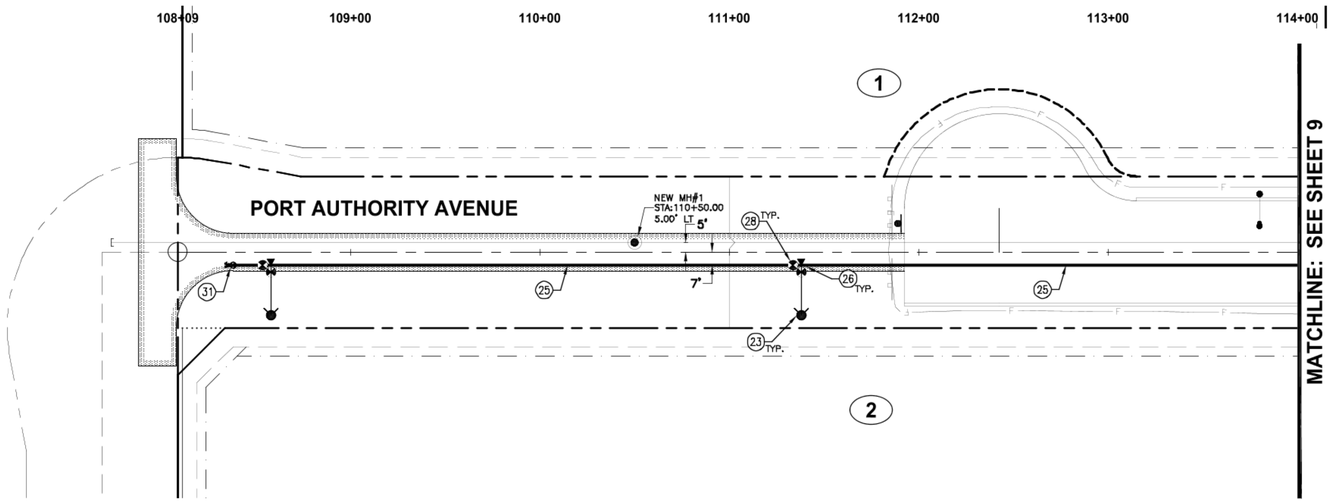
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed: 12-6-19
ARIZONA, U.S.A.

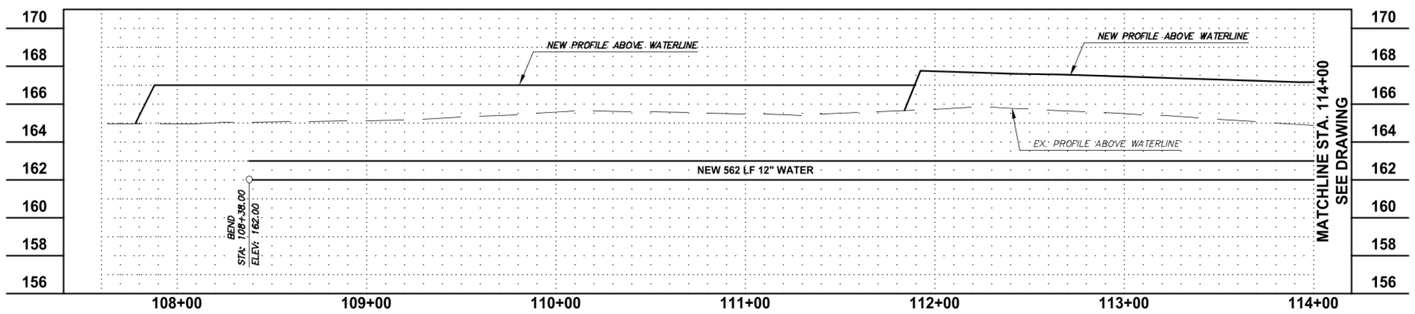
Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

SHEET 7

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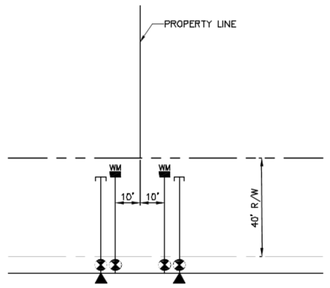
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WATER SCHEDULE OF WORK

(20)	12" 45° BEND AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(21)	1" SINGLE WATER SERVICE (COST INCLUDED IN ITEM 22)	–COY STD NO. 5–035 –COY STD NO. 5–015 –SEE DETAIL A/8
(22)	1" SERVICE METER BOX	–COY STD NO. 5–055
(23)	6" FIRE HYDRANT ASSEMBLY AND STREET MARKER	–COY STD NO. 5–155 –COY STD NO. 5–160
(24)	6" CLASS 150 C900 PVC WATERLINE	–COY STD NO. 5–010
(25)	12" CLASS 150 C900 PVC WATERLINE	–COY STD NO. 5–010
(26)	12" X 12" X 6" TEE AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(27)	6" GATE VALVE WITH ANCHOR, VALVE BOX, FRAME AND COVER	–COY STD NO. 5–065 –COY STD NO. 5–075
(28)	12" GATE VALVE WITH ANCHOR, VALVE BOX, AND COVER	–COY STD NO. 5–065 –COY STD NO. 5–075
(29)	CONNECT NEW 12" WATERLINE TO EXISTING	
(30)	12" 90° BEND AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(31)	WATERMAIN BLOWOFF	–COY STD NO. 5–085



TYPICAL WATER SERVICE SPACING FROM PROPERTY LINE NTS — A/8

UTILITY DISCLAIMER

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MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
PORT AUTHORITY - WATER PLAN & PROFILE

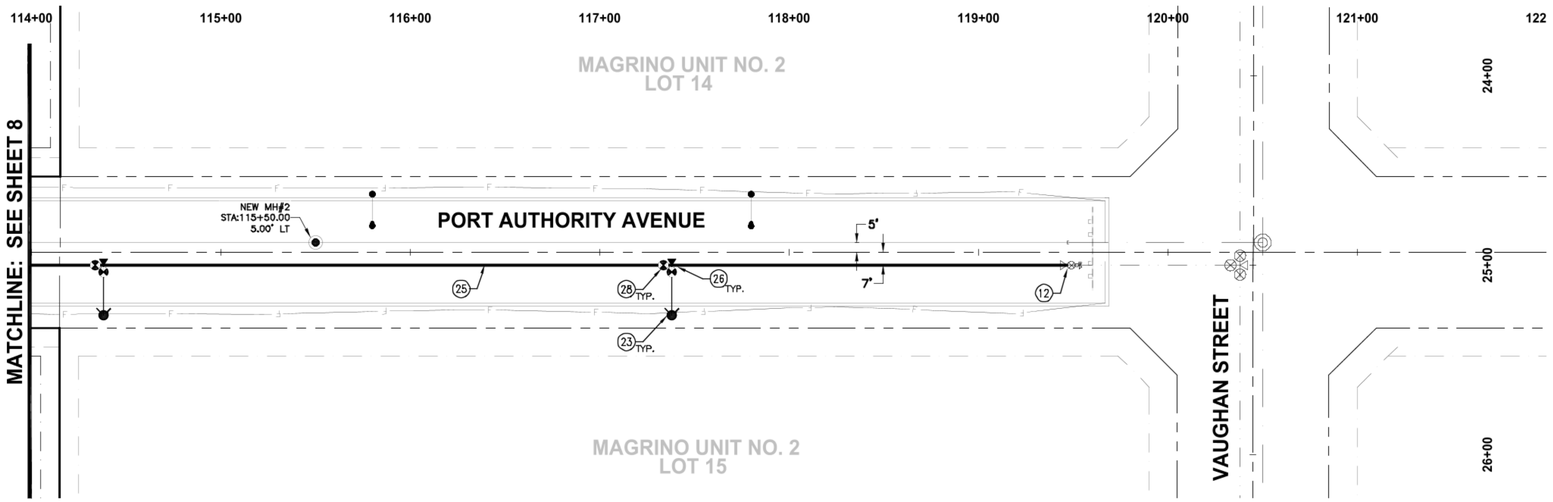
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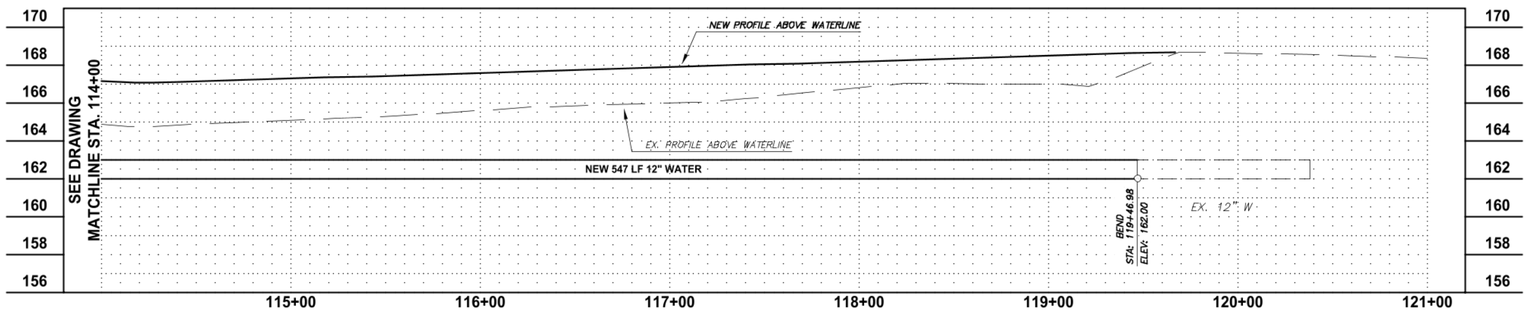
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WATER SCHEDULE OF WORK

(20)	12" 45° BEND AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(21)	1" SINGLE WATER SERVICE (COST INCLUDED IN ITEM 22)	–COY STD NO. 5–035 –COY STD NO. 5–015 –SEE DETAIL A/8
(22)	1" SERVICE METER BOX	–COY STD NO. 5–055
(23)	6" FIRE HYDRANT ASSEMBLY AND STREET MARKER	–COY STD NO. 5–155 –COY STD NO. 5–160
(24)	6" CLASS 150 C900 PVC WATERLINE	–COY STD NO. 5–010
(25)	12" CLASS 150 C900 PVC WATERLINE	–COY STD NO. 5–010
(26)	12" X 12" X 6" TEE AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(27)	6" GATE VALVE WITH ANCHOR, VALVE BOX, FRAME AND COVER	–COY STD NO. 5–065 –COY STD NO. 5–075
(28)	12" GATE VALVE WITH ANCHOR, VALVE BOX, AND COVER	–COY STD NO. 5–065 –COY STD NO. 5–075
(29)	CONNECT NEW 12" WATERLINE TO EXISTING	
(30)	12" 90° BEND AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(31)	WATERMAIN BLOWOFF	–COY STD NO. 5–085

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40' 0 40' 80' 120'

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Yuma, AZ 85364
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MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
PORT AUTHORITY - WATER PLAN & PROFILE

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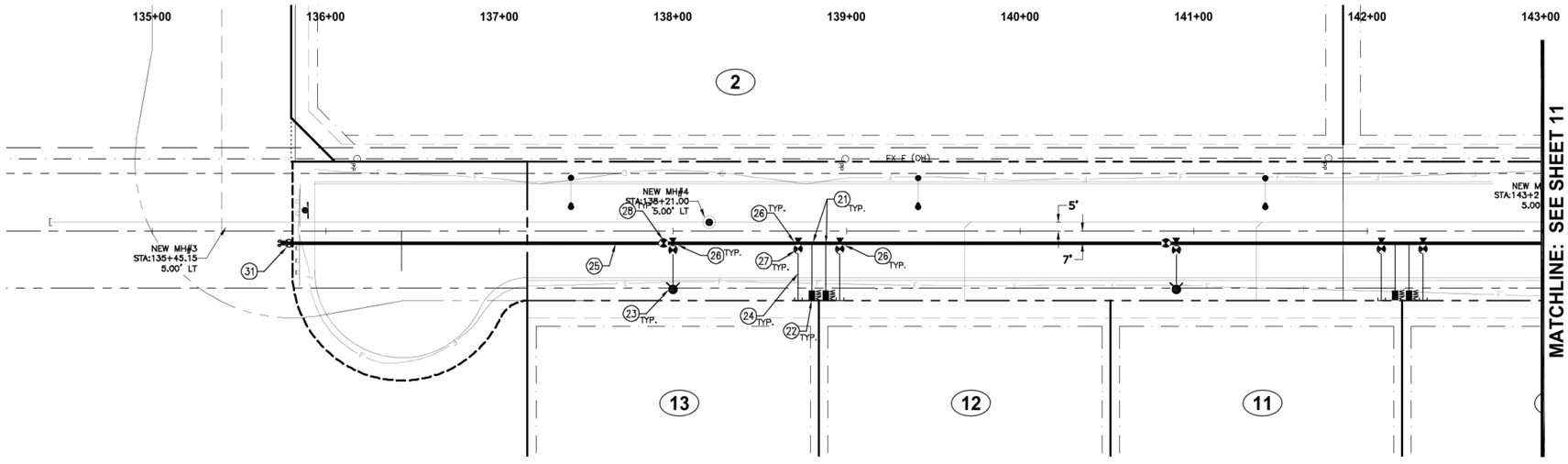
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed: 02/18/20
ARIZONA, U.S.A.

Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19–096

SHEET 9

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(20)	12" 45° BEND AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	-COY STD NO. 5-020 -COY STD NO. 5-025
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CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
AVE D - WATER PLAN & PROFILE

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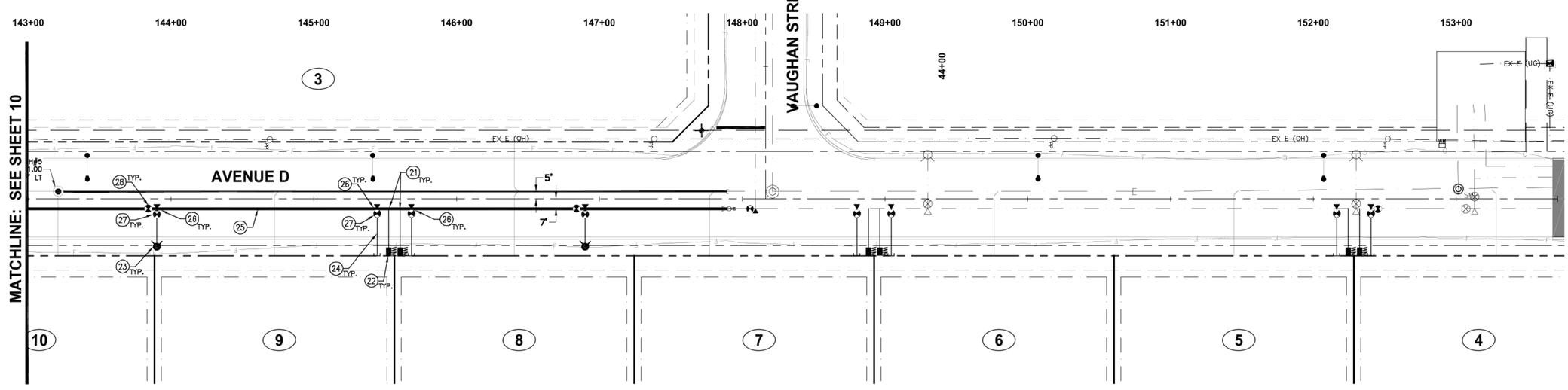
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 02/18/20
ARIZONA U.S.A.

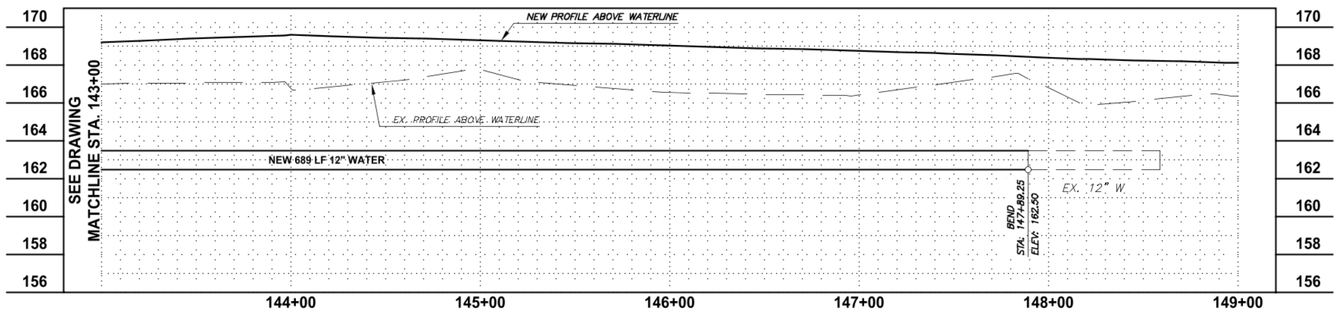
Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

SHEET 10

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WATER SCHEDULE OF WORK

(20)	12" 45° BEND AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(21)	1" SINGLE WATER SERVICE (COST INCLUDED IN ITEM 22)	–COY STD NO. 5–035 –COY STD NO. 5–015 –SEE DETAIL A/8
(22)	1" SERVICE METER BOX	–COY STD NO. 5–055
(23)	6" FIRE HYDRANT ASSEMBLY AND STREET MARKER	–COY STD NO. 5–155 –COY STD NO. 5–160
(24)	6" CLASS 150 C900 PVC WATERLINE	–COY STD NO. 5–010
(25)	12" CLASS 150 C900 PVC WATERLINE	–COY STD NO. 5–010
(26)	12" X 12" X 6" TEE AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(27)	6" GATE VALVE WITH ANCHOR, VALVE BOX, FRAME AND COVER	–COY STD NO. 5–065 –COY STD NO. 5–075
(28)	12" GATE VALVE WITH ANCHOR, VALVE BOX, AND COVER	–COY STD NO. 5–065 –COY STD NO. 5–075
(29)	CONNECT NEW 12" WATERLINE TO EXISTING	
(30)	12" 90° BEND AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(31)	WATERMAIN BLOWOFF	–COY STD NO. 5–085

UTILITY DISCLAIMER

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In Maricopa County: (602) 263-1100

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CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com

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AVE D - WATER PLAN & PROFILE

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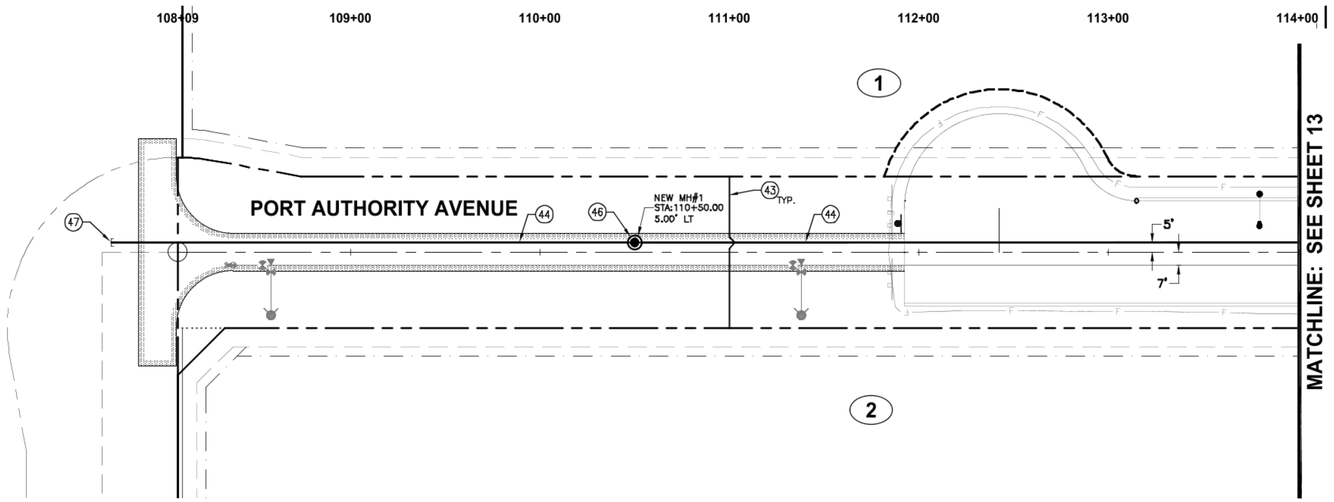
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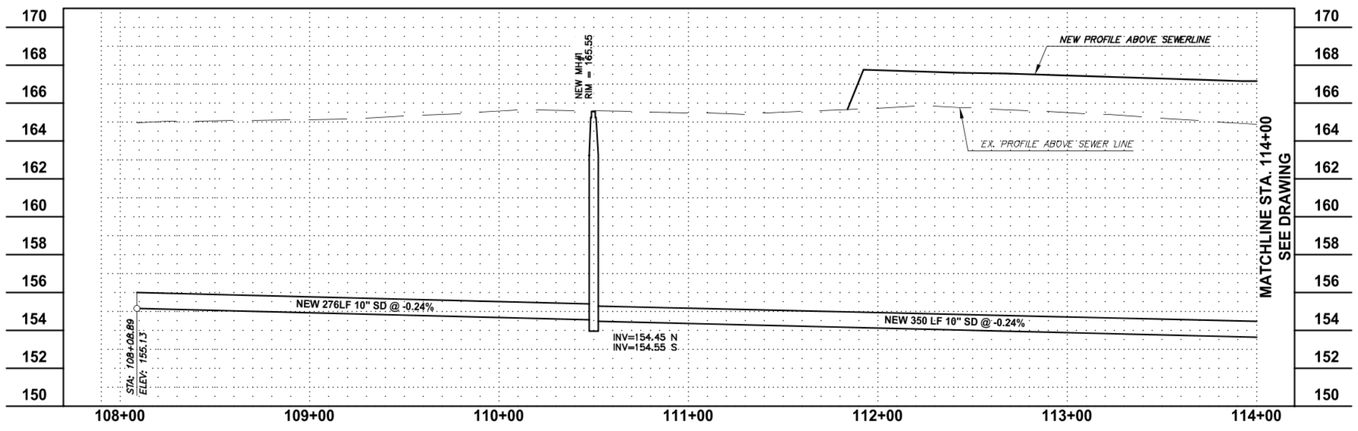
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SEWER SCHEDULE OF WORK

41	8" SDR 35 PVC SEWER LINE	-COY STD NO. 5-010
42	60" POLYMER MANHOLE	-COY STD NO. 6-080 -COY STD NO. 6-090
43	6" SEWER SERVICE (TYP. ALL LOTS)	-COY STD NO. 6-015 -COY STD NO. 5-015
44	10" SDR 35 PVC SEWER LINE	-COY STD NO. 5-010
45	8" WATER & SEWER CROSSING	-COY STD NO. 5-005
46	48" POLYMER MANHOLE	-COY STD NO. 6-080 (SIM.) -COY STD NO. 6-090
47	WATERTIGHT CAP	
48	ADJUST POLYMER MANHOLE TO FINAL GRADE	-COY STD NO. 6-080

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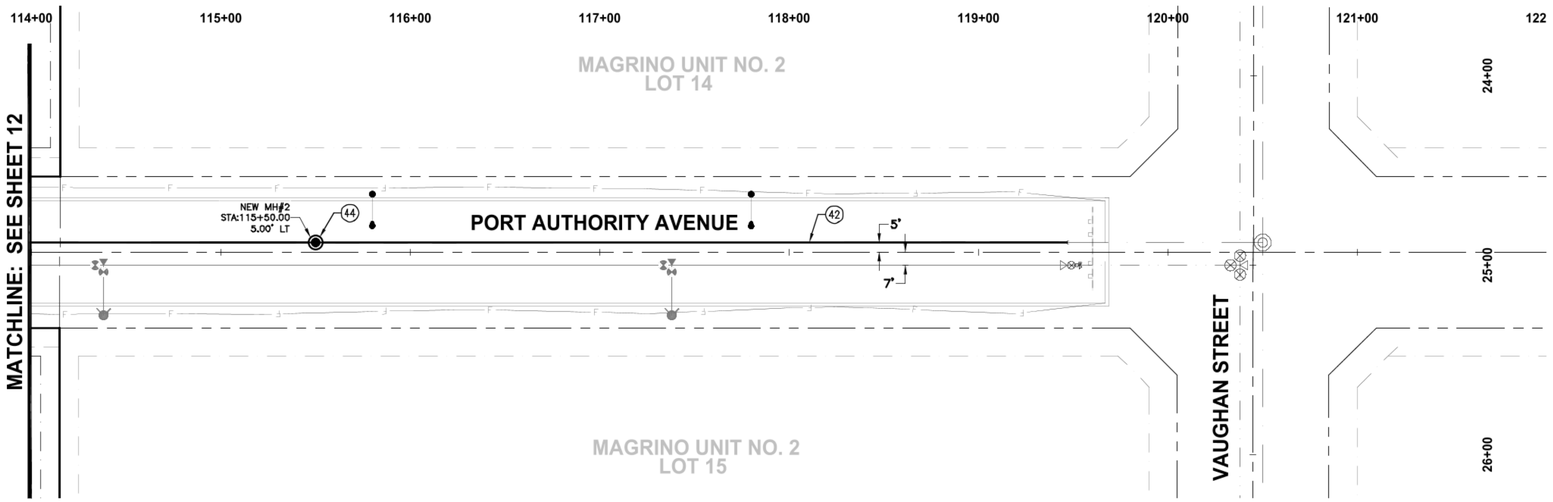
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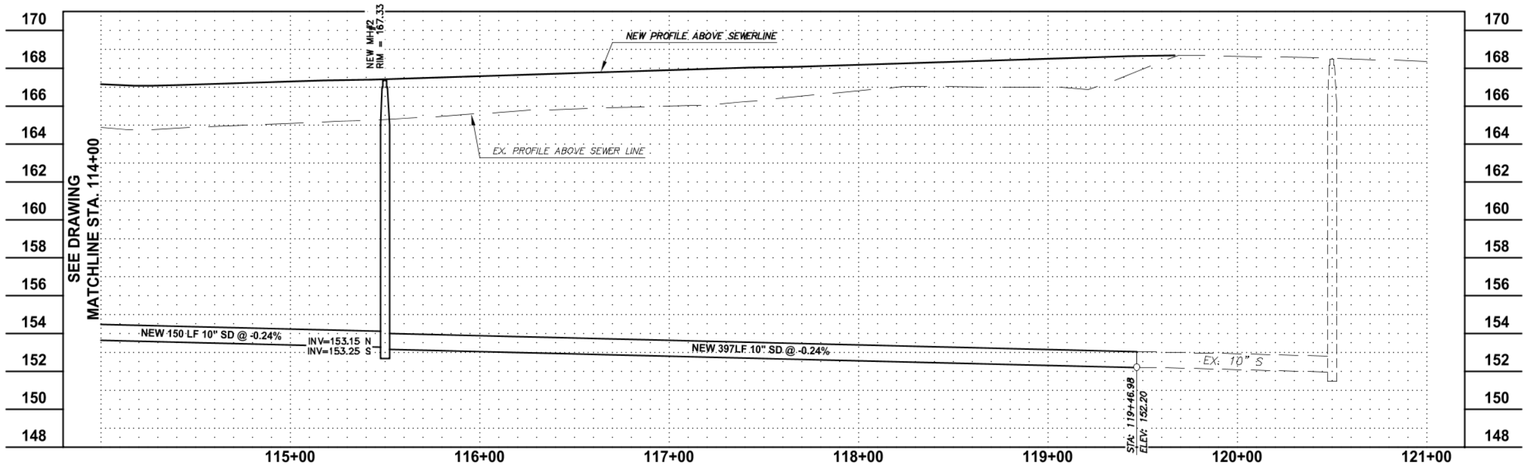
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47	WATERTIGHT CAP	
48	ADJUST POLYMER MANHOLE TO FINAL GRADE	-COY STD NO. 6-080

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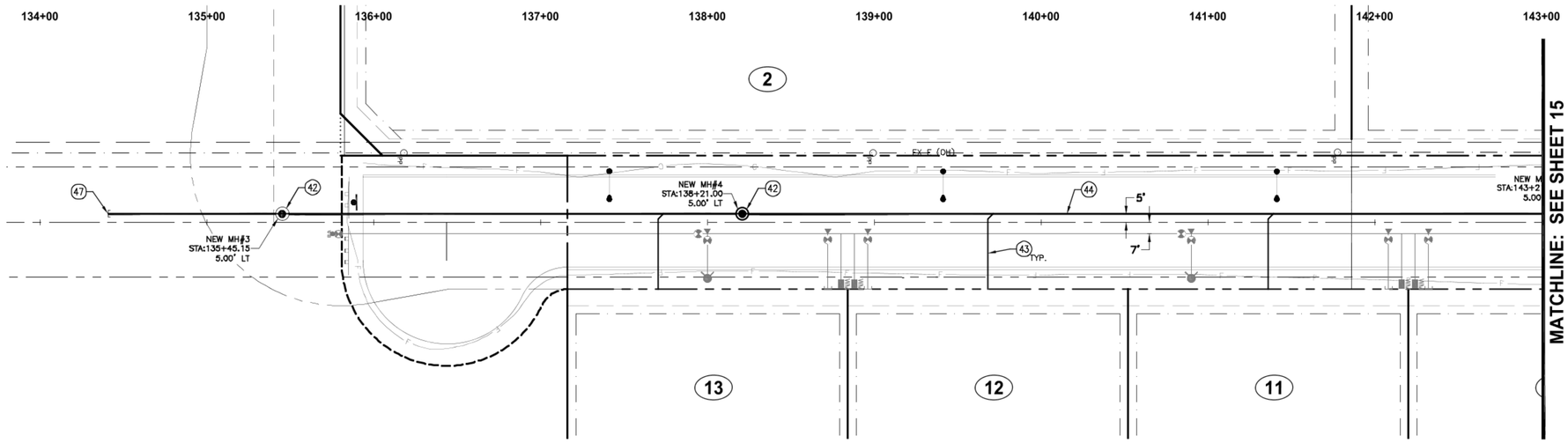
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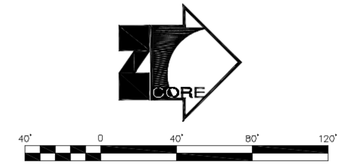
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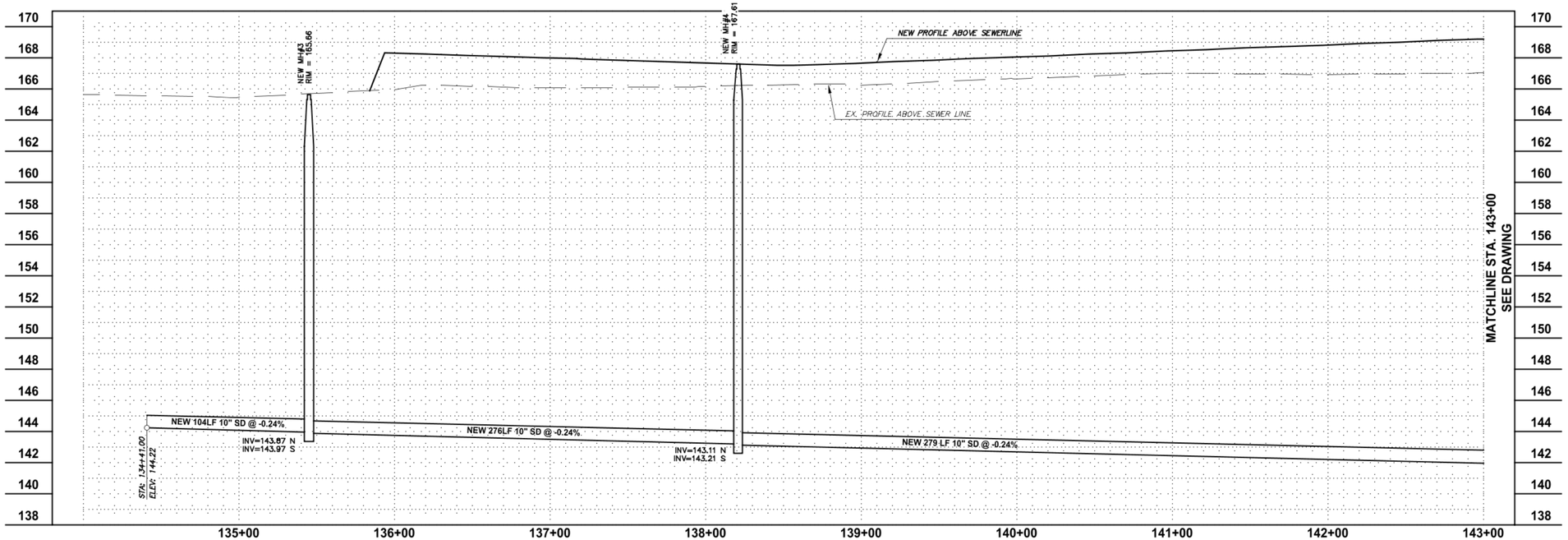
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SEWER SCHEDULE OF WORK

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(42)	60" POLYMER MANHOLE	–COY STD NO. 6–080 –COY STD NO. 6–090
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(44)	10" SDR 35 PVC SEWER LINE	–COY STD NO. 5–010
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(46)	48" POLYMER MANHOLE	–COY STD NO. 6–080 (SIM.) –COY STD NO. 6–090
(47)	WATERTIGHT CAP	
(48)	ADJUST POLYMER MANHOLE TO FINAL GRADE	–COY STD NO. 6–080



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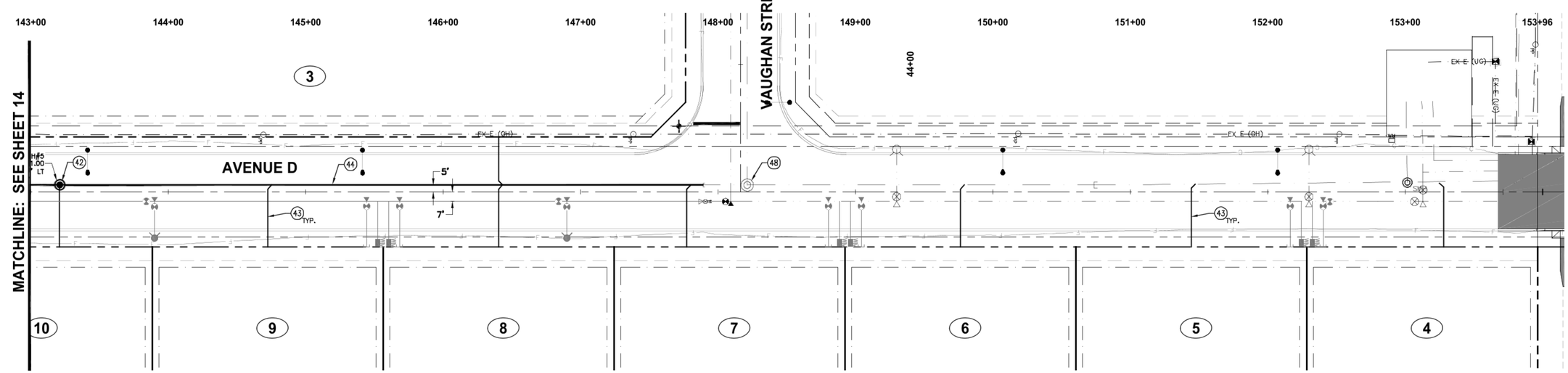
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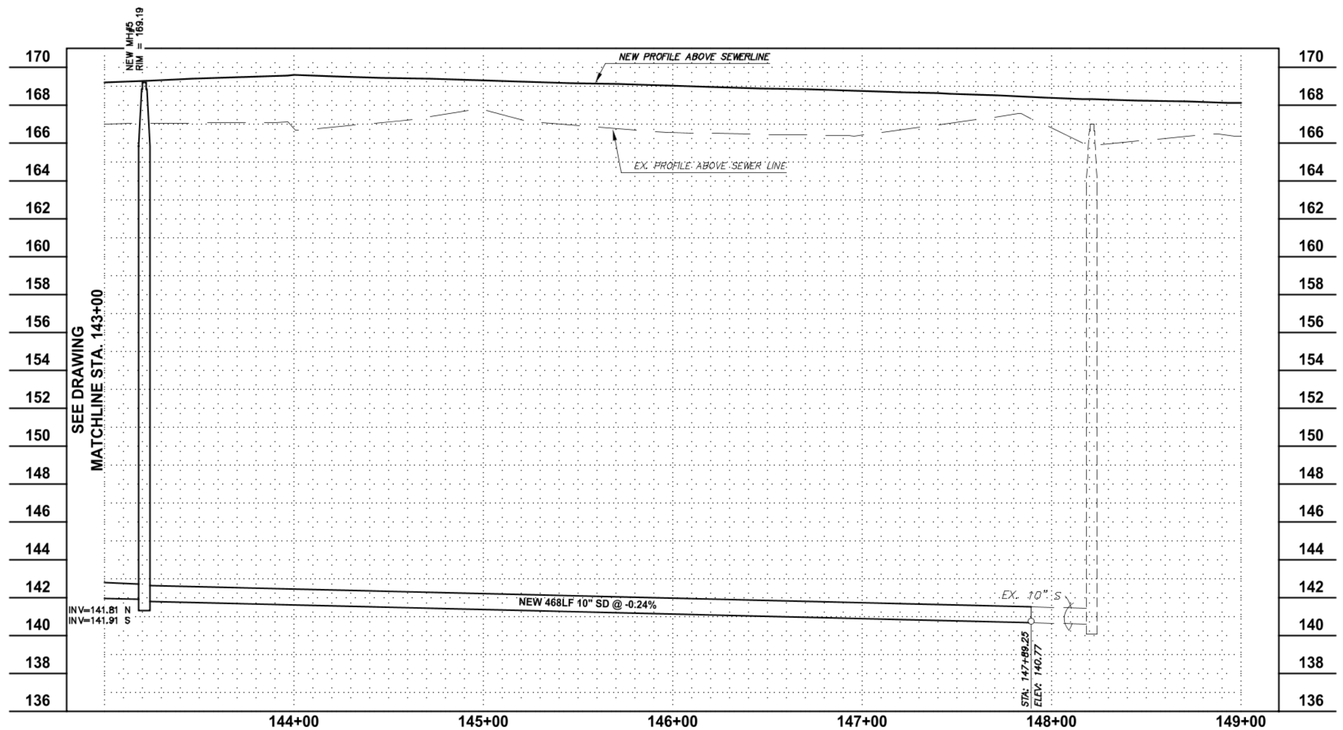
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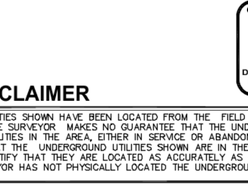
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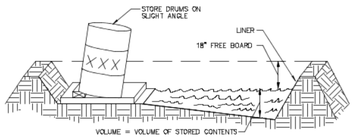
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LEGEND

- W/A — DESIGNATED WASHOUT AREA
- SCE — STABILIZED CONSTRUCTION ENTRANCE
- PSA — PROTECTED STORAGE AREA
- SILT FENCE
- PROJECT INFORMATION SIGN WITH AZCON AUTHORIZATION NUMBER

STORMWATER MANAGEMENT PLAN NOTES:

1. AFTER PERMITS HAVE BEEN OBTAINED & EROSION CONTROL MEASURES INSTALLED, THE CONTRACTOR SHALL ROUGH GRADE SITE.
2. CONTRACTOR SHALL PREVENT ANY SILTATION FROM ENTERING ANY STORM SEWER SYSTEM. ALL INLETS & INLET OPENINGS SHALL BE FULLY ENCIRCLED WITH INLET PROTECTION DURING AND AFTER CONSTRUCTION OF INLET.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
4. ALL EXPOSED AREAS SHALL BE SEEDED AS SPECIFIED, WITHIN 7 DAYS OF FINAL GRADING.
5. SHOULD CONSTRUCTION STOP FOR LONGER THAN 14 DAYS, THE SITE SHALL BE SEEDED AS SPECIFIED.
6. MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES ESPECIALLY BEFORE ANY PREDICTABLE RAIN.
7. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE. AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE. THIS PLAN IS INTENDED TO BE UPDATED BY A QUALIFIED PERSON AS CONSTRUCTION ACTIVITIES PROCEED. METHODS OF EROSION CONTROL SHALL BE TAKEN FROM "DRAINAGE DESIGN FOR MARICOPA COUNTY, ARIZONA, VOLUME III EROSION CONTROL".
8. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
9. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
10. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
11. ALL EXISTING STRUCTURES, FENCING, TREES, AND ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
12. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
13. CONTRACTOR TO IDENTIFY, ON PLAN, AREAS THAT HAVE REACHED FINAL STABILIZATION.
14. THE CONTRACTOR SHALL ADHERE TO THE SEQUENCE OF OPERATIONS FOR EROSION CONTROL IMPLEMENTATION HEREON. ANY DEVIATION FROM THIS SEQUENCE DEEMED NECESSARY BY THE CONTRACTOR SHALL BE APPROVED BY A QUALIFIED PERSONAL PERFORMING THE SITE SWPPP INSPECTIONS OR AS DESIGNATED IN SWPPP REPORT.
15. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH CONSTRUCTION ACTIVITIES RELATED TO EROSION CONTROL AS SHOWN OR NOTED HEREON, SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN IN THE SITE WORK SPECIFICATIONS, AS WELL AS THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM (AZPDES) PERMIT FOR THIS SITE, AND BECOME FAMILIAR WITH THEIR CONTENTS.
16. ALL WASH WATER SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN WASH WATER POLLUTANTS AND STORM RUNOFF DISCHARGED FROM THIS SITE.
17. OIL AND GREASE ABSORBING MATERIALS SHALL BE READILY AVAILABLE ONSITE AND SHALL BE PROMPTLY USED TO CONTAIN AND/OR CLEAN UP ALL FUEL OR CHEMICAL SPILLS OR LEAKS.
18. DUST CONTROL SHALL BE ACCOMPLISHED BY WATERING DRY, EXPOSED AREAS ON A REGULAR BASIS. SPRAYING OF PETROLEUM BASED OR TOXIC LIQUIDS FOR THIS IS PROHIBITED.
19. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR AT LEAST TWENTY-ONE DAYS SHALL BE TEMPORARILY SEEDED AND WATERED.
20. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE PERMANENTLY SEEDED WITHIN FOURTEEN DAY PER LANDSCAPING SPECIFICATIONS.
21. ALL VEHICLES SHALL BE CLEANED AT THE CONSTRUCTION EXIT POINTS ACCORDING TO NOTES SHOWN ON THE DETAIL THEREOF.
22. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ONTO ADJACENT ROADWAYS BY VEHICLES EXITING THE SITE SHALL BE CLEANED OR REMOVED IMMEDIATELY.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPT REMOVAL OF ALL ACCUMULATED SILT ALONG SITE PERIMETER.
24. SILT FENCES SHALL BE PLACED AROUND ANY STOCKPILES USED ON THIS SITE.
25. ANY ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO ENSURE COMPLIANCE WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRICTION GENERAL PERMIT REGULATIONS SHALL BE IMPLEMENTED BY THE CONTRACTOR, AT NO ADDITIONAL EXPENSE TO THE OWNER.
26. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE WITHIN THIRTY DAYS AFTER STABILIZATION OF ALL SURFACES.
27. THE CONTRACTOR SHALL ASSUME LIABILITY FOR DAMAGE TO ADJACENT PROPERTIES AND/OR PUBLIC RIGHT-OF-WAY RESULTING FROM FAILURE TO FULLY IMPLEMENT AND EXECUTE ALL EROSION CONTROL PROCEDURES SHOWN AND NOTED IN THESE PLANS.
28. WHENEVER DIRT, ROCK, OR OTHER MATERIALS ARE EXPORTED FOR USE OFF OF THE PRIMARY CONSTRUCTION SITE, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THAT STORM WATER PERMITTING REQUIREMENTS ARE MET. PRIOR TO ANY EXPORT OF MATERIALS, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH A WRITTEN AGREEMENT WITH ANY LANDOWNER WHO WILL RECEIVE EXPORTED MATERIALS, STATING THAT THE SITE WILL BE PROPERLY PERMITTED WHEN REQUIRED AND DESCRIBE THE EROSION CONTROL MEASURES WHICH WILL BE USED. AT A MINIMUM, EROSION CONTROL MEASURES MUST CONSIST OF PERIMETER CONTROLS (HAY BALES OR SILT FENCES) ON ALL DOWNSLOPES AND SIDESLOPE BOUNDARIES OF ANY DISTURBED AREA, PLUS PROVISIONS FOR REVEGETATION AFTER THE FILL MATERIALS ARE IN PLACE. SEE DRAINAGE DESIGN MANUAL FOR MARICOPA COUNTY, ARIZONA VOLUME III, EROSION CONTROL FOR METHODS OF STORM WATER CONTROL.
29. GRADED AREAS AROUND THE PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY SO THAT STORM WATER WILL REMAIN ONSITE.
30. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.



PROTECTED STORAGE AREA FOR CHEMICALS

PSA

NTS

SILT FENCE

SF

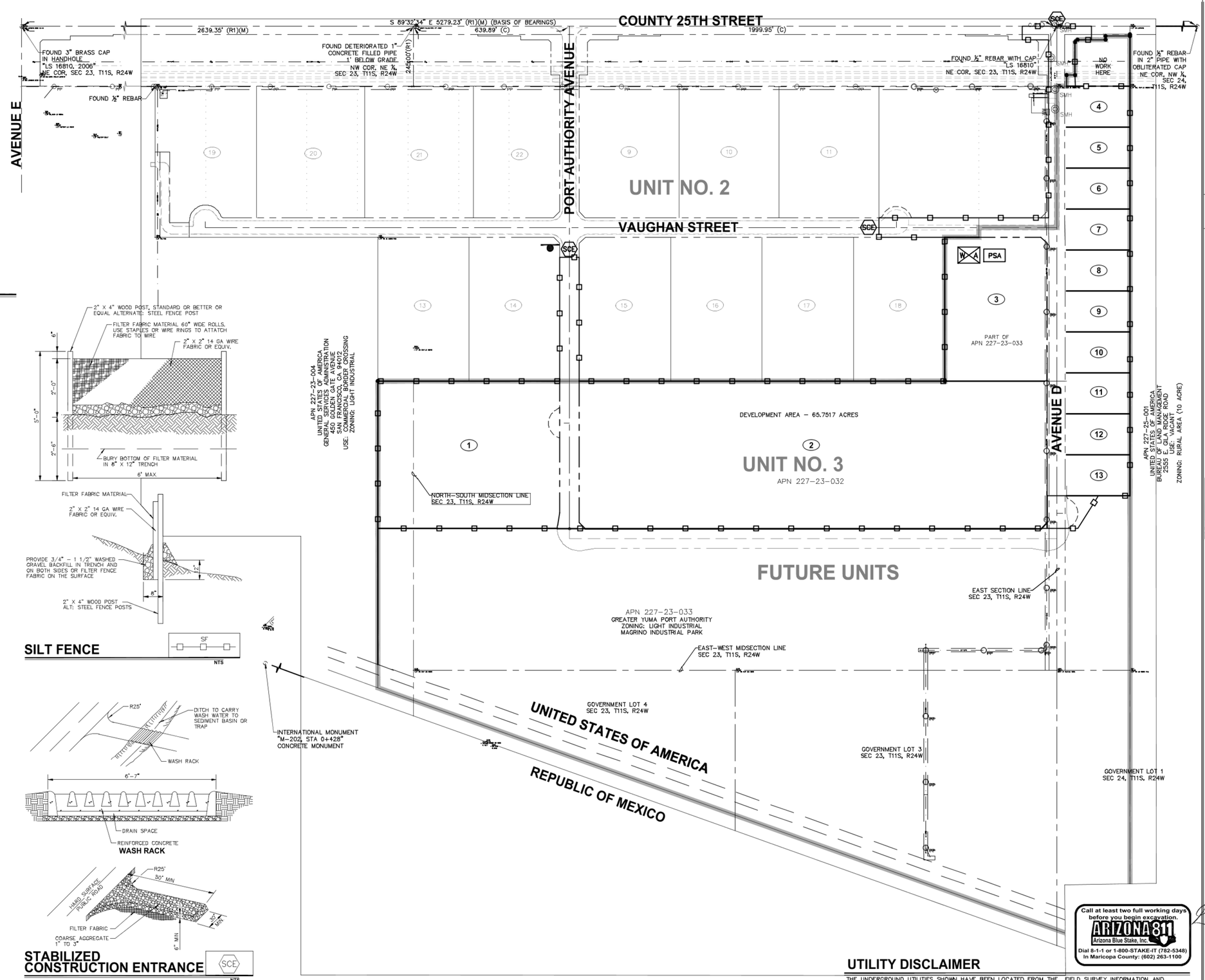
NTS

WASH RACK

STABILIZED CONSTRUCTION ENTRANCE

SCE

NTS



UTILITY DISCLAIMER

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM THE FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

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

DRAWING RECORD:

No.	DATE:	.

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

STORMWATER POLLUTION PREVENTION PLAN

THIS DRAWING AND THE DATA CONTAINED HEREON ARE THE PROPERTY OF CORE ENGINEERING GROUP, PLLC AND SHALL NOT BE USED, REPRODUCED OR TRANSFERRED, WITHOUT THE PRIOR EXPRESS CONSENT OF THE COMPANY, NOR SHALL ANY DATA OR INFORMATION CONTAINED HEREON BE USED IN A MANNER INCONSISTENT WITH THE PRIOR EXPRESS, WRITTEN AUTHORIZATION OF THE COMPANY.

Registered Professional Engineer (Civil) CERTIFICATE No. 32329 DOUGLAS J. NICHOLLS Date Signed 12-20-19 ARIZONA, U.S.A.

Date:	DEC. 2019
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.:	19-096

SHEET 16

Yuma 19 Proj - 2020s - 19-096 Magrino Industrial Park\Drawings\Plan Sheets\19-096 Sheet Files\19-096 SWPPP.dwg, " Core Engineering Group, PLLC"

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Greater Yuma EDC Regional Project Assessment System - Impact Summary

Operation of GYPA ESP Projects on San Luis

	Economic and Real Estate Impacts							Revenue Impacts	
Year	Employment	Personal Income	Output	Non-Residential Square Footage	Supported Population	Enrollment	Supported Households	Local Tax Revenues	State Tax Revenues
2020	111	$3,449,041	$9,061,155	193,069	264	55	70	$1,818,640	$1,426,548
Total:		$3,449,041	$9,061,155					$1,818,640	$1,426,548

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Greater Yuma EDC Regional Project Assessment System - Project Summary

For the Years: 2020

Jobs and Payroll	
New direct jobs created	91
New direct payroll	$2,830,282
Average payroll per employee	$31,102
Capital Investment	
Value of new construction	$24,000,000
Value of new equipment purchases	$7,500,000
Economic Impact*	
Total value economic impact	$9,061,155
Total new jobs supported	111
Total new payroll supported	$3,449,041
Household spending supported	$3,035,156
Construction Impact	
Total value construction impact	$29,055,541
Total new jobs supported	215
Total new payroll supported	$9,183,389
New Tax Revenue (direct and indirect)*	
Local Taxes	
Property	$481,911
Sales	$1,224,838
State Shared	$77,761
HURF	$34,131
State Taxes	
Sales	$1,353,475
Personal Income Tax	$73,073

*** Includes jobs, payroll, output and tax revenues of companies assisted by the Greater Yuma EDC as well as secondary impacts at other local businesses. Report includes only impacts created in 2020. Additional impacts will be generated in future years.**

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Greater Yuma EDC Regional Project Assessment System - Economic Impact by Type

Operation of GYPA ESP Projects on San Luis

Impact Type	Year	Employment	Personal Income	Output
Direct				
	2020	91	$2,830,282	$6,861,205
	Total:		$2,830,282	$6,861,205
Supplier				
	2020	13	$406,979	$1,162,977
	Total:		$406,979	$1,162,977
Consumer				
	2020	7	$211,780	$1,036,973
	Total:		$211,780	$1,036,973
Total				
	2020	111	$3,449,041	$9,061,155
	Total:		$3,449,041	$9,061,155

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Greater Yuma EDC Regional Project Assessment System
Demographic Impact by Type

Operation of GYPA ESP Projects in San Luis

Impact Type	Year	Employment	Supported Population	Grade School Population	High School Population	Supported Households
Direct						
	2020	91	216	34	10	57
	Total:					
Supplier						
	2020	13	32	5	2	8
	Total:					
Consumer						
	2020	7	16	3	1	4
	Total:					
Total						
	2020	111	264	42	13	70
	Total:					

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Total Household Spending Impact

GYPA ESP Projects

Spending Type	Year: 2020	Amount
Local Retail & Services		**$861,984**
Groceries		$251,918
Restaurants & Bars		$160,863
Personal Services		$24,281
Other Household Expenses		$36,422
Housekeeping Supplies		$39,457
Gas & Motor Oil		$163,898
Vehicle Repairs		$42,492
Drugs		$30,352
Medical Supplies		$6,070
Personal Care Products		$36,422
Tobacco Products		$18,211
Misc Services		$51,598
Regional Retail & Services		**$661,664**
Home repairs & maintenance		$69,809
Home furnisings & appliances		$97,125
Apparel & shoes		$109,266
New cars and trucks		$78,914
Used cars and trucks		$78,914
Other vehicles		$9,105
Medical services		$42,492
Entertainment fees & admission		$63,738
Audio visual equipment		$63,738
Pets, toys, hobbies		$48,562
Non-Site Based Expenditures		**$1,511,508**
Mortgage expenses		$230,672
Property taxes		$106,230
Housing rent		$206,391
Utilities		$221,566
Vehicle finance charges		$18,211
Vehicle insurance		$66,773
Vehicle licenses		$27,316
Public transportation		$30,352
Health insurance		$100,160
Life insurance		$18,211
Education		$63,738
Cash contributions		$103,195
Pensions		$318,691
TOTAL:		$3,035,156

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MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

GRANT AGREEMENT DETERMINATION

A.G. Contract No. P0012013003419 **(MPD Agreement No. GRT-20-0008022-T)**, an Agreement between public agencies, the State of Arizona and the City of San Luis has been reviewed pursuant to A.R.S. § 28-7281, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: January 21, 2021

MARK BRNOVICH
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/9232887

CERTIFICATE OF INSURANCE
DocuSign Envelope ID: 9904194C-0D3A-4F32-A04E-F9B4AE3BF0CC

ISSUE DATE
2/23/2021

ADMINISTRATOR

Southwest Risk Services
14902 North 73rd Street
Scottsdale, AZ 85260
(602) 996-8810

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A ARIZONA MUNICIPAL RISK RETENTION POOL

INSURED

City of San Luis
PO Box 1170

San Luis, Arizona 85349

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE OCCURRENCE	2000169-4	7/1/2020	7/1/2021	EACH WRONGFUL ACT PROD COMP/OPS AGGR GENERAL AGGREGATE PERSONAL & ADV INJURY FIRE DAMAGE(1 FIRE) MEDICAL EXP(1 PERSON)	$2,000,000 $2,000,000 $6,000,000 $2,000,000 $300,000 $5,000
A	AUTOMOBILE LIABILITY X ANY AUTO	2000169-4	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT	$2,000,000
A	EXCESS LIABILITY	2000170-4	7/1/2020	7/1/2021	EACH WRONGFUL ACT AGGREGATE	$3,000,000 $3,000,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	2000171-5	7/1/2020	7/1/2021	(EACH ACCIDENT) (DISEASE-POL LMT) (DISEASE-EACH EMP)	STATUTORY $1,000,000 $1,000,000 $1,000,000
A	OTHER	2000169-4	7/1/2020	7/1/2021		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

State of Arizona, ADOT and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees shall be named as additional insured's with respect to vicarious liability arising out of activities performed by or on behalf of the City/Town shown above as the Insured. This insurance if primary and subrogation against ADOT and the State of AZ is waived.

CERTIFICATE HOLDER

ADDITIONAL INSURED

State of Arizona
ADOT
1324 N 22nd Ave
Phoenix, Arizona 85009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED SIGNATURE

Edward A Bartel

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THIS ENDORSEMENT CHANGES THE COVERAGE AGREEMENT. PLEASE READ IT CAREFULLY.

ARIZONA MUNICIPAL RISK RETENTION POOL
ADDITIONAL COVERED ENTITY ENDORSEMENT

This endorsement modifies coverage provided under the following:

MUNICIPAL LIABILITY

Section V. is amended to include as a "member" any person or organization named as an Additional Member on a Certificate of Coverage on file with Southwest Risk Services, the designated administrator for the Arizona Municipal Risk Retention Pool, but only with respect to liability arising out of the operation, activity or specific contract shown.

Certificate Of Completion

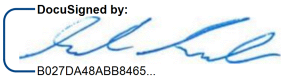
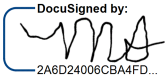
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Subject: Please DocuSign this Economic Strength Program (ESP) Agreement GRT-20-0008022-T
Source Envelope:
Document Pages: 67
Signatures: 4
Certificate Pages: 6
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Sally J. Palmer
206 S 17th Ave
Phoenix, AZ 85007
SPalmer@azdot.gov
IP Address: 64.207.219.137

Record Tracking

Status: Original
12/22/2020 8:08:41 AM
Holder: Sally J. Palmer
SPalmer@azdot.gov
Location: DocuSign

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure: Accepted: 12/22/2020 12:29:41 PM ID: d15db67a-81ed-4e05-9ac8-6edd1bf6fc5b		
Jenny Torres, Economic Development Manager Jtorres@sanluisaz.gov Security Level: Email, Account Authentication (None)	DS JTEDM Signature Adoption: Pre-selected Style Using IP Address: 64.183.172.98	Sent: 12/22/2020 12:32:27 PM Resent: 1/20/2021 7:56:25 AM Resent: 1/20/2021 8:06:26 AM Viewed: 1/21/2021 9:29:05 AM Signed: 1/21/2021 11:19:32 AM
Electronic Record and Signature Disclosure: Accepted: 1/21/2021 9:29:05 AM ID: 7ed93ee0-82e7-4be0-8bc7-46cb83f25db1		
AG Determination Processor trncontracts@azag.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 159.87.87.61	Sent: 1/21/2021 11:19:35 AM Viewed: 1/21/2021 12:39:20 PM Signed: 1/21/2021 2:20:21 PM
Electronic Record and Signature Disclosure: Accepted: 1/21/2021 12:39:20 PM ID: c0fdbc2b-7221-4f32-b0f1-b40bc073cd94		
Kay Marion Macuil, City Attorney Kmacuil@sanluisaz.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Kay Marion Macuil, City Attorney BDF4259B52B5410... Signature Adoption: Pre-selected Style Using IP Address: 64.183.172.98	Sent: 1/21/2021 2:20:24 PM Viewed: 1/31/2021 7:24:38 AM Signed: 1/31/2021 7:40:03 AM
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Signer Events	Signature	Timestamp
Gerardo Sanchez, Mayor Gsanchez@sanluisaz.gov Mayor Security Level: Email, Account Authentication (None)	DocuSigned by:  B027DA48ABB8465... Signature Adoption: Uploaded Signature Image Using IP Address: 64.183.172.98	Sent: 1/31/2021 7:40:05 AM Viewed: 2/4/2021 3:24:05 PM Signed: 2/4/2021 3:28:12 PM
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Maria Sabori, Risk Management Manager msabori@sanluisaz.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  2A6D24006CBA4FD... Signature Adoption: Drawn on Device Using IP Address: 64.183.172.98	Sent: 2/4/2021 3:28:16 PM Resent: 2/16/2021 9:01:22 AM Viewed: 2/22/2021 9:13:12 AM Signed: 2/23/2021 12:25:34 PM
Electronic Record and Signature Disclosure: Accepted: 2/22/2021 9:13:12 AM ID: a9fad93f-b62f-4525-8c22-9ca3c7252857		
Gregory Byres, Division Director GByres@azdot.gov Multimodal Division Dir ADOT Security Level: Email, Account Authentication (None)	DocuSigned by:  6E1FEBD8FEEF421... Signature Adoption: Pre-selected Style Using IP Address: 69.244.26.97	Sent: 2/23/2021 12:25:38 PM Viewed: 2/23/2021 12:27:15 PM Signed: 2/23/2021 12:27:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
MPDAuthorization mpdauthorization@azdot.gov Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 98.165.104.128	Sent: 2/23/2021 12:28:01 PM Viewed: 2/23/2021 2:48:05 PM Signed: 2/26/2021 2:39:09 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Monica Castro, Finance Director Mcastro@sanluisaz.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/26/2021 2:39:14 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/26/2021 2:39:09 PM
Completed	Security Checked	2/26/2021 2:39:14 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Dept of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Dept of Transportation:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Arizona Dept of Transportation of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Dept of Transportation
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify Arizona Dept of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Arizona Dept of Transportation during the course of my relationship with you.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. I.**

Meeting Date: 03/24/2021

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 414. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending, adding and renumbering sections of the San Luis City Code in Chapter 94, Titled "Parks and Recreation" under the Subchapter "Tobacco Products" to expand the prohibition on the use of tobacco products beyond city parks to city open public spaces, and designating areas to allow the use; repealing any conflicting provisions; providing for severability. **(Angelica Roldan, Assistant Director of Parks and Recreation)**

A. Action on Reading of Ordinance No. 414 by title only
(City Clerk to read the ordinance by title only)
B. Action and adoption of Ordinance No. 414

SUMMARY:

On September 9, 2015, the San Luis City Council passed Ordinance No. 341 after discussion and consideration of a request by the youth of San Luis that tobacco products be banned from city parks and that city staff would determine designated areas for smoking. This Ordinance expands the ban of the use of tobacco products to not just the city's parks but all the city's open public spaces, except in designated areas as determined by staff.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 414 BY TITLE ONLY
(City Clerk to read Ordinance No. 414 by title only)
B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 414.

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

Ordinance No. 414

Ordinance No. 341

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

No. 414

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING, ADDING AND RENUMBERING SECTIONS OF THE SAN LUIS CITY CODE IN CHAPTER 94, TITLED "PARKS AND RECREATION" UNDER THE SUBCHAPTER "TOBACCO PRODUCTS" TO EXPAND THE PROHIBITION ON THE USE OF TOBACCO PRODUCTS BEYOND CITY PARKS TO CITY OPEN PUBLIC SPACES, AND DESIGNATING AREAS TO ALLOW THE USE; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY.

WHEREAS, On September 9, 2015, the San Luis City Council passed Ordinance No. 341 after discussion and consideration of a request by the youth of San Luis that tobacco products be banned from city parks and that city staff would determine designated areas for SMOKING; and

WHEREAS, the City Council has determined that it is in the best interest of the public's health and safety to expand the ban of the use of tobacco products to not just the City's parks but all of the City's OPEN PUBLIC SPACES except in designated areas determined by staff;

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

Section 1. Section 94.20.010 is added to Chapter 94, Subchapter Tobacco Product to read:

§ 94.20.10 **DEFINITIONS**

For purposes of this subchapter, the following definition(s) shall apply unless the context clearly indicates or requires a different meaning.

PUBLIC OPEN SPACE or PUBLIC OPEN SPACES. All grounds in which the city permits recreational use and are either owned or maintained by the city. In particular City Parks, Recreational Facilities, Retention Basins, that are used for Recreational purposes, Parks and Recreation Department designated pathways and Bicycle ways.

SMOKING is defined as inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or product intended for inhalation, in any manner or in any form. ***"SMOKING"*** also includes the use of an electronic cigarette which creates a vapor, in any manner or in any form, or the use 3 of any oral ***SMOKING*** devise for the purpose of circumventing the prohibition of ***SMOKING*** in these regulations.

Section 2. Section 94.20 is renumbered 94.20.25 and amended to read:

§ 94.20.25 ***DESIGNATED AREAS FOR USE OF TOBACCO PRODUCTS AT PUBLIC OPEN SPACES.***

It shall be unlawful for any person or entity to use tobacco products at PUBLIC OPEN SPACES, including but not limited to PUBLIC OPEN SPACES, other than in areas specifically designated for use of such products. Areas in PUBLIC SPACES where the use of tobacco products is allowed shall be determined by the City staff and such areas will be indicated by the placement of signs where the use of tobacco products shall be allowed.

Section 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

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

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 341

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING TITLE IX, GENERAL REGULATIONS, CHAPTER 94, PARKS, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION 94.20, DESIGNATED AREAS FOR USE OF TOBACCO PRODUCTS AT CITY PARKS AND NEW SUBSECTION 94.99 (C) PENALTY FOR UNLAWFUL USE OF TOBACCO PRODUCTS AT CITY PARKS; AND PROVIDING FOR SEVERABILITY

WHEREAS, after discussion and consideration of a request by the youth of San Luis that tobacco products be banned from use in city parks, the Council has determined that it was in the best interest of the public's health and safety to ban the use of tobacco products at city parks, except in designated areas determined by staff.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of San Luis Arizona that Title IX, General Regulations, Chapter 94, Parks, of the Code of Ordinances of the City of San Luis, Arizona, is hereby amended as follows:

Section 1: That a new Section 94.20, Designated Areas for Use of Tobacco Products at City Parks, is hereby added to Chapter 94, Parks, Title IX, General Regulations, of the Code of Ordinances of the City of San Luis, Arizona, as follows:

94.20 Designated Areas for Use of Tobacco Products at City Parks

It shall be unlawful for any person or entity to use tobacco products at city parks other than in areas specifically designated for use of such products. Areas in city parks where the use of tobacco products is allowed shall be determined by staff and such areas will be indicated by the placement of signs where the use of tobacco products shall be allowed.

Section 2: That a new subsection 94.99 (C) creating a penalty for unlawful use of tobacco products is hereby added to Chapter 94, Parks, Title IX, General Regulations, Section 94.99 Penalty, of the Code of Ordinances of the City of San Luis, Arizona, as follows:

(C) *Tobacco products.* A person who violates §94.20 of this chapter is responsible for a civil offense punishable pursuant to §10.99. Each day a violation continues shall be a separate offense punishable as heretofore described.

Section 2: That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 9th day of September, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM

Kay Marian Macy

for Glenn Gimbut, City Attorney