NOTICE OF SPECIAL COUNCIL MEETING

In accordance with §38-431.01 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 Special City Council meeting at 6:30 p.m., Wednesday, March 17, 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, 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 ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:30 p.m., el día Miercoles, 17 de Marzo del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED ON 3/16/2021

AGENDA
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
March 17, 2021
6:30 p.m.

The March 17, 2021, Special 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 especial del Cabildo del 17 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 de 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 a 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).

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Discussion and possible action on any and all matters regarding the acceptance and approval for the filing of the Comprehensive Annual Financial Report for the City of San Luis, Fiscal Year Ended June 30, 2020. **(Monica Castro, Director of Finance and Heinfeld, Meech & Co., P.C.)**

3. B. Discussion and possible action on any and all matters regarding authorization for a budget transfer to have budget authority to spend the Arizona Department of Transportation Grant awarded. **(Jenny Torres, Economic Development Manager)**

3. C. Discussion and possible action on any and all matters regarding a contract with Core Engineering Group, PLLC., for construction inspection and administration services for Magrino Subdivision Unit 3, Base Phase Improvement Project, contract funded by Greater Yuma Port Authority. **(Jenny Torres, Economic Development Manager)**

3. D. Discussion and possible action on any and all matters regarding the award of a contract to Don Peterson Engineering, Inc., for the construction of the Magrino Industrial Park Unit III, base phase roadway improvements project. **(Jenny Torres, Economic Development Manager)**

4. ADJOURNMENT

AGENDA ITEM REVIEW FORM

Special City Council Meeting **3. A.**

Meeting Date: 03/17/2021

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Roula Encinas, Accountant, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance and approval for the filing of the Comprehensive Annual Financial Report for the City of San Luis, Fiscal Year Ended June 30, 2020. **(Monica Castro, Director of Finance and Heinfeld, Meech & Co., P.C.)**

SUMMARY:

The Comprehensive Annual Financial Report (CAFR) is an audit of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the city as of and for the year ended June 30, 2020 (CAFR 2020). The audit was conducted in accordance with auditing standards generally accepted in the United States of America and was performed for the purpose of complying with A.R.S. § 9-481. The report is available online.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT AND APPROVE THE FILING OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE CITY OF SAN LUIS FOR THE FISCAL YEAR ENDED JUNE 30, 2020.

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):

There is no fiscal impact associated with this item.

Attachments

CAFR FY2020

COMPREHENSIVE ANNUAL FINANCIAL REPORT







FOR FISCAL YEAR ENDED
ON JUNE 30 2020

CITY OF SAN LUIS, ARIZONA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the fiscal year ended
June 30, 2020

Prepared by:
Department of Finance

CITY OF SAN LUIS, ARIZONA
Comprehensive Annual Financial Report
for the Fiscal Year Ended June 30, 2020

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CITY OF SAN LUIS, AZ
INC. 1979

INTRODUCTORY SECTION


CITY OF SAN LUIS, AZ
INC. 1979

REPORT DATE

Honorable Mayor, City Council, City Manager and Citizens of the City of San Luis, Arizona:

I am pleased to present the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2020. Laws of the State of Arizona require that all local governments publish a complete set of audited financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of the City of San Luis for the fiscal year ended June 30, 2020.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive frame-work of internal control that it has established for this purpose. The internal control framework is designed both to protect the government's assets from loss, theft or misuse and to allow the compilation of sufficient reliable information for the preparation of financial statements. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. We believe the data, as presented in this report, is accurate in all material respects and is presented in a manner which fairly sets forth the financial position and results of operations of the City on both a city-wide and fund basis. Furthermore, we believe that all disclosures necessary to enable the reader to gain an understanding of the City's financial activity and financial stability have been included.

The basic financial statements and related notes have been audited by an independent firm of certified public accountants, Heinfeld, Meech & Co., P.C., whose report is included herein. As stated in the independent auditors' report, the goal of the independent audit was to provide reasonable assurance that the financial statements are free from material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the financial statements of the City of San Luis, Arizona for the fiscal year ended June 30, 2020, are fairly presented, in all material respects, in conformity with GAAP. The independent auditors' report is located at the front of the financial section of this report.

The independent audit of the financial statements of San Luis is usually part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the government's internal controls and compliance with legal requirements. A grant reform that increased single-audit threshold, changed audit rules for fiscal years beginning on or after January 1, 2015. As a result of the new rules, the City was required to undergo a single-audit due to the expended amounts that exceeded the $750,000 margin in federal dollars during the audited year. In addition, the City is required to make records available for review or audit by appropriate officials of the federal agencies and the U.S. Government Accountability Office.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor’s and provides an introduction, overview, and analysis of the basic financial statements. The discussion and analysis that complements this letter of transmittal should be read in combination with it.

Profile of the Government

The City of San Luis, incorporated in 1979, is located in the southwestern corner of Arizona immediately adjacent to both Mexico and California and occupies 30 squares miles. The City of San Luis is empowered by state statute to extend its corporate limits by annexation, which it has done from time to time. Policy-making and legislative authority are vested in a governing council (Council) consisting of the Mayor and six Council Members, all elected on a non-partisan basis, and serve overlapping four year terms. The City Council is responsible for passing ordinances, adopting the budget, appointing committee, commission, and board members, and appointing the positions of City Manager, City Attorney, Magistrate and Fire/Police Chiefs. The City Manager is responsible for carrying out the policies and ordinances of the City Council, as well as overseeing the day-to-day operations of the City.

Between the 2000 census and the 2010 census the City’s population increased by over 66.46 percent, from approximately 15,400 to approximately 25,500. The estimated current population is approximately 39,000 increasing 53% from 2010 to 2020. Based on current projections, population growth trends are expected to continue, at the same pace. While having a positive impact, this growth will continue to present challenges to the City in providing its current high level of services.

The City provides a full range of municipal services, including police and fire protection, solid waste services, water and sewer services, construction and maintenance of streets, recreational and cultural activities, planning and zoning services, and general administrative services. San Luis offers a wide range of community facilities including one gym, one cultural center, one senior center, one youth center, one activity center, one swimming pool, and 5 parks encompassing 60 acres.

This report includes financial statements on both a government-wide and a fund basis for the primary government as well as its component units. Component units are separate legal entities included in the reporting entity due to the significance of their financial or operational relationship with the City. Criteria used by the City for inclusion of activities in preparing its financial statements are in conformity with GASB Statement No.14, "*The Financial Reporting Entity".* Blended component units, although legally separate entities, are, in substance, part of the primary government's operations and are included as part of the primary government. Accordingly, the financial reporting entity consists of the City and two blended component units, the San Luis Community Facilities District and the San Luis Employees' Self Insurance Health Fund as discussed further in Note 1.A of the notes to the financial statements.

Financial information

Internal Control: Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse and to ensure that adequate accounting information is compiled to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept or reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived and (2) the evaluation of costs and benefits requires estimates and judgments by management

Budget Control: The City of San Luis, like all cities in the State of Arizona, is subject to numerous budget and related legal requirements. Article IX, Section 20 (1) of the Arizona Constitution sets limits on the City's legal budget capacity. The city's expenditure limitation for fiscal year 2020 is $48 million.

The annual operating budget which is adopted by ordinance each fiscal year serves as the base for the City's financial planning and control. Budgets are developed on a departmental basis by expenditure function within a fund. The budgets display all of the City's financial operations including funding for one corporation outside the City's organizational structure. The Council adopted a Strategic Plan for San Luis, and in order to implement the Strategic Plan, each department and intergovernmental agency receiving City funds was asked to address the strategies in its requested budget documents. The City Manager submits the annual balanced budget to City Council before June each year. A public hearing on the budget is held in the middle of June with an expected budget adoption by June 30 The City is required to publish specific information, notices, and hold public hearings as defined by state statute. After all these requirements are met, the City may adopt the budget by August 15 or soon thereafter.

Economic Condition of City of San Luis, Arizona

Local Economy

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City operates. The City of San Luis has a diverse local economy built on retail trade, agriculture, real estate development and manufacturing. San Luis plays a significant role as a gateway for imports and exports to and from Mexico.

Agriculture

City of San Luis is an agriculture community contributing a portion of the Yuma County $2.3 billion agriculture industry and providing 90% of the US vegetables consumed by the US. Since the agricultural season ended before the pandemic hit the hardest in the community; it is difficult to predict the effect COVID 19 would present for the agriculture sector; however, negative effects can be expected to be seen in 2021.

Real estate development

Despite the negative impacts of the pandemic, new residential development continues to progress. The real estate sector continues to experience substantial interest in development with new subdivisions creating approximately 600 new residential lots and issuing approximately 300 new residential building permits per year.

Significant investments were made in the commercial and industrial development including a $35 million medical mall completed along with a $4 million warehousing facility. COVID 19 has delayed some of the projects that were in the pipeline which included a fast food restaurant, a gym facility, an expansion and remodeling of four restaurants, a construction of a new gas station, an expansion of two school facilities and the development of a hotel.

Business and sales tax

City of San Luis' largest revenue source for FY 2020 is sales tax revenue, totaling $14.1 million. Sales tax is generated from a variety of business categories including food stores, retail stores, restaurants, construction, and utilities. The City also receives a share of sales tax generated from the State of Arizona's (State) applied tax rate, and from the City's own applied tax rate.

Because the shutdown of business due to COVID 19 occurred during the last quarter of FY 2020, the City was able to realize an increase in sales tax revenue when compared to last year. The City expects a reduction in sales tax revenues in the next years, when compared to FY 2020, due to lingering effects of COVID 19 in the economy.

Other factors

Another significant economic factor in the City is the state prison that provides employment to more than 900 professional and staff. In addition, since San Luis is a border/US Port of entry, the U.S. Government departments of INS, Customs and U.S. Marshall Prison facilities provide hundreds of jobs stationed in San Luis.

San Luis I Port of Entry is also an important economic player in San Luis economy. The federal government allocated $148 million in the presidential budget for the modernization of our port of entry proposing to double vehicle and pedestrians lanes. The port of entry process 8-million border crossers daily. Due to the pandemic, in San Luis, we had a reduction of 393,000 less pedestrians and a reduction of 1.2 million vehicles. The Mexican shopper contributes approximately 70% of the sales tax in San Luis.

The City continues to face many important growth issues, in addition to the challenges this pandemic has presented. Its citizens and municipal government are committed to create a sustainable economy that will increase the quality of life for its residents, and to find solutions for the future.

Long-Term Financial Planning

The budget process guides the City's financial planning process. This process includes the annual budget that each department presents for review followed by acceptance reductions or additions depending on revenue and expenditure forecasts. Needless to say that the budget process includes input from City Council, the City Manager and citizens and includes community budget hearings. The City Council formally adopts the budget for the following year by the end of June.

It is customary for the water, wastewater and sanitation funds to initiate bi-annually a review of existing rate study that extends over a ten-year financial forecast in order to determine the long-term funding availability. The City Council reviews the updated financial plans and the associated rates necessary to support the enterprise funds and their capital projects.

Certificates of Achievements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to San Luis for its CAFR for the fiscal year that ended June 30, 2019.

The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standard for preparation of state and local government financial reports. In order to be awarded a Certificate of Achievement, a governmental unit must publish an easily readable and efficiently organized CAFR, with contents conforming to program standards. Such CAFR must satisfy both generally accepted accounting principles and applicable legal requirements.

A certificate of Achievement is valid for a period of one year only. The City has received a Certificate of Achievement for seven consecutive years. We believe that our current CAFR continues to conform to the Certificate of Achievement program requirements and we are submitting it to the GFOA.

Acknowledgements

The preparation of this Comprehensive Annual Financial Report would not have been possible without the efficient and dedicated services of the staff of the Finance Department as well as the excellent cooperation and assistance of other City employees who contributed to its preparation. Sincere appreciation also must be given to the Mayor and the governing Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of San Luis' finances. We also wish to thank the City's Independent Auditors, Heinfeld, Meech & Co., P.C., for their assistance in matters pertaining to the financial affairs of the City.

Respectfully submitted,



Monica Castro
Director of Finance

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of San Luis
Arizona

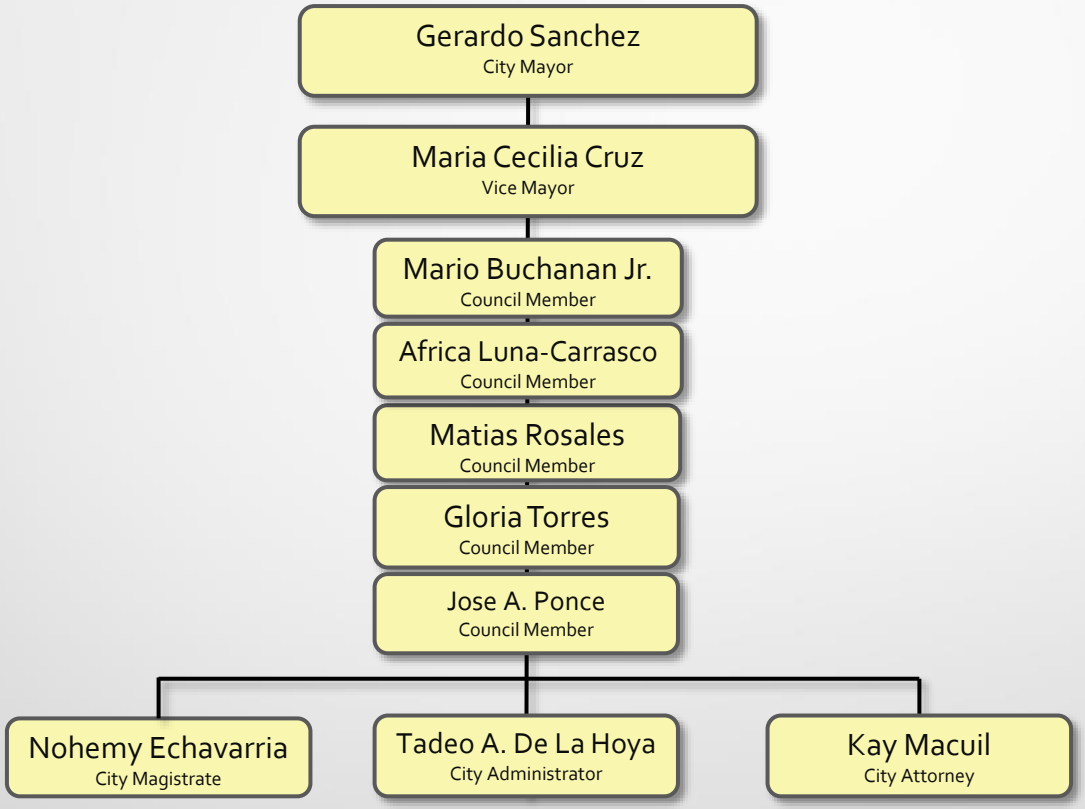
For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

Christopher P. Morrill

Executive Director/CEO

CITY COUNCIL



Elected officials

As of June 30, 2020

Gerardo Sanchez
Mayor

Matias Rosales
Councilmember
Africa L. Carrasco
Councilmember
Gloria Torres
Councilmember

Maria Cecelia Cruz
Vice Mayor
Mario Buchanan
Councilmember
Jose Ponce
Councilmember

Appointed officials

Tadeo De La Hoya
City Manager

Attorney	*Kay Macuil*
City Clerk	*Sonia Cornelio*
Economic Development Manager	*Jenny Torres*
Director of Parks and Recreation	*Lizandro Galaviz*
Director of Finance	*Monica Castro*
Fire Chief	*Angel Ramirez*
Police Chief	*Richard Jessup*
Director of Human Resources	*Sondra Matthews*
Information Technology Manager	*Derek Duenas*
Magistrate	*Nohemy Echavarria*
Director of Planning & Zoning	*Jose Guzman*
Risk & Property Manager	*Maria Sabori*
Senior Services Director	*Aracely DeLaHoya*
Billing and Collection Manager	*Jorge Perez*

FINANCIAL SECTION


CITY OF SAN LUIS, AZ
INC. 1979

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor, and Members of the City Council
City of San Luis, Arizona

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, the discretely presented component unit, the aggregate remaining fund information and the respective budgetary comparisons for the General Fund and the Highway Users Fund of City of San Luis, Arizona (the City), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, the discretely presented component unit, and the aggregate remaining fund information of the City of San Luis, Arizona, as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the General Fund and the Highway Users Fund, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, and net pension liability information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, Combining and Individual Fund Financial Statements and Schedules, and Statistical Section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining and Individual Fund Financial Statements and Schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Financial Statements and Schedules information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The Introductory Section and Statistical Section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 29, 2020, on our consideration of the City of San Luis, Arizona's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of San Luis, Arizona's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of San Luis, Arizona's internal control over financial reporting and compliance.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Phoenix, Arizona
December 29, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

(Required Supplementary Information)


CITY OF SAN LUIS, AZ
INC. 1979

As management of the City of San Luis, Arizona (City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2020. The management's discussion and analysis is presented as required supplementary information to supplement the basic financial statements. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in the basic financial statements, which follow this discussion and analysis.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded the liabilities and deferred inflows at the close of the fiscal year by $96.4 million.

- The City's net position of governmental activities increased approximately $8.3 million to $63.3 million and business-type activities increased $3.8 million to $33.2 million representing 66 percent and 34 percent, respectively, of the total net position of $96.4 million.

- As of the close of the fiscal year the City's governmental funds reported combined ending fund balances of $24.8 million, an increase of $6.3 million over the prior year. Approximately 18 percent of this amount, or $4.8 million, is restricted or non-spendable.

- At the end of the current fiscal year, unassigned fund balance for the general fund was $20.1 million, or 117 percent of total general fund expenditures for the fiscal year.

- General revenues from governmental activities accounted for $20.6 million in revenues or 62 percent of all revenues from governmental activities. Program specific revenues in the form of charges for services and grants and contributions accounted for $12.6 million or 38 percent of total governmental activities. The City had $14.4 million of program revenues related to business-type activities.

- The City had $24.5 million in expenses related to governmental activities; of which $12.6 million of these expenses were offset by program specific charges for services or grants and contributions. General revenues of $20.6 million were adequate to provide for the costs of these programs. The City had $11.2 million in expenses related to business-type activities that were offset by program specific charges for services or capital grants and contributions.

- Among major governmental funds, the general fund had $23.4 million in revenues, which primarily consisted of taxes, licenses and permits, fines and forfeitures, intergovernmental, and rental revenues. The total expenditures of the general fund were $17.2 million. The general fund's fund balance increased from $15.3 million to $20.1 million. The highway users fund had revenues of $3.7 million, which consisted primarily of intergovernmental revenues, and expenditures of $3.1 million.

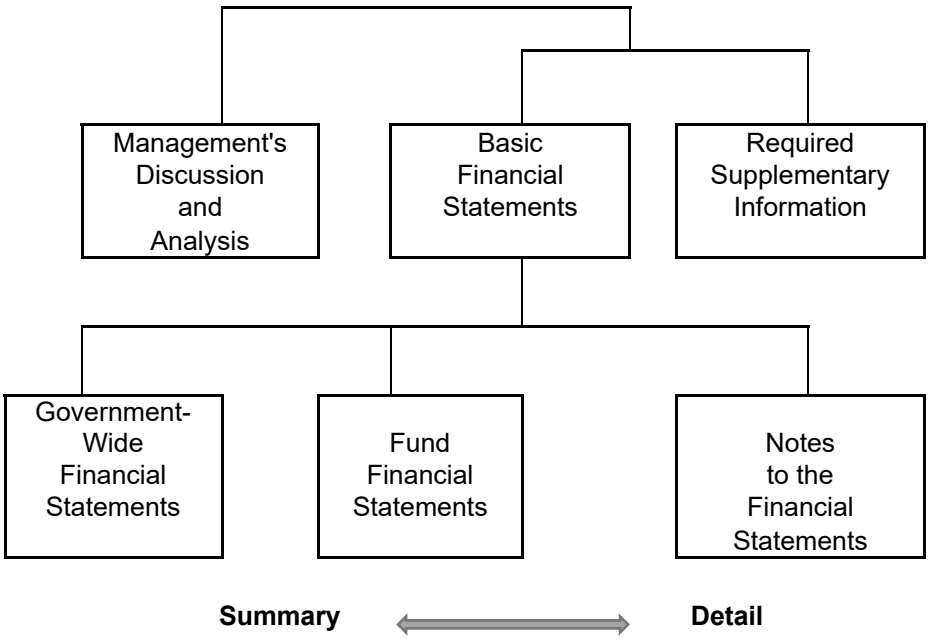
- The City's total long-term liabilities decreased from $64.7 million to $64.5 million during the current fiscal year. This increase was due to the growth in the City's net pension liabilities.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements (see Figure 1). In addition to the basic financial statements, this report contains other supplemental information that will enhance the reader's understanding of the fiscal condition of the City.

The following diagram shows how the required components of this comprehensive annual financial report are arranged and relate to one another.

Figure 1: *Required Components of Annual Financial Report*



Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a financial statement of a private-sector business. These statements are prepared under the full-accrual basis of accounting where all the current year's revenues and expenses are included regardless of when cash is received or paid. The government-wide statements provide short and long-term information about the City's financial status as a whole. These two statements report the City's net position and how they have changed. The statement of net position and the statement of activities help to determine if the City is in a better financial position as a result of the current year's activities.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

The *statement of net position* reflects the City's net position at the end of the fiscal year. The net position of the City are the difference between total assets and deferred outflows of resources and total liabilities and deferred inflows of resources. Measuring net position is one way to evaluate the City's financial condition.

The *statement of activities* presents information showing how the City's net position changed during the recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing or related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

In the government-wide financial statements the City's activities are presented in the following three categories:

- ***Governmental activities*** – Most of the City's basic services are included here, such as general government, public safety, health and welfare, culture and recreation, community development, and public works and streets. Sales taxes, intergovernmental, licenses and permits, and fines and forfeitures revenue finance most of these activities.

- ***Business-type activities*** – The services provided by the City included here are water, wastewater, business center, sanitation, ambulance services, and business incubator. The services are financed through user fees and charges.

- ***Discretely presented component unit*** – The City includes the activities of another entity in its report – The San Luis Facility Development Corporation, which owns the Detention Facility. Although legally separate, the "component unit" is required to be included for fair presentation in conformity with Generally Accepted Accounting Principles. Financial information for the component unit is reported separately from the financial information for the primary government.

Fund Financial Statements. The fund financial statements provide a more detailed look at the City's most significant activities. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds, and proprietary funds.

- **Governmental funds.** Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for *governmental* activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in funds balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains 9 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the general, highway users and debt service funds, all of which are considered to be major funds. Data from the other 6 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements and schedules in the other supplementary information section presented immediately following the notes to the financial statements.

- **Proprietary funds.** The City has two types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses separate enterprise funds to account for its water, wastewater, business center, sanitation, ambulance and business incubator, all five of which are presented as major funds of the City. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. *Internal Service Funds* are an accounting device used to accumulate and allocate costs internally among the functions of the City. The City uses an internal service fund to account for its self-insurance programs. Because this operation benefits predominantly governmental rather than business-type activities, the internal service fund has been included with the governmental activities in the government-wide financial statements.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also includes certain *required supplementary information* concerning the City's progress in funding its obligation to provide pension benefits to its employees, Public Safety employees, and elected officials. Required supplementary information can be found immediately following the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

As noted previously, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, (see figure 2) assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $96.4 million as of June 30, 2020. By far the largest portion of the City's net position (68 percent) reflects its net investment in capital assets (e.g., land, construction in progress, buildings and improvements, machinery and equipment, and infrastructure); less any related debt still outstanding, that was used to acquire those assets. The City uses these capital assets to provide services to its citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion 11 percent of the City's net position, 10.3 million at June 30, 2020 represents resources that are subject to external restrictions on how they may be used. Unrestricted net position, 21 percent at June 30, 2020, may be used to meet the government's ongoing obligations to its citizens and creditors.

The following table presents a summary of the City's net position for the fiscal years ended June 30, 2020 and 2019.

Figure 2	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	$33,557,490	$24,354,335	$17,967,601	$14,562,100	$51,525,091	$38,916,435
Capital assets, net	59,325,031	68,762,018	51,561,576	52,902,683	110,886,607	121,664,701
Total Assets	92,882,521	93,118,372	69,529,177	67,464,783	162,411,698	160,581,136
Total Deferred Outflow of Resources	4,228,570	3,205,666	1,569,557	1,596,916	5,798,127	4,802,582
Long-term liabilities	28,906,743	26,393,735	35,598,982	35,434,299	64,505,725	61,828,034
Other liabilities	3,147,449	3,832,984	1,748,986	3,493,279	4,896,435	7,326,263
Total Liabilities	32,054,192	30,226,719	37,347,968	38,927,578	69,402,160	69,154,297
Total Deferred Inflow of Resources	1,782,203	2,756,139	580,669	724,464	2,362,872	3,480,603
Net Position						
Net investment in capital assets	44,991,467	52,027,709	20,134,312	19,200,217	65,125,779	71,227,926
Restricted	8,680,843	6,287,051	1,585,473	978,691	10,266,316	7,265,742
Unrestricted	9,602,386	5,024,402	11,450,312	9,230,749	21,052,698	14,255,151
Total net position	$63,274,696	$63,339,162	$33,170,097	$29,409,657	$96,444,793	$92,748,819

GOVERNMENT-WIDE FINANCIAL STATEMENTS (CONTINUED)

Changes in net position

Governmental Activities: Net position in governmental activities saw an increase of $8.3 million. The reasons for this change can be summarized as follows:

- Program revenues covered 51 percent of total governmental expenses, decreasing from 63 percent from last year to 51 percent. This is a 12 percent decrease in total governmental expense coverage. Overall, revenues exceeded expenses resulting in the increase in net position.

- Program revenues totaled $12.6 million, which was a decrease of $1.3 million from the previous year. Due primarily to a 34 percent decrease in charges for services, a 90 percent increase in operating grants and a 27 percent decrease in capital grants. These decreases reflect the ongoing disruption experienced locally and nationally due to the COVID-19 pandemic.

- General revenues are used to support program activities citywide. Total general revenues increased from the prior year by $ 1.5 million totaling $20.6 million. This amounts to an overall increase in total revenue of less than one percent.

- Expenses totaled $24.5 million, a 12 percent increase compared to the previous year. This increase was the result of primarily two items. First, the City recognized a larger pension expense than in the prior year for all pension plans. Second, depreciation for public works and streets increased significantly due to a reevaluation of assets' useful lives.

- For governmental activities city sales taxes represents 32 percent of the total revenues, being the largest single source of funds, followed by state share revenues representing 28 percent and 15 percent of capital grants and contributions.

Business-type Activities: Net position of the enterprise funds at the end of the year amounted to $33.2 million. The Enterprise Funds had an increase in net position of $3.8 million. Overall, total revenues exceeded expenses for all the proprietary funds, with the exception of business incubator and business center.

Expenses totaled $11.2 million, a 7 percent increase compared to prior year. This increase was the result of the filling of vacant positions and increased operational costs due to customer growth.

Capital contributions and charges for services increased in comparison with prior year by 12 percent and 5 percent respectively offset by a decrease in investment earnings.

The last rate increase from city rate study to compensate for historical shortfalls took place on July 1st, 2017. Net position for the enterprise funds has steadily increased over the past years due to the growing customer paying these more appropriate rates for the delivery of services.

For Business-type activities, the largest part of the revenue is attributable to Charges for Services - Program Revenues, which is made up of 36 percent Water, 31 percent Wastewater, 16 percent Ambulance, and 12 percent Sanitation funds.

GOVERNMENT-WIDE FINANCIAL STATEMENTS (CONTINUED)

Figure 3	Governmental Activities		Business-type Activities		Total	
	2020	**2019**	**2020**	**2019**	**2020**	**2019**
Revenues						
Program Revenues:						
Charges for services	$3,024,755	$4,611,810	$13,001,482	$12,411,706	$16,026,237	$17,023,516
Operating grants and contributions	4,519,471	2,372,433			4,519,471	$2,372,433
Capital grants and contributions	5,044,964	6,874,510	1,365,769	1,214,350	6,410,733	$8,088,860
General Revenues:						
City sales taxes	10,660,531	9,720,729			10,660,531	9,720,729
Franchise taxes	415,758	437,765			415,758	437,765
State shared revenues	9,267,561	8,609,052			9,267,561	8,609,052
Investment earnings	249,585	296,968	225,465	285,758	475,050	582,726
Development fees				552,832		552,832
Total Revenues	33,182,625	32,923,267	14,592,716	14,464,646	47,775,341	47,387,913
Expenses						
General Government	5,907,870	5,691,431			5,907,870	5,691,431
Public Safety	9,259,939	8,248,004			9,259,939	8,248,004
Health and Welfare	334,338	183,081			334,338	183,081
Culture and Recreation	2,859,046	2,726,204			2,859,046	2,726,204
Community Development	1,313,645	1,035,590			1,313,645	1,035,590
Public Works & Streets	4,265,822	3,436,305			4,265,822	3,436,305
Interest on Long-Term Debt	532,115	550,817			532,115	550,817
Water			3,341,438	2,955,792	3,341,438	2,955,792
Wastewater			3,626,910	3,624,956	3,626,910	3,624,956
Business Center			659,950	669,248	659,950	669,248
Sanitation			1,392,014	1,305,797	1,392,014	1,305,797
Business Incubator			185,536	182,586	185,536	182,586
Ambulance Services			1,991,579	1,721,285	1,991,579	1,721,285
Total expenses	24,472,775	21,871,432	11,197,427	10,459,664	35,670,202	32,331,096
Increase/(decrease) in net position	8,709,850	11,051,835	3,395,289	4,004,982	12,105,139	15,056,817
Transfer	-365,151	-364,030	365,151	364,030		
Net position – beginning, as restated	54,929,997	52,651,355	29,409,657	25,040,645	84,339,654	77,692,000
Net position - ending	$63,274,696	$63,339,160	$33,170,097	$29,409,657	$96,444,793	$92,748,817

GOVERNMENT-WIDE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds: The focus of the City governmental funds is to provide information on near term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, fund balance available for appropriations can be a useful measure of a government's net resources available for spending at the end of the fiscal year. The City's major governmental funds include the General Fund, the Highway Users Fund and the Debt Service fund. The remaining governmental funds are considered non-major.

At June 30, 2020, the City's governmental funds reported combined fund balance of $24.8 million, an increase of $6.3 million from prior year.

The general fund is the chief operating fund of the City. At the end of the current year fiscal year, the City's fund balance available in the general fund was $20.1 million. As a measure of the general fund's liquidity, unassigned fund balance represents approximately 117 percent of total general fund expenditures and total fund balance represents approximately 117 percent of that same amount. A fund balance percentage of 15 to 20 percent of expenditures is typically considered a sign of financial health.

Governmental and Business-type activities. The following table (Figure 4) presents the cost of the major City functional activities. The table also shows each function's net cost (total cost less charges for services generated by the activities and intergovernmental aid provided for specific programs). The net cost shows the financial burden that was placed on the State and City's taxpayers by each of these functions.

- The cost of all governmental activities this year was $24.5 million. The cost of all business-type activities this year was $11.2 million.

- Federal, State, and County governments and charges for services subsidized certain governmental and business-type programs with grants and contributions and other local revenues of $27.0 million.

- The net cost of governmental activities of $11.9 million was financed by general revenues of $20.6 million, which are primarily made up of sales taxes and state shared revenues.

- Business type activities showed an increase in changes to net position of $3.8 million in the fiscal year ended June 30, 2020 as compared to the prior fiscal year. The steady increase in user rates over the past years have played a significant role to this result. In addition, capital contributions received increased in comparison with prior year.

GOVERNMENT-WIDE FINANCIAL STATEMENTS (CONTINUED)

Figure 4 - Activities	Total Expenses	Net (Expense)/ Revenue
General Government		
Governmental Activities	$5,907,870	$(2,644,868)
Public Safety	9,259,939	(6,641,444)
Public Works and Streets	4,265,822	1,209,428
Health and Welfare	334,338	(334,338)
Culture and Recreation	2,859,046	(1,982,551)
Community Development	1,313,645	(957,697)
Interest on Long-Term Debt	532,115	(532,115)
Total Expenses	24,472,775	(11,883,585)
Business-Type Activities		
Water	3,341,438	1,905,603
Wastewater	3,626,910	1,255,227
Business Center	659,950	(77,390)
Sanitation	1,392,014	115,361
Ambulance Services	185,536	(143,830)
Business Incubator	1,991,579	114,853
Total Expenses	11,197,427	3,169,824
Total	$35,670,202	$(8,713,761)

Discretely Component Unit

The Detention Facility, which is a legally separate component unit within the financial statements of the City of San Luis, Arizona, presents at June 30, 2020 a deficit net position of $3.3 million. This is a decrease of $1.8 million when compared to the $1.5 million deficit from last year. There were also decreases in revenue and expenses due to a decline of 250 in the average monthly inmate population. Revenues decreased nine percent in comparison to prior year and expenses decreased three percent.

BUDGETARY HIGHLIGHTS

The City's annual budget is the legally adopted expenditure control document of the City. Budgetary comparison statements are required for the general fund and all major funds. These statements compare the budget as amended throughout the fiscal year, and the actual expenditures prepared on a budgetary basis.

BUDGETARY HIGHLIGHTS (CONTINUED)

The City revised the budget on several occasions. Generally, budget amendments fall into one of three categories: 1) amendments made to adjust the estimates that are used to prepare the original budget ordinance once exact information is available; 2) amendment to recognize new funding amounts from external sources, such as Federal and State grants; and 3) increases in appropriation that become necessary to maintain services.

General Fund revenues for fiscal year 2020 were $ 2.8 million more than projected. Key differences between final estimated revenues and actual revenues were as follows:

- The City conservatively budgets for the rents collected from the San Luis Detention Facility. The rents, as determined by the contract with the operator, have a fixed fee component in addition to a variable fee driven by the monthly inmate population. With the number of inmates constantly changing, the City only budgets for the fixed fee component.

- Actual city sales exceeded original estimates. The City saw an increase retail and construction sales tax collections despite the COVID-19 shutdowns during Spring 2020.

General Fund expenditures were $4.0 million less than the revised fiscal year 2020 budget due to the following:

- Per City of San Luis incentive policy, we can assist investors to bring new business to the City. In the budget FY 2020, City of San Luis allocated $500,000 to assist investor in the development of a Hotel. This project experienced some delays in FY 2020, and it has been included again in budget for FY 2021.

- City of San Luis has struggled in filling its open positions in various departments, particularly in the Police and Fire Department. This has contributed to a significant variance in operating budget for these two departments.

- Construction of the first phase of a fleet shop was budgeted for $290,000. There were delays in securing the design; hence, the project did not come to fruition in 2020.

- The City did not complete a budgeted transfer of $542,000 to the enterprise funds to subsidize debt repayment.

CAPITAL ASSETS

As of June 30, 2020, the City had invested $185.7 million in capital assets including land, buildings, facilities, vehicles, computers, equipment, and infrastructure assets prior to depreciation. Total depreciation expense for the year was $3.4 million for the governmental activities and $2.1 million for the business-type-activities.

CAPITAL ASSETS (CONTINUED)

The following schedule (Figure 5) presents capital asset balances for the fiscal year ended June 30, 2020.

Figure 5	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	$ 2,368,025	$ 2,073,972	$ 685,239	$ 685,239	$ 3,053,264	$ 2,759,211
Construction in progress	1,054,835	775,827	33,772	107,468	1,088,607	883,295
Buildings and Improvements	25,199,069	25,452,080	9,922,658	9,812,282	35,121,727	35,264,362
Machinery and equipment	12,877,097	11,880,275	10,419,507	10,090,660	23,296,604	21,970,935
Infrastructure	63,750,741	61,148,638	59,404,322	58,336,651	123,155,063	119,485,289
Total	$105,249,767	$101,330,792	$ 80,465,498	$ 79,032,400	$ 185,715,265	$ 180,363,092

Major capital asset events during the current fiscal year included the following:

- Completion of improvements to Rancho Los Oros subdivision and Los Postales Del Alamo Street at a cost of $1.1 million.
- Developer contributed land, infrastructure, and improvements in the Santa Cecilia III subdivision of $1.6 million.
- Developer contributed water and wastewater lines in the Santa Cecilia III subdivision of $638,550.

Additional information on the City's capital assets can be found in Note 5 of this report.

DEBT ADMINISTRATION

At year end, the City's debts represent Revenue Bonds in the amount of $47.0 million for both governmental and business-type activities that are backed solely by specified revenue sources (i.e., excise taxes and fees collected). The remainder which is composed of loans and notes are paid from user fees and charges and others.

DEBT ADMINISTRATION (CONTINUED)

The following schedule presents a summary of the City's outstanding long-term obligations for the fiscal year ended June 30, 2020.

OUTSTANDING DEBT
(Revenue Bonds, Capital Leases, Notes and Loan Payable)

Figure 6	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenue bonds	$ 13,881,119	$ 14,546,314	$ 33,107,180	$ 34,744,986	$ 46,988,299	$ 49,291,300
Capital leases	260,849	265,209	182,593	262,367	443,442	527,576
Note payable	129,217	174,463	186,338	243,768	315,555	418,231
Total	$ 14,271,185	$ 14,985,986	$ 33,476,111	$ 35,251,121	$ 47,747,296	$ 50,237,107

Additional information on the City's long-term obligations can be found in Notes 7 through 11 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The City's revenues and expenditures/expenses are affected by changes in international, national and local economic factors. Economic growth can be measured by various factors. Highlights of the economic factors that affected the City this past fiscal year are explained below:

- The yearly total number of visitors crossing the border in the City decreased considerably for private vehicles as well as pedestrians crossing due to COVID-19 pandemic. Conversely, when comparing the current year to the previous year data on a month-to month basis there seemed to be no consistency in the pattern as to when the peak or the low month occurred for both the former and the latter (source: Greater Yuma Economic Development Corporation, GYEDC).

Figure 7	BORDER CROSSING					
	FY 2020			FY 2019		
Class	Per Month High	Per Month Low	Daily Average	Per Month High	Per Month Low	Daily Average
Vehicles	256,957	102,490	6,829	279,305	218,228	8,263
Pedestrians	275,360	97,561	6,521	273,033	156,686	6,721
Commercial	4,665	2,536	108	4,511	1,799	88

ECONOMICS FACTORS AND NEXT YEAR'S BUDGET (CONTINUED)

- General fund revenues come from two main sources: local sales taxes and intergovernmental revenues. The City of San Luis, like all Arizona cities, places significant reliance on collected local sales tax. Overall, local sales tax revenues encompassed 52 percent of the $20.6 million general revenues in fiscal year 2020. Our composition of sales taxes is made up of retail trade, wholesale trade, construction activities, and communications. Our retail sales increased 18.1 percent in comparison to next year even considering the COVID-19 shutdown. However, the City expects a reduction in sales tax revenues in FY 2021 when compared to FY 2020, due to lingering uncertainties of COVID-19 in the economy.

- The City also receives significant revenue allocations from the State for income tax, sales tax, and motor vehicle tax. These revenue sources are placed in the City's General Fund to support the City's day-to-day activities.

There is quite a bit of opportunity and business potential still available within the City.

Plan for a major hotel complex from 2011, designed to enhance the overall concept of the downtown area has been revisited by the developer. The realization of the project will attract major new commercial and office developments enhancing the economic outlook for the City.

A 3 Phase multimillion dollar mixed-use project is expected to be completed in the next 2 years. Phase I is a 20,000 square feet charter school to serve 300 students and employ 20 people. Phase II is a 50,000 square feet executive office and Phase III includes a building for medical and dental office.

The City continues to face many important growth issues, and its citizens and municipal government are committed to finding solutions for the future. The City maintains a strong commitment to sustainability and cost-effective services while delivering the same quantity and the best quality of services to its constituents.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the resources it receives. If you have questions about this report or need additional information, contact the City's Finance Director.


CITY OF SAN LUIS, AZ
INC. 1979

BASIC FINANCIAL STATEMENTS


CITY OF SAN LUIS, AZ
INC. 1979

CITY OF SAN LUIS, ARIZONA
STATEMENT OF NET POSITION
JUNE 30, 2020

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Detention Facility
ASSETS				
Current assets:				
Equity in pooled cash	$ 7,571,615	$ 2,212,176	$ 9,783,791	$
Cash and cash equivalents	3,888,816	1,575,415	5,464,231	2,084,482
Investments	12,881,305	13,364,119	26,245,424	
Accounts receivable (net)	1,734,760	1,425,339	3,160,099	811,381
Internal balances	1,531,463	(1,531,463)		
Notes receivable		74,235	74,235	
Due from governmental entities	3,435,247		3,435,247	
Prepaid items	122,988	167,104	290,092	
Supplies inventory	139,734	12,195	151,929	
Total current assets	31,305,928	17,299,120	48,605,048	2,895,863
Noncurrent assets:				
Restricted investments	2,251,562	668,481	2,920,043	5,631,340
Land	2,368,025	685,239	3,053,264	661,359
Buildings and improvements	25,199,069	9,922,658	35,121,727	34,129,886
Infrastructure	63,750,741	59,404,322	123,155,063	
Machinery and equipment	12,877,097	10,419,507	23,296,604	329,194
Construction in progress	1,054,835	33,772	1,088,607	
Accumulated depreciation	(45,924,736)	(28,903,922)	(74,828,658)	(8,707,671)
Total noncurrent assets	61,576,593	52,230,057	113,806,650	32,044,108
Total assets	92,882,521	69,529,177	162,411,698	34,939,971
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflow related to pension	4,127,158	572,789	4,699,947	
Deferred outflow on refundings	101,412	996,768	1,098,180	385,307
Total deferred outflows of resources	4,228,570	1,569,557	5,798,127	385,307
LIABILITIES				
Current liabilities:				
Accounts payable	1,524,686	459,936	1,984,622	3,882,323
Estimated claims and judgments	250,660		250,660	
Accrued payroll and taxes	1,000,238	76,344	1,076,582	
Court bonds payable	40,545		40,545	
Customer deposits	283	458,053	458,336	
Retainage payable		101,317	101,317	
Accrued interest	311,087	653,336	964,423	405,115
Accrued principal	584,015		584,015	
Current portion of long-term debt	597,720	1,831,630	2,429,350	2,360,000
Unearned revenue	19,950		19,950	
Total current liabilities	4,329,184	3,580,616	7,909,800	6,647,438
Noncurrent liabilities:				
Pension	13,923,511	1,991,564	15,915,075	
Non-current portion of long-term debt	13,801,497	31,775,788	45,577,285	31,967,929
Total noncurrent liabilities	27,725,008	33,767,352	61,492,360	31,967,929
Total liabilities	32,054,192	37,347,968	69,402,160	38,615,367
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pension	1,618,412	399,816	2,018,228	
Deferred inflow on refundings	163,791	180,853	344,644	
Total deferred inflows of resources	1,782,203	580,669	2,362,872	
NET POSITION				
Net investment in capital assets	44,991,467	20,134,312	65,125,779	(7,529,854)
Restricted for:				
Debt service				5,226,225
Capital projects	2,883,548	1,585,473	4,469,021	
Assessment districts	334,287		334,287	
HURF	1,152,752		1,152,752	
Employee benefits	3,918,092		3,918,092	
Other purposes	392,164		392,164	
Unrestricted	9,602,386	11,450,312	21,052,698	(986,460)
Total net position	$ 63,274,696	$ 33,170,097	$ 96,444,793	$ (3,290,089)

The notes to the basic financial statements are an integral part of this statement.

CITY OF SAN LUIS, ARIZONA
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
Governmental activities:				
General government	$ 5,907,870	$ 2,938,045	$ 3,431	$ 321,526
Public safety	9,259,939	46,924	1,948,058	623,513
Public works and streets	4,265,822		1,972,781	3,502,469
Health and welfare	334,338			
Culture and recreation	2,859,046	39,786	239,253	597,456
Community development	1,313,645		355,948	
Interest on long term debt	532,115			
Total governmental activities	24,472,775	3,024,755	4,519,471	5,044,964
Business-type activities:				
Water	3,341,438	4,722,633		524,408
Wastewater	3,626,910	4,040,776		841,361
Business center	659,950	582,560		
Sanitation	1,392,014	1,507,375		
Business incubator	185,536	41,706		
Ambulance services	1,991,579	2,106,432		
Total business-type activities	11,197,427	13,001,482		1,365,769
Total primary government	$ 35,670,202	$ 16,026,237	$ 4,519,471	$ 6,410,733
Component Unit				
Detention Facility	$ 26,300,013	$ 24,383,945		
Total component unit	$ 26,300,013	$ 24,383,945		

General revenues:
Taxes:
City sales taxes for general purposes
Franchise taxes
State shared revenue (not restricted)
Investment earnings
Transfers
Total general revenues and transfers

Changes in net position

Net position, beginning of year, as restated

Net position, end of year

The notes to the basic financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			Component Unit
Governmental Activities	Business-type Activities	Totals	Detention Facility
$ (2,644,868)	$	$ (2,644,868)	$
(6,641,444)		(6,641,444)	
1,209,428		1,209,428	
(334,338)		(334,338)	
(1,982,551)		(1,982,551)	
(957,697)		(957,697)	
(532,115)		(532,115)	
(11,883,585)		(11,883,585)	
	1,905,603	1,905,603	
	1,255,227	1,255,227	
	(77,390)	(77,390)	
	115,361	115,361	
	(143,830)	(143,830)	
	114,853	114,853	
	3,169,824	3,169,824	
(11,883,585)	3,169,824	(8,713,761)	
			$ (1,916,068)
			$ (1,916,068)
10,660,531		10,660,531	
415,758		415,758	
9,267,561		9,267,561	
249,585	225,465	475,050	112,125
(365,151)	365,151		
20,228,284	590,616	20,818,900	112,125
8,344,699	3,760,440	12,105,139	(1,803,943)
54,929,997	29,409,657	84,339,654	(1,486,146)
$ 63,274,696	$ 33,170,097	$ 96,444,793	$ (3,290,089)

The notes to the basic financial statements are an integral part of this statement.


CITY OF SAN LUIS, AZ
INC. 1979

FUND FINANCIAL STATEMENTS


CITY OF SAN LUIS, AZ
INC. 1979

GOVERNMENTAL FUNDS

CITY OF SAN LUIS, ARIZONA
BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2020

	General	Highway Users	Debt Service
ASSETS			
Equity in pooled cash	$ 6,469,286	$ 447,397	$
Investments	8,944,413	835,793	
Restricted investments			2,251,562
Accounts receivable (net)	1,666,210		12
Due from governmental entities	1,538,924	223,262	
Due from other funds	4,536,212		
Prepaid items	44,445		143
Inventories	20,513	119,221	
Total assets	$ 23,220,003	$ 1,625,673	$ 2,251,717
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 743,736	$ 448,533	$
Accrued payroll and taxes	975,409	24,388	
Court bonds payable	40,545		
Customer deposits	283		
Due to other funds	239,896		1,426,766
Accrued interest			311,087
Accrued principal			584,015
Unearned revenue	4,800		
Total liabilities	2,004,669	472,921	2,321,868
Deferred inflows of resources:			
Unavailable revenue - municipal court	766,484		
Unavailable revenue - intergovernmental			
Unavailable revenue - special assessments			
Unavailable revenue - other	307,753		
Total deferred inflows of resources	1,074,237		
Fund balances (deficits):			
Nonspendable	64,958	119,221	143
Restricted		1,033,531	
Unassigned	20,076,139		(70,294)
Total fund balances	20,141,097	1,152,752	(70,151)
Total liabilities, deferred inflows of resources and fund balances	$ 23,220,003	$ 1,625,673	$ 2,251,717

The notes to the basic financial statements are an integral part of this statement.

Non-Major Governmental Funds	Total Governmental Funds
$ 654,932	$ 7,571,615
3,101,099	12,881,305
	2,251,562
12,698	1,678,920
1,673,061	3,435,247
	4,536,212
78,400	122,988
	139,734
$ 5,520,190	$ 32,617,583
$ 316,617	$ 1,508,886
441	1,000,238
	40,545
	283
1,577,983	3,244,645
	311,087
	584,015
15,150	19,950
1,910,191	6,709,649
	766,484
69,004	69,004
5,097	5,097
	307,753
74,101	1,148,338
78,400	262,722
3,518,427	4,551,958
(60,929)	19,944,916
3,535,898	24,759,596
$ 5,520,190	$ 32,617,583

CITY OF SAN LUIS, ARIZONA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2020

Total governmental fund balances		**$ 24,759,596**
Amounts reported for *governmental activities* in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	$ 105,249,767	
Less accumulated depreciation	(45,924,736)	59,325,031
Some receivables are not available to pay for current period expenditures and, therefore, are reported as unavailable revenues in the funds.		
Municipal court	766,484	
Intergovernmental	69,004	
Special assessments	5,097	
Other	307,753	1,148,338
Deferred items related to the refunding of bonds issuance of bonds are amortized over the life of the associated bond issue in the government-wide statements but not reported in the funds.		(62,379)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.		
Deferred outflows of resources related to pensions	4,127,158	
Deferred inflows of resources related to pensions	(1,618,412)	2,508,746
The Internal Service Fund is used by management to charge the cost of insurance to the individual funds. The assets and liabilities of the Internal Service Fund are included in the Statement of Net Position.		3,918,092
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Compensated absences payable	(712,047)	
Note payable	(129,217)	
Net pension liability	(13,923,511)	
Obligations under capital lease	(260,849)	
Bonds payable	(13,297,104)	(28,322,728)
Net position of governmental activities		**$ 63,274,696**

The notes to the basic financial statements are an integral part of this statement.


CITY OF SAN LUIS, AZ
INC. 1979

CITY OF SAN LUIS, ARIZONA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2020

	General	Highway Users	Debt Service
Revenues:			
Taxes	$ 11,076,289	$	$
Licenses and permits	1,053,843		
Intergovernmental	9,267,561	3,006,613	
Fines and forfeitures	267,826		
Special assessments			
Charges for services	55,592		
Rents	1,476,480		
Investment earnings	158,959	23,869	21,208
Other	92,639	652,815	
Total revenues	23,449,189	3,683,297	21,208
Expenditures:			
Current -			
General government	5,437,041		
Public safety	7,146,103		
Public works and streets		1,793,689	
Health and welfare	230,695		
Culture and recreation	2,378,816		
Community development	948,236		
Capital outlay	989,629	1,264,747	
Debt service -			
Interest	971		624,211
Principal	91,908		584,015
Total expenditures	17,223,399	3,058,436	1,208,226
Excess (deficiency) of revenues over expenditures	6,225,790	624,861	(1,187,018)
Other financing sources (uses):			
Transfers in		420,440	1,295,251
Transfers out	(1,449,680)	(219,903)	
Capital lease agreements	42,303		
Total other financing sources (uses)	(1,407,377)	200,537	1,295,251
Changes in fund balances	4,818,413	825,398	108,233
Fund balances (deficits), beginning of year	15,322,684	327,354	(178,384)
Fund balances (deficits), end of year	$ 20,141,097	$ 1,152,752	$ (70,151)

The notes to the basic financial statements are an integral part of this statement.

Non-Major Governmental Funds	Total Governmental Funds
$	$ 11,076,289
	1,053,843
2,536,130	14,810,304
158,616	426,442
482,034	482,034
1,001,761	1,057,353
	1,476,480
37,497	241,533
44,987	790,441
4,261,025	31,414,719
81,151	5,518,192
1,831,291	8,977,394
127,733	1,921,422
	230,695
232,113	2,610,929
360,592	1,308,828
700,103	2,954,479
	625,182
	675,923
3,332,983	24,823,044
928,042	6,591,675
263,346	1,979,037
(674,605)	(2,344,188)
	42,303
(411,259)	(322,848)
516,783	6,268,827
3,019,115	18,490,769
$ 3,535,898	$ 24,759,596

CITY OF SAN LUIS, ARIZONA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2020

Changes in fund balances - total governmental funds		**$ 6,268,827**
Amounts reported for *governmental activities* in the Statement of Activities are different because:		
Governmental funds report the portion of capital outlay for capitalized assets as expenditures. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives as depreciation expense.		
Expenditures for capitalized assets	$ 2,214,382	
Less current year depreciation	(3,352,766)	(1,138,384)
Some revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		
Developer capital contributions	1,816,078	
Municipal court	(20,037)	
Intergovernmental	69,004	
Special assessments	(76,633)	
Other	(28,558)	1,759,854
The issuance of long term debt provides current financial resources to governmental funds while the repayments of long term debt principal are expenditures in the governmental funds. However, neither transaction has any effect on net position.		
Issaunce of capital lease	(42,303)	
Revenue bonds principal retirement	584,015	
Capital lease principal retirement	46,663	
Note payable principal retirement	45,245	633,620
Governmental funds report pension contributions as expenditures. However, they are reported as deferred outflows of resources in the Statement of Net Position. The change in the net pension liability, adjusted for deferred pension items, is reported as pension expense in the Statement of Activities.		
Current year pension contributions	1,645,542	
Pension expense	(1,674,511)	(28,969)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Loss on disposal of assets	(14,769)	
Amortization of deferred bond items	93,067	
Compensated absences	(70,914)	7,384
The Internal Service Fund is used by management to charge the cost of insurance to the individual funds. The changes in net position of the Internal Service Fund is reported with governmental activities in the Statement of Activities.		842,367
Changes in net position in governmental activities		**$ 8,344,699**

The notes to the basic financial statements are an integral part of this statement.

CITY OF SAN LUIS, ARIZONA
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL
YEAR ENDED JUNE 30, 2020

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues:				
Taxes	$ 9,169,020	$ 9,169,020	$ 11,076,289	$ 1,907,269
Licenses and permits	837,000	837,000	1,053,843	216,843
Intergovernmental	9,194,980	9,194,980	9,267,561	72,581
Charges for services	77,000	77,000	55,592	(21,408)
Fines and forfeitures	231,800	231,800	267,826	36,026
Investment earnings	161,600	161,600	158,959	(2,641)
Rents	908,600	908,600	1,476,480	567,880
Other	110,600	110,600	92,639	(17,961)
Total revenues	20,690,600	20,690,600	23,449,189	2,758,589
Expenditures:				
Current -				
General government				
City council	1,391,850	1,288,420	801,754	486,666
City administration	709,180	712,260	460,547	251,713
City clerk	283,520	283,520	255,886	27,634
City attorney	440,430	440,430	379,476	60,954
City prosecutor	296,130	299,660	271,942	27,718
Finance	888,110	891,880	867,343	24,537
Human resources	506,070	506,070	410,439	95,631
Municipal court	716,240	716,240	687,012	29,228
Information technology	442,040	442,040	410,932	31,108
Facilities	433,280	433,280	418,701	14,579
Fleet services	177,830	178,750	165,785	12,965
Risk & property	128,190	129,350	48,890	80,460
Non departmental	280,510	281,680	258,334	23,346
Public safety				
Police Department	5,566,140	5,591,650	4,711,467	880,183
Fire Department	3,177,820	3,182,620	2,434,636	747,984
Health and welfare				
Senior Services	268,250	270,100	230,695	39,405
Culture and recreation				
Cultural center	276,470	276,890	248,869	28,021
Parks ground	1,330,330	1,335,110	1,276,635	58,475
Parks - recreation	454,910	455,330	400,067	55,263
Youth center	289,670	290,090	239,124	50,966
Aquatic center	300,710	301,130	214,121	87,009
Community development				
Development services	381,770	406,770	321,581	85,189
Building safety	377,990	377,990	347,922	30,068
Economic Development	327,290	327,290	278,733	48,557
Capital outlay	1,918,510	1,718,510	989,629	728,881
Debt service -				
Interest	130	130	971	(841)
Principal	133,420	133,420	91,908	41512
Total expenditures	21,496,790	21,270,610	17,223,399	4,047,211
Excess (deficiency) of revenues over expenditures	(806,190)	(580,010)	6,225,790	(1,288,622)
Other financing sources (uses):				
Transfers out	(2,046,280)	(2,064,180)	(1,449,680)	614,500
Capital lease agreements			42,303	42,303
Total other financing sources (uses):	(2,046,280)	(2,064,180)	(1,407,377)	656,803
Changes in fund balances	(2,852,470)	(2,644,190)	4,818,413	(631,819)
Fund balances, beginning of year	470,487	263,747	15,322,685	15,058,938
Fund balances, end of year	$ (2,381,983)	$ (2,380,443)	$ 20,141,098	$ 14,427,119

The notes to the financial statements are an integral part of this statement.

CITY OF SAN LUIS, ARIZONA
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
HIGHWAY USERS
YEAR ENDED JUNE 30, 2020

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues:				
Intergovernmental	$ 2,760,000	$ 2,760,000	$ 3,006,613	$ 246,613
Investment earnings	12,500	12,500	23,869	11,369
Other	358,400	358,400	652,815	294,415
Total revenues	3,130,900	3,130,900	3,683,297	552,397
Expenditures:				
Current -				
Public works and streets	2,223,830	2,240,620	1,793,689	446,931
Capital outlay	1,375,000	1,560,000	1,264,747	295,253
Total expenditures	3,598,830	3,800,620	3,058,436	742,184
Excess (deficiency) of revenues over expenditures	(467,930)	(669,720)	624,861	1,294,581
Other financing sources (uses):				
Transfers in	420,000	420,000	420,440	440
Transfers out	(200,000)	(200,000)	(219,903)	(19,903)
Total other financing sources (uses)	220,000	220,000	200,537	(19,463)
Changes in fund balances	(247,930)	(449,720)	825,398	1,275,118
Fund balances (deficits), beginning of year	(1,876,350)	(2,270,535)	327,354	2,597,889
Fund balances (deficits), end of year	$ (2,124,280)	$ (2,720,255)	$ 1,152,752	$ 3,873,007

The notes to the basic financial statements are an integral part of this statement.

PROPRIETARY FUND FINANCIAL STATEMENTS

CITY OF SAN LUIS, ARIZONA
STATEMENT OF FUND NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2020

	Enterprise Funds		
	Water	Wastewater	Sanitation
ASSETS			
Current assets:			
Equity in pooled cash	$ 472,234	$ 370,898	$ 109,188
Cash and cash equivalents	1,451,284		
Investments	7,912,183	5,451,936	
Accounts receivable (net)	579,187	156,205	41,589
Notes receivable	74,235		
Due from other funds			
Prepaid items and other assets	56,799	13,892	34,608
Total current assets	10,545,922	5,992,931	185,385
Noncurrent assets:			
Restricted investments	668,481		
Land	190,271	150,757	
Buildings and improvements		2,013,140	26,596
Infrastructure	25,040,530	34,363,792	
Machinery and equipment	2,436,913	2,107,124	2,217,831
Construction in progress	3,350	22,950	
Accumulated depreciation	(8,654,048)	(12,924,678)	(1,880,975)
Total noncurrent assets	19,685,497	25,733,085	363,452
Total assets	30,231,419	31,726,016	548,837
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pension	68,088	89,785	30,784
Deferred loss on refunding			
Total deferred outflows of resources	68,088	89,785	30,784
LIABILITIES			
Current liabilities:			
Accounts payable	128,086	143,839	57,161
Estimated claims and judgments			
Accrued payroll and taxes	14,934	19,977	5,297
Customer deposits	446,796	6,700	
Retainage payable	101,317		
Due to other funds			
Accrued interest	232,119	270,420	
Current portion of long-term debt	388,579	492,714	59,027
Total current liabilities	1,311,831	933,650	121,485
Noncurrent liabilities:			
Pension	557,280	743,041	278,640
Non-current portion of long-term debt	10,227,779	12,051,192	141,972
Total noncurrent liabilities	10,785,059	12,794,233	420,612
Total liabilities	12,096,890	13,727,883	542,097
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pension	35,805	47,740	17,902
Deferred gain on refunding	85,308	95,545	
Total deferred inflows of resources	121,113	143,285	17,902
NET POSITION			
Net investment in capital assets	8,337,398	14,363,620	177,114
Restricted for:			
Capital projects	172,819	1,412,654	
Employee benefits			
Unrestricted	9,571,287	2,168,359	(157,492)
Total net position	$ 18,081,504	$ 17,944,633	$ 19,622

The notes to the basic financial statements are an integral part of this statement.

Enterprise Funds				Governmental Activities: Internal Service Funds
Business Incubator	Ambulance Services	Business Center	Totals	
$	$ 1,259,856	$	$ 2,212,176	$
		124,131	1,575,415	3,888,816
			13,364,119	
744	597,614	50,000	1,425,339	55,840
			74,235	
				239,896
	74,000		179,299	
744	1,931,470	174,131	18,830,583	4,184,552
			668,481	
		344,211	685,239	
2,007,718		5,875,204	9,922,658	
			59,404,322	
136,264	857,431	2,663,944	10,419,507	
		7,472	33,772	
(256,458)	(233,010)	(4,954,753)	(28,903,922)	
1,887,524	624,421	3,936,078	52,230,057	
1,888,268	2,555,891	4,110,209	71,060,640	4,184,552
	384,132		572,789	
		996,768	996,768	
	384,132	996,768	1,569,557	
4,455	115,698	10,697	459,936	15,800
				250,660
592	35,544		76,344	
4,557			458,053	
			101,317	
588,424		943,039	1,531,463	
	5,084	145,713	653,336	
1,224	125,086	765,000	1,831,630	
599,252	281,412	1,864,449	5,112,079	266,460
	412,603		1,991,564	
373	113,454	9,241,018	31,775,788	
373	526,057	9,241,018	33,767,352	
599,625	807,469	11,105,467	38,879,431	266,460
	298,369		399,816	
			180,853	
	298,369		580,669	
1,887,524	441,828	(5,073,172)	20,134,312	
			1,585,473	
				3,918,092
(598,881)	1,392,357	(925,318)	11,450,312	
$ 1,288,643	$ 1,834,185	$ (5,998,490)	$ 33,170,097	$ 3,918,092

The notes to the basic financial statements are an integral part of this statement.

CITY OF SAN LUIS, ARIZONA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2020

	Enterprise Funds		
	Water	Wastewater	Sanitation
Operating revenues:			
Charges for services	$ 4,580,991	$ 4,040,267	$ 1,468,633
Rents			
Other	141,642	509	38,742
Total operating revenues	4,722,633	4,040,776	1,507,375
Operating expenses:			
Cost of sales and services	2,280,118	2,117,242	1,258,880
Insurance premiums/claims			
Depreciation	643,562	1,018,535	123,390
Total operating expenses	2,923,680	3,135,777	1,382,270
Operating income (loss)	1,798,953	904,999	125,105
Nonoperating revenues (expenses):			
Investment earnings	137,146	75,655	
Development fees	112,728	495,761	
Interest and fiscal charges	(417,758)	(491,133)	(9,744)
Total nonoperating revenues (expenses)	(167,884)	80,283	(9,744)
Income (loss) before transfers	1,631,069	985,282	115,361
Transfers in	399	161,392	330
Transfers out			
Capital contributions	411,680	345,600	
Changes in net position	2,043,148	1,492,274	115,691
Total net position, beginning of year	16,038,356	16,452,359	(96,069)
Total net position, end of year	$ 18,081,504	$ 17,944,633	$ 19,622

The notes to the basic financial statements are an integral part of this statement.

Enterprise Funds				Governmental Activities:
Business Incubator	Ambulance Services	Business Center	Totals	Internal Service Funds
$	$ 2,078,455	$	$ 12,168,346	$ 2,801,692
39,481		582,560	622,041	
2,225	27,977		211,095	
41,706	2,106,432	582,560	13,001,482	2,801,692
138,304	1,906,554	75,288	7,776,386	
				1,967,377
47,232	79,941	193,490	2,106,150	
185,536	1,986,495	268,778	9,882,536	1,967,377
(143,830)	119,937	313,782	3,118,946	834,315
		12,664	225,465	8,052
			608,489	
	(5,084)	(391,172)	(1,314,891)	
	(5,084)	(378,508)	(480,937)	8,052
(143,830)	114,853	(64,726)	2,638,009	842,367
81	211,288		373,490	
	(8,339)		(8,339)	
			757,280	
(143,749)	317,802	(64,726)	3,760,440	842,367
1,432,392	1,516,383	(5,933,764)	29,409,657	3,075,725
$ 1,288,643	$ 1,834,185	$ (5,998,490)	$ 33,170,097	$ 3,918,092

CITY OF SAN LUIS, ARIZONA
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
YEAR ENDED JUNE 30, 2020

	Enterprise Funds	
	Water	Wastewater
Increase/(Decrease) In Cash and Cash Equivalents		
Cash flows from operating activities:		
Cash received from customers	$ 4,665,857	$ 4,022,433
Cash payments to suppliers for goods and services	(1,581,387)	(1,310,364)
Cash payments to employees for services	(665,834)	(915,299)
Net cash provided by/ (used for) operating activities	2,418,636	1,796,770
Cash flows from noncapital and related financing activities:		
Transfers to/ (from) other funds	399	161,392
Change in interfund receivables/payables	(158,892)	-
Net cash provided by/ (used for) noncapital and related financing activities	(158,493)	161,392
Cash flows from capital and related financing activities:		
Development fees	112,728	495,761
Payments for capital acquisitions	-	(347,072)
Principal paid on long-term debt	(359,054)	(448,621)
Interest paid on long-term debt	(470,752)	(549,036)
Net cash provided by/ (used for) capital and related financing	(717,078)	(848,968)
Cash flows from investing activities:		
Investment income	137,146	67,852
Net cash provided by/ (used for) investing activities	137,146	67,852
Net increase/ (decrease) in cash and cash equivalents	1,680,211	1,177,046
Cash and investments, beginning of year	8,823,971	4,645,788
Cash and investments, end of year	$ 10,504,182	$ 5,822,834
Reconciliation of Operating Income (loss) to Net Cash Provided by/ (Used for) Operating Activites		
Operating income (loss)	$ 1,798,953	$ 904,999
Adjustments to reconcile operating income (loss) to net cash provided by/ (used for) operating activities:		
Depreciation	643,562	1,018,535
Difference between pension expense and pension contributions	3,734	(88,678)
Change in assets and liabilities:		
(Increase)/ decrease in accounts receivable	(79,042)	(18,243)
(Increase)/ decrease in prepaid items and other assets	36,985	2,717
(Increase)/ decrease in notes receivable	(9,429)	-
Increase/ (decrease) in accounts payable	(13,944)	(38,081)
Increase/ (decrease) in customer deposits	31,695	(100)
Increase/ (decrease) in estimated claims and judgments	-	-
Increase/ (decrease) in accrued payroll and taxes	4,032	4,768
Increase/ (decrease) in compensated absences payable	2,090	10,853
Total adjustments	619,683	891,771
Net cash provided by/ (used for) operating activities	$ 2,418,636	$ 1,796,770

The notes to the financial statements are an integral part of this statement.

Enterprise Funds					Internal Service
Sanitation	Business Incubator	Ambulance Services	Business Center	Total	Insurance Fund
$ 1,509,512	$ 44,884	$ 2,303,340	$ 582,561	$ 13,128,587	$ 2,977,347
(994,170)	(95,700)	(492,987)	(64,666)	(4,539,274)	(1,985,340)
(299,815)	(40,906)	(1,359,346)	-	(3,281,200)	-
215,527	(91,722)	451,007	517,895	5,308,113	992,007
330	81	202,949	-	365,151	-
(39,494)	91,641	-	447,226	340,481	(239,896)
(39,164)	91,722	202,949	447,226	705,632	(239,896)
-	-	-	-	608,489	-
-	-	(321,045)	-	(668,117)	-
(57,430)	-	(79,775)	(755,000)	(1,699,880)	-
(9,745)	-	(8,226)	(297,520)	(1,335,279)	-
(67,175)	-	(409,046)	(1,052,520)	(3,094,787)	-
			12,664	217,662	8,052
-	-	-	12,664	217,662	8,052
109,188	-	244,910	(74,735)	3,136,620	760,163
-	-	1,014,946	198,866	14,683,571	3,128,653
$ 109,188	$ -	$ 1,259,856	$ 124,131	$ 17,820,191	$ 3,888,816
$ 125,105	$ (143,830)	$ 119,937	$ 313,782	$ 3,118,946	$ 834,315
123,390	47,232	79,941	193,490	2,106,150	-
3,008	-	17,901	-	(64,035)	-
2,137	2,730	196,908	1	104,491	175,655
(21,578)	150	(54,542)	-	(36,268)	-
-	-	-	-	(9,429)	-
(19,936)	1,426	56,276	10,622	(3,637)	15,800
-	448	-	-	32,043	-
-	-	-	-	-	(33,763)
1,859	51	12,219	-	22,929	-
1,542	71	22,367	-	36,923	-
90,422	52,108	331,070	204,113	2,189,167	157,692
$ 215,527	$ (91,722)	$ 451,007	$ 517,895	$ 5,308,113	$ 992,007

The notes to the financial statements are an integral part of this statement.


CITY OF SAN LUIS, AZ
INC. 1979

NOTES TO THE BASIC FINANCIAL STATEMENTS


CITY OF SAN LUIS, AZ
INC. 1979

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial statement presentation follows the recommendations promulgated by the Governmental Accounting Standards Board ("GASB") commonly referred to as accounting principles generally accepted in the United States of America ("U.S. GAAP"). GASB is the accepted standard setting body for establishing governmental accounting and financial reporting standards.

A. Reporting Entity

The City of San Luis (the "City") was incorporated in 1979 under the provision of the Arizona Constitution and is located on the Arizona-Sonora Mexico border. The City is a municipal entity governed by an elected Mayor and council.

The criteria used in determining the scope of the reporting entity are based on the provisions of GASB Statement No. 14, The Financial Reporting Entity, as amended by GASB Statement No. 61, The Financial Statement Entity – Omnibus. The City is the primary government unit. Component units are financially accountable to the City. Financial accountability exists if the primary government appoints a voting majority of the entity's governing body and (1) it is able to impose its will on that organization, or (2) there is a potential for the organization to provide financial benefit, or impose financial burdens on the primary government. Component units meeting the criteria have been accounted for as "blended" component units of the City. Despite being legally separate, these entities are so intertwined with the City that they are, in substance, part of the City's operations. Accordingly, the balances and transactions of these component units are reported within the funds of the City.

Blended Component Units

The San Luis Community Facilities District (SLCFD) was created in 1999 under the provisions of Title 48, Chapter 4, Article 6 of the Arizona Revised Statutes. The District is considered by law to be an independent political sub-division of the state, and separate from the City. Council members serve as the Board of Directors. The purpose of the entity is to provide land for the development of the Regional Center for Border Health which will revert along with the development to the City at the end of the term. The District leases the land under a 30-year agreement to Western Arizona Area Health Education Center, Inc. (WAAHEC), an unrelated not-for-profit corporation for $2,500 per year. The activity is reported in the San Luis Community Facilities District Fund.

The San Luis Employees' Self Insurance Health Fund (ESI) was formed for the purpose of managing the health insurance fund and is governed by five Board members. The Board consists of three non-staff members, one member of Council and one member from the Human Resources Department. Although it is legally separate from the City, the Trust is reported as if it were part of the City government, because its sole purpose is to provide services exclusively to City employees through a self-insured plan. Employees are covered 100 percent by the plan and pay on the average $275 a month for family or dependent care. The activity of the ESI is reported as the Insurance Fund, an internal service fund.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

No separate financial statements are prepared for the blended component units.

Discretely Presented Component Units

Discretely presented component units are entities that are legally separate from the primary government but for which omission would cause the primary government's financial statements to be misleading or incomplete. The component units below do not meet the criteria for blended presentation and therefore, they are reported separately from the primary government.

The San Luis Facility Development Corporation (SLFDC) was incorporated in 2005 exclusively for the purpose of financing, owning, and/or operating one or more public projects that affect economic development in the City of San Luis, Arizona or Yuma County and to provide facilities, equipment, and other physical plant and related support to the project. It is governed by a Board of five Directors of which two are members of City Council. The Corporation was used in April 2014 and July 2014 to refinance two bond issues that were originally used to build and extend the detention facility respectively. The City General Fund receives certain revenues in the form of a bed tax from the operations. The activity is reported in the City's Detention Facility Fund.

No separate financial statements are prepared for the discretely presented component units.

Joint Ventures

A joint venture (JV) is a legal entity or other organization that results from a contractual agreement and that is owned, operated, or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain (a) an ongoing financial interest or (b) an ongoing financial responsibility. A "jointly governed organization" is an organization that meets all the JV criteria except the participants do not retain on-going financial interest or responsibility.

The City participates under a membership provision with two other entities in a jointly governed organization, the Greater San Luis Port Authority, Inc. (GYPA) which is directed by a seven person board. The GYPA was established in September 8, 2000, as a nonprofit corporation for the purpose of promoting and developing the new port district through cooperative regional effort of government entities (members), within the Yuma County region and to ensure the economic wellness of the San Luis area. Members are required to pay a fee of $50,000 per year for operational expenses of the corporation. The City carries in its budget an annual appropriation of $50,000 to retain its membership. The City does not retain an on-going financial interest or an on-going financial responsibility in the GYPA. Complete financial statements of the GYPA may be obtained from the GYPA's office at P.O. Box 4601, San Luis, AZ 85349.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Related Organizations

The City's officials are also responsible for appointing the board members of other organizations; however, the City's accountability for these organization does not extend beyond the making of appointments and therefore they are not included as part of the financial statements.

The following are related organizations that are excluded from the reporting entity:

- San Luis Police Activities/Athletics League
- San Luis AZ Chamber of Commerce
- East San Luis Community Facility District

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled

Government-Wide Financial Statements – The Government-Wide Financial Statements are presented on an *"economic resources"* measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Fiduciary activities are not included in these statements.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due from and to other funds
- Transfers in and out

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Governmental Fund Financial Statements – All governmental funds are accounted for on a spending or *"current financial resources"* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balances. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both "*measurable*" and "*available*". Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For these purposes, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, other local taxes, franchise fees, forfeitures and penalties, motor license fees, rents and concessions, interest revenue, and state and federal grants and subventions. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

The County Treasurer is responsible for collecting property taxes for all governmental entities within the county. The county levies real and personal property taxes on or before the third Monday in August that become due and payable in two equal installments. The first installment is due on the first day of October and becomes delinquent after the first business day of November. The second installment is due on the first day of March of the next year and becomes delinquent after the first business day of May.

Pursuant to A.R.S., a lien against assessed real and personal property attaches on the first day of January preceding assessment and levy; however according to case law, an enforceable legal claim to the asset does not arise.

Reconciliations of the fund financial statements to the Government-Wide Financial Statements are provided to explain the differences.

Certain indirect costs are included as part of the program expenses reported for individual functions and activities.

The City reports the following major governmental funds.

General – This fund is the general operating fund of the City. It accounts for all financial resources of the City except those required to be accounted for in other funds.
Highway Users – This fund accounts for the revenue received from the State for public works and streets.
Debt Service – This fund accounts for the repayment of several of the City's bonds

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column. The City's non-major funds are as follows:

Special Revenue Funds

- Police Grants and Special Revenues
- Community Development
- Judicial Collection Enhancement
- San Luis Community Facilities District
- Assessment Districts

Capital Projects Funds

- Capital Outlay Reserve

Proprietary Fund Financial Statements - Proprietary funds are accounted for using the "*economic resources*" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. Operating expenses for the proprietary funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City reports the following proprietary funds:

Water – This fund accounts for the City's water operations.
Wastewater – This fund accounts for the City's wastewater operations.
Sanitation – This fund accounts for the activities of the City's sanitation operations.
Business Incubator – This fund accounts for the City's business incubator operations which offers assistance to small businesses, encourage light manufacturing and help create job opportunities within the City.
Ambulance Services – This fund accounts for City's ambulance resources to provide emergency 9-1-1 response and emergency medical transportation for the residents and guests of the City of San Luis.
Business Center – This fund accounts for activity related to properties acquired by the City from the Industrial Development Authority to develop trade, encourage production, and assure job opportunities in the City.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Additionally, the City reports the following internal service fund type:

Insurance (ESI) - The Insurance fund is used to account for the accumulation and allocation of costs associated with the City's self-insured group health and dental insurance program.

C. Cash, Cash Equivalents and Investments

The City considers cash on hand, demand deposits, cash and investments held by the State Treasurer, and highly liquid investments with maturities of three months from the date of acquisition to be cash equivalents. All cash and investments of proprietary funds are held in the City's investment pool. These cash pools have the general characteristics of a demand deposit account, therefore, all cash and investments in the proprietary funds are considered cash and cash equivalents for Statement of Cash Flows purposes.

Cash and investments are generally pooled except for funds required to be held by fiscal agents or restricted under provisions of bond indentures. Arizona Revised Statutes (A.R.S.) authorize the City to invest public monies in the State Treasurer's Local Government Investment Pool, interest-bearing savings accounts, certificates of deposit, and repurchase agreements in eligible depositories; bonds or other obligations of the U.S. government that are guaranteed as to principal and interest by the U.S. government; and bonds of the State of Arizona or any of its counties, cities, towns, school districts, and special districts as specified by statute.

The State Board of Deposit provides oversight for the State Treasurer's pool, and the Local Government Investment Pool Advisory Committee provides consultation and advice to the Treasurer. The fair value of a participant's position in the pool approximates the value of that participant's pool shares.

Money market investments are stated at amortized cost. All other investments are stated at cost, which approximates fair value. Certain resources set aside for the repayments of debt are classified as investments held by trustee – restricted. Certain disclosure requirements, if applicable, for Deposits and Investment Risks in the following areas:

- Interest Rate Risk
- Credit Risk
  - Overall
  - Custodial Credit Risk
  - Concentration of Credit Risk
- Foreign Currency Risk

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Restricted Cash and Investments with Fiscal Agents

Cash and investments with fiscal agents are restricted due to limitations on their use by bond covenants. Fiscal agents acting on behalf of the City hold investment funds arising from the proceeds of long-term debt issuances.

E. Investment Income

Investment income is composed of interest, dividends, and net changes in the fair value of applicable investments. Investment income is included in investment earnings in the governmental fund financial statements and in non-operating revenues in the proprietary fund financial statements.

F. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

G. Receivables

Receivables include such items as taxes, intergovernmental revenues, charges for services, miscellaneous account receivable, and interest receivable, and are reported net of allowance for uncollectible. The City reserved all receivable in excess of 180 days as an allowance.

H. Interfund Receivables and Payable

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of inter-fund loans) or “advances to/from other funds” (i.e., the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as “due to/from other funds.”

I. Inventories

Inventories of the governmental funds are recorded under the consumption method. Inventories are recorded as expenditures when consumed rather than when purchased. Inventories are valued at year end based on average cost.

J. Capital Assets

Capital assets, which include land, buildings, improvements other than buildings, machinery, equipment, construction in progress, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or more and an estimated useful life of more than one year. Such assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at acquisition value at the date of donation.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. Capital Assets (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Certain capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	30-50
Buildings	45
Improvements other than buildings	10-30
Vehicles, machinery, and equipment	5-15

K. Deferred Inflows and Outflows

In accordance with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, the statement of net position reports separate sections for Deferred Outflows of Resources and Deferred Inflows of Resources, when applicable. The City and its blended component unit have items that qualify for reporting in these categories.

Deferred Outflows of Resources represent outflows of resources (consumption of net position) that apply to future periods and that, therefore, will not be recognized as an expense until that time.

- A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- In conjunction with pension accounting requirements, the difference between expected and actual investment earnings is recorded as a deferred outflow of resources related to pensions. This amount is determined based on the actuarial valuation performed for the plan.

Deferred Inflows of Resources represent inflows of resources (acquisition of net position) that apply to future periods and that, therefore, are not recognized as revenue until that time. In addition to liabilities, the statement of net position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items, which arise only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from Municipal Court fines and intergovernmental revenue. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Deferred Inflows and Outflows (Continued)

Under the full accrual basis, the City has two items that qualify for reporting in this category:

- A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

- In conjunction with pension accounting requirements, the difference between expected and actual experience related is recorded as a deferred inflow of resources related to pensions. This amount is determined based on the actuarial valuation performed for the plan as described further in Note 15.

L. Compensated Absences

The City's employee vacation and sick leave policies provide for granting vacation and sick leave with pay. Annual leave, based on graduated scale of years of employment, is credited to each employee as it accrues and differs between administrative and public safety functions. The maximum accrual allowed follows the aforementioned pattern of accrued hours and cannot exceed twice the yearly earned hours. Vacation benefits vest at the employee's current rate of pay.

The current and long-term liabilities for accumulated vacation are reported on the government-wide financial statements and in the proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee leave, resignations, and retirements. Resources from the General Fund are generally used to liquidate the governmental funds liabilities for compensated absences.

Generally, sick leave benefits provide for ordinary sick pay and are cumulative but are forfeited upon termination of employment. Because sick leave benefits do not vest with employees, a liability for sick leave benefits is not accrued in the financial statements.

M. Long-Term Obligations

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities, net of bond premiums or discounts. Bond premiums and discounts are amortized over the life of the bonds using straight-line method. Issuance costs are reported as expense when incurred.

Governmental fund financial statements do not present long-term debt but are shown in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

N. Arbitrage Rebate Requirement

The City is subject to the Internal Revenue Code ("IRC") Section 148(f), related to its tax exempt revenue bonds. The IRC requires that investment earnings on gross proceeds of any revenue bonds that are in excess of the amount prescribed will be surrendered to the Internal Revenue Service. The City had no rebate liability for arbitrage as of June 30, 2020.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Claims Liabilities

The City accounts for material claims and judgments outstanding at year-end. When it is probable that a claim liability has incurred at year-end, and the amount of loss can be reasonably estimated, the City records the estimated loss.

P. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the pension plans' fiduciary net position and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans.

For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

The following timeframes are used for pension reporting:

Valuation Date:	June 30, 2018
Measurement Date:	June 30, 2019
Measurement Period:	July 1, 2017 to June 30, 2018

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

Q. Net Position

For government-wide and proprietary fund financial statements, net position represents the difference between all other elements in the statement of net position and should be displayed in the following three components:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of those assets.
Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.
Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

R. Fund Balances

In the governmental fund financial statements, fund balance is composed of five classifications designed to show the hierarchy of constraints placed on how fund balance can be spent. The governmental fund types classify fund balances as follows:

Non-spendable – This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Inventories – Portion of fund balance that is not an available resource because it represents the year-end balance of ending inventories which are not spendable resources.

Prepaid Items – Portion of fund balance that is not an available resource because it represents the year-end portion of prepaid items which are not spendable resources.

Restricted – This classification includes revenue sources that are restricted to specific purposes externally imposed by 1) external parties (grantors or creditors) 2) imposed by law through constitutional provisions or 3) enabling legislation legally enforceable by external parties.

Committed – Represents portion of fund balance that can only be used for specific purpose imposed by majority vote of City Council, the highest level of decision-making authority. Such commitment is made via a Council resolution and must be made prior to the end of the fiscal year. Any changes or removal of specific purposes requires majority action as well by the governing body. Committed funds include funds for capital projects and specified program services as defined by the creation of the fund.

Assigned – Amounts are constrained by the City's intent to be used for specific purposes. Intent should be expressed by the Council or the City Manager but requires City Council to approve a resolution to set up encumbrances.

Unassigned – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and does not have a specific purpose. In the governmental funds, other than the general fund, if expenditures incurred exceeded the amounts restricted, committed or assigned, the fund may report a negative fund balance as unassigned.

NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

R. Fund Balances (Continued)

The City has a revenue spending guideline for programs with multiple revenue sources. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance and lastly unassigned fund balance. Management may deviate from this policy if it's in the best interest of the City.

	General Fund	Highway Users Fund	Debt Service Fund	Non-Major Governmental Funds
Fund Balances:				
Non spendable:				
Prepaid items	$ 44,445	$	$ 143	$ 78,400
Inventory	20,513	119,221		
Restricted:				
HURF		1,033,531		
Assessment districts				329,190
Capital projects				2,883,548
Other purposes				305,689
Unassigned	20,076,139		(70,294)	(60,929)
Total fund balances	$ 20,141,097	$ 1,152,752	$ (70,151)	$ 3,535,898

S. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of the contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

T. Budget

The City publishes and adopts an annual budget in accordance with applicable state statutes. The City prepares an annual budget on a basis consistent with Generally Accepted Accounting Principles for all governmental funds. After review of the tentative budgets, City Council holds public hearings and then adopts the annual budget for the General, Special Revenue, Debt Service, Capital Projects, and Enterprise funds. All annual appropriations lapse at the fiscal year end.

The appropriated budget is prepared by fund and department on the same basis of accounting as required for governmental fund types and conforms to GAAP. Amendments are required for any revisions that increases total expenditures of any fund or that change functional appropriations. During the year, several amendments to the original budget were necessary to meet the needs of the City. Also, transfers of appropriations between departments and over-expenditures of appropriations at the department level require Council approval. The City legal level of budgetary control, which is the level at which expenditures may not legally exceed appropriations, is at the department level.

NOTE 2- CASH AND INVESTMENTS

Cash and investments are classified in the accompanying financial statements as follows:

	Primary Government		Component Unit	
	Governmental Activities	Business-type Activities	Detention Facility	Total
Equity in pooled cash	$ 7,571,615	$ 2,212,176	$	$ 9,783,791
Cash and cash equivalents	3,888,816	1,575,415	2,084,482	7,548,713
Investments	12,881,305	13,364,119		26,245,424
Restricted assets:				
Cash and investments	2,251,562	668,481	5,631,340	8,551,383
Total	$ 26,593,298	$ 17,820,191	$ 7,715,822	$ 52,129,311

Cash and investments consisted of the following:

Cash on hand	$ 5,100
Demand deposits	15,242,922
Investments	34,796,807
Total	$ 52,129,311

Custodial Credit Risk - Demand Deposits. For deposits, custodial credit risk is the risk that in the event of bank failure the City's deposits may not be returned to the City. The City does not have a policy for custodial credit risk. The carrying amounts of the City's demand deposits were $15,242,922 at June 30, 2020. Bank balances were $15,474,645 at that date, the total amount of which was collateralized or insured with securities held by the pledging financial institutions in the City's name.

Risk Disclosures – Interest Rate Risk. Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity, the greater the sensitivity its fair value is to changes in market interest rates. The City does not have a formal investment policy that limit its investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rate.

	Fair Value	Investment Maturities (in years) Less than 1
Money Market	$ 10,635,865	$ 10,635,865
State Treasurer	26,245,424	26,245,424
Total	$ 36,881,289	$ 36,881,289

Investment should be recorded at fair value in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. Accordingly, the change in fair value of investments will be recognized as an increase or decrease to investment assets and investment income as applicable.

NOTE 2- CASH AND INVESTMENTS (CONTINUED)

The City measures and records investment using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1: Quoted prices for identical investments in active markets;
- Level 2: Observable inputs other than quoted market prices; and,
- Level 3: Unobservable inputs.

At June 30, 2020, City's investment in mutual funds were considered to be level one investments.

Credit Risk. Credit risk is defined as the risk that an issuer of an investment will not fulfill its obligation to repay the holder at the maturity date. This is generally measured by the assignment of a rating by a nationally recognized statistical organization. However, some issuers do not seek a credit rating. The City has no investment policy that would further limit its investment choices. As of June 30, 2020, the City's investment in the State Treasurer's Government Investment Pool (LGIP) were rated AAA by Standard and Poor's Corporation. The City's investment in mutual funds were rated Aaa by Moody's Corporation.

That portion of the external investment pool which belongs to local government participants is reported in the State's Annual Financial Report. A copy of the report can be obtained from the State's website at www.aztreasury.gov or by writing to Arizona State Treasurer's Office, 1700 West Washington Street, 1st Floor, Phoenix, AZ 85007. The City's position in the LGIP at June 30, 2020 is stated at cost, which approximates fair value.

The State Treasurer's pools are external investment pools, the Local Government Investment Pool (Pool 5) and Local Government Investment Pool-Government (Pool 7), with no regulatory oversight. The pools, as investment companies, are not registered with the Securities and Exchange Commission. The activity and performance of the pools are reviewed monthly by the State Board of Investment. The fair value of each participant's position in the State Treasurer investment pools approximates the value of the participant's shares in the pool and the participants' shares are not identified with specific investments. Participants in the pool are not required to categorize the value of shares in accordance with the fair value hierarchy.

Custodial Credit Risk – Investments. For investments, custodial credit risk is the risk that, in the event of the counterparty's failure, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At June 30, 2020, the City had $10,635,865 of money market funds that were uninsured and uncollateralized. The City's investment in the State Treasurer's investment pool represents a proportionate interest in the pool's portfolio; however, the City's portion is not identified with specific investments and is not subject to custodial credit risk.

Concentration Credit Risk. The City places no limit on the amount the City may invest in any one issuer. As of June 30, 2020, the City's investments included 29 percent invested in money market funds, and 71 percent invested in the State Treasurer's investment pool.

NOTE 3- RECEIVABLES

Receivables are reported net of allowance for uncollectible of $1,425,339 for Proprietary Fund receivables and $1,678,920 for Governmental funds receivable of which the majority relates to court fines. As of year-end, the City's net receivables for individual major governmental funds, non-major governmental funds in the aggregate, and major enterprise funds are as follows:

	Governmental Activities					
	General Fund	Highway Users Fund	Debt Service Fund	Non-Major Governmental Funds	Internal Service - Insurance Fund	Total
Accounts receivables	$ 899,726	$	$ 12	$ 12,698	$ 55,840	$ 968,276
Fines receivable	766,484					766,484
Due from governmental entities	1,538,924	223,262		1,673,061		3,435,247
Net total receivables	$ 3,205,134	$ 223,262	$ 12	$ 1,685,759	$ 55,840	$ 5,170,007

	Business-Type Activities						
	Water Fund	Wastewater Fund	Sanitation Fund	Business Incubator Fund	Business Center Fund	Ambulance Services Fund	Total
Accounts receivable	$ 579,187	$ 156,205	$ 41,589	$ 744	$ 50,000	$ 597,614	$ 1,425,339
Notes receivable	74,235						74,235
Net total receivables	$ 653,422	$ 156,205	$ 41,589	$ 744	$ 50,000	$ 597,614	$ 1,499,574

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, unavailable revenue of $1,148,338 consisted mostly of fines receivable reported in the General Fund.

NOTE 4- INTERFUND TRANSACTIONS

A. Due From and To Other Funds

Fund	Due from other Funds	Due to other Funds
General	$ 4,536,212	$ 239,896
Debt Service		1,426,766
Non-Major Governmental		1,577,983
Business Incubator		588,424
Business Center		943,039
Insurance	239,896	
Total	$ 4,776,108	$ 4,776,108

All balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made.

NOTE 4- INTERFUND TRANSACTIONS (CONTINUED)

B. Transfers

Transfers between funds of the primary government:

	Transfers from:				
Transfers to:	General Fund	Highway Users Fund	Non-Major Governmental Funds	Ambulance Services Fund	Total
Highway Users Fund	$ 420,000	$	$ 440	$	$ 420,440
Debt Service Fund	995,251		300,000		1,295,251
Non-Major Governmental Funds	34,429	219,903	675	8,339	263,346
Water Fund			399		399
Wastewater Fund			161,392		161,392
Sanitation Fund			330		330
Business Incubator Fund			81		81
Ambulance Services Fund			211,288		211,288
Total	$ 1,449,680	$ 219,903	$ 674,605	$ 8,339	$ 2,352,527

Transfers are used (1) to move receipts restricted for debt service from the collecting funds to the funds obligated to pay debt service payments (2) to meet local match requirements for federal grants (3) to move funds from the special revenue grants funds that manage the grant revenues received to the funds incurring the grant expenses

NOTE 5- CAPITAL ASSETS

A summary of capital asset activity for the fiscal year ended June 30, 2020 follows:

Governmental Activities	Beginning Balance, as restated	Increase	Decrease	Ending Balance
Capital assets, not being depreciated:				
Land	$ 2,073,972	$ 294,053	$	$ 2,368,025
Construction in progress	775,827	333,621	54,613	1,054,835
Total capital assets, not being depreciated	2,849,799	627,674	54,613	3,422,860
Capital assets, being depreciated:				
Buildings and improvements	24,956,639	242,430		25,199,069
Machinery and equipment	12,223,652	764,930	111,485	12,877,097
Infrastructure	61,300,702	2,450,039		63,750,741
Total capital assets being depreciated	98,480,993	3,457,399	111,485	101,826,907
Less accumulated depreciation for:				
Buildings and improvements	(9,454,360)	(714,183)		(10,168,543)
Machinery and equipment	(8,520,188)	(816,806)	(96,716)	(9,240,278)
Infrastructure	(24,694,138)	(1,821,777)		(26,515,915)
Total accumulated depreciation	(42,668,686)	(3,352,766)	(96,716)	(45,924,736)
Total capital assets, being depreciated, net	55,812,307	104,633	14,769	55,902,171
Governmental activities capital assets, net	$ 58,662,106	$ 732,307	$ 69,382	$ 59,325,031

NOTE 5- CAPITAL ASSETS (CONTINUED)

Business-type Activities	Beginning Balance	Increase	Decrease	Ending Balance
Capital assets, not being depreciated:				
Land	$ 685,239	$	$	$ 685,239
Construction in progress	107,468		73,696	33,772
Total capital assets, not being depreciated	792,707		73,696	719,011
Capital assets, being depreciated:				
Buildings and improvements	9,812,282	110,376		9,922,658
Machinery and equipment	10,090,660	328,847		10,419,507
Infrastructure	58,336,651	1,067,671		59,404,322
Total capital assets being depreciated	78,239,593	1,506,894		79,746,487
Less accumulated depreciation for:				
Buildings and improvements	(2,599,954)	(308,829)		(2,908,783)
Machinery and equipment	(7,646,629)	(487,632)		(8,134,261)
Infrastructure	(16,551,189)	(1,309,689)		(17,860,878)
Total accumulated depreciation	(26,797,772)	(2,106,150)		(28,903,922)
Total capital assets, being depreciated, net	51,441,821	(599,256)		50,842,565
Business-type activities capital assets, net	$ 52,234,528	$ (599,256)	$ 73,696	$ 51,561,576

Discretely Presented Component Unit	Beginning Balance	Increase	Decrease	Ending Balance
Capital assets, not being depreciated:				
Land	$ 661,359	$	$	$ 661,359
Total capital assets, not being depreciated	661,359			661,359
Capital assets, being depreciated:				
Buildings and improvements	34,129,886			34,129,886
Machinery and equipment	329,194			329,194
Total capital assets being depreciated	34,459,080			34,459,080
Less accumulated depreciation for:				
Buildings and improvements	(7,615,668)	(762,809)		(8,378,477)
Machinery and equipment	(329,194)			(329,194)
Total accumulated depreciation	(7,944,862)	(762,809)		(8,707,671)
Total capital assets, being depreciated, net	26,514,218	(762,809)		25,751,409
Discretely presented component unit capital assets, net	$ 27,175,577	$ (762,809)	$	$ 26,412,768

NOTE 5- CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	Amount
General government	$ 432,307
Public safety	532,548
Health and welfare	11,491
Culture and recreation	349,108
Community development	21,396
Public works and streets	2,005,916
Total depreciation expense	$ 3,352,766

Business-type activities:	
Water	$ 643,562
Wastewater	1,018,535
Business Center	193,490
Sanitation	123,390
Business Incubator	47,232
Ambulance Services	79,941
Total depreciation expense	$ 2,106,150

Discretely presented Component Unit:	
Detention Facility	$ 762,809
Total depreciation expense	$ 762,809

NOTE 6- CONSTRUCTION COMMITMENTS

The City entered into several construction contracts for street projects (special revenue fund projects) and wastewater treatment projects totaling almost $1.1 million. These commitments have only been recorded in the accompanying financial statements for work completed as of June 30, 2020. The remaining balance for work not yet complete at the end of the year is estimated at $907,552 for governmental activities projects and $4,478 for business-type activities projects.

NOTE 7- OPERATING LEASES

The City receives lease payments for leasing a commercial building to Advance Call Center Technologies, LLC (ACT). The term of this agreement has an ending date of April 30, 2027. The tenant has the option to extend the term for two additional periods of (5) years each. Lease payments received during the fiscal year amounted to $600,000.

Year Ending June 30:	
2021	$ 600,000
2022	600,000
2023	600,000
2024	600,000
2025	600,000
2026-27	1,100,000
Total	$ 4,100,000

NOTE 8- OBLIGATIONS UNDER CAPITAL LEASES

The City has acquired two wheeled coach ambulances under the provisions of a long-term lease agreement classified as a capital lease. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of its future minimum lease payments as of the inception date. The Ambulance Services Fund is used to pay the capital lease obligation. Amortization of assets recorded under capital leases is included within depreciation expense.

The City has acquired one copier machine under the provisions of a long-term lease agreement classified as a capital lease. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of its future minimum lease payment as of the inception date. The General Fund is used to pay the capital lease obligation. Amortization of assets recorded under capital leases is included with depreciation expense.

The City has acquired 63 portable radios for the City of San Luis Fire and Police Departments under the provisions of a long-term lease agreement classified as a capital lease. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of its future minimum lease payment as of the inception date. The General Fund and the Ambulance Fund are used to pay the capital lease obligation. Amortization of assets recorded under capital leases is included within depreciation expense.

The City has acquired two vehicles under the provisions of a long-term lease agreement classified as a capital lease. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of its future minimum lease payment as of the inception date. The General Fund is used to pay the capital lease obligation. Amortization of assets recorded under capital leases is included within depreciation expense.

The assets acquired through capital leases that meet the City capitalization threshold are as follows:

Asset:	Governmental Activities	Business-Type Activities	Total
Machinery and equipment	$ 352,478	$ 442,890	$ 795,368
Less: Accumulated Depreciation	82,578	183,525	266,103
Total	$ 269,900	$ 259,365	$ 529,265

The future minimum lease obligations and the net present value of these minimum leases payments at year end were as follows:

Year ending June 30,	Governmental Activities	Business-Type Activities	Total
2021	$ 53,841	$ 87,281	$ 141,122
2022	53,841	87,281	141,122
2023	53,844	5,233	59,077
2024	51,002	5,233	56,235
2025	56,652	5,233	61,885
Total minimum lease payments	269,181	190,260	459,441
Less: amount representing interest	8,332	7,667	15,999
Present value of minimum lease payments	260,849	182,593	443,442
Due within one year	$ 51,859	$ 82,196	$ 134,055

NOTE 9- REVENUE BONDS PAYABLE

PRIMARY GOVERNMENT

Revenue bonds payable at June 30, 2020 consisted of the outstanding revenue bonds presented below. The bonds are generally callable with interest payable semiannually.

In November 2014 the City issued $28,795,000 in Excise Tax Revenue Refunding Obligations Series 2014A and $2,220,000 Series 2014B Taxable Obligations collectively with an average true-interest rate of 4.02 percent to refund the 2005 San Luis Civic Improvement Corporation (SLCIC) in the amount of $40,000,000.

Purpose	Original Amount Issued	Interest Rate	Maturity	Outstanding Principal June 30, 2020
Governmental activities	$ 12,085,700	4.00-5.00%	7/1/20-38	$ 10,263,979
Business-type activities	18,929,300	4.00-5.00%	7/1/20-38	16,076,021
Total				$ 26,340,000

Future debt service requirements for SLCIC revenue bonds are as follows:

	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
Year Ending June 30:				
2021	$ 339,015	$ 500,398	$ 530,985	$ 783,752
2022	356,551	483,009	558,449	756,516
2023	374,086	464,743	585,914	727,907
2024	391,621	445,600	613,379	697,925
2025	411,105	425,532	643,895	666,493
2026-30	2,369,210	1,810,595	3,710,789	2,835,855
2031-35	3,021,912	1,142,764	4,733,087	1,789,861
2036-39	3,000,479	309,303	4,699,521	484,447
Total	$ 10,263,979	$ 5,581,944	$ 16,076,019	$ 8,742,756

In October 2017, the City issued $14,540,000 in Excise Tax Revenue Refunding Obligations Tax Exempt Series 2017A $2,825,000, and $11,715,000 Series 2017B Taxable Obligations collectively with average true-interest rate of 3% to refund the Greater Arizona Development Authority (GADA) obligations in the amount of $12,845,000.

Purpose	Original Amount Issued	Interest Rate	Maturity	Outstanding Principal June 30, 2020
Governmental activities	$ 2,825,000	4.00-5.00%	7/1/20-27	$ 2,315,000
Business-type activities	11,715,000	2.00-3.50%	7/1/20-31	10,130,000
Total				$ 12,445,000

NOTE 9- REVENUE BONDS PAYABLE (CONTINUED)

PRIMARY GOVERNMENT (Continued)

	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
Year Ending June 30:				
2021	$ 245,000	$ 108,400	$ 765,000	$ 283,776
2022	255,000	97,125	780,000	268,326
2023	265,000	84,125	795,000	251,582
2024	280,000	70,500	815,000	232,450
2025	295,000	56,125	830,000	210,850
2026-30	975,000	74,625	4,545,000	656,119
2031-35			1,600,000	49,000
Total	$ 2,315,000	$ 490,900	$ 10,130,000	$ 1,952,103

The City has pledged to repay $45,555,000 in Excise Tax Revenue Refunding Bonds issued in 2014 and 2018 and payable through 2038. Pledged revenues on the bonds include excise taxes, state shared revenues, permit fees, and franchise taxes. Excise taxes are defined to include the transaction privilege tax and business taxes, which the City imposes. A portion of the debt service is funded by the revenues directly or indirectly derived from the operation and use of the water system. However, that does not relieve the aforementioned revenues to be pledged. In 2020 the revenue pledged amounted to $21.5 million. Principal and interest for the current year were $1,880,000 and $1,710,626 respectively. The coverage ratio (pledged revenues to debt service) for 2020 is 5.98. More in depth disclosures can be referenced from the statistical section, Table XII.

In November 2013, the City issued direct placement Utility Revenue Bonds Series 2013 totaling $6,580,000 to finance the construction of new water and sewer lines. Payments will be effected when due from pledged revenues.

Purpose	Original Amount Issued	Interest Rate	Maturity	Outstanding Principal June 30, 2020
Business-type activities	$ 6,580,000	3.80%	7/1/20-2033	$ 5,475,000

Future debt service requirements for the Utility Revenue Bond payable are as follow:

	Business-Type Activities		
	Principal	Interest	Total
Year Ending June 30:			
2021	$ 305,000	$ 202,255	$ 507,255
2022	315,000	190,475	505,475
2023	325,000	178,315	503,315
2024	340,000	165,680	505,680
2025	350,000	152,570	502,570
2026-30	1,975,000	547,675	2,522,675
2031-34	1,865,000	145,255	2,010,255
Total	$ 5,475,000	$ 1,582,225	$ 7,057,225

NOTE 9- REVENUE BONDS PAYABLE (CONTINUED)

PRIMARY GOVERNMENT (Continued)

The City has pledged to repay $6,580,000 in Utility Revenue Bonds issued in 2013, and payable through 2033. The bonds are collaterized by net operating revenues and investment income of the Water and Wastewater Enterprise Funds. In 2020 the revenue pledged amounted to $4.6 million. Principal and interest for the current year were $ 305,000 and $208,050, respectively. The coverage ratio (pledged revenues to debt service) for 2020 is 8.91. More in depth disclosures can be referenced from the statistical section, Table XIII.

DISCRETELY PRESENTED COMPONENT UNIT

In October 2005, the San Luis Facility Development Corporation (SLFDC) issued Senior Lien Project Revenue Bonds Series 2005 totaling $27,795,000 to finance the construction of a regional detention facility. The principal and interest on the bonds are not a general obligation of the Corporation and City, but the issuer entered into agreements to house prisoners and the revenues from there are to be pledged to secure payment of the bonds. Again, in February 2011, the SLFDC issued Senior Lien Project Revenue Bonds Series 2011 totaling $20,165,000 to finance the construction for an expansion of the existing regional detention facility. The bonds were issued with the same terms and conditions as the previous issues. Subsequently, during April 2014 and July 2014 the Corporation refunded both issues following an IRS audit in which the issues were found to be taxable as opposed to the non-taxable status at time of issuance. The refunding amounts were $26,090,000 and $20,835,000 respectively.

Purpose	Original Amount	Interest Rate	Maturity	Outstanding Principal June 30, 2020
Detention facility	$ 26,090,000	5.70-7.25%	5/1/21-30	$ 21,155,000
Detention facility	20,835,000	5.60-6.95%	5/1/21-27	13,835,000
Total				$ 34,990,000

Future debt service requirements for the SLCFDC revenue bonds are as follows:

	Principal		Interest	
	2014 Series Principal	2014 Series A Principal	2014 Series Interest	2014 Series A Interest
Year Ending June 30:				
2021	$ 980,000	$ 1,380,000	$ 1,497,440	$ 933,252
2022	1,035,000	1,460,000	1,439,620	853,212
2023	1,095,000	1,550,000	1,375,450	764,152
2024	1,175,000	1,660,000	1,298,800	646,428
2025	1,260,000	1,775,000	1,216,550	541,058
2026-30	15,610,000	6,010,000	4,244,402	703,688
Total	$ 21,155,000	$ 13,835,000	$ 11,072,262	$ 4,451,790

The SLFDC has pledged to repay $46,925,000 in Refunding Revenue Bonds issued in 2014, and payable through 2030. The bonds are collaterized by Detention Center operating revenue. In 2020 the revenue pledged amounted to $24.4 million. Principal and interest for the current year were $ 2,235,000 and $2,535,764 respectively. The coverage ratio (pledged revenues to debt service) for 2020 is 5.14.

NOTE 10- NOTE OBLIGATIONS

Outstanding long-term debt and current portions are summarized as follows:

Governmental activities	**CURRENT PORTION**	**LONG TERM PORTION**	**TOTAL**
Notes payable to the Walmart Store for $376,000 dated October 4, 2006 for road extension. Note is due in quarterly installments of the first 1% of City Sales Tax collected on retail sales from the Walmart Store until fully paid.	$	$ 129,217	$ 129,217

Business-type activities	**CURRENT PORTION**	**LONG TERM PORTION**	**TOTAL**
Note payable to 1st Bank Yuma issued on February 26, 2019 for equipment purchase for the amount of $ 246,842 with an interest rate 4.5% payable in 6 years	$ 47,788	$ 138,550	$ 186,338

Debt service requirements on all debt to maturity are shown below.

	Business-Type Activities		
	Principal	Interest	Total
Year Ending June 30:			
2021	$ 47,788	$ 7,515	$ 55,303
2022	50,014	5,288	55,302
2023	52,344	2,958	55,302
2024	36,192	626	36,818
Total	$ 186,338	$ 16,387	$ 202,725

NOTE 11- CHANGE IN LONG-TERM LIABILITIES

Compensated Absences

The City's policy relating to compensated absences is described in Note 1-L. As shown in the table below, the long-term portion of this debt, amounting to $712,047 for governmental activities and $131,304 for business-type activities at June 30, 2020 is expected to be paid in future years from future resources. Compensated absences for governmental activities have been liquidated primarily by the General Fund. Pension liabilities have typically been liquidated with General Fund and Proprietary Fund revenues.

Long-term liability activity for all categories for the year ended June 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Compensated absences	$ 641,133	$ 532,866	$ 461,952	$ 712,047	$ 545,861
Revenue bonds payable	13,146,304		567,325	12,578,979	584,015
Revenue bonds premium	1,400,011		97,871	1,302,140	
Note payable	174,462		45,245	129,217	
Capital leases	265,209	42,303	46,663	260,849	51,859
Pension	11,892,898	2,030,613		13,923,511	
Governmental activities long-term liabilities	$ 27,520,017	$ 2,605,782	$1,219,056	$ 28,906,743	$1,181,735
Business-type activities:					
Compensated absences	$ 94,382	$ 142,813	$ 105,888	$ 131,307	$ 100,661
Revenue bonds payable	27,473,696		1,267,675	26,206,021	1,295,985
Revenue bonds premium	1,636,259		86,118	1,550,141	
Revenue bonds discount	(134,969)		(10,987)	(123,982)	
Direct placement revenue bonds	5,770,000		295,000	5,475,000	305,000
Note payable	243,768		57,430	186,338	47,788
Capital leases	262,368		79,775	182,593	82,196
Pension	1,861,624	129,940		1,991,564	
Business-type activities long-term liabilities	$ 37,207,128	$272,753	$1,880,899	$ 35,598,982	$1,831,630
Discretely presented component units:					
Revenue bonds payable	$ 37,225,000	$	$ 2,235,000	$ 34,990,000	$2,360,000
Revenue bonds discount	(737,023)		(74,952)	(662,071)	
Discretely presented component unit long-term liabilities	$ 36,487,977	$	$ 2,160,048	$ 34,327,929	$2,360,000

NOTE 12- COMMITMENTS AND CONTINGENCIES

Federal and State Grants – The City has received a number of grants from both Federal and State governments. Although the programs have been audited by the respective agencies, not all audits have been approved as of June 30, 2020; however, the City expects no material disallowance of expenditures.

Lawsuits – The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's legal counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

Guarantees - In May 2020, the City Council guaranteed a $1.0 million loan of the GYPA in accordance with A.R.S. Repayments of the loan are made monthly through June 29, 2025 and calculated using a four percent interest rate. In the event that the GYPA defaults on the loan, the City will be responsible for 33% of the payments not satisfied by the liquidation of collateral pledged for the loan.

NOTE 13- STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Individual Deficit /Net Position – At June 30, 2020, the following individual funds reported deficits in Net Position.

	Deficit
Governmental Funds:	
Debt Service	$ (70,151)
Enterprise Funds:	
Business Center	(5,998,490)
Discretely resented component:	
Detention Facility	(3,290,089)

The fund balance deficit of the Debt Service Fund is expected to be subsidized through future interfund transfers from the General Fund.

The net position deficit of the Business Center Fund is expected to be subsidized through future rent revenues of unoccupied building space.

The net position deficit of the Detention Facility is expected to be eliminated by additional revenues received during fiscal year 2020-21.

NOTE 14- RISK MANAGEMENT

The City of San Luis, Arizona is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and potential workers-related accidents. The City carries commercial insurance for vision, life, disability and stop loss. The City's insurance protection is provided by the Arizona Municipal Risk Retention Pool, of which the City is a participating member.

NOTE 14- RISK MANAGEMENT (CONTINUED)

The Arizona Municipal Risk Retention Pool is structured such that member premiums are based on an actuarial review that will provide adequate reserves to allow the pool to meet its expected financial obligations. The pool has the authority to assess its members' additional premiums should reserves and annual premiums be insufficient to meet the pool's obligations. There were no settlements in excess of insurance coverage in any of the prior three fiscal years.

The City established an Insurance Fund (an Internal Service Fund) during fiscal year 2012 to account for and finance its uninsured risks of loss related to health and dental claims. The program provides annual coverage per individual for up to a maximum of $50,000 for each claim. In addition, the City has an annual aggregate stop loss amount of $1.0 million. The City purchases commercial insurance for claims in excess of these specified amounts.

Liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, for example from salvage or subrogation, are another component of the claims liability estimate. Changes in the balances of claims liabilities during the past two years are as follows:

	Year Ended June 30, 2020	Year Ended June 30, 2019
Unpaid claims, beginning of fiscal year	$ 284,423	$ 158,401
Incurred claims (including IBNRs)	1,126,100	1,561,171
Claim payments	(1,159,863)	(1,435,149)
Unpaid claims, end of fiscal year	$ 250,660	$ 284,423

NOTE 15- RETIREMENT PLANS

The City contributes to four plans, all of which are described below. The plans are component units of the State of Arizona.

At June 30, 2020, the City reported the following aggregate amounts related to pensions for all plans to which it contributes:

	Governmental Activities	Business-Type Activities	Total
Net pension liability	$ 13,923,511	$ 1,991,564	$ 15,915,075
Deferred outflows of resources	4,127,158	572,789	4,699,947
Deferred inflows of resources	1,618,412	399,816	2,018,228
Pension expense	1,674,510	217,129	1,891,639

NOTE 15- RETIREMENT PLANS (CONTINUED)

The City reported $1,918,606 of pension contributions as expenditures in the governmental and proprietary funds related to all plans to which it contributes.

Arizona State Retirement System

Plan Description – City employees participate in the Arizona State Retirement System (ASRS). The ASRS administers a cost-sharing multiple-employer defined benefit pension plan, a cost-sharing multiple-employer defined benefit health insurance premium benefit (OPEB) plan, and a cost-sharing multiple-employer defined benefit long-term disability (OPEB) plan. The Arizona State Retirement System Board governs the ASRS according to the provisions of A.R.S. Title 38, Chapter 5, Articles 2 and 2.1. ASRS is a component unit of the State of Arizona. The ASRS issues a publicly available financial report that includes its financial statements and required supplementary information. The report is available on the ASRS website at www.azasrs.gov.

The ASRS OPEB plans are not further disclosed because of their relative insignificance to the City's financial statements.

Benefits Provided – The ASRS provides retirement benefits, health insurance premium supplement, long-term disability, and survivor benefits. State statute establishes benefits terms. Retirement benefits are calculated on the basis of age, average monthly compensation, and service credit as follows:

ASRS

	ASRS Retirement Initial membership date:	
	Before July 1, 2011	**On or after July 1, 2011**
Years of service and age required to receive benefit	Sum of years and age equals 80 10 years age 62 5 years age 50* any years age 65	30 years age 55 25 years age 60 10 years age 62 5 years age 50* any years age 65
Final average salary is based on	Highest 36 months of last 120 months	Highest 60 months of last 120 months
Benefit percent per year of service	2.1% to 2.3%	2.1% to 2.3%
	*With actuarially reduced benefits	

Retirement benefits for members who joined the ASRS prior to September 13, 2013, are subject to automatic cost-of-living adjustments based on excess investment earning. Members with a membership date on or after September 13, 2013, are not eligible for cost-of-living adjustments. Survivor benefits are payable upon a member's death. For retired members, the survivor benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to the member's account balance that includes the member's contributions and employer's contributions, plus interest earned.

NOTE 15- RETIREMENT PLANS (CONTINUED)

Contributions - In accordance with state statutes, annual actuarial valuations determine active member and employer contribution requirements. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. For the current fiscal year, active ASRS members were required by statute to contribute at the actuarially determined rate of 12.11 percent (11.94 percent for retirement and 0.17 percent for long-term disability) of the members' annual covered payroll, and the City was required by statute to contribute at the actuarially determined rate of 12.11 percent (11.45 percent for retirement, 0.49 percent for health insurance premium benefit, and 0.17 percent for long-term disability) of the active members' annual covered payroll. The City's contributions to the pension plan for the year ended June 30, 2020 were $848,424.

Employers are also required to pay an Alternative Contribution rate (ACR) for retire members who return to work in positions that would typically be filled by an employee who contributes to ASRS. The City was required by statute to contribute at the actuarially determined rate of 10.41 percent (10.29 for retirement, 0.05 percent for health insurance premium benefit, and 0.07 percent for long-term disability). ACR contributions are included in employer contributions presented above.

The City's pension contributions are paid by the same funds as the employee's salary, with the largest component coming from the General Fund.

Pension Liability – At June 30, 2020, the City reported a liability of $9,288,007 for its proportionate share of the ASRS' net pension liability. The net pension liability was measured as of June 30, 2019. The total pension liability used to calculate the net pension liability was determined using update procedures to roll forward the total pension liability from an actuarial valuation as of June 30, 2018, to the measurement date of June 30, 2019.

The City's reported liability at June 30, 2020 increased by $450,123 from the City's prior year liability of $8,837,885 because of changes in the ASRS' net pension liability and the City's proportionate share of that liability. The ASRS' publicly available financial report provides details on the change in the net pension liability.

Net Liability	City % Proportion	Increase (Decrease)
$ 9,288,008	0.064	0.000

The City's proportion of the net pension liability was based on total ASRS employer's pension liability. The City's proportion measured as of June 30, 2019, was .0638 percent, which was an increase of .00004 from its proportion measured as of June 30, 2018.

NOTE 15- RETIREMENT PLANS (CONTINUED)

Pension Expense and Deferred Outflows/Inflows of Resources – For the year ended June 30, 2020, the City recognized pension expense for ASRS of $897,425. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 167,790	$ 1,746
Changes of assumptions or other inputs	39,261	369,867
Net difference between projected and actual earnings on pension investments		208,762
Changes in proportion and differences between contributions and proportionate share of contributions	43,971	16,374
Contributions subsequent to the measurement date	848,424	
Total	$ 1,099,446	$ 596,749

The $848,424 reported as deferred outflows of resources related to ASRS pensions resulting from city contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to ASRS pension will be recognized in pension expense as follows:

Year Ending June 30:	
2021	$ (134,950)
2022	(226,598)
2023	(40,091)
2024	55,912

Actuarial Assumptions – The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date	June 30, 2018
Actuarial roll forward date	June 30, 2019
Actuarial cost method	Entry age normal
Investment rate of return	7.5%
Projected salary increases	2.7-7.2%
Inflation	2.3%
Permanent base increases	Included
Mortality rates	2017 SRA Scale U-MP
Healthcare cost trend rate	Not applicable

NOTE 15- RETIREMENT PLANS (CONTINUED)

Actuarial assumptions used in the June 30, 2018, valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2016. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The Board adopted the experience study recommended changes which were applied to June 30, 2017, actuarial valuation.

The long-term expected rate of return on ASRS pension plan investments was determined to be 7.50 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage excluding any expected inflation.

On June 29, 2018, the ASRS Board approved updated strategic asset allocation targets, to be effective July 2018. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Geometric Real Rate of Return
Equity	50%	6.09%
Credit	20	5.36
Interest rate sensitive bonds	10	1.62
Real estate	20	5.85
Total	100%	

Discount Rate. The discount rate used to measure the ASRS total pension liability was 7.5 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the ASRS Board's funding policy, which establishes the contractually required rate under Arizona statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.5 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
Rate	6.5%	7.5%	8.5%
Net liability	$ 13,218,986	$ 9,288,008	$ 6,002,721

NOTE 15- RETIREMENT PLANS (CONTINUED)

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in a separately issued ASRS financial report. The report is available on the ASRS website at www.azasrs.gov.

Public Safety Personnel Retirement System

Plan Description – City public safety personnel who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS). The PSPRS administers an agent multiple-employer defined benefit pension plan. A nine-member board known as the Board of Trustees and the participating local boards govern the PSPRS according to the provisions of A.R.S. Title 38, Chapter 5, Article 4. Employees who were PSPRS members before July 1, 2017, participate in the agent plans, and employees who became PSPRS members on or after July 1, 2017, participate in either agent plans or cost-sharing plans (PSPRS Tier 3 Risk Pool).

The PSPRS issue publicly available financial reports that include their financial statements and required supplemental information. The reports are available on the PSPRS Web site at www.psprs.com.

The PSPRS Tier 3 Risk Pool plan and the PSPRS OPEB plans are not further disclosed because of their relative insignificance to the City's financial statements.

Benefits Provided – The PSPRS provides retirement, disability, and survivor benefits. State statute establishes benefits terms. Retirement, disability, and survivor benefits are calculated on the basis of age, average monthly compensation, and service credit as follows. See the publicly available PSPRS financial report for additional benefits information.

	Retirement Initial Membership Date:	
	Tier 1	Tier 2
Years of service and age required to receive benefit	20 years of service, any age 15 years of service, age 62	25 years or 15 years of credited service, age 52.5
Final average salary is based on	Highest 36 consecutive months of last 20 years	Highest 60 consecutive months of last 20 years
Normal retirement	50% less 2.0% for each year of credited service less than 20 years or plus 2.0% to 2.5% for each year of credited service over 20 years, not to exceed 80%	1.5 % to 2.5% per year of credited service, not to exceed 80%
Accidental disability retirement	50% or normal retirement, whichever is greater	
Accidental disability retirement	50% or normal retirement, whichever is greater	
Catastrophic disability retirement	90% for the first 60 months then reduced to either 62.5% or normal retirement, whichever is greater	
Ordinary disability retirement	Normal retirement calculated with actual years of credited service or 20 years of credited service, whichever is greater, multiplied by years of credited service (not to exceed 20 years) divided by 20	
Survivor benefit:		
Retired members	80% to 100% of retired member's pension benefit	
Active members	80% to 100% of accidental disability retirement benefit or 100% of average monthly compensation if death was the result of injuries received on the job	

NOTE 15- RETIREMENT PLANS (CONTINUED)

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on inflation. PSPRS also provides temporary disability benefits of 50 percent of the member's compensation for up to 12 months.

Employees Covered by Benefit Terms – At June 30, 2020, the following employees were covered by the agent pension plans' benefit terms:

	PSPRS - Police	PSPRS - Fire
Retirees and beneficiaries	9	3
Inactive, non-retired members	1	4
Active members	30	28
Total	40	35

Contributions – State statutes establish the pension contribution requirements for active PSPRS employees. In accordance with state statutes, annual actuarial valuations determine employer contribution requirements for PSPRS pension benefits. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. Contributions rates for the year ended June 30, 2020, are indicated below. Rates are a percentage of active members' annual covered payroll.

	PSPRS - Police	PSPRS - Fire
Active members – pension	7.65% to 11.65%	7.65% to 11.65%
City:		
Pension	22.62% to 24.85%	12.81% to 17.09%

For the agent plans, the City's contributions to the pension plan for the year ended June 30, 2020, were:

	PSPRS - Police	PSPRS - Fire
Pension contributions	$ 625,122	$ 398,198

During fiscal year 2020, the City paid for PSPRS pension contributions as follows: 87 percent from the General Fund, and 13 percent from the Ambulance Services Fund.

Pension Liability – At June 30, 2020, the City reported the following net pension liabilities:

	PSPRS - Police	PSPRS - Fire
Net Pension (Assets) Liabilities	$ 4,581,493	$ 1,208,951

NOTE 15- RETIREMENT PLANS (CONTINUED)

The net pension liability was measured as of June 30, 2019. The total liability used to calculate the net liability was determined by an actuarial valuation as of that date. The total liability as of June 30, 2019, reflects changes of actuarial assumptions based on the results of an actuarial experience study for the five-year period ended June 30, 2016, including decreasing the investment rate of return from 7.4 percent to 7.3 percent and an update to mortality rates.

Pension Actuarial Assumptions – The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date	June 30, 2019
Actuarial cost method	Entry age normal
Investment rate of return	7.3%
Wage inflation	3.5%
Price inflation	2.5%
Cost-of-living adjustment	1.75%
Mortality rates	PubS-2010 tables

Actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2016.

The long-term expected rate of return on PSPRS plan investments was determined to be 7.30 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Short-term investments	2%	0.25%
Risk parity	4	4.01
Fixed income	5	3.00
Real assets	9	6.75
GTS	12	4.01
Private credit	16	5.36
Real estate	10	4.50
Private equity	12	8.40
Non-U.S. equity	14	5.00
U.S. equity	16	4.75
Total	100%	

NOTE 15- RETIREMENT PLANS (CONTINUED)

Pension Discount Rates – At June 30, 2019, the discount rate used to measure the total pension liability was 7.3 percent, which was a decrease of 0.1 percent from the discount rate used as of June 30, 2018.

The projection of cash flows used to determine the PSPRS discount rates assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the actuarially determined contribution rate and the member rate. Based on those assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in the Net Pension Liability

	Increase (Decrease)		
PSPRS - Police	Total Pension Liability	Plan Fiduciary Net Position	Net Pension (Asset) Liability
Balances at June 30, 2019	$ 9,734,876	$ 6,176,082	$ 3,558,794
Changes for the year:			
Service cost	420,691		420,691
Interest on the total pension liability	736,413		736,413
Differences between expected and actual experience in the measurement of the pension liability	705,904		705,904
Changes of assumptions or other inputs	265,067		265,067
Contributions – employer		573,259	(573,259)
Contributions – employee		198,310	(198,310)
Net investment income		342,633	(342,633)
Benefit payments, including refunds of employee contributions	(408,087)	(408,087)	
Administrative expense		(6,945)	6,945
Other changes		(1,881)	1,881
Net changes	1,719,988	697,289	1,022,699
Balances at June 30, 2020	$ 11,454,864	$ 6,873,371	$ 4,581,493

NOTE 15- RETIREMENT PLANS (CONTINUED)

	Increase (Decrease)		
PSPRS - Fire	Total Pension Liability	Plan Fiduciary Net Position	Net Pension (Asset) Liability
Balances at June 30, 2019	$ 6,364,801	$ 5,549,414	$ 815,387
Changes for the year:			
Service cost	370,521		370,521
Interest on the total pension liability	494,466		494,466
Differences between expected and actual experience in the measurement of the pension liability	122,327		122,327
Changes of assumptions or other inputs	168,975		168,975
Contributions – employer		315,972	(315,972)
Contributions – employee		146,801	(146,801)
Net investment income		308,103	(308,103)
Benefit payments, including refunds of employee contributions	(106,693)	(106,693)	
Administrative expense		(6,342)	6,342
Other changes		(1,809)	1,809
Net changes	1,049,596	656,032	393,564
Balances at June 30, 2020	$ 7,414,397	$ 6,205,446	$ 1,208,951

Sensitivity of the City's Net Pension Liability to Changes in the Discount Rate-The following table presents the City's net pension liabilities calculated using the discount rates noted above, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
PSPRS - Police:			
Rate	6.30%	7.30%	8.30%
Net pension (assets) liability	$ 6,520,692	$ 4,581,493	$ 3,046,624
PSPRS - Fire			
Rate	6.30%	7.30%	8.30%
Net pension (assets) liability	$ 2,590,014	$ 1,208,951	$ 115,524

NOTE 15- RETIREMENT PLANS (CONTINUED)

Pension Plan Fiduciary Net Position - Detailed information about the pension plans' fiduciary net position is available in the separately issued PSPRS financial report. The reports are available on the PSPRS website at: www.psprs.com.

Pension Expense-For the year ended June 30, 2020, the City recognized the following pension expense:

	PSPRS - Police	PSPRS - Fire
Pension expense	$ 732,918	$ 423,477

Pension Deferred Outflows/Inflows of Resources - At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
PSPRS - Police:		
Differences between expected and actual experience	$ 859,757	$ 514,789
Changes of assumptions or other inputs	625,930	
Net difference between projected and actual earnings on pension plan investments	102,618	
Contributions subsequent to the measurement date	625,122	
Total	$ 2,213,427	$ 514,789
PSPRS - Fire		
Differences between expected and actual experience	$ 136,696	$ 874,237
Changes of assumptions or other inputs	498,941	
Net difference between projected and actual earnings on pension plan investments	91,694	
Contributions subsequent to the measurement date	398,198	
Total	$ 1,125,529	$ 874,237

NOTE 15- RETIREMENT PLANS (CONTINUED)

The amounts reported as deferred outflows of resources related to pensions resulting from city contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30:	PSPRS - Police	PSPRS - Fire
2021	$ 241,404	$ 22,581
2022	155,293	(38,098)
2023	148,402	(98)
2024	173,172	(4,971)
2025	119,954	(28,070)
Thereafter	235,291	(98,249)

Elected Officials Retirement Plan

Plan Description - Elected officials and judges participate in the Elected Officials Retirement Plan (EORP), ASRS, or the Elected Officials Defined Contribution Retirement System (EODCRS). EORP administers a cost-sharing multiple-employer defined benefit pension plan for elected officials and judges who were members of the plan on December 31, 2013. This plan was closed to new members as of January 1, 2014. The PSPRS Board of Trustees governs the EORP according to the provisions of A.R.S. Title 38, Chapter 5, Article 3. The PSPRS issues a publicly available financial report that includes financial statements and required supplementary information for the EORP plans. The report is available on PSPRS's website at www.psprs.com.

The EORP OPEB plans are not further disclosed because of their relative insignificance of the City's financial statements.

NOTE 15- RETIREMENT PLANS (CONTINUED)

Benefits Provided - The EORP provides retirement, disability, and survivor benefits. State statute establishes benefit terms. Retirement, disability, and survivor benefits are calculated on the basis of age, average yearly compensation, and service credit as follows:

EORP	Initial membership date:	
Retirement and disability	**Before January 1, 2012**	**On or after January 1, 2012**
Years of service and age required to receive benefit	20 years, any age 10 years, age 62 5 years, age 65 5 years, any age* any years and age if disabled	10 years, age 62 5 years, age 65 Any years and age if disabled
Final average salary is based on	Highest 36 consecutive months of last 10 years	Highest 60 consecutive months of last 10 years
Benefit percent		
Normal retirement	4% per year of service, not to exceed 80%	3% per year of service, not to exceed 75%
Disability retirement	80% with 10 or more years of service 40% with 5 to 10 years of service 20% with less than 5 years of service	75% with 10 or more years of service 37.5% with 5 to 10 years of service 18.75% with less than 5 years of service
Survivor benefit		
Retired members	75% of retired member's benefit	50% of retired member's benefit
Active members and other inactive members	75% of disability retirement benefit	50% of disability retirement benefit

* With reduced benefits of 0.25% for each month early retirement precedes the member's normal retirement age, with a maximum reduction of 30%.

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on excess investment earning. In addition, the Legislature may enact permanent one-time benefit increases after a Joint Legislative Budget Committee analysis of the increase's effects on the plan.

Health insurance premium benefits are available to retired or disabled members with five years of credited service. The benefits are payable only with respect to allowable health insurance premiums for which the member is responsible. For members with 8 or more years of service, benefits range from $100 per month to $260 per month depending on the age of the member and dependents. For members with five to seven years of service, the benefits are the same dollar amounts as above multiplied by a vesting fraction based on completed years of service.

NOTE 15- RETIREMENT PLANS (CONTINUED)

Contributions - State statutes establish active member and employer contribution requirements. Statute also appropriates $5 million annually through fiscal year 2043 for the EORP from the State of Arizona to supplement the normal cost plus an amount to amortize the unfunded accrued liability and designates a portion of certain court fees for the EORP.

For the year ended June 30, 2020, statute required active EORP members to contribute seven or 13 percent of the members' annual covered payroll, and the City to contribute 61.43 percent of all active EORP members' annual covered payroll. Also, statute required the City to contribute 49.49 percent to EORP of the annual covered payroll of elected officials and judges who were ASRS members. In addition, statute required the City to contribute 39.72 percent of annual covered payroll of retired members who worked for the City in positions that an employee who contributes to the EORP would typically fill. The City's contributions to the pension plan for the year ended June 30, 2020, were $55,682.

During fiscal year 2020, the City paid for EORP pension contributions from the General Fund.

Pension Liability - At June 30, 2020, the City reported a liability for its proportionate share of the EORP's net pension liability that reflected a reduction for the City's proportionate share of the State's appropriation for EORP. The amount the City recognized as its proportionate share of the net pension liability, the related state support, and the total portion of the net pension liability that was associated with the City were as follows:

City's proportionate share of the EORP net pension liability	$ 836,624
State's proportionate share of the EORP net pension liability associated with the City	78,634
Total	$ 915,258

The net asset and net liability were measured as of June 30, 2019, and the total liability used to calculate the net asset or net liability was determined by an actuarial valuation as of that date. The total liabilities as of June 30, 2019, reflect changes to decrease the investment rate of return to from 7.4 percent to 7.3 percent and updating mortality assumptions.

The City's proportion of the net pension liability was based on the City's actual contributions to the pension plan relative to the total of all participating employers' actual contributions for the year ended June 30, 2019. The City's proportion measured as of June 30, 2019, was 0.13 percent, which was an increase of .05 percent from its proportion measured as of June 30, 2018.

NOTE 15 - RETIREMENT PLANS (CONTINUED)

Pension Expense - For the year ended June 30, 2020, the City recognized pension expense for EORP of $ (162,181).

Pension Deferred Outflows/Inflows of Resources - At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 18,653	$ 793
Changes of assumptions or other inputs	181,518	31,660
Net difference between projected and actual earnings on pension plan investments	5,692	
Contributions subsequent to the measurement date	55,682	
Total	$ 261,545	$ 32,453

The $55,682 reported as deferred outflows of resources related to EORP pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 20121. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to EORP pensions will be recognized in pension expense as follows:

Year Ending June 30:	Pension
2021	$ 171,798
2022	(1,452)
2023	1,589
2024	1,475

Actuarial Assumptions - The significant actuarial assumptions used to measure the total pension liability are as follows:

EORP

Actuarial valuation date	June 30, 2019
Actuarial cost method	Entry age normal
Investment rate of return	7.30%
Projected salary increases	3.75%
Inflation	2.50%
Cost of living adjustment	1.75%
Permanent benefit increase	Included
Mortality rates	PUBG-2010 Mortality Tables with MP2018 improvement scale with adjustments to match current experience
Healthcare cost trend rate	Not applicable

NOTE 15- RETIREMENT PLANS (CONTINUED)

Actuarial assumptions used in the June 30, 2019, valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2016.

The long-term expected rate of return on EORP pension plan investments was determined to be 7.30 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Short-term investments	2%	0.25%
Risk parity	4	4.01
Fixed income	5	3.00
Real assets	9	6.75
GTS	12	4.01
Private credit	16	5.36
Real estate	10	4.50
Private equity	12	8.40
Non-U.S. equity	14	5.00
U.S. equity	16	4.75
Total	100%	

Discount Rate - At June 30, 2019, the discount rate used to measure the EORP total pension liability was 7.3 percent, which was a decrease of 0.1 from the discount rate used as of June 30, 2018. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate, employer contributions will be made at the statutorily set rates, and state contributions will be made as currently required by statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 15- RETIREMENT PLANS (CONTINUED)

Sensitivity of the City's proportionate share of the EORP net pension liability to changes in the discount rate -The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.3 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.3 percent) or one percentage point higher (8.3 percent) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
Net pension (assets) liability	$ 958,060	$ 836,624	$ 733,193

Pension plan fiduciary net position - Detailed information about the pension plan's fiduciary net position is available in the separately issued EORP financial report.

NOTE 16- PRIOR PERIOD ADJUSTMENT

The July 1, 2020 governmental activities net position do not agree to the prior year financial statements due to a correction of an error. The City reduced the useful lives estimates for certain capital assets to align more closely with actual useful lives experience.

	Governmental Activities
Net position/fund balance, June 30, 2019, as previously reported	$ 63,339,161
Correction of error	(8,409,164)
Net position/fund balance, July 1, 2019, as restated	$ 54,929,997

NOTE 17- TAX ABATEMENTS

In June 2017, as amended in March 2020, the City entered into a tax abatement agreement with San Luis Commercial Holdings, LLC for multi-use sites, which creates significant benefits to the City by providing for the acquisition of infrastructure as part of the development, increasing tax and other revenue to the City as a result of the improvements constructed on the property, and additional employment through development of the property. The agreement is effective until the sum of all abated taxes is equal to $1,822,680. The City anticipates that it will take approximately 15 years from the start of construction to reach the cap. The agreement was entered into under a Resolution adopted by the Mayor and City Council in June 2017. The Resolution allows for 50% of all transaction privilege taxes of the City as generated from businesses established on the Project Site to be rebated to the Developer or its nominee or assignee until the sum of $1,822,680 is paid. The ordinance established the following condition that must be met by the developer to qualify for the tax abatement; this retail tax incentive agreement will be conditioned upon the development of and the opening of the businesses (hotels and restaurants) by January 1, 2023.

During the fiscal year, no transaction privilege taxes were abated under the San Luis Commercial Holdings, LLC agreement. The City anticipates construction will begin in in the first quarter of calendar year 2021.

NOTE 18- SUBSEQUENT EVENTS

On December 1, 2020, the City entered into a direct borrowing agreement (note payable) with First Bank Yuma in the amount of $508,980 to complete the acquisition of land for a future community park. The note will be repaid in 60 monthly installments at an interest rate of 3.8 percent with development fee revenues from the Capital Outlay Reserve Fund.


CITY OF SAN LUIS, AZ
INC. 1979

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF SAN LUIS, ARIZONA
SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
ARIZONA STATE RETIREMENT SYSTEM
LAST SIX FISCAL YEARS

	2020	2019	2018	2017	2016
Measurement date	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015
City's proportion of the net pension (assets) liability	0.06%	0.06%	0.06%	0.06%	0.06%
City's proportionate share of the net pension (assets) liability	$ 9,288,007	$ 8,837,885	$ 9,873,369	$ 10,475,512	$ 9,932,851
City's covered payroll	$ 6,728,524	$ 6,356,202	$ 6,155,121	$ 5,998,839	$ 5,914,065
City's proportionate share of the net pension (assets) liability as a percentage of its covered payroll	138.04%	139.04%	160.41%	174.63%	167.95%
Plan fiduciary net position as a percentage of the total pension liability	73.24%	73.40%	69.92%	67.06%	68.35%

	2015
Measurement date	June 30, 2014
City's proportion of the net pension (assets) liability	0.06%
City's proportionate share of the net pension (assets) liability	$ 9,246,398
City's covered payroll	$ 5,299,698
City's proportionate share of the net pension (assets) liability as a percentage of its covered payroll	174.47%
Plan fiduciary net position as a percentage of the total pension liability	69.49%

NOTE: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available.

See accompanying notes to this schedule.

CITY OF SAN LUIS, ARIZONA
SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
ELECTED OFFICIALS RETIREMENT PLAN
LAST FOUR FISCAL YEARS

	2020	2019	2018	2017
Measurement date	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
City's proportion of the net pension (assets) liability	0.13%	0.08%	0.09%	0.11%
City's proportionate share of the net pension (assets) liability	$ 836,624	$ 542,454	$ 1,157,339	$ 1,008,290
State's proportionate share of the net pension (assets) liability	$ 78,634	$ 92,946	$ 374,681	$ 208,166
Total	$ 915,258	$ 635,400	$ 1,532,020	$ 1,216,456
City's covered payroll	$ 110,239	$ 87,213	$ 68,562	$ 132,685
City's proportionate share of the net pension (assets) liability as a percentage of its covered payroll	758.92%	621.99%	1688.02%	759.91%
Plan fiduciary net position as a percentage of the total pension liability	30.14%	30.40%	19.66%	23.42%

NOTE: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available.

See accompanying notes to this schedule.

CITY OF SAN LUIS, ARIZONA
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM - POLICE
LAST SIX FISCAL YEARS

	2020	2019	2018
Measurement date	June 30, 2019	June 30, 2018	June 30, 2017
Total pension liability			
Service cost	$ 420,691	$ 365,220	$ 449,219
Interest	736,413	721,974	647,619
Changes of benefit terms			162,160
Differences between expected and actual experience	705,904	(461,278)	385,365
Changes of assumptions or other inputs	265,067		121,338
Benefit payments, including refunds of employee contributions	(408,087)	(929,669)	(274,770)
Net change in total pension liability	1,719,988	(303,753)	1,490,931
Total pension liability—beginning	9,734,876	10,038,629	8,547,698
Total pension liability—ending	$ 11,454,864	$ 9,734,876	$ 10,038,629
Plan fiduciary net position			
Contributions—employer	$ 573,259	$ 258,678	$ 393,486
Contributions—employee	198,310	178,569	231,348
Net investment income	342,633	414,905	640,556
Benefit payments, including refunds of employee contributions	(408,087)	(929,669)	(274,770)
Administrative expense	(6,945)	(7,015)	(6,068)
Other	(1,881)	72	68
Net change in plan fiduciary net position	697,289	(84,460)	984,620
Plan fiduciary net position—beginning	6,176,082	6,260,542	5,275,922
Plan fiduciary net position—ending	$ 6,873,371	$ 6,176,082	$ 6,260,542
Net pension (assets) liability—ending	$ 4,581,493	$ 3,558,794	$ 3,778,087
Plan fiduciary net position as a percentage of the total pension liability	60.00%	63.44%	62.36%
Covered payroll	$ 2,353,202	$ 1,728,405	$ 2,081,175
Net pension (assets) liability as a percentage of covered payroll	194.69%	205.90%	181.54%

NOTE: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available.

See accompanying notes to this schedule.

2017	2016	2015
June 30, 2016	June 30, 2015	June 30, 2014
$ 350,332	$ 306,944	$ 282,241
562,087	555,140	466,641
512,893		91,936
(58,955)	(423,441)	(9,596)
362,672		606,442
(333,006)	(410,680)	(234,608)
1,396,023	27,963	1,203,056
7,151,675	7,123,712	5,920,656
$ 8,547,698	$ 7,151,675	$ 7,123,712
$ 351,711	$ 248,515	$ 264,741
207,745	182,813	165,787
30,048	179,881	580,609
(333,006)	(410,680)	(234,608)
(4,724)	(4,770)	(4,714)
(99,246)	(3,823)	2,155
152,528	191,936	773,970
5,123,394	4,931,458	4,157,488
$ 5,275,922	$ 5,123,394	$ 4,931,458
$ 3,271,776	$ 2,028,281	$ 2,192,254
61.72%	71.64%	69.23%
$ 1,794,507	$ 1,799,219	$ 1,663,348
182.32%	112.73%	131.80%

CITY OF SAN LUIS, ARIZONA
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM - FIRE
LAST SIX FISCAL YEARS

	2020	2019	2018
Measurement date	June 30, 2019	June 30, 2018	June 30, 2017
Total pension liability			
Service cost	$ 370,521	$ 344,233	$ 429,788
Interest	494,466	463,118	433,198
Changes of benefit terms			88,014
Differences between expected and actual experience	122,327	(487,056)	(519,052)
Changes of assumptions or other inputs	168,975		200,618
Benefit payments, including refunds of employee contributions	(106,693)	(83,463)	(131,347)
Net change in total pension liability	1,049,596	236,832	501,219
Total pension liability—beginning	6,364,801	6,127,969	5,626,750
Total pension liability—ending	$ 7,414,397	$ 6,364,801	$ 6,127,969
Plan fiduciary net position			
Contributions—employer	$ 315,972	$ 143,184	$ 241,876
Contributions—employee	146,801	149,282	195,123
Net investment income	308,103	352,682	517,876
Benefit payments, including refunds of employee contributions	(106,693)	(83,463)	(131,347)
Administrative expense	(6,342)	(6,068)	(4,982)
Other	(1,809)	58	(92,419)
Net change in plan fiduciary net position	656,032	555,675	726,127
Plan fiduciary net position—beginning	5,549,414	4,993,739	4,267,612
Plan fiduciary net position—ending	$ 6,205,446	$ 5,549,414	$ 4,993,739
Net pension (assets) liability—ending	$ 1,208,951	$ 815,387	$ 1,134,230
Plan fiduciary net position as a percentage of the total pension liability	83.69%	87.19%	81.49%
Covered payroll	$ 1,998,964	$ 1,769,302	$ 1,778,902
Net pension (assets) liability as a percentage of covered payroll	60.48%	46.09%	63.76%

NOTE: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available.

See accompanying notes to this schedule.

2017	2016	2015
June 30, 2016	June 30, 2015	June 30, 2014
$ 335,758	$ 296,352	$ 294,507
347,995	308,046	275,282
588,157		(8,383)
(33,940)	51,216	(184,049)
264,127		77,627
(281,063)	(51,738)	(25,329)
1,221,034	603,876	429,655
4,405,716	3,801,840	3,372,185
$ 5,626,750	$ 4,405,716	$ 3,801,840
$ 253,312	$ 208,243	$ 199,532
207,731	173,223	157,403
23,851	138,174	416,103
(281,063)	(51,738)	(25,329)
(3,832)	(3,755)	(3,378)
(26,171)	(2,750)	8,528
173,828	461,397	752,859
4,093,784	3,632,387	2,879,528
$ 4,267,612	$ 4,093,784	$ 3,632,387
$ 1,359,138	$ 311,932	$ 169,453
75.85%	92.92%	95.54%
$ 1,594,143	$ 1,544,922	$ 1,471,355
85.26%	20.19%	11.52%

CITY OF SAN LUIS, ARIZONA
SCHEDULE OF PENSION CONTRIBUTIONS
ALL PENSION PLANS
LAST EIGHT FISCAL YEARS

	2020	2019	2018	2017
Arizona State Retirement System:				
Actuarially determined contribution	$ 848,424	$ 752,249	$ 692,826	$ 663,522
Contributions in relation to the actuarially determined contribution	848,424	752,249	692,826	663,522
Contribution deficiency (excess)	$	$	$	$
City's covered payroll	$ 7,409,817	$ 6,728,524	$ 6,356,202	$ 6,155,121
Contributions as a percentage of covered payroll	11.45%	11.18%	10.90%	10.78%
Elected Officials Retirement Plan:				
Actuarially determined contribution	$ 55,682	$ 54,965	$ 20,495	$ 16,112
Contributions in relation to the actuarially determined contribution	55,682	54,965	20,495	16,112
Contribution deficiency (excess)	$	$	$	$
City's covered payroll	$ 93,350	$ 110,239	$ 87,213	$ 68,562
Contributions as a percentage of covered payroll	59.65%	49.86%	23.50%	23.50%
Public Safety Personnel Retirement System - Police:				
Actuarially determined contribution	$ 625,122	$ 525,830	$ 435,558	$ 400,210
Contributions in relation to the actuarially determined contribution	625,122	525,830	435,558	400,210
Contribution deficiency (excess)	$	$	$	$
City's covered payroll	$ 2,683,494	$ 2,353,202	$ 1,728,405	$ 2,081,175
Contributions as a percentage of covered payroll	23.30%	22.35%	25.20%	19.23%
Public Safety Personnel Retirement System - Fire:				
Actuarially determined contribution	$ 398,198	$ 382,197	$ 347,491	$ 233,214
Contributions in relation to the actuarially determined contribution	398,198	382,197	347,491	233,214
Contribution deficiency (excess)	$	$	$	$
City's covered payroll	$ 2,401,633	$ 1,998,964	$ 1,769,302	$ 1,778,902
Contributions as a percentage of covered payroll	16.58%	19.12%	19.64%	13.11%

NOTE: The pension schedules in the required supplementary information are intended to show information for ten years, and additional information will be displayed as it becomes available. Information for fiscal years 2016 through 2011 is not available for the EORP plan.

See accompanying notes to this schedule.

	2016	2015	2014	2013
	$ 650,874	$ 644,042	$ 584,114	$ 543,219
	650,874	644,042	584,114	543,219
	$	$	$	$
	$ 5,998,839	$ 5,914,065	$ 5,299,698	$ 5,209,366
	10.85%	10.89%	11.02%	10.43%
	$ 352,801	$ 281,218	$ 272,789	$ 242,295
	352,801	281,218	272,789	242,295
	$	$	$	$
	$ 1,794,507	$ 1,799,219	$ 1,663,348	$ 1,571,304
	19.66%	15.63%	16.40%	15.42%
	$ 203,572	$ 188,635	$ 180,241	$ 169,598
	203,572	188,635	180,241	169,598
	$	$	$	$
	$ 1,594,143	$ 1,544,922	$ 1,471,355	$ 1,481,205
	12.77%	12.21%	12.25%	11.45%

NOTE 1: PENSION PLAN SCHEDULES

Actuarial Assumptions for Valuation Performed. The information presented in the required supplementary schedules was determined as part of the actuarial valuations at the dates indicated, which is the most recent actuarial valuation. The actuarial assumptions used are disclosed in the notes to the financial statements.

Factors that Affect Trends. The actuarial assumptions used in the June 30, 2018 valuation for ASRS were based on the results of an actuarial experience study for the five-year period ended June 30, 2016. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The ASRS Board adopted the experience study recommended changes which were applied to the June 30, 2017, actuarial valuation. The study did not include an analysis of the assumed investment rate of return.

The actuarial assumptions used in the June 30, 2019 valuation for PSPRS and EORP were based on the results of an actuarial experience study for the five-year period ending June 30, 2016. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The PSPRS Board adopted the experience study recommended changes which were applied to the June 30, 2017 actuarial valuation. The total liabilities as of June 30, 2019 reflect changes of actuarial assumptions to decrease the investment rate of return from 7.4 percent to 7.3 percent and update the mortality rates.

Arizona courts have ruled that provisions of a 2011 law that changed the mechanism for funding permanent pension benefit increases and increased employee pension contribution rates were unconstitutional or a breach of contract because those provisions apply to individuals who were members as of the law's effective date. As a result, the PSPRS and EORP changed benefit terms to reflect the prior mechanism for funding permanent benefit increases for those members and revised actuarial assumptions to explicitly value future permanent benefit increases. PSPRS also reduced those members' employee contribution rates. These changes are reflected in the plan's OR plans' pension liabilities for fiscal year 2015 (measurement date 2014) for members who were retired as of the law's effective date and fiscal year 2018 (measurement date 2017) for members who retired or will retire after the law's effective date. These changes also increased the PSPRS-required pension contributions beginning in fiscal year 2016 for members who were retired as of the law's effective date. These changes increased the PSPRS-required contributions beginning in fiscal year 2019 for members who retired or will retire after the law's effective date. EORP required contributions are not based on actuarial valuation and therefore, these changes did not affect them.

SUPPLEMENTARY INFORMATION COMBINING FUND FINANCIAL STATEMENTS

CITY OF SAN LUIS, ARIZONA
COMBINING BALANCE SHEET - NON-MAJOR GOVERNMENTAL FUNDS
JUNE 30, 2020

	Special Revenue		
	Police Grants and Special Revenues	Community Development	Judicial Collection Enhancement
ASSETS			
Equity in pooled cash	$ 3,040	$ 104,796	$ 189,649
Investments			
Accounts receivable (net)			858
Due from governmental entities	1,496,099	176,962	
Prepaid items		78,400	
Total assets	$ 1,499,139	$ 360,158	$ 190,507
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 2,433	$ 258,092	$ 6,400
Accrued payroll and taxes		441	
Due to other funds	1,410,124		
Unearned revenue		15,150	
Total liabilities	1,412,557	273,683	6,400
Deferred inflows of resources:			
Unavailable revenue - intergovernmental		69,004	
Unavailable revenue - special assessments			
Total deferred inflows of resources		69,004	
Fund balances (deficits):			
Nonspendable		78,400	
Restricted	86,582		184,107
Unassigned		(60,929)	
Total fund balances	86,582	17,471	184,107
Total liabilities, deferred inflows of resources and fund balances	$ 1,499,139	$ 360,158	$ 190,507

Special Revenue		Capital Projects	
SL Community Facilities District	Assesment Districts	Capital Outlay Reserve	Total Non-Major Governmental Funds
$ 35,000	$ 322,447	$	$ 654,932
		3,101,099	3,101,099
	11,840		12,698
			1,673,061
			78,400
$ 35,000	$ 334,287	$ 3,101,099	$ 5,520,190
$	$	$ 49,692	$ 316,617
			441
		167,859	1,577,983
			15,150
		217,551	1,910,191
			69,004
	5,097		5,097
	5,097		74,101
			78,400
35,000	329,190	2,883,548	3,518,427
			(60,929)
35,000	329,190	2,883,548	3,535,898
$ 35,000	$ 334,287	$ 3,101,099	$ 5,520,190

CITY OF SAN LUIS, ARIZONA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NON-MAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2020

	Special Revenue		
	Police Grants and Special Revenues	Community Development	Judicial Collection Enhancement
Revenues:			
Intergovernmental	$ 2,070,229	$ 462,470	$ 3,431
Fines and forfeitures	44,223		114,393
Special assessments			
Charges for services			
Investment earnings			
Other	2,701	39,786	
Total revenues	2,117,153	502,256	117,824
Expenditures:			
Current -			
General government			77,735
Public safety	1,831,291		
Public works and streets			
Culture and recreation		232,113	
Community development			
Capital outlay	125,752	398,407	10,478
Total expenditures	1,957,043	630,520	88,213
Excess (deficiency) of revenues over expenditures	160,110	(128,264)	29,611
Other financing sources (uses):			
Transfers in		263,346	
Transfers out	(177,931)	(196,674)	
Total other financing sources (uses)	(177,931)	66,672	
Changes in fund balances	(17,821)	(61,592)	29,611
Fund balances, beginning of year	104,403	79,063	154,496
Fund balances, end of year	$ 86,582	$ 17,471	$ 184,107

Special Revenue		Capital Projects	
SL Community Facilities District	Assesment Districts	Capital Outlay Reserve	Total Non-Major Governmental Funds
$	$	$	$ 2,536,130
			158,616
	482,034		482,034
		1,001,761	1,001,761
		37,497	37,497
2,500			44,987
2,500	482,034	1,039,258	4,261,025
		3,416	81,151
			1,831,291
	127,733		127,733
			232,113
	360,592		360,592
		165,466	700,103
	488,325	168,882	3,332,983
2,500	(6,291)	870,376	928,042
			263,346
		(300,000)	(674,605)
		(300,000)	(411,259)
2,500	(6,291)	570,376	516,783
32,500	335,481	2,313,172	3,019,115
$ 35,000	$ 329,190	$ 2,883,548	$ 3,535,898

CITY OF SAN LUIS, ARIZONA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR SPECIAL REVENUE FUNDS
YEAR ENDED JUNE 30, 2020

	Police Grants and Special Revenues		
	Budget	Actual	Variance - Positive (Negative)
Revenues:			
Intergovernmental	$ 2,322,274	$ 2,070,229	$ (252,045)
Fines and forfeitures	140,100	44,223	(95,877)
Special assessments			
Other		2,701	2,701
Total revenues	2,462,374	2,117,153	(345,221)
Expenditures:			
Current -			
General government			
Public safety	2,276,956	1,831,291	445,665
Public works and streets			
Culture and recreation			
Community development			
Capital outlay	125,418	125,752	(334)
Total expenditures	2,402,374	1,957,043	445,331
Excess (deficiency) of revenues over expenditures	60,000	160,110	100,110
Other financing sources (uses):			
Transfers in			
Transfers out		(177,931)	(177,931)
Total other financing sources (uses)		(177,931)	(177,931)
Changes in fund balances	60,000	(17,821)	(77,821)
Fund balances (deficits), beginning of year	92,837	104,403	11,566
Fund balances (deficits), end of year	$ 152,837	$ 86,582	$ (66,255)

Community Development			Judicial Collection Enhancement		
Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
$ 988,820	$ 462,470	$ (526,350)	$ 4,600	$ 3,431	$ (1,169)
			128,700	114,393	(14,307)
49,500	39,786	(9,714)			
1,038,320	502,256	(536,064)	133,300	117,824	(15,476)
			97,300	77,735	19,565
308,780	232,113	76,667			
1,147,440	398,407	749,033	11,600	10,478	1,122
1,456,220	630,520	825,700	108,900	88,213	20,687
(417,900)	(128,264)	289,636	24,400	29,611	5,211
417,900	263,346	(154,554)			
	(196,674)	(196,674)			
417,900	66,672	(351,228)			
	(61,592)	(61,592)	24,400	29,611	5,211
143,742	79,063	(64,679)	(25,236)	154,496	179,732
$ 143,742	$ 17,471	$ (126,271)	$ (836)	$ 184,107	$ 184,943

(Continued)

CITY OF SAN LUIS, ARIZONA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NON-MAJOR SPECIAL REVENUE FUNDS
YEAR ENDED JUNE 30, 2020

	SL Community Facilities District		
	Budget	Actual	Variance - Positive (Negative)
Revenues:			
Intergovernmental	$	$	$
Fines and forfeitures			
Special assessments			
Other	2,500	2,500	
Total revenues	2,500	2,500	
Expenditures:			
Current -			
General government			
Public safety			
Public works and streets			
Culture and recreation			
Community development			
Capital outlay			
Total expenditures			
Excess (deficiency) of revenues over expenditures	2,500	2,500	
Other financing sources (uses):			
Transfers in			
Transfers out			
Total other financing sources (uses)			
Changes in fund balances	2,500	2,500	
Fund balances (deficits), beginning of year	5,000	32,500	27,500
Fund balances (deficits), end of year	$ 7,500	$ 35,000	$ 27,500

Assesment Districts			Totals		
Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
$	$	$	$ 3,315,694	$ 2,536,130	$ (779,564)
			268,800	158,616	(110,184)
432,260	482,034	49,774	432,260	482,034	49,774
			52,000	44,987	(7,013)
432,260	482,034	49,774	4,068,754	3,221,767	(846,987)
			97,300	77,735	19,565
			2,276,956	1,831,291	445,665
134,210	127,733	6,477	134,210	127,733	6,477
			308,780	232,113	76,667
298,050	360,592	(62,542)	298,050	360,592	(62,542)
			1,284,458	534,637	749,821
432,260	488,325	(56,065)	4,399,754	3,164,101	1,235,653
	(6,291)	(6,291)	(331,000)	57,666	388,666
			417,900	263,346	(154,554)
				(374,605)	(374,605)
			417,900	(111,259)	(529,159)
	(6,291)	(6,291)	86,900	(53,593)	(140,493)
319,991	335,481	15,490	536,334	705,943	169,609
$ 319,991	$ 329,190	$ 9,199	$ 623,234	$ 652,350	$ 29,116

CITY OF SAN LUIS, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
DEBT SERVICE FUND
YEAR ENDED JUNE 30, 2020

	Debt Service		
	Budget	Actual	Variance - Positive (Negative)
Revenues:			
Investment earnings	$ 22,100	$ 21,208	$ (892)
Total revenues	22,100	21,208	(892)
Expenditures:			
Debt service -			
Interest	639,460	624,211	15,249
Principal	567,330	584,015	(16,685)
Total expenditures	1,206,790	1,208,226	(1,436)
Excess (deficiency) of revenues over expenditures	(1,184,690)	(1,187,018)	(2,328)
Other financing sources (uses):			
Transfers in	1,184,690	1,295,251	110,561
Total other financing sources (uses)	1,184,690	1,295,251	110,561
Changes in fund balances		108,233	108,233
Fund balances (deficits), beginning of year	(2,269,595)	(178,384)	2,091,211
Fund balances (deficits), end of year	$ (2,269,595)	$ (70,151)	$ 2,199,444

CITY OF SAN LUIS, ARIZONA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
CAPITAL PROJECTS FUND
YEAR ENDED JUNE 30, 2020

	Capital Outlay Reserve		
	Budget	Actual	Variance - Positive (Negative)
Revenues:			
Charges for services	$ 848,300	$ 1,001,761	$ 153,461
Investment earnings	35,900	37,497	1,597
Total revenues	884,200	1,039,258	155,058
Expenditures:			
Current -			
General government	347,860	3,416	344,444
Capital outlay	236,340	165,466	70,874
Total expenditures	584,200	168,882	415,318
Excess (deficiency) of revenues over expenditures	300,000	870,376	570,376
Other financing sources (uses):			
Transfers out	(300,000)	(300,000)	
Total other financing sources (uses)	(300,000)	(300,000)	
Changes in fund balances		570,376	570,376
Fund balances, beginning of year	1,117,729	2,313,172	1,195,443
Fund balances, end of year	$ 1,117,729	$ 2,883,548	$ 1,765,819

CITY OF SAN LUIS, ARIZONA
COMPONENT UNIT
STATEMENT OF FUND NET POSITION
JUNE 30, 2020

ASSETS	**Detention Facility**
Current assets:	
Cash held with trustee	$ 2,084,482
Accounts receivable (net)	811,381
	2,895,863
Non-current assets:	
Restricted investments	5,631,340
Land	661,359
Buildings and improvements	34,129,886
Machinery and equipment	329,194
Accumulated depreciation	(8,707,671)
Total noncurrent assets	32,044,108
Total assets	34,939,971
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflow on refundings	385,307
LIABILITIES	
Current Liabilities	
Accounts payable	3,882,323
Accrued interest	405,115
Current portion of Long Term Debt	2,360,000
Total current liabilities	6,647,438
Non current liabilities	
Non current portion of long term debt	31,967,929
Total non current liabilities	31,967,929
Total Liabilities	38,615,367
NET POSITION	
Net Investment in capital assets	(7,529,854)
Restricted	5,226,225
Unrestricted	(986,460)
Total Net Position	$ (3,290,089)

CITY OF SAN LUIS, ARIZONA
COMPONENT UNIT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED JUNE 30, 2020

	Detention Facility
Operating Revenues	
Charges for services	$ 24,383,945
Total operating revenues	24,383,945
Operating Expenses	
General operations	22,870,053
Depreciation	762,809
Total operating expenses	23,632,862
Operating Income (loss)	751,083
Non-Operating Revenues (Expenses)	
Investment earnings	112,125
Interest expense	(2,667,151)
Total non-operating revenue (expenses)	(2,555,026)
Change in net position	(1,803,943)
Net Position - Beginning	(1,486,146)
Net Position - Ending	$ (3,290,089)

CITY OF SAN LUIS, ARIZONA
COMPONENT UNIT
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2020

Increase/ (decrease) In Cash and Cash Equivalents	**Detention Facility**
Cash flows from operating activities:	
Cash received from customers	$ 26,517,115
Cash payments to suppliers for goods and services	(23,176,317)
Net cash provided by/ (used for) operating activities	3,340,798
Cash flows from capital and related financing activities:	
Principal paid on long-term debt	(2,235,000)
Interest paid on long-term debt	(2,556,778)
Net cash provided by/ (used for) capital and related financing activities	(4,791,778)
Cash flows from investing activities:	
Investment income	112,125
Net cash provided by/ (used for) investing activities	112,125
Net decrease/increase in cash and cash equivalents	(1,338,855)
Cash and cash equivalents, beginning of year	9,054,677
Cash and cash equivalents, end of year	$ 7,715,822
Reconciliation of Operating Income to Net Cash provided by/ (used for) Operating Activities	
Operating income	$ 751,083
Adjustments to reconcile operating income to net cash provided by/ (used for) operating activities:	
Depreciation	762,809
Change in assets and liabilities:	
(Increase)/ decrease in accounts receivable	2,133,170
Increase/ (decrease) in accounts payable	(306,264)
Total adjustments	2,589,715
Net cash provided by/ (used for) operating activities	$ 3,340,798

STATISTICAL SECTION

The statistical section presents financial statement trends as well as detailed financial and operational information not available elsewhere in the report. The statistical section is intended to enhance the reader's understanding of the information presented in the financial statements, notes to the financial statements, and other supplementary information presented in this report. The statistical section is comprised of the five categories of statistical information presented below.

Financial Trends

These schedules contain information on financial trends to help the reader understand how the City's financial position and financial activities have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the factors affecting the City's ability to generate revenue.

Debt Capacity

These schedules present information to help the reader evaluate the City's current levels of outstanding debt as well as assess the City's ability to make debt payments and/or issue additional debt in the future.

Demographic and Economic Information

These schedules present various demographic and economic indicators to help the reader understand the environment in which the City's financial activities take place and to help make comparisons with other cities.

Operating Information

These schedules contain information about the City's operations and various resources to help the reader draw conclusions as to how the City's financial information relates to the services provided by the City.

Due to cost considerations for the accumulation of data, the City has elected to present less than ten years of data, or data from less than nine years prior, for certain statistical schedules. This information will be accumulated and reported each year until the complete ten years of data is presented.

Note: For locally assessed property (i.e., excluding mines, utilities, etc.) Proposition 117, approved by voters in 2012, amended the Arizona Constitution to require that all property taxes after fiscal year 201415 be based upon property values limited to five percent in annual growth. The aggregate assessed value of all taxable properties within a taxing jurisdiction (i.e., after applying assessment ratios based on the use of a property), including property values with a growth limit, is currently referred to as net limited assessed value and formerly as primary assessed value. In accordance with Proposition 117, this value is used for all taxing purposes beginning fiscal year 2015-16. Aggregate assessed value without a growth limit is currently referred to as net full cash assessed value and formerly as secondary assessed value. This remains the value utilized for determining debt capacity limits.

CITY OF SAN LUIS, ARIZONA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
Governmental Activities										
Net investment in capital assets	$ 44,991,467	$ 52,027,709	$ 47,586,157	$ 45,187,300	$43,224,321	$35,443,285	$33,724,834	$34,204,009	$33,670,959	$33,676,211
Restricted	8,680,843	3,168,082	2,981,920	3,063,550	1,785,917	2,383,498	2,479,675	2,517,103	1,775,967	1,671,594
Unrestricted	9,602,386	8,143,370	2,083,278	531,781	2,061,627	3,056,046	11,368,513	10,918,683	9,812,934	10,053,672
Total governmental activities net position	$63,274,696	$63,339,161	$52,651,355	$48,782,631	$47,071,865	$40,882,829	$47,573,022	$47,639,795	$45,259,860	$45,401,477
Business-type Activities										
Net investment in capital assets	$ 20,134,312	$ 19,186,148	$ 16,864,092	$ 14,221,545	$15,188,424	$13,550,172	$11,403,309	$9,916,229	$10,549,845	$11,335,286
Restricted	1,585,473	978,691	284,192		7,214,146	8,444,571	9,905,406	4,052,098	3,872,154	3,741,669
Unrestricted	10,450,312	9,244,818	7,892,361	7,368,823	(3,637,294)	(6,706,347)	(5,047,319)	2,101,534	1,908,868	2,045,658
Total business-type activities net position	$ 32,170,097	$ 29,409,657	$25,040,645	$21,590,368	$18,765,276	$15,288,396	$16,261,396	$16,069,861	$16,330,867	$17,122,613
Primary Government										
Net investment in capital assets	$65,125,779	$71,213,857	$64,450,249	$59,408,845	$58,412,745	$48,993,457	$45,128,143	$44,120,238	$44,220,804	$45,011,497
Restricted	10,266,316	4,146,773	3,266,112	3,063,550	9,000,063	10,828,069	12,385,081	6,569,201	5,648,121	5,413,263
Unrestricted	20,052,698	17,388,188	9,975,639	7,900,604	(1,575,667)	(3,650,301)	6,321,194	13,020,217	11,721,802	12,099,330
Total primary government net position	$95,444,793	$92,748,817	$77,692,000	$70,372,999	$65,837,141	$56,171,225	$63,834,418	$63,709,656	$61,590,727	$62,524,090

Source: Statement of Net Position
City financial records and reports

CITY OF SAN LUIS, ARIZONA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

Table II

	Fiscal Year									
Expenses:	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
Governmental Activities:										
General Government	$ 5,907,870	$ 5,691,433	$ 6,163,171	$ 5,994,778	$8,228,000	$7,694,562	$7,322,938	$6,458,869	$4,703,849	$4,096,333
Public Safety	9,259,939	8,248,004	8,144,859	9,126,508	7,905,663	7,483,604	6,949,558	6,519,936	6,399,600	6,086,718
Health and Welfare	334,338	183,081	213,634	222,820	235,413	226,788	168,499	168,025	197,462	213,814
Culture and Recreation	2,859,046	2,726,204	2,579,256	2,839,136	2,467,238	2,509,450	2,285,536	2,043,985	1,949,400	1,855,966
Community Development	1,313,645	1,035,590	987,340	945,698	906,408	703,901	691,362	550,348	585,843	698,776
Public Works & Streets	4,265,822	3,436,305	3,810,361	3,560,360	3,270,282	2,591,698	2,427,548	2,174,454	2,121,419	2,270,980
Interest on Long-Term Debt	532,115	550,817	541,343	649,618	658,670	1,367,055	830,808	891,737	912,848	970,092
Total Governmental activities	$24,472,775	$21,871,433	$22,439,964	$23,338,918	$23,671,674	$22,577,058	$20,676,249	$18,807,354	$16,870,421	$16,192,679
Business-type activities										
Water	$ 3,341,438	$ 2,955,792	$ 2,696,643	$ 2,826,192	$2,741,022	$3,218,848	$2,672,415	$2,699,661	$2,578,057	$2,642,458
Wastewater	3,626,910	3,624,956	3,648,877	3,141,132	2,944,122	3,395,825	2,849,798	2,781,638	2,715,388	2,544,486
Business Center	659,950	669,248	1,016,409	1,226,764	1,215,501	1,197,456	1,263,313	1,282,395	1,357,589	1,390,561
Sanitation	1,392,014	1,305,797	1,141,085	1,120,902	1,105,078	1,117,567	1,010,243	939,596	1,060,828	1,008,757
Business Incubator	185,536	182,586	173,272	163,062	144,578	56,534	-	-	-	-
Ambulance Services	1,991,579	1,721,285	1,946,014	1,049,335	-	-	-	-	-	-
Total business-type activities	$11,197,427	$10,459,664	$10,622,300	$9,527,387	$8,150,301	$8,986,230	$7,795,769	$7,703,290	$7,711,862	$7,586,262
Total expenses	$35,670,202	$32,331,097	$33,062,264	$32,866,305	$31,821,975	$31,563,288	$28,472,018	$26,510,644	$24,582,283	$23,778,941
Program revenues										
Governmental activities										
Charges for services										
General Government	$ 2,938,045	$ 3,544,657	$ 1,350,023	$ 1,765,937	$ 3,021,700	$ 2,780,190	$ 2,494,028	$ 2,226,528	$ 1,002,249	$ 531,031
Public Safety	46,924	423,258	305,749	426,767	315,098	1,007,465	980,528	867,899	677,226	686,632
Health and Welfare	-	371,427	-	-	-	-	-	-	-	-
Culture and Recreation	39,786	272,468	142,037	211,126	74,395	373,194	288,009	219,142	284,797	264,622
Community Development	-	-	-	-	594,182	385,797	432,936	497,921	334,557	318,051
Public Works & Streets	-	-	187,408	342,089	62,642	62,640	51,595	50,530	49,978	49,368
Operating Grants and Contributions	4,519,471	2,372,433	2,002,228	2,308,056	2,709,123	2,989,656	2,564,023	3,343,398	2,601,626	2,715,700
Capital Grants and Contributions	5,044,964	6,874,510	4,511,855	3,749,914	7,816,499	612,897	157,458	947,390	122,614	1,314,549
Total Governmental activities	$ 12,589,190	$ 13,858,753	$ 8,499,300	$ 8,803,889	$ 14,593,639	$ 8,211,839	$ 6,968,577	$ 8,152,808	$ 5,073,047	$ 5,879,953
Business-type activities										
Charges for services										
Water	$ 4,722,633	$ 4,382,952	$ 4,182,192	$ 4,025,661	$ 3,796,031	$ 3,592,820	$ 3,369,477	$ 3,056,742	$ 2,884,311	$ 2,547,790
Wastewater	4,040,776	3,930,950	4,054,103	4,006,279	3,686,360	3,397,094	2,663,176	2,156,201	1,975,447	1,537,835
Business Center	582,560	600,000	626,826	629,265	629,265	629,265	629,265	629,265	629,265	629,265
Business Incubator	1,507,375	38,869	29,999	3,471	-	-	-	-	-	-
Sanitation	41,706	1,444,522	1,386,984	1,284,544	1,205,279	1,159,196	1,142,822	1,117,185	1,056,628	1,047,317
Ambulance Services	2,106,432	2,014,413	2,476,604	1,953,337	-	-	-	-	-	-
Capital Grants and Contributions	1,365,769	1,214,350	1,046,430	-	1,941,586	1,177,792	1,322,452	481,955	-	-
Total business activities	$ 14,367,251	$ 13,626,056	$ 13,803,138	$ 11,902,557	$ 11,258,521	$ 9,956,167	$ 9,127,192	$ 7,441,348	$ 6,545,651	$ 5,762,207
Total program revenues	$ 26,956,441	$ 27,484,809	$ 22,302,438	$ 20,706,446	$ 25,852,160	$ 18,168,006	$ 16,095,769	$ 15,594,156	$ 11,618,698	$ 11,642,160

Source: City financial records and reports
- Statement of Activities

CITY OF SAN LUIS, ARIZONA
CHANGES IN NET POSITION (continued)
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
Net (Expense)/Revenue										
Governmental Activities:	$ (11,883,585)	$ (8,012,678)	$(13,940,665)	$(14,535,029)	$ (9,078,035)	$(14,365,219)	$(13,707,672)	$(10,654,546)	$(11,797,374)	$(10,312,726)
Business-type activities	3,169,824	3,166,394	3,180,839	2,375,170	3,108,220	969,937	1,331,423	(261,942)	(804,293)	(1,824,055)
Total primary government net (expense) revenue	($8,713,761)	($4,846,284)	($10,759,826)	($12,159,859)	$ (5,969,815)	($13,395,282)	($12,376,249)	($10,916,488)	($12,601,667)	$(12,136,781)
General Revenues and Other Changes in net Position										
Governmental Activities										
Taxes										
Sales and use taxes	$ 10,660,531	$ 9,720,729	$ 8,978,743	$ 7,694,566	$ 7,448,887	$ 7,324,294	$ 6,750,517	$ 6,531,779	$ 6,073,811	$ 5,659,566
Franchise taxes	415,758	437,765	435,767	401,364	435,822	439,034	427,800	432,371	397,532	381,836
Other taxes	-	-	-	-	-	122,163	-69,355	1,296	95,172	32,715
State shared Revenues	9,267,561	8,609,052	8,407,534	8,073,305	7,123,544	6,936,337	7,331,517	5,725,447	4,997,430	4,840,064
Investment Earnings	249,585	296,968	182,505	56,947	26,179	19,300	16,064	28,197	12,341	12,032
Miscellaneous	-	-	-	-	624,606	246,626	213,640	321,613	79,471	189,377
Transfer in (out)	(365,151)	(364,030)	(407,435)	(394,435)	(391,967)	(100,841)	-	-	-	-
Total general revenues and transfers	$ 20,228,284	$ 18,700,484	$ 17,597,114	$ 15,831,747	$ 15,267,071	$ 14,986,913	$ 14,670,183	$ 13,040,703	$ 11,655,757	$ 11,115,590
Business-type activities										
Investment Earnings	$225,465	$285,755	$74,278	$55,487	$24,708	$21,667	$13,909	$20,935	$10,130	$10,194
Miscellaneous	-	552,832	-	-	(48,015)	-	$0	($19,999)	2,417	-
Transfer in (out)	365,151	364,030	407,435	394,435	391,967	100,841	-	-	-	-
Total Business-type activities	$ 590,616	$ 1,202,617	$ 481,713	$ 449,922	$ 368,660	$ 122,508	$ 13,909	$ 936	$ 12,547	$ 10,194
Total primary government	$ 20,818,900	$ 19,903,101	$ 18,078,827	$ 16,281,669	$ 15,635,731	$ 15,109,421	$ 14,684,092	$ 13,041,639	$ 11,668,304	$ 11,125,784
Change in net Position										
Governmental Activities	$ 8,344,699	$ 10,687,806	$ 3,656,449	$ 1,296,718	$ 6,189,036	$ 621,694	$ 962,511	$ 2,386,157	$ (141,617)	$ 802,864
Business-type activities	3,760,440	4,369,012	3,662,552	2,825,092	3,476,880	1,092,445	1,345,332	(261,006)	(791,746)	(1,813,861)
Total Changes in Net Position	$ 12,105,139	$ 15,056,818	$ 7,319,001	$ 4,121,810	$ 9,665,916	$ 1,714,139	$ 2,307,843	$ 2,125,151	$ (933,363)	$ (1,010,997)

Source: - City financial records and reports
- Statement of Activities

CITY OF SAN LUIS, ARIZONA
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
General Fund										
Nonspendable	$64,958	$77,075	$80,392	$118,243	$128,035	$42,831	$56,719	$99,774	$211,131	$1,218,352
Committed	-	-	-	-	106,785	106,624	106,465	106,250	106,250	-
Unassigned	20,076,139	15,245,609	11,859,205	9,858,234	9,207,428	10,005,982	9,061,328	7,139,348	5,599,699	5,314,536
Total General Fund	$20,141,097	$15,322,684	$11,939,597	$9,976,477	$9,442,248	$10,155,437	$9,224,512	$7,345,372	$5,917,080	$6,532,888
All other governmental funds										
Nonspendable	$ 197,764	$ 217,730	$ 118,543	$ 93,575	$ 168,175	$ 167,914	$ 190,319	$ 147,511	$ 65,677	$ 31,625
Restricted	4,551,958	3,129,596	2,822,456	2,885,421	754,165	1,181,060	1,461,661	1,223,913	488,962	383,351
Assigned	-	-	-	-	2,591,330	2,648,759	2,776,109	3,158,888	3,227,193	3,532,974
Unassigned	(131,223)	(179,241)	(9,234)	-	(715,933)	(951,255)	272,948	-	-	-
Total all other governmental funds	$ 4,618,499	$ 3,168,085	$ 2,931,765	$ 2,978,996	$ 2,797,737	$ 3,046,478	$ 4,701,037	$ 4,530,312	$ 3,781,832	$ 3,947,950
TOTAL GOVERNMENTAL FUNDS	$24,759,596	$ 18,490,769	$ 14,871,362	$ 12,955,473	$ 12,239,985	$ 13,201,915	$ 13,925,549	$ 11,875,684	$ 9,698,912	$ 10,480,838

Source: Balance Sheet - Governmental Funds

Table IV

CITY OF SAN LUIS, ARIZONA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
Revenues:										
Taxes	$ 11,076,289	$ 10,158,495	$ 9,414,511	$ 8,095,930	$ 7,884,709	$ 7,885,491	$ 7,108,962	$ 6,965,446	$ 6,566,515	$ 6,074,117
Special Assessments	482,034	335,006	$345,509	$302,546	302,865	374,470	282,484	218,171	290,987	267,579
Licenses and permits	1,053,843	843,768	$3,236,021	$734,502	528,034	483,218	431,909	389,295	349,777	355,759
Interest earnings	241,533	291,947	$179,601	$54,631	24,445	17,057	13,322	24,266	11,437	12,032
Fines and forfeits	426,442	494,828	$519,153	$577,989	541,336	611,178	687,319	792,994	523,053	491,230
Intergovernmental	14,810,304	12,636,697	8,828,680	11,705,819	10,159,135	10,098,225	9,895,694	9,030,736	7,605,264	8,763,843
Charges for user services	1,057,353	865,730	526,714	778,835	432,193	376,938	218,807	214,180	160,919	151,474
Rents	1,476,480	1,358,079	$424,340	$268,690	339,119	761,335	811,666	674,019	659,222	712,121
Others	790,441	678,463	$187,987	$408,006	624,606	529,759	418,940	577,687	140,909	167,388
Total revenues	$ 31,414,719	$ 27,663,013	$ 23,662,516	$ 22,926,948	$ 20,836,442	$ 21,137,671	$ 19,869,103	$ 18,886,794	$ 16,308,083	$ 16,995,543
Expenditures:										
General government	$ 5,518,192	$ 5,419,958	$ 5,463,647	$ 5,236,772	$ 5,037,910	$ 4,652,111	$ 4,546,198	$ 4,251,259	$ 4,032,759	$ 3,636,045
Public safety	8,977,394	8,221,406	$7,073,034	$7,587,098	7,328,654	6,688,960	6,519,780	6,194,930	6,089,036	5,695,080
Public works & streets	1,921,422	1,695,053	$1,831,640	$1,832,799	1,673,193	1,636,602	1,506,770	1,276,486	1,238,738	1,403,846
Community, recreational, and cultural	3,919,757	3,638,348	$3,345,062	$3,445,381	3,001,225	2,768,148	2,615,816	2,254,791	2,198,001	2,239,756
Health and welfare	230,695	258,917	$209,748	$213,543	210,378	205,049	149,367	141,225	165,387	187,211
Capital outlay	2,954,479	2,518,160	$2,691,771	$2,402,247	2,771,769	3,843,180	1,348,004	1,280,367	921,671	1,649,441
Debt service/authorities:										
Interest	625,182	643,859	$626,133	$713,695	722,772	1,168,906	839,755	859,513	880,623	928,920
Principal	675,923	708,590	$398,030	$385,490	660,504	391,834	331,242	445,229	477,261	492,044
Bond issue costs			$87,664		-	238,101				
Total expenditures	$ 24,823,044	$ 23,104,293	$ 21,726,729	$ 21,817,025	$ 21,406,405	$ 21,592,891	$ 17,856,932	$ 16,703,800	$ 16,003,476	$ 16,232,343
Excess (Deficiency) of Revenues Over Expenditures	$ 6,591,675	$ 4,558,720	$ 1,935,787	$ 1,109,923	$ (569,963)	$ (455,220)	$ 2,012,171	$ 2,182,994	$ 304,607	$ 763,200
OTHER FINANCING SOURCES (USES)										
Premium on debt issued	$ -	$ -	$ 428,870	$ -	$ -	$ 1,296,704	$ -	$ -	$ -	$ -
Debt issued	-	-	2,825,000	-	-	12,085,699	-	-	-	-
Payment to Refunded Bond Escrow Agent	-	-	(3,164,208)	-	-	(13,850,916)	-	-	-	-
Notes Issued	-	-	-	-	-	300,939	37,693	-	-	-
Capital leases	42,303	12,302	297,873	-	-	-	-	-	-	-
Transfer from Other Funds	1,979,037	1,436,164	1,014,000	1,060,544	1,462,992	1,426,905	1,739,361	1,359,172	1,198,137	1,153,242
Transfer to Other Funds	(2,344,188)	(1,800,194)	(1,421,435)	(1,454,979)	(1,854,959)	(1,527,746)	(1,739,361)	(1,359,172)	(2,284,670)	(1,153,242)
Total other financing sources (Uses)	$ (322,848)	$ (351,728)	$ (19,900)	$ (394,435)	$ (391,967)	$ (268,415)	$ 37,693	$ -	$ (1,086,533)	$ -
NET CHANGE IN FUND BALANCES	$ 6,268,827	$ 4,206,992	$ 1,915,887	$ 715,488	$ (961,930)	$ (723,635)	$ 2,049,864	$ 2,182,994	$ (781,926)	$ 763,200
Debt Services as a percentage of noncapital expenditures	5.75%	9.37%	9.01%	5.66%	7.16%	8.55%	6.56%	8.42%	8.95%	9.68%

Source: City financial records and reports

CITY OF SAN LUIS, ARIZONA
PROGRAM REVENUES
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
Governmental Activities:										
Charges for service										
General Government	$ 2,938,045	$ 3,544,657	$ 1,350,023	$ 1,765,937	$ 3,021,700	$ 2,780,190	$ 2,494,028	$ 2,226,528	$ 1,002,249	$ 531,031
Public Safety	46,924	423,258	305,749	426,767	315,098	1,007,465	980,528	867,899	677,226	686,632
Health and Welfare	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	39,786	272,468	142,037	211,126	74,395	373,194	288,009	219,142	284,797	264,622
Community Development	-	-	-	-	594,182	385,797	432,936	497,921	334,557	318,051
Public Works & Streets	-	371,427	187,408	342,089	62,642	62,640	51,595	50,530	49,978	49,368
Operating grants and contributions	4,519,471	2,372,433	2,002,228	2,308,056	2,709,123	2,989,656	2,564,023	3,343,398	2,601,626	2,715,700
Capital grants and contributions	5,044,964	6,874,510	4,511,855	3,749,914	7,816,499	612,897	157,458	947,390	122,614	1,314,549
Total governmental activities	$12,589,190	$13,858,753	$8,499,300	$8,803,889	$14,593,639	$8,211,839	$6,968,577	$8,152,808	$5,073,047	$5,879,953
Business-type activities										
Charges for service										
Water	$ 4,722,633	$ 4,382,952	$ 4,182,192	$ 4,025,661	$ 3,796,031	$ 3,592,820	$ 3,369,477	$ 3,056,742	$ 2,884,311	$ 2,547,790
Wastewater	4,040,776	3,930,950	4,054,103	4,006,279	3,686,360	3,397,094	2,663,176	2,156,201	1,975,447	1,537,835
Business Center	582,560	600,000	626,826	629,265	629,265	629,265	629,265	629,265	629,265	629,265
Business Incubator	41,706	38,869	29,999	3,471	-	-	-	-	-	-
Sanitation	1,507,375	1,444,522	1,386,984	1,284,544	1,205,279	1,159,196	1,142,822	1,117,185	1,056,628	1,047,317
Ambulance Services	2,106,432	2,014,413	2,476,604	1,953,337	-	-	-	-	-	-
Operating grants and contributions	-	-	-	-	-	-	-	-	-	-
Capital grants and contributions	1,365,769	1,214,350	1,046,430	-	1,941,586	1,177,792	1,322,452	481,955	361,918	-
Total business-type activities	$ 14,367,251	$ 13,626,056	$ 13,803,138	$ 11,902,557	$ 11,258,521	$ 9,956,167	$ 9,127,192	$ 7,441,348	$ 6,907,569	$ 5,762,207
Total primary government	$ 26,956,441	$ 27,484,809	$ 22,302,438	$ 20,706,446	$ 25,852,160	$ 18,168,006	$ 16,095,769	$ 15,594,156	$ 11,980,616	$ 11,642,160

Source: City financial records and reports
Statement of Activities

CITY OF SAN LUIS, ARIZONA
GOVERNMENT-WIDE REVENUES BY FUNCTION
LAST TEN FISCAL YEARS
(accrual basis of accounting)

Fiscal Year

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Governmental Activities										
General Government	$ 3,263,002	$ 4,438,576	$ 1,355,037	$ 1,807,078	$ 3,107,233	$ 2,856,516	$ 2,531,262	$ 2,288,465	$1,029,723	$554,389
Public Safety	2,618,495	936,173	631,996	964,958	932,208	1,990,965	1,653,703	2,184,656	1,746,600	1,746,918
Health and Welfare	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	876,495	272,468	150,537	211,126	197,593	489,099	368,966	302,596	343,483	320,814
Community Development	355,948	268,570	275,175	202,706	594,182	385,797	432,936	497,921	334,557	1,529,630
Public Works & Streets	5,475,250	7,942,966	6,086,555	5,618,021	9,762,423	2,489,462	1,981,710	2,879,170	1,618,684	1,728,202
Unallocated General Revenues	20,228,284	18,700,485	17,597,115	15,831,747	15,267,071	14,986,913	14,670,183	13,040,703	11,655,757	11,115,590
Total Governmental Activities	$ 32,817,474	$ 32,559,238	$ 26,096,415	$ 24,635,636	$ 29,860,710	$ 23,198,752	$ 21,638,760	$ 21,193,511	$ 16,728,804	$ 16,995,543
Business-type activities										
Water	$5,247,041	$4,990,743	$4,672,760	$4,025,661	$3,796,031	$3,592,820	$3,869,477	$3,106,217	$2,894,971	$2,547,790
Wastewater	4,882,137	4,537,510	4,609,965	4,006,279	5,627,946	3,418,093	2,663,176	2,588,681	2,326,705	1,537,835
Business Center	582,560	600,000	626,826	629,265	629,265	629,265	629,265	629,265	629,265	629,265
Business Incubator	41,706	38,869	29,999	3,471	-	1,156,793	-	-	-	-
Sanitation	1,507,375	1,444,522	1,386,984	1,284,544	1,205,279	1,159,196	822,452	1,117,185	1,056,628	1,047,317
Ambulance Services	2,106,432	2,014,413	2,476,604	1,953,337						
Industrial Park	-	-	-	-	-	-	-	-	-	-
Unallocated General Revenues	590,016	1,202,616	481,713	449,922		122,508	13,909	936	12,547	12,547
Total Business Activities	$ 14,957,267	$ 14,828,673	$ 14,284,851	$ 12,352,479	$ 11,258,521	$ 10,078,675	$ 7,998,279	$ 7,442,284	$ 6,920,116	$ 5,774,754

Source: Statement of Activities.
City financial Records and reports

CITY OF SAN LUIS, ARIZONA
TAX REVENUES BY SOURCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
City Sales Tax	$10,660,531	$9,720,729	$8,989,483	$7,694,566	$7,508,359	$7,324,294	$6,750,517	$6,531,779	$6,073,811	$5,659,566
State Sales taxes	3,470,421	3,272,469	3,090,501	2,889,943	2,659,098	2,550,568	2,812,693	2,104,763	1,992,968	1,771,253
Franchise Tax	415,758	437,765	435,767	401,364	435,822	439,034	427,800	432,371	397,532	381,836
Special Districts	482,034	335,006	345,509	302,546	302,865	374,470	282,484	218,171	290,987	267,579
Others	117,824	131,423	129,514	-	-	122,163	(69,355)	1,296	95,172	32,715
Total tax revenues	$15,146,568	$13,897,392	$12,990,774	$11,288,419	$10,906,144	$10,810,529	$10,204,139	$9,288,380	$8,850,470	$8,112,949

Source: Statement of Activities
Statement of Reveneues, Expenditures and Change in Fund Balance Governmental Fund

Note: Includes Governmental Fund Types
Special Districts include Strret Light Improvement Districts (SLIDs), Maintenance Improvement Districts (MIDs); both are levy as secondary property taxes.

CITY OF SAN LUIS, ARIZONA
INTERGOVERNMENTAL REVENUES BY SOURCE, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
State Shared Sales Tax	$3,470,721	$3,272,469	$3,090,501	$2,889,943	$2,659,098	$2,550,568	$2,812,693	$2,104,763	$1,992,968	$1,771,253
Urban Revenue Sharing	4,330,742	3,929,206	3,981,836	3,856,245	3,360,240	3,378,557	3,559,275	2,605,281	2,152,641	2,231,840
Highway Users	3,006,613	2,804,155	2,651,344	2,526,082	2,239,260	2,126,238	1,929,961	2,041,357	1,562,498	1,678,834
Auto-in-lieu	1,466,398	1,407,377	1,335,198	1,259,413	1,104,206	1,007,212	959,549	1,015,403	851,821	836,971
Federal	2,536,130	1,140,890	40,939	1,139,781	673,284	615,896	634,216	1,130,716	1,004,693	2,177,538
Others	64,175	82,600	14,010	64,356	123,047	419,754	-	133,216	40,643	67,407
Total revenues	$14,874,779	$12,636,697	$11,113,828	$11,735,820	$10,159,135	$10,098,225	$9,895,694	$9,030,736	$7,605,264	$8,763,843
					-	-	-			

Source: Statement of Activities
Finance Records
Note: Includes governmental fund types
Includes all governmental revenues, including revenues from federal government

CITY OF SAN LUIS, ARIZONA
CITY TRANSACTION PRIVILEGE TAXES BY CATEGORY
LAST TEN FISCAL YEARS

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
Retail Sales	$6,023,773	$5,100,707	$5,307,579	$4,693,648	$3,731,819	$3,719,366	$3,498,869	$3,288,946	$3,046,645	$2,901,155
Contracting	2,056,745	2,039,455	1,188,901	888,499	1,573,668	1,654,681	1,336,456	1,468,887	1,574,491	1,413,388
Rentals	398,642	456,557	360,153	333,635	407,570	356,150	324,795	297,456	280,163	244,048
Communications/Utilities	992,652	92,458	123,547	947,825	1,174,550	1,044,285	1,053,760	959,929	624,166	570,915
Restaurant/Bar	652,531	604,790	611,999	456,027	422,284	417,278	363,027	371,107	342,810	309,338
Use	491,719	314,662	221,860	356,078	129,156	121,091	109,195	84,108	131,100	83,071
Other	44,469	1,112,100	1,175,444	18,855	69,312	45,339	64,415	61,346	74,436	137,650
	$10,660,531	$9,720,729	$8,989,483	$7,694,566	$7,508,359	$7,358,190	$6,750,517	$6,531,779	$6,073,811	$5,659,566
% Growth by year										
Retail Sales	18.1%	-3.9%	13.1%	25.8%	0.3%	6.3%	6.4%	8.0%	5.0%	3.1%
Contracting	0.8%	71.5%	33.8%	-43.5%	-4.9%	23.8%	-9.0%	-6.7%	11.4%	-57.9%
Rentals	-12.7%	26.8%	7.9%	-18.1%	14.4%	9.7%	9.2%	6.2%	14.8%	-11.2%
Utilities	973.6%	-25.2%	-87.0%	-19.3%	12.5%	-0.9%	9.8%	53.8%	9.3%	-2.4%
Restaurant/Bar	7.9%	-1.2%	34.2%	8.0%	1.2%	14.9%	-2.2%	8.3%	10.8%	5.2%
Use	56.3%	41.8%	-37.7%	175.7%	6.7%	10.9%	29.8%	-35.8%	57.8%	-25.1%
Other	-96.0%	-5.4%	6134.3%	-72.8%	52.9%	-29.6%	5.0%	-17.6%	-45.9%	107.8%
	948.0%	104.5%	6098.7%	55.7%	83.1%	96.6%	60.2%	16.0%	63.3%	19.5%

Note: Includes governmental fund types

Source: AZ Department of Revenues
City of San Luis Finance Department

CITY OF SAN LUIS, ARIZONA
SALES TAX PAYERS - BY CATEGORY
CURRENT YEAR AND TEN YEARS AGO

	2020				2011			
	Number of Payers	Percentage of Total Payers	Sales Tax Paid	Percentage of Total City Sales Tax Revenue	Number of Payers	Percentage of Total Payers	Sales Tax Paid	Percentage of Total City Sales Tax Revenue
Retail Sales	782	33.97%	$6,023,773	56.51%	453	27.13%	$2,909,492	38.80%
Construction, MFG & Wholesale	795	34.54%	2,056,745	19.29%	595	35.63%	2,776,765	37.03%
Rentals	147	6.39%	398,642	3.74%	123	7.37%	299,948	4.00%
Communications/Utilities	60	2.61%	992,652	9.31%	55	3.29%	554,903	7.40%
Restaurant/Bar	32	1.39%	652,531	6.12%	39	2.34%	247,457	3.30%
Use/Services	317	13.77%	491,719	4.61%	167	10.00%	599,895	8.00%
Other	169	7.34%	44,469	0.42%	238	14.25%	110,231	1.47%
	2,302	100%	$10,660,531	100%	1,670	100%	$7,498,691	100.00%

Note: Includes governmental fund types

Source: AZ Department of Revenues
City financial Records and reports

CITY OF SAN LUIS, ARIZONA
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities			Business-Type Activities					
Fiscal Year	Municipal Bonds	Notes Payable	Capital Leases	Municipal Bonds/Loans	Notes Payable	Capital Leases	Total Primary Government	Percentage of Personal Income	Per Capita
2020	$ 13,881,119	$ 129,217	$ 260,849	$ 33,107,180	$ 186,338	$ 182,593	$ 47,747,296	4.18%	$1,388
2019	14,546,315	174,462	265,209	34,744,986	243,768	262,367	50,237,107	4.28%	1,511
2018	15,231,748	270,762	297,873	36,427,536	57,843	339,794	52,625,556	4.43%	1,590
2017	12,369,441	3,387,834	-	33,955,220	102,171	379,540	50,194,206	4.55%	1,543
2016	13,350,329	3,562,910	-	38,010,036	185,909	-	55,109,184	4.86%	1,621
2015	13,350,329	3,562,910	-	38,010,036	185,909	-	55,109,184	6.64%	1,660
2014	14,383,209	3,336,222	-	39,733,576	127,693	-	57,580,700	8.26%	1,847
2013	14,698,048	3,323,879	-	33,642,562	834,330	-	52,498,819	5.61%	1,602
2012	15,001,198	3,347,536	133,235	34,113,235	844,703	54,246	53,494,153	7.65%	2,057
2011	15,292,656	3,970,481	305,037	34,565,602	866,495	173,673	54,653,849	6.40%	2,102

Note: See Table XV for Personal Income and Population

Source: (1) Based on data provided by the Greater Yuma Economic Development
City financial Records and reports

CITY OF SAN LUIS, ARIZONA
PLEDGED REVENUE COVERAGE - EXCISE TAX REVENUE BONDS
LAST TEN FISCAL YEARS

		Excise Tax Revenue Bonds									
		2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
Pledged revenues	(1)	$21,475,220	$19,715,582	$18,672,560	$15,562,640	$15,766,957	$15,379,657	$15,052,446	$13,283,180	$11,781,918	$11,341,493
Debt service requirements											
Principal		$1,880,000	$1,915,000	$1,035,000	$995,000	$1,690,001	$1,020,000	$785,000	$755,000	$725,000	$700,000
Interest		1,710,626	1,759,000	1,679,297	2,337,226	2,369,747	3,528,124	2,723,387	2,756,749	2,787,893	2,814,803
Total Annual Requirements		3,590,626	3,674,000	2,714,297	3,332,226	4,059,748	4,548,124	3,508,387	3,511,749	3,512,893	3,514,803
Estimated Coverage		5.98	5.37	6.88	4.67	3.88	3.38	4.29	3.78	3.35	3.23

(1) Pledged revenues on the Excise Tax Revenue Bonds are the "Excise Taxes", "State Shared Revenues", Licenses and Permit Fees, and Franchise fees. Excise Taxes are defined to include the transaction privilege and business taxes, which the City imposes. State Shared Revenues are defined as any excise tax, transaction privilege and use taxes and income taxes imposed by the State of Arizona and allocated or apportioned to the City, except the City's share of any such taxes which by State law, rule or regulation must be expended for other purposes.

Source: Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds and debt service schedules - City financial records

CITY OF SAN LUIS, ARIZONA
PLEDGED REVENUE COVERAGE - UTILITY REVENUE BONDS
LAST SEVEN FISCAL YEARS

		Water and Wastewater Utility Revenue Bonds						
	(3)	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**
Gross Revenues	(1)	8,976,213	8,598,226	8,232,732	$8,086,255	$7,506,930	$7,011,185	$6,045,693
Operating Expenses	(2)	4,405,164	4,059,728	3,363,861	5,027,804	4,388,160	5,387,500	4,315,552
Net Revenues Available		4,571,049	$4,538,498	$4,868,871	$3,058,451	$3,118,770	$1,623,685	$1,730,141
Debt Service Requirements								
Principal		305,000	295,000	280,000	$270,000	$260,000		
Interest		208,050	219,260	229,900	240,160	250,040	250,040	159,053
		513,050	514,260	509,900	510,160	510,040	250,040	159,053
Estimated Coverage		8.91	8.83	9.55	6.00	6.11	6.49	10.88

Notes:

(1) Includes total operating revenues and investment income of the Water Utility and Wastewater Utility Enterprise Funds.
(2) Includes total operating expenses of the Water Utility and Wastewater Utility Enterprise Funds less depreciation and amortization.
(3) The Water and Wastewater Utility Revenue Bonds were issued during fiscal year 2014; therefore only seven years are presented.

Source: Statement of Revenues, Expenses and Changes in Fund Net Position - Proprietary Funds and repayment schedules for the Water and Wastewater Utility Revenue Bonds.

CITY OF SAN LUIS, ARIZONA
Computation of Direct and Overlapping Debt*
June 30, 2020

Jurisdiction	Net Assessed Value	Net Debt Outstanding	Estimated Percentage Applicable		Estimated Share of Overlapping Debt
City of San Luis: General Obligation	$ 82,474,442	$ 129,217	100.00%		$ 129,217
City of San Luis: Revenue Bond	82,474,442	12,578,980	100.00%		12,578,980
City of San Luis: Premiums	82,474,442	1,302,140	100.00%		1,302,140
City of San Luis: Capital Leases	82,474,442	260,847	100.00%		260,847
		$ 14,271,184			$ 14,271,184
As presented fiscal year ended June 30, 2020					
Arizona Western College	$ 1,243,308,079	$ 45,865,000	100.00%	(1)	$ 45,865,000
Somerton Elementary School District No. 11	73,438,845	800,220	5.91%		47,293
Crane Elementary Shool District No. 13	235,810,331	9,390,000	18.97%		1,781,283
Antelope Union High School District No. 50	108,623,237	405,000	8.74%		35,397
Yuma Union High School District No 70	1,134,684,842	54,969,631	91.26%	(2)	50,165,285
Total Overlapping General Obligation Bonded Debt		$ 111,429,851			$ 97,894,258
Total Direct and Ovelapping General Obligation Bonded Debt					$ 112,165,442

Sources: YUMA County Finance Department

(1) Total debt is shared with La Paz County. Esimated 50% allocation to each County Source: Michelle.Landis@azwestern.edu
(2) Total Net Debt Outstanding from FY19 Report of Bonded Indebtedness, AZ Financial Transparency Portal
(3) City Records
* County records and the State and County Abstract of the Assessment Roll, Arizona Department of Revenue.

CITY OF SAN LUIS, ARIZONA
DEMOGRAPHIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population	Personal Income	Labor force	Employment	Unemployment	Unemployment rate percentage
2020	34,394	$ 37,800	14,626	7,386	7,240	49.5%
2019	33,243	37,800	14,534	11,220	3,314	22.8%
2018	33,107	33,967	14,139	10,787	3,352	23.7%
2017	32,540	33,124	13,382	9,897	3,485	26.0%
2016	34,001	33,376	18,632	9,998	8,633	46.3%
2015	33,190	25,000	18,662	9,822	8,840	47.4%
2014	31,180	22,368	19,824	9,689	10,134	65.8%
2013	32,763	28,548	17,965	6,000	11,965	66.6%
2012	26,000	26,889	17,249	5,614	11,635	67.5%
2011	26,000	32,828	15,896	5,489	10,407	65.5%

Data Source:

Greater Yuma Economic Development Corporation

CITY OF SAN LUIS, ARIZONA
MAJOR EMPLOYERS WITHIN THE CITY
CURRENT YEAR AND SEVEN YEARS AGO

	2020			2013		
Employer	# of Employees	Rank	Percentage of City Employment	# of Employees	Rank	Percentage of City Employment
Arizona State Prison	943	1	27.82%	800	2	22.75%
Gadsen Unified School District	835	2	24.63%	845	3	24.03%
ACT Call Center	554	3	16.34%	812	1	23.09%
Factor Sales	415	4	12.24%	403		11.46%
City of San Luis	285	5	8.41%	237	5	6.74%
Walmart	196	6	5.78%	290	4	8.25%
San Luis Detention Center	162	7	4.78%	130	7	3.70%
Basha's/Food City	-	-	0.00%	-	6	0.00%
Total Employees	3,390		100.00%	3,517		100.00%

Source: Greater Yuma Economic Development Corporation

Notes:

(1) Data was tracked for City's 1st CAFR.

(2) City of San Luis Finance Department

(3) Data for years 2006 - 2011 is not available

CITY OF SAN LUIS, ARIZONA
AUTHORIZED FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
Permanent Position by Function	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
General Fund										
General Government	91	89	79	56	58	55	57	57	54	52
Public Safety	80	83	96	89	94	85	90	90	87	86
Health and Welfare	4	4	4	3	4	4	2	2	2	2
Culture and Recreation	23	47	23	35	47	37	36	36	28	22
Community Development	12	12	10	9	9	8	9	9	9	9
Sub total General Fund	210	235	212	192	212	189	194	194	180	171
General Fund	210	235	212	192	212	189	194	194	180	171
Public Works & Streets	20	15	17	18	15	16	11	11	13	15
Enterprise Funds	40	30	53	50	32	32	32	32	26	30
Total Permanent Positions	270	280	282	260	259	237	237	237	219	216

Source: City Payroll

CITY OF SAN LUIS, ARIZONA
UTILITY STATISTICAL DATA - BILLINGS
LAST TEN FISCAL YEARS

Utility Rate Increases & Average Bill

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Water										
Average bill	$48.84	$48.28	$48.16	$48.45	$48.03	$46.59	$45.05	$41.72	$38.31	$36.56
% Increase	1.16%	0.25%	-0.60%	0.88%	3.09%	3.41%	7.98%	8.89%	4.80%	7.78%
Wastewater										
Average bill	$43.65	$44.56	$44.60	$51.57	$48.40	$46.30	$37.33	$31.57	$29.41	$23.24
% Increase	-2.04%	-0.09%	-13.52%	6.56%	4.52%	24.03%	18.25%	7.34%	26.53%	5.19%
Residential Solid Waste										
Average bill	$17.51	$17.64	$17.82	$17.03	$16.95	$16.86	$16.89	$17.11	$16.45	$15.89
% Increase	-0.74%	-1.01%	4.64%	0.47%	0.52%	-0.15%	-1.32%	4.07%	3.51%	-9.74%

Source: City Customer Service and Billing records (Billing Register Summary)

CITY OF SAN LUIS, ARIZONA
UTILITY STATISTICAL DATA - ACCOUNTS
LAST TEN FISCAL YEARS

	Utility Accounts									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
Water										
Number of Accounts	7,614	7,194	6,828	6,669	6,384	6,190	6,023	5,890	6,036	5,701
% Increase	5.84%	5.36%	2.38%	4.46%	3.13%	2.77%	2.26%	-2.42%	5.88%	-2.80%
Wastewater										
Number of Accounts	7,383	7,027	6,618	6,495	6,216	5,990	5,827	5,688	5,597	5,514
% Increase	5.07%	6.18%	1.89%	4.49%	3.77%	2.80%	2.44%	1.63%	1.51%	0.42%
Residential Solid Waste										
Number of Accounts	6,983	6,620	6,222	6,113	5,825	5,643	5,549	5,366	5,249	5,172
% Increase	5.48%	6.40%	1.78%	4.94%	3.23%	1.69%	3.41%	2.23%	1.49%	-2.96%

Source: City Customer Service and Billing records

CITY OF SAN LUIS, ARIZONA
BUILDING PERMITS AND HOME SALES
LAST TEN FISCAL YEARS
($'s in 000's)

	Building Permits									
	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Commercial										
Number of Permits	6	1	1	6	16	16	16	16	16	13
Value	$ 17,447	$ 10	$568	$7,091	$51	$128	$2,181	$204	$5,773	$7,560
Residential										
Number of Dwelling Units	355	340	193	267	169	159	112	120	85	68
Value	$ 54,327	$ 49,318	$ 29,110	$ 35,339	$ 24,850	$ 24,530	$ 16,908	$ 20,166	$ 13,147	$ 11,078
Other										
Number of Permits	390	352	404	480	523	318	200	138	161	134
Value	$ 8,160	$ 6,664	$ 8,293	$ 9,601	$ 10,652	$ 2,146	$ 19,089	$ 3,649	$ 1,157	$ 1,554

	Single Family Housing Sales									
	Calendar Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
New units sold	317	314	258	228	175	88	56	118	114	63

Source: City Development Services

CITY OF SAN LUIS, ARIZONA
UTILITY STATISTICAL DATA
LAST TEN FISCAL YEARS

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Miscellaneous data on water utility										
Annual Consumption (000's gal)	1,180,168	1,144,797	1,085,982	1,067,585	1,041,105	1,023,995	1,080,987	962,719	1,025,510	1,122,644
Avg gallons/account/month	13,671	13,261	13,254	13,340	13,590	13,786	14,956	13,621	14,158	16,410
Avg gallons/account/year	164,049	159,132	159,048.33	160,082	163,080	165,427	179,477	163,452	169,899	196,920
Avg. daily demand (MGD)	3.53	3.23	3.23	445	453	460	499	454	472	547
Peak demand (MGD)	4.74	3.81	3.81	3.81	3.43	3.43	3.43	3.43	3.43	3.43
Number of wells in system	12	12	12	12	12	12	12	12	12	12
Available storage capacity (million Gallons)	4,025	4,025	4,025	4,025	4,025	4,025	4,025	4,025	4,025	4,025
Miscellaneous data on wastewater utility										
Treatment plant capacity (000's)	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Annual wastewater treated (000's)	613,095	586,810	514,839	458,763	465,867	471,403	463,767	457,864	437,574	445,704
Average daily flow (000's)	1,679	1,608	10,740	1,286	1,340	1,340	1,340	1,340	1,340	1,340
Miscellaneous data on solid waste service										
Tons of waste collected and disposed	12,300	12,046	11,719	10,740	10,306	9,681	10,610	9,013	9,523	9,066

Source: City Customer Service and Billing records
Public Works records

CITY OF SAN LUIS, ARIZONA
BUILDING PERMITS AND HOME SALES
LAST TEN FISCAL YEARS
($'s in 000's)

	Building Permits									
	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Commercial										
Number of Permits	6	1	1	6	16	16	16	16	16	13
Value	$ 17,447	$ 10	$568	$7,091	$51	$128	$2,181	$204	$5,773	$7,560
Residential										
Number of Dwelling Units	355	340	193	267	169	159	112	120	85	68
Value	$ 54,327	$ 49,318	$ 29,110	$ 35,339	$ 24,850	$ 24,530	$ 16,908	$ 20,166	$ 13,147	$ 11,078
Other										
Number of Permits	390	352	404	480	523	318	200	138	161	134
Value	$ 8,160	$ 6,664	$ 8,293	$ 9,601	$ 10,652	$ 2,146	$ 19,089	$ 3,649	$ 1,157	$ 1,554

	Single Family Housing Sales									
	Calendar Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
New units sold	317	314	258	228	175	88	56	118	114	63

Source: City Development Services

CITY OF SAN LUIS, ARIZONA
Operating Indicator by Function
LAST TEN FISCAL YEARS

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
GENERAL GOVERNMENT										
Court										
Charges filed/ Charges adjudicated(resolved)	2,630	2,749	2,200	3,317	3,734	3,989	4,630	7,214	4,449	3,385
Charges dismissed	761	1,014	754	1,037	841	938	1,019	8,469	690	847
Human Resources										
# of employment Applications Processed	2,683	1,816	2,829	3,047	1,643	750	530	601	44*	40*
Finance										
# of Accounts Payable checks issued	4,456	4,780	4,721	4,785	4,264	4,201	3,848	3,739	3,723	3,929
# of Claims filed, injured or ill workers	221	33	27	16	13	29	27	18	16	**
# of electrical inspections performed	3	4	**	**	3	1	8	10	6	1
Notice of claims	14	7	14	3	2	4	1	6	6	**
PUBLIC SAFETY										
Police										
# of 911 Emergency and Animal Calls	5,556	7,276	5,467	4,889	5,920	5,483	5,694	5,046	**	**
# of Traffic Stops	4,147	5,463	4,786	5,220	4,681	6,393	6,834	9,439	**	**
# of Arrests on Warrants	360	396	374	468	439	**	**	**	**	**
Fire										
# of Ambulance Transport Services	3,341	2,972	2,699	2,767	2,665	2,476	2,318	2,169	1,912	1,620
# of Fire & Hazmat Incidents	50	61	63	41	57	28	78	62	69	72
HEALTH AND WELFARE										
# of Meals served - Food Assistance	5,590	4,787	5,783	7,791	8,869	7,963	9,604	9,296	7,677	9,239
# of citywide transit ridership	4,797	6,157	6,166	9,538	10,661	8,136	9,243	8,378	6,323	5,190

Note: (*) Hiring Freeze
(**) Information is not available
Source: Various Departments

CITY OF SAN LUIS, ARIZONA
CAPITAL ASSETS BY FUNCTION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
General Government										
City Hall										
Building	1	1	1	1	1	1	1	1	1	1
Vehicle	37	34	33	31	26	26	18	18	18	17
Public Safety										
Building	2	2	2	2	2	2	2	2	2	2
Vehicle	71	72	70	69	70	70	57	57	53	50
Culture & Recreation										
Building	3	3	3	3	3	3	3	3	3	3
Equipment	41	38	37	39	33	33	23	23	22	19
Health and Welfare										
Building	2	2	2	2	2	2	2	2	2	2
Vehicle	2	2	2	3	3	3	5	5	6	6
Public Works and streets										
Building	1	1	1	1	1	1	1	1	1	1
Equipment	28	28	28	27	26	26	18	18	17	17
Enterprise										
Building	4	4	4	4	4	4	3	3	3	3
Equipment	68	67	61	61	51	51	44	44	49	47

Source: City records Finance Department

AGENDA ITEM REVIEW FORM

Special City Council Meeting **3. B.**

Meeting Date: 03/17/2021

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

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization for a budget transfer to have budget authority to spend the Arizona Department of Transportation Grant awarded. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis received a grant in the amount of $500,000.00 from the Arizona Department of Transportation (ADOT) for the Magrino Industrial Park Phase No. 3 base phase roadway improvements. The City of San Luis is scheduled to award the construction contract at the March 17, 2021, Special Council meeting. The Greater Yuma Port Authority will pay ten percent (10%) match or $50,000.00 as required by the ADOT grant and stipulated in the intergovernmental agreement (IGA) between the City of San Luis and Greater Yuma Port Authority (GYPA) approved on June 24, 2020. In addition, the Greater Yuma Port Authority will provide $21,997.80 for engineering services.

Staff is requesting that the City Council authorize a budget transfer to the Special Revenue Account 255-210-44000.225 to have budget capacity in the Special Revenue Account 255-210-90015.225 to spend the $571,997.80 funds.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET TRANSFER AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	$571,997.80
TOTAL:	$571,997.80
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Special Revenue Account # 255-210-44000.225

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

Request budget transfer as follows:

From account 100-999-90015 to account 255-210-44000.225 $500,000.00
From account 100-110-80005 to account 255-210-44000.225 $ 71,997.80

$571.997.80 expenditure includes $500,000.00 ADOT grant, $50,000.00 GYPA grant match and $21,997.80 engineering services to be paid by GYPA.

Attachments

GYPA IGA
ADOT Grant

2020-21580 AGREEMENT
07/22/2020 04:10:53 PM Pages: 5 Fees: $15.00
Requested By:CSL (RECORDING & COPIES)
Recorded By: cromero
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

****

CAPTION HEADING:

Agreement

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 the City of San Luis, for the mutual benefit of GYPA and the City.

AGREEMENT

GYPA & San Luis for ACA Grant & Road Construction

This agreement ("Agreement") made this 24th 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: Matias Rosales
(Printed Name)

Title: Chairman

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
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**

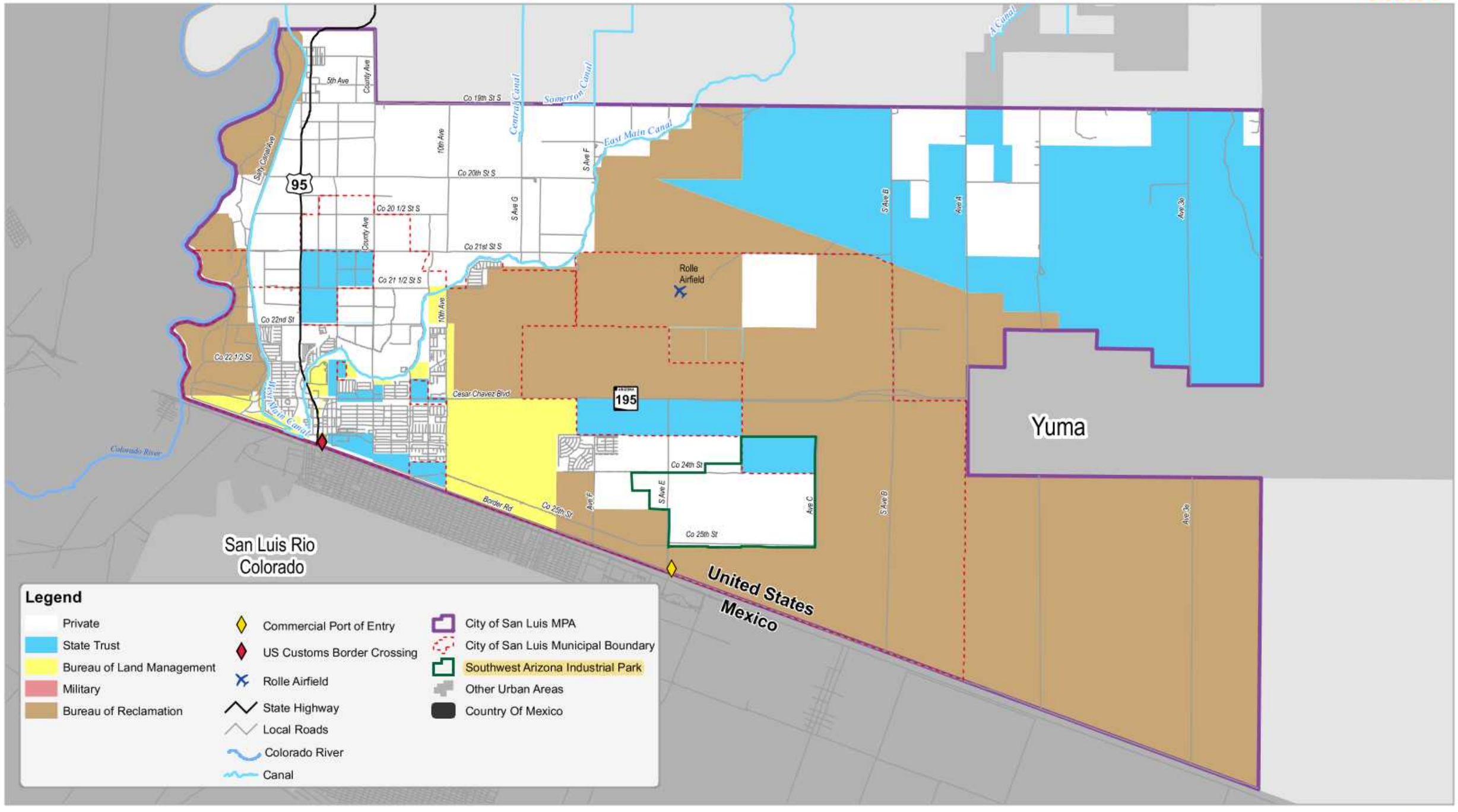
OTHRE COSTS INELIGIBLE FOR ESP REIMBURMENT	
Description	**Total Cost ($)**
Contracted Engineer Assessment of Costs	$41,960.00

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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.

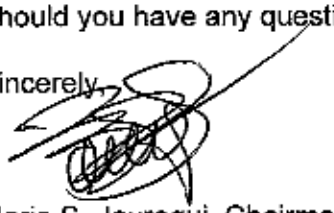
A key deliverable of this project would be the continued expansion in utilization of the San Luis II Land Based Port of Entry. At this time, the port is underutilized and has room for growth and to accommodate higher volumes of trucks. To appeal to future users, the Magrino Industrial Park will be able 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,

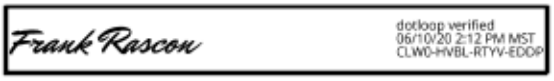
As owner of Franks Trucking, I am writing you in support of the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park as submitted by the City of San Luis and the Greater Yuma Port Authority. This industrial park has served 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.

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.

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)

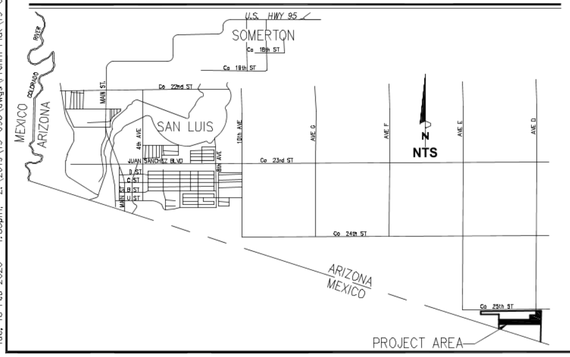
ELECTRIC – APS COMPANY
MAIL STATION 4853
6700 E. 30TH STREET
YUMA, ARIZONA 85364
(928) 336–9838 (ANNE CAMACHO)

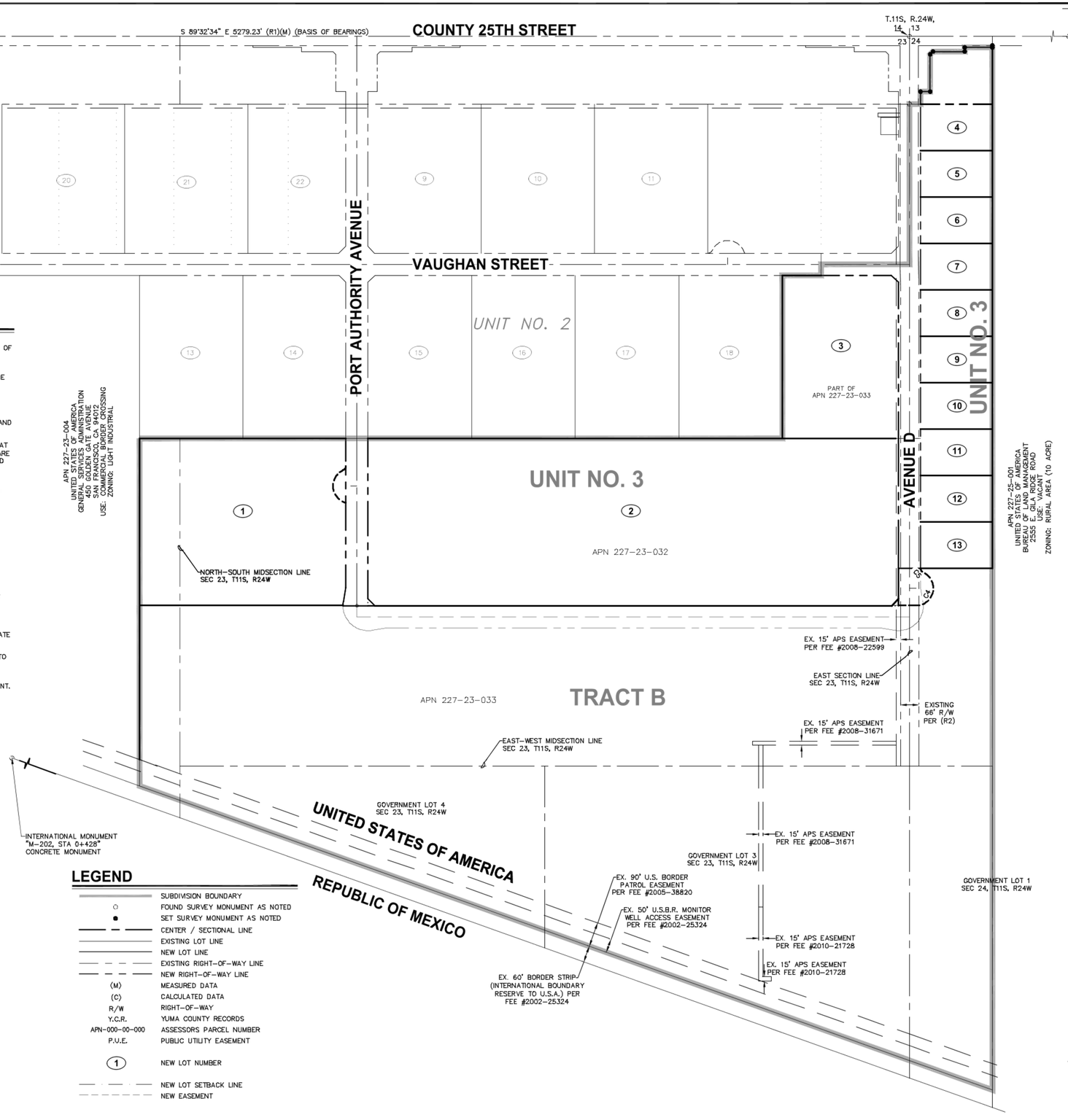
FIRE PROTECTION – SAN LUIS FIRE DEPARTMENT
1165 N. McCAIN AVENUE
P.O. BOX 445
SAN LUIS, AZ 85349
(928) 341–8550 (ANGEL RAMIEREZ)

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

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.

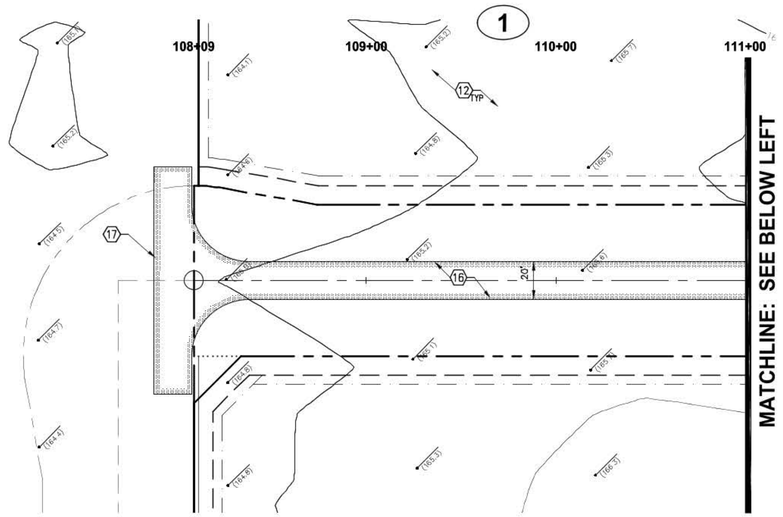
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 12/31/19
ARIZONA, U.S.A.

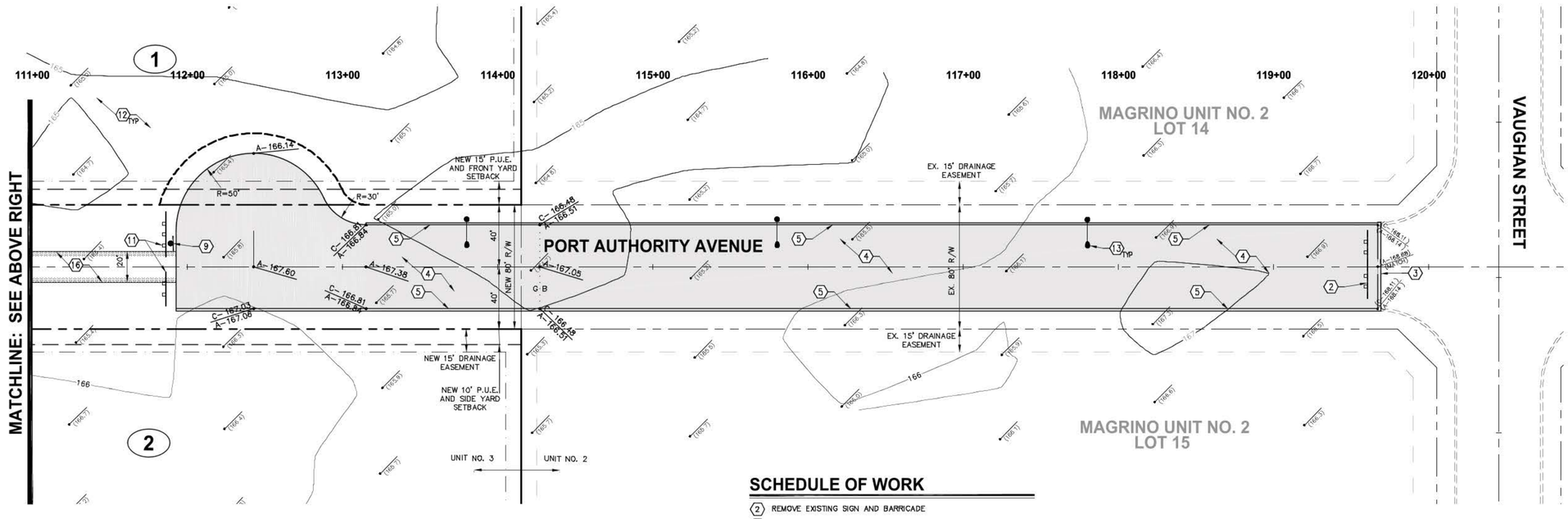
Date:	DEC. 2019
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.:	19–096

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

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

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.

40' 0 40' 80' 120'
SCALE: 1" = 40'

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

ROADWAY 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.

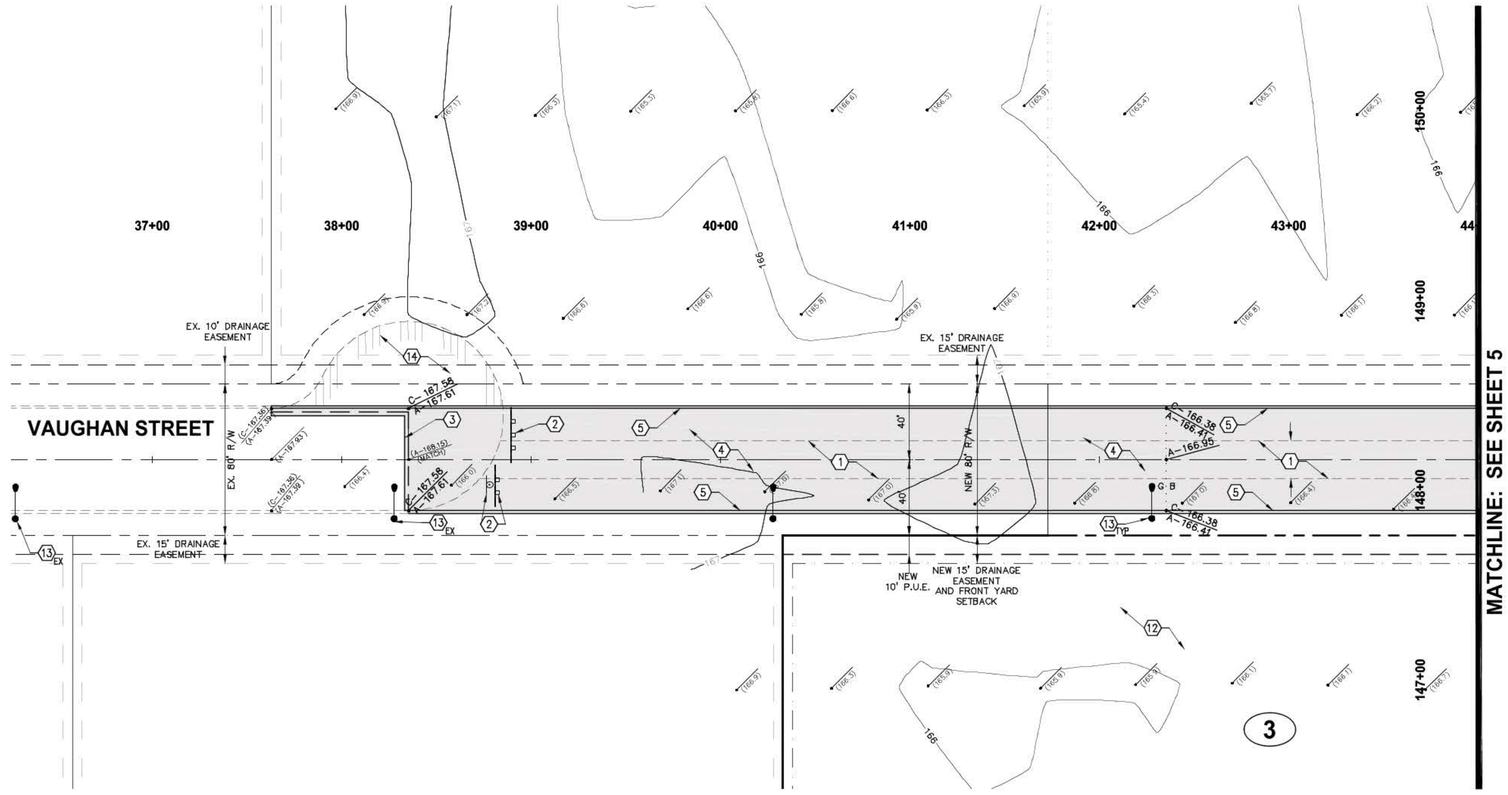
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 12/17/19
ARIZONA, U.S.A.

Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19–096

SHEET 2

Tue, 18 Feb 2020 – 3:34pm, Z:\2019\19-096\dwgs\Prelim Plat\19-096 Prelim Plat Grading Plan.dwg, " Core Engineering Group, PLLC"

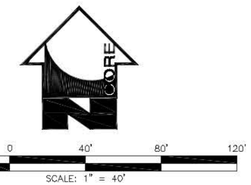
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MATCHLINE: SEE SHEET 5

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)
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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

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ARIZONA 811 Arizona Blue Stake, Inc.
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In Maricopa County: (602) 263-1100

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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

ROADWAY PLAN

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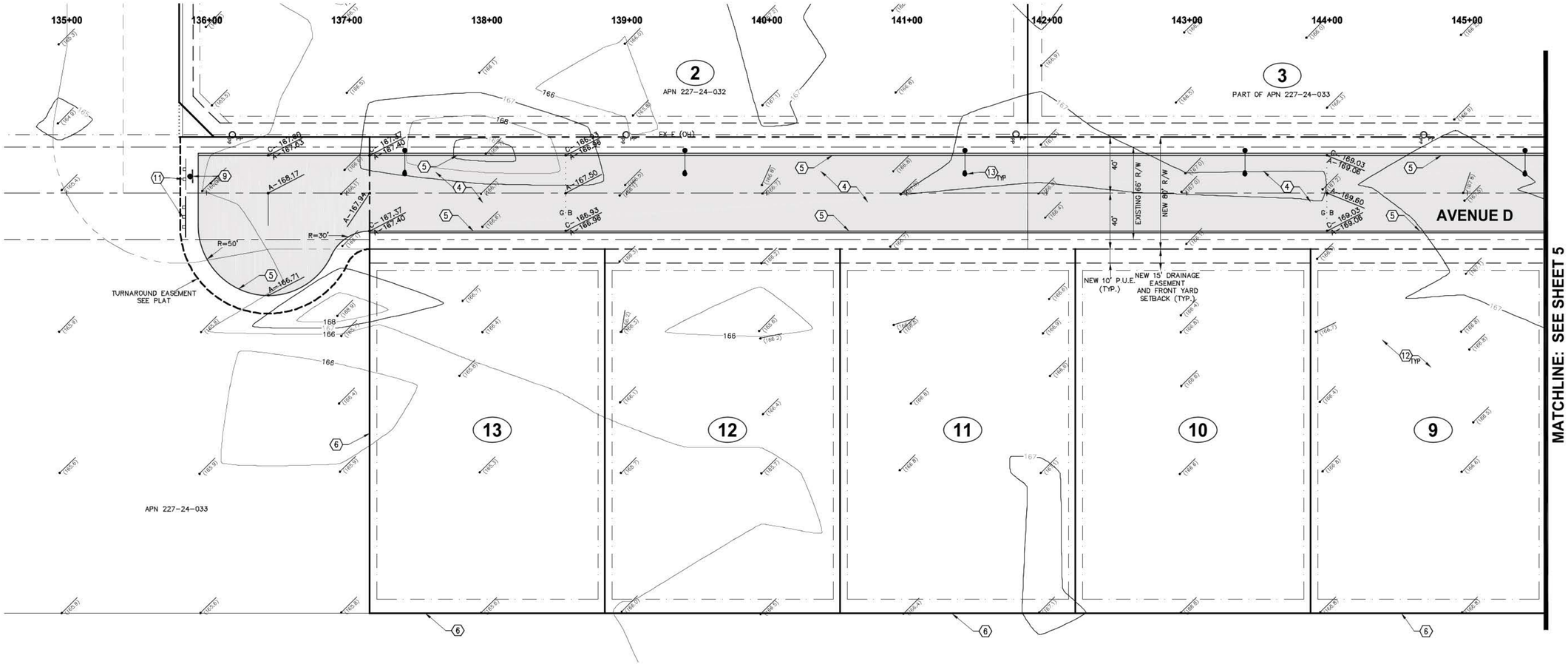
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed
ARIZONA U.S.A.

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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32329
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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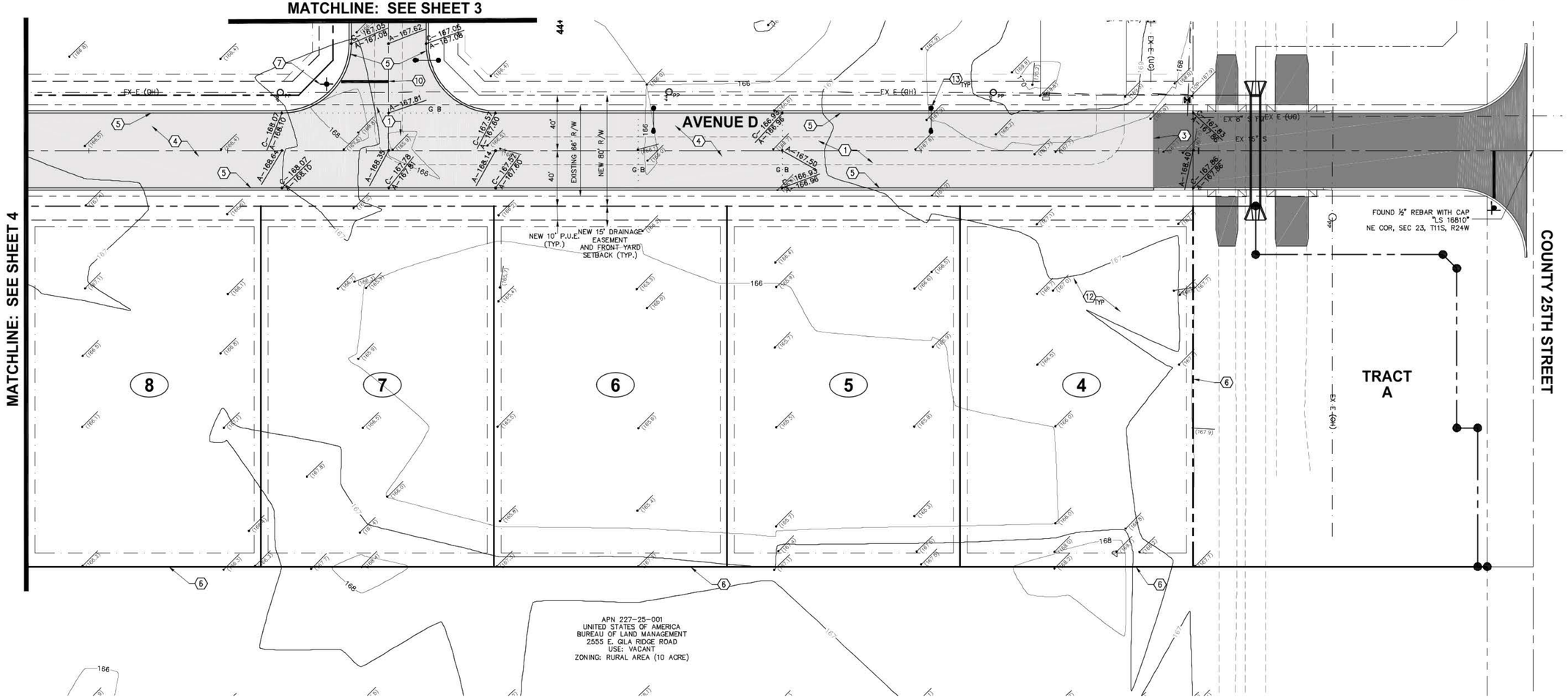
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UNIT NO. 3

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)	
2	REMOVE EXISTING SIGN AND BARRICADE	
3	SAWCUT AND MATCH EXISTING	
4	INDUSTRIAL STREET SECTION	-SEE DETAIL A/6
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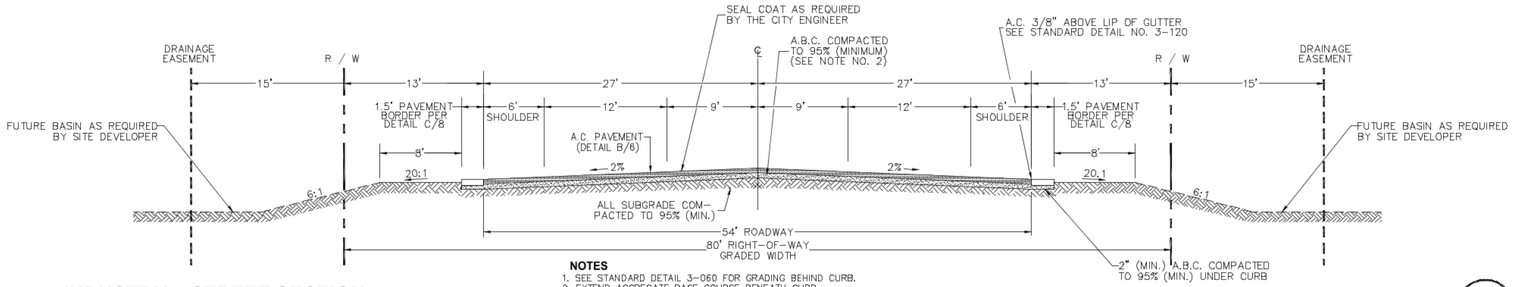
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DOUGLAS J. NICHOLLS
Date Signed 01-13-20
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Date: DEC. 2019
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Drawn: J.M.G.
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SHEET 5

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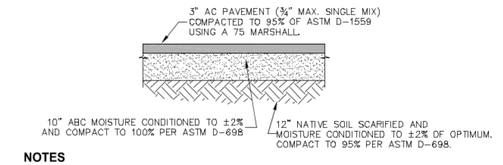


NOTES
1. SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND CURB.
2. EXTEND AGGREGATE BASE COURSE BENEATH CURB.

INDUSTRIAL STREET SECTION

YUMA COUNTY CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 2-070 (MODIFIED, NTS)

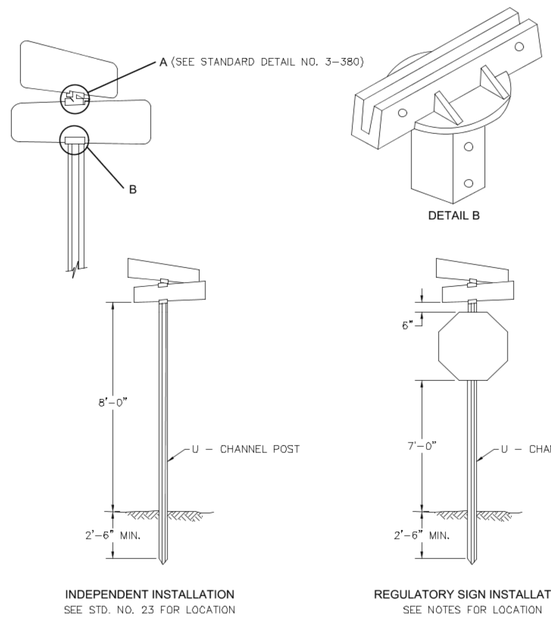
NTS — A / 6



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.

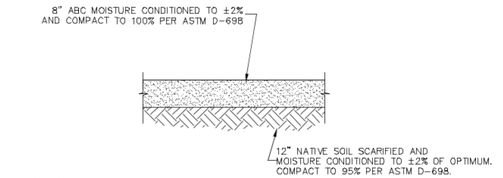
WHEN STREET NAME SIGNS ARE MOUNTED WITH A REGULATORY SIGN, THE LOCATION WILL BE AS PER THE M.U.T.C.D.

SEE GENERAL NOTES ON STD. DETAIL NO. 3-380.

DOUBLE FACED STREET SIGN - STOP SIGN

YUMA COUNTY CONSTRUCTION STANDARD DETAIL NO. 3-390

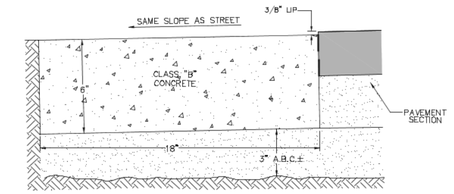
NTS — D / 6



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

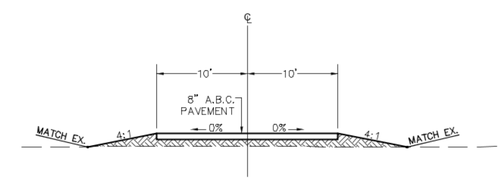


NOTES
1. IN GROUP A SOIL CONDITIONS: 8" OF CONCRETE MAY BE SUBSTITUTED FOR 6" OF CONCRETE AND 3" A.B.C. WITH THE APPROVAL OF THE CITY ENGINEER.
2. BROOM FINISH EXPOSED SURFACE
3. CONTRACTION JOINT SPACING AS PER SECTION 3.3.8 OF PUBLIC WORKS STANDARD
4. EXPANSION JOINT SPACING 50' MAX AS PER SECTION 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

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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.

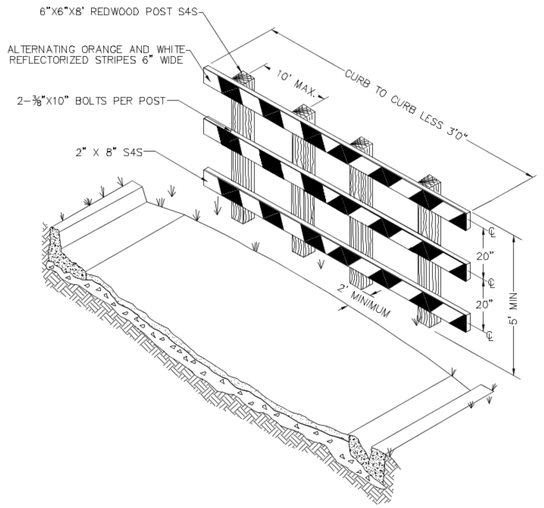
Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

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.

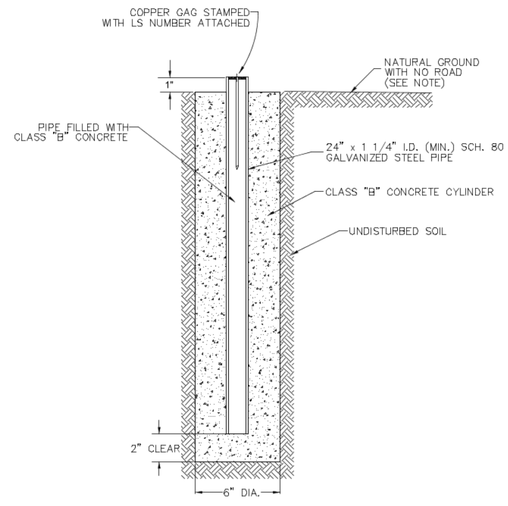
RAIL TIMBER TO BE NO. 1 D.F. S4S AND TO RECEIVE 2 COATS OF OUTSIDE WHITE PAINT ON NON-REFLECTIVE SURFACES. STRIPES SHALL SLOPE TOWARD THE CENTER OF THE PAVEMENT FROM BOTH SIDES, UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER.

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



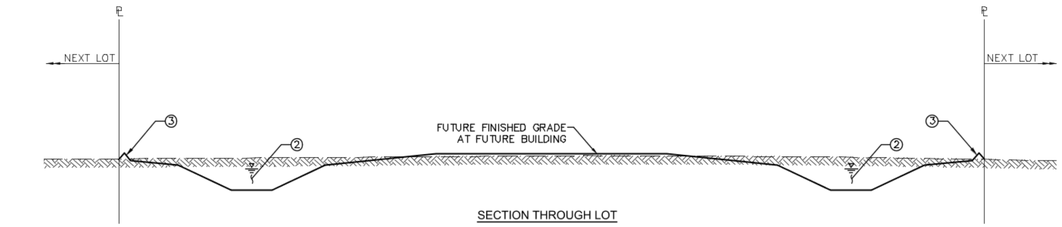
NOTE

IF SUBDIVISION BOUNDARY MONUMENT IS LOCATED WITHIN THE ROADWAY, INSTALL STANDARD NO. 4-080.

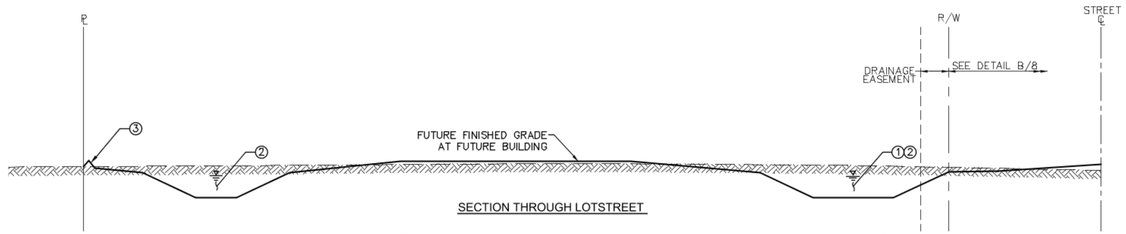
BOUNDARY MONUMENT

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

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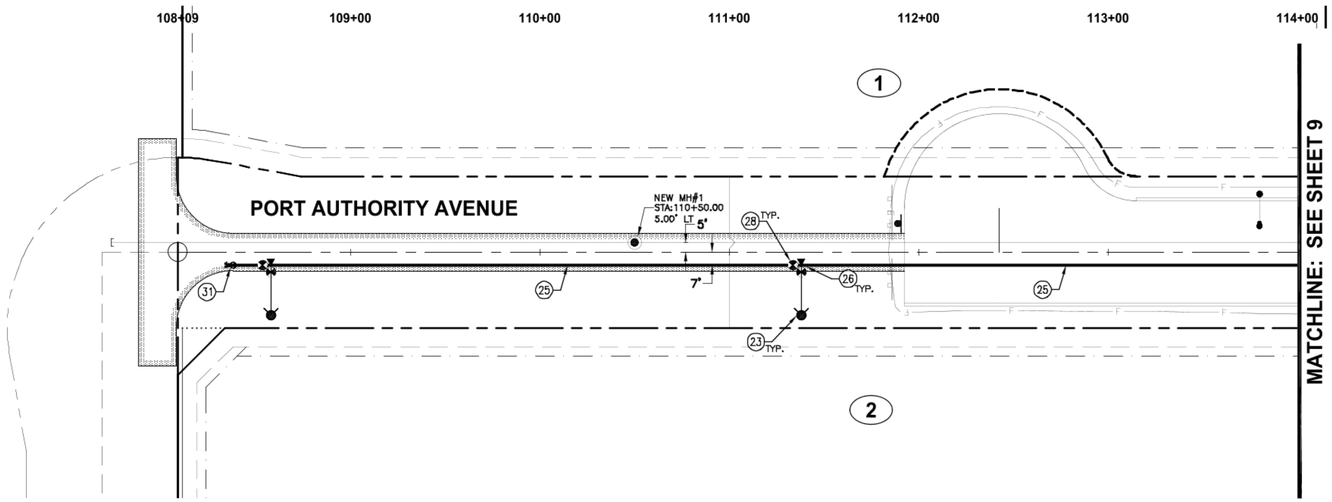
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Date Signed: 12-6-19
ARIZONA, U.S.A.

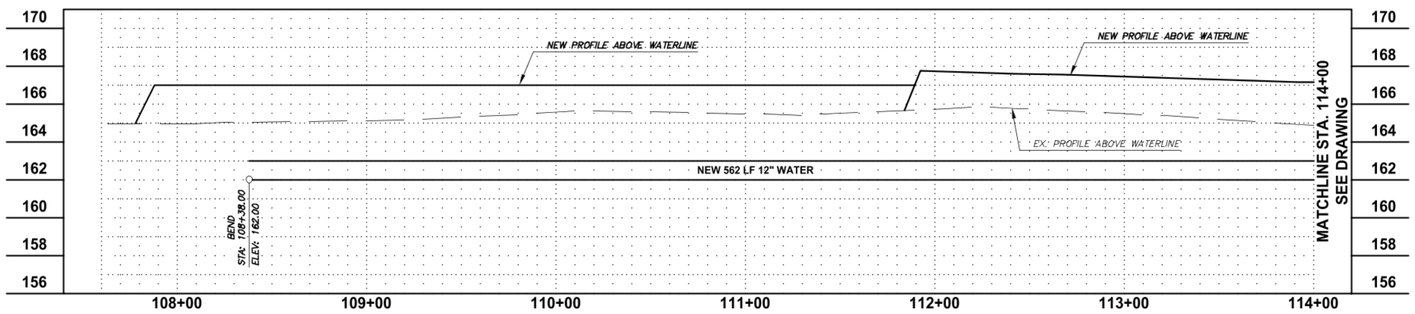
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SHEET 7

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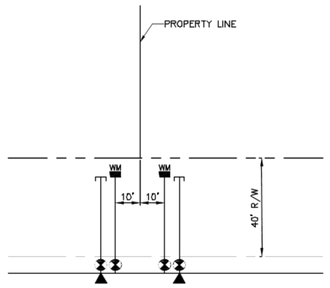
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WATER SCHEDULE OF WORK

(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

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www.CoreEngineeringGroup.com
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MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
PORT AUTHORITY - WATER PLAN & PROFILE

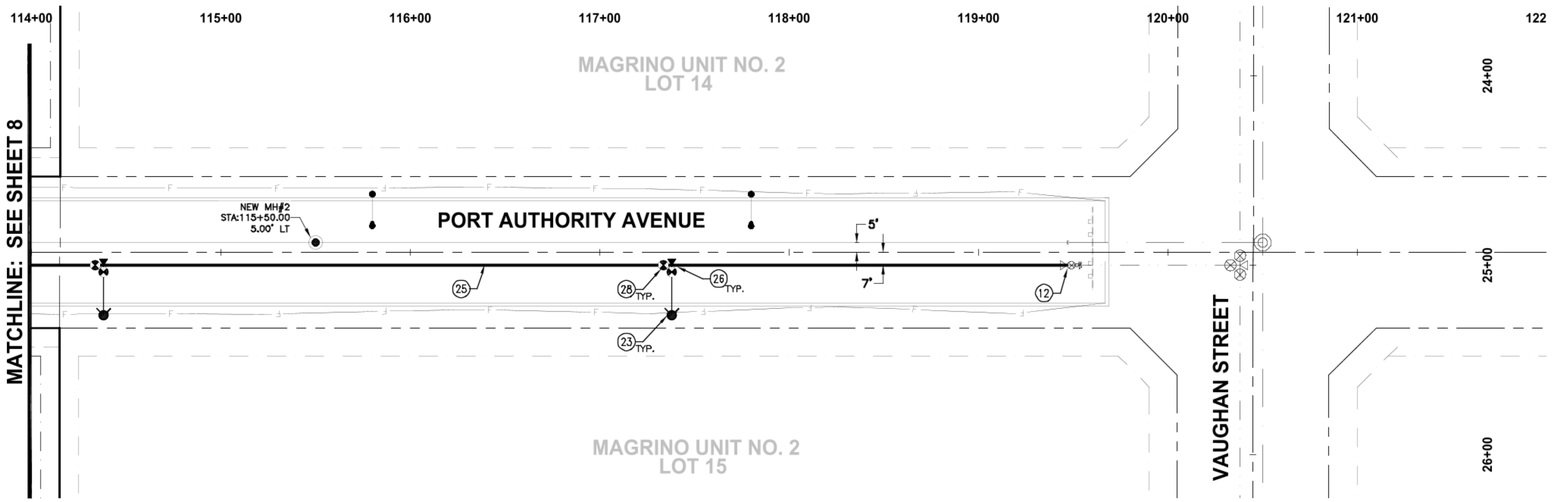
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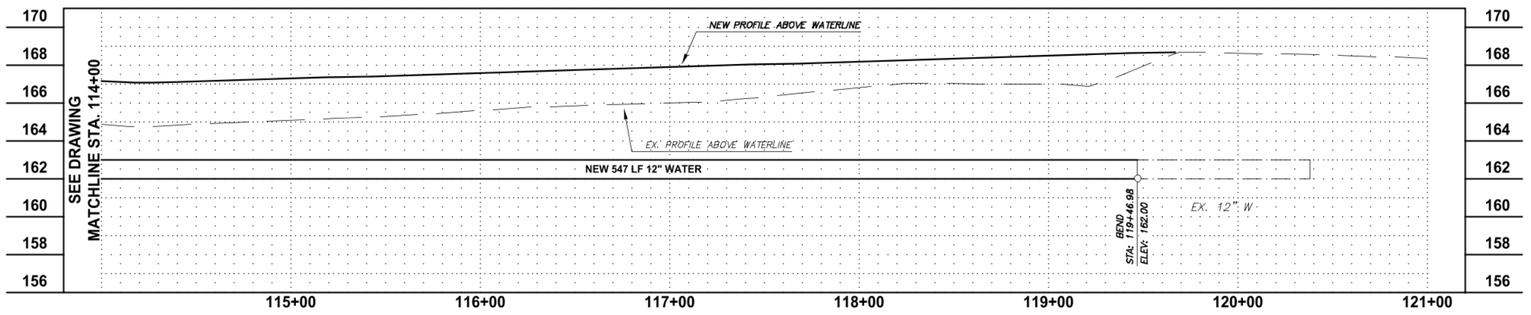
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WATER SCHEDULE OF WORK

(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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CORE

40' 0 40' 80' 120'

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YUMA COUNTY, ARIZONA
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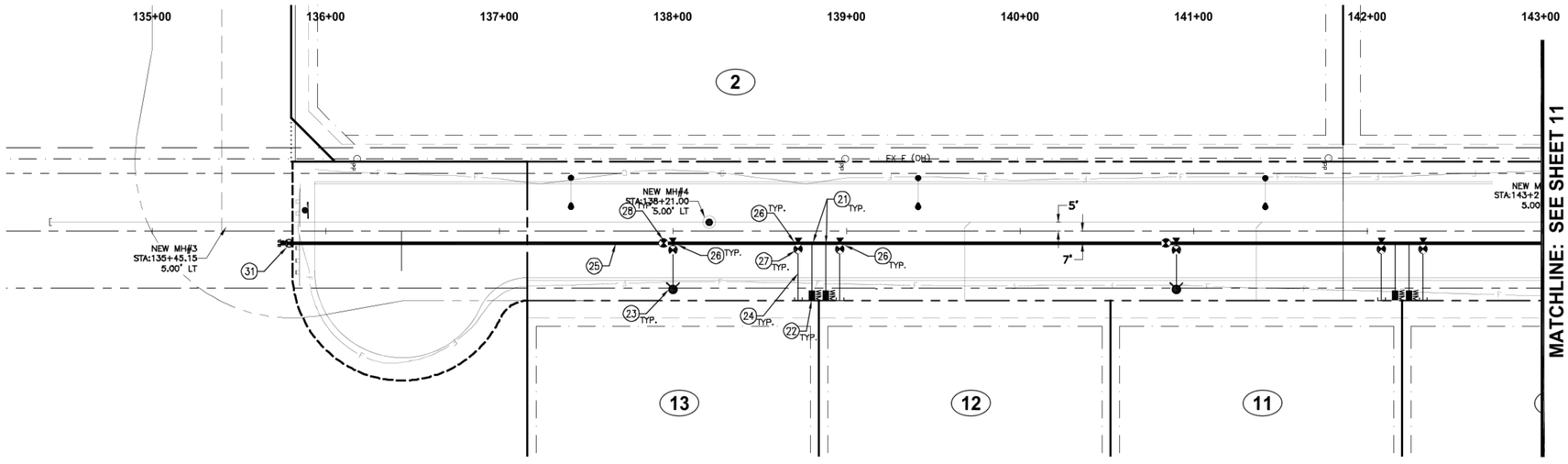
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed: 02/18/20
ARIZONA, U.S.A.

Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
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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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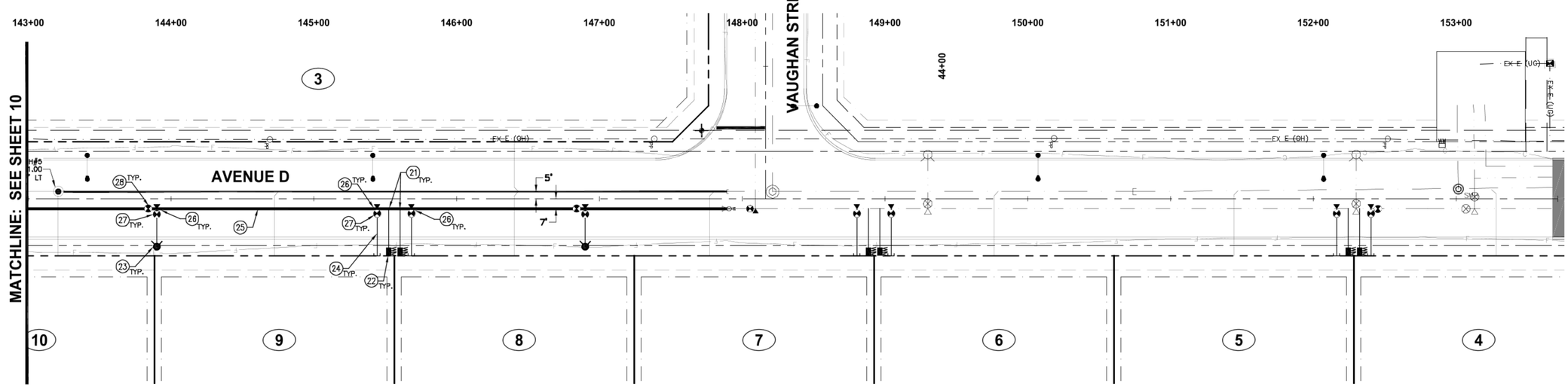
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CERTIFICATE NO.
32329
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Date Signed 02/18/20
ARIZONA U.S.A.

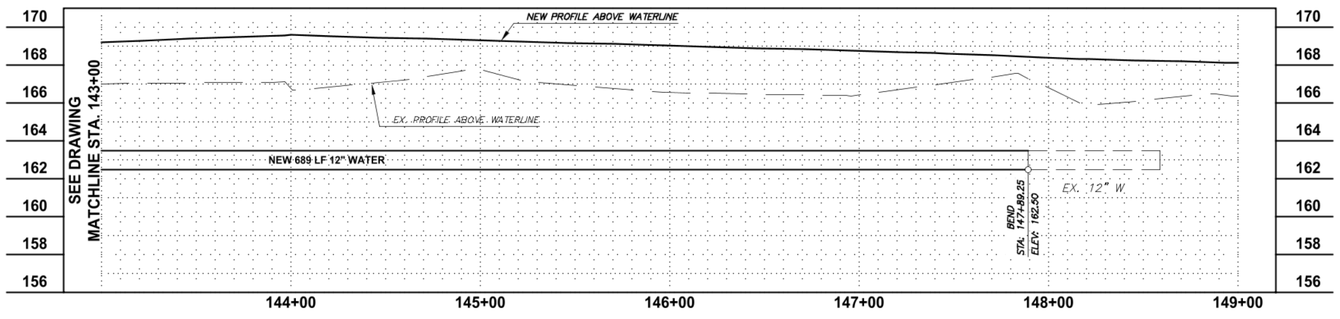
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(31)	WATERMAIN BLOWOFF	–COY STD NO. 5–085

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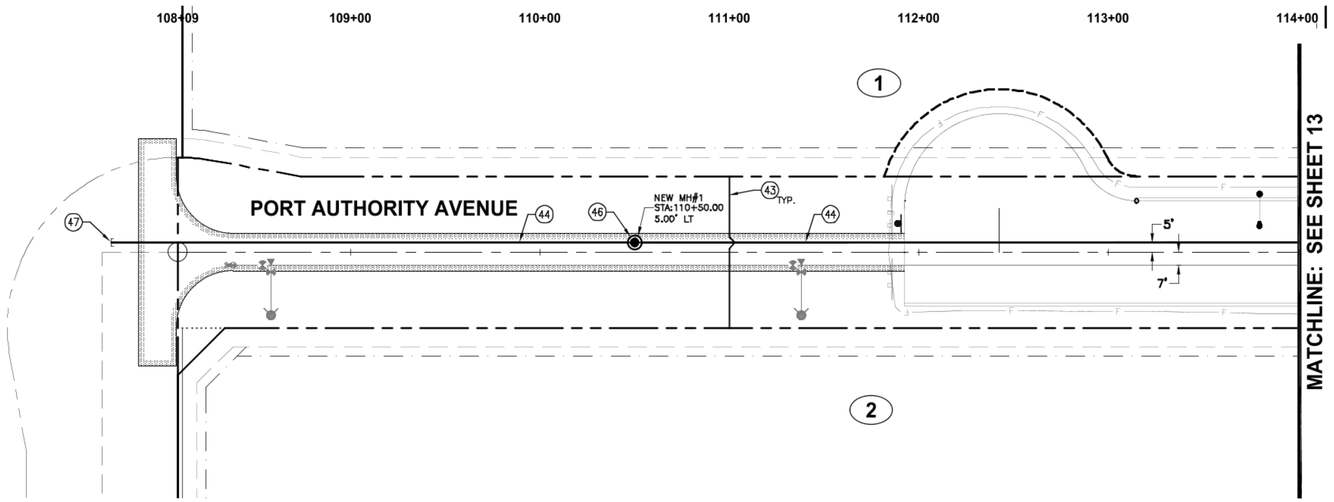
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CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 02/18/20
ARIZONA U.S.A.

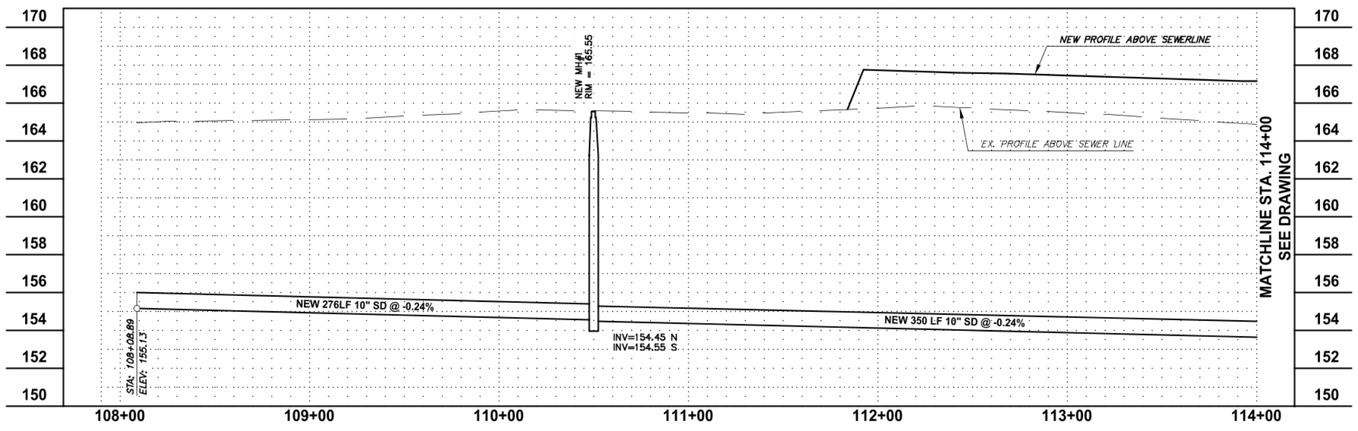
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SEWER SCHEDULE OF WORK

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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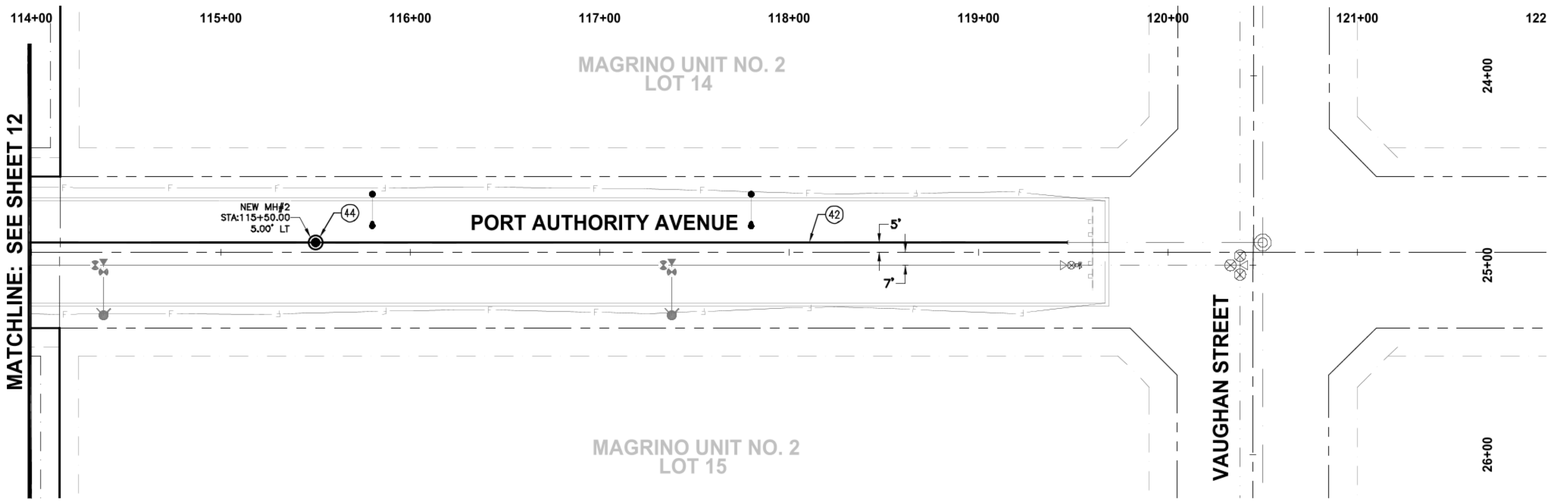
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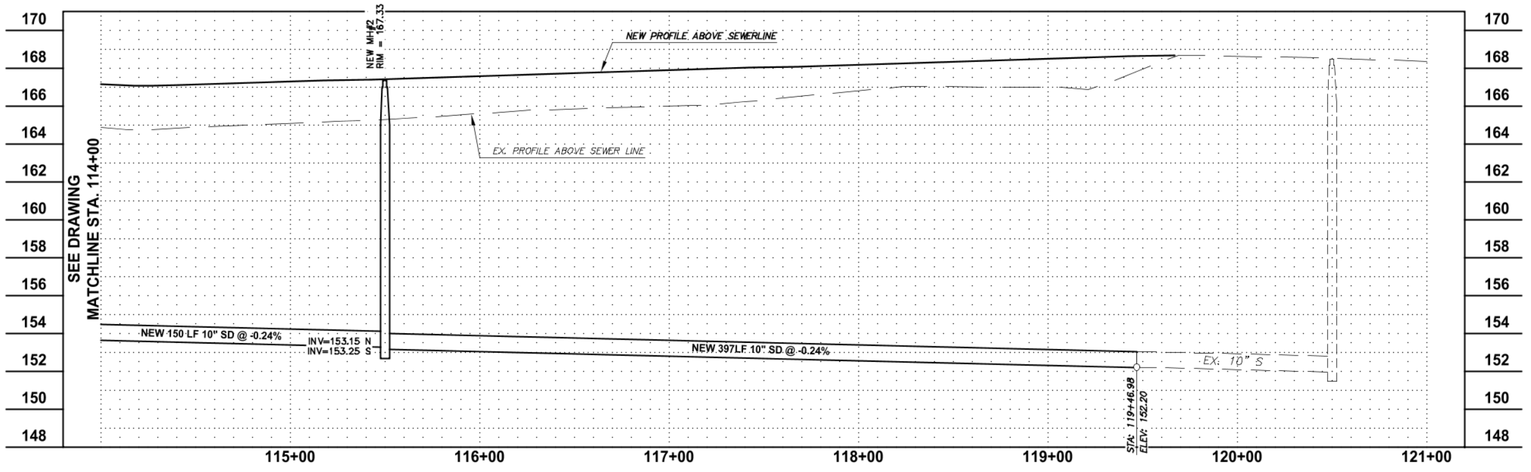
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SEWER SCHEDULE OF WORK

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
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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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CORE
40' 0 40' 80' 120'

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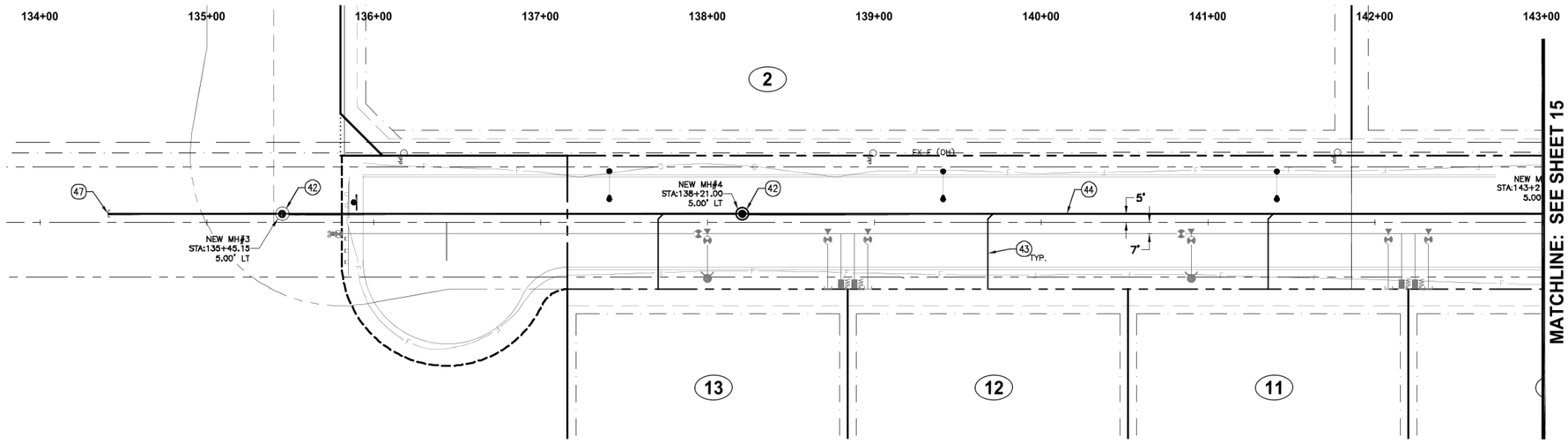
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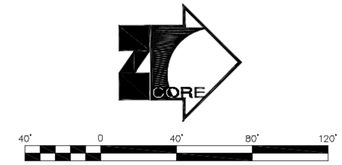
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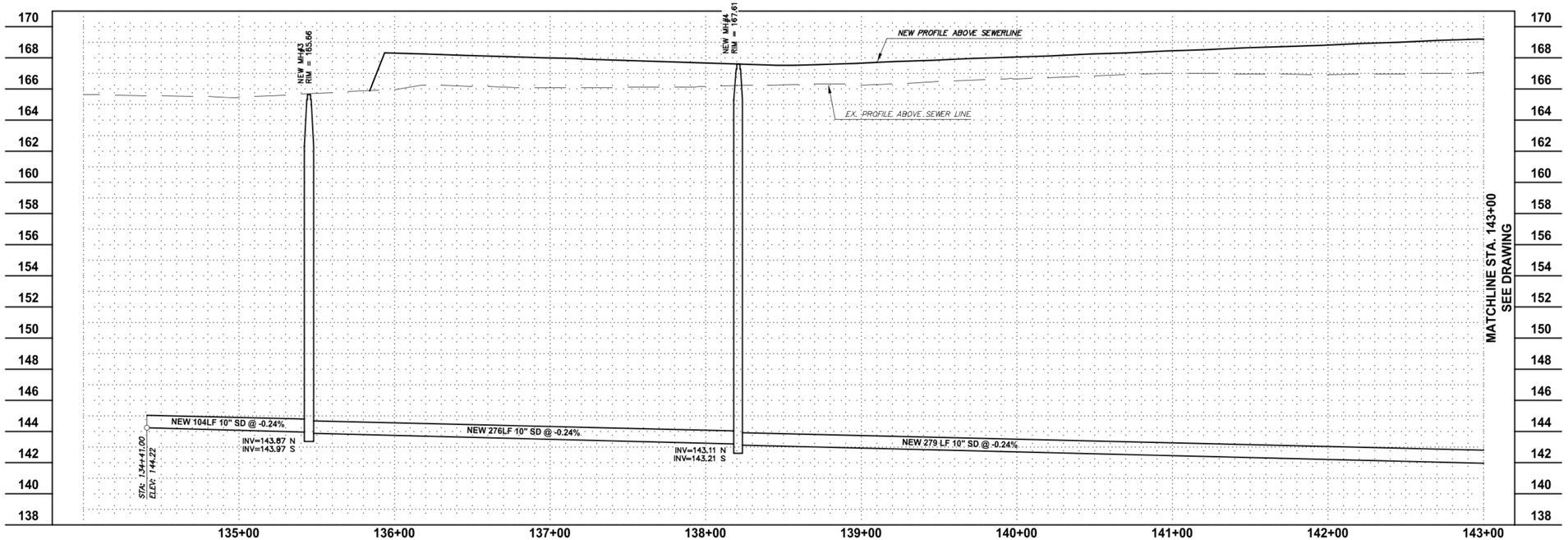
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SEWER SCHEDULE OF WORK

(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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YUMA COUNTY, ARIZONA
AVE D - SEWER PLAN & PROFILE

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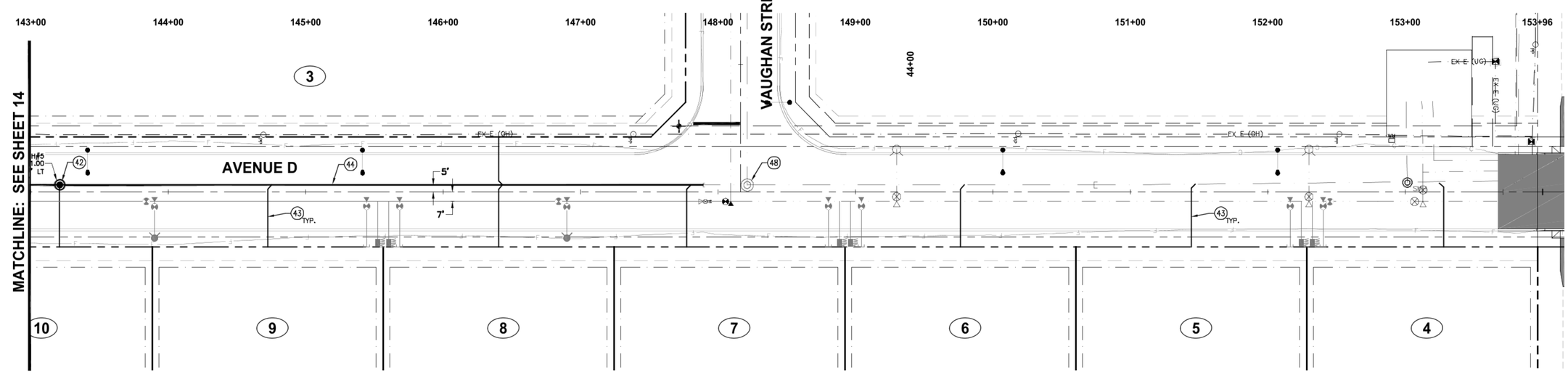
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 02/18/20
ARIZONA, U.S.A.

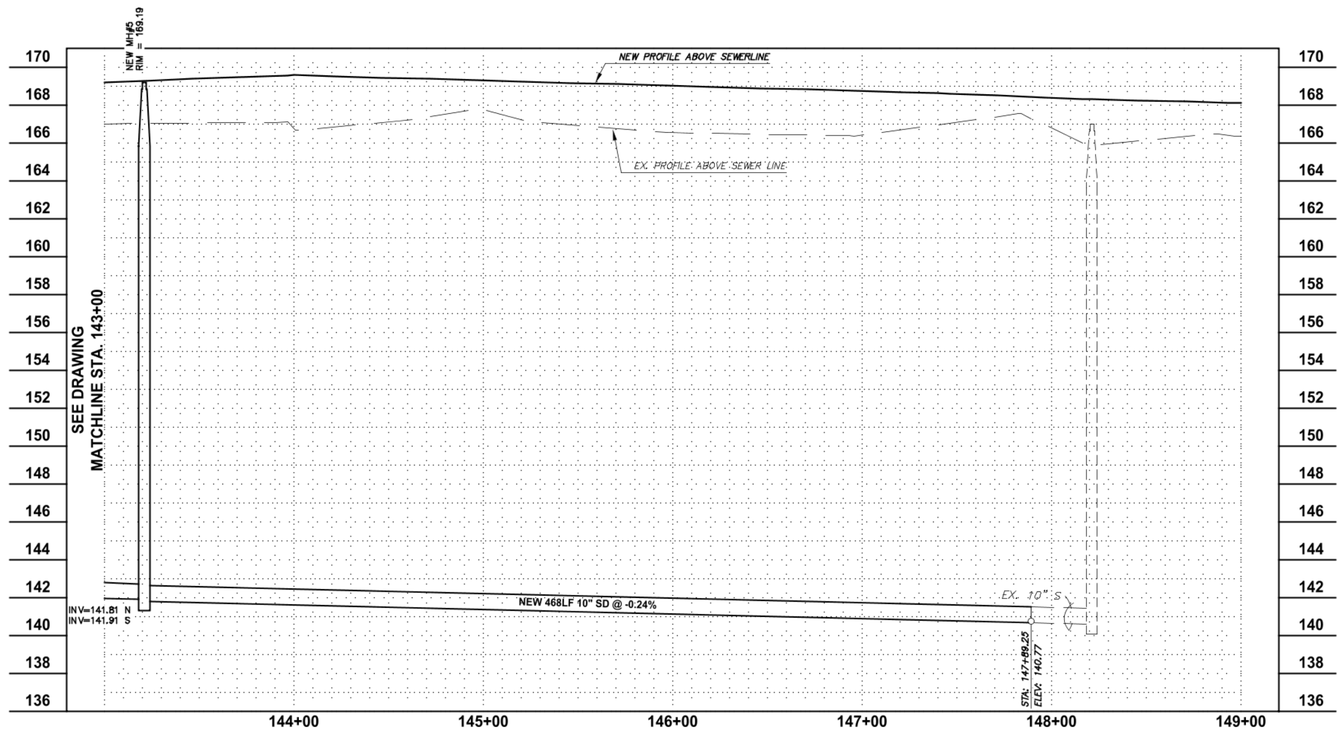
Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19–096

SHEET 14

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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

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

UTILITY DISCLAIMER

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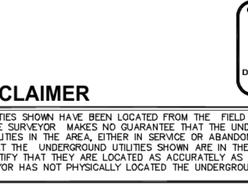
CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com

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MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

AVE D - SEWER PLAN & PROFILE



Date:	DEC. 2019
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.:	19-096

SHEET 15

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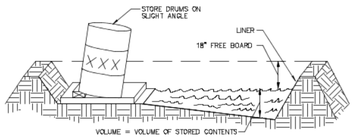
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LEGEND

- 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

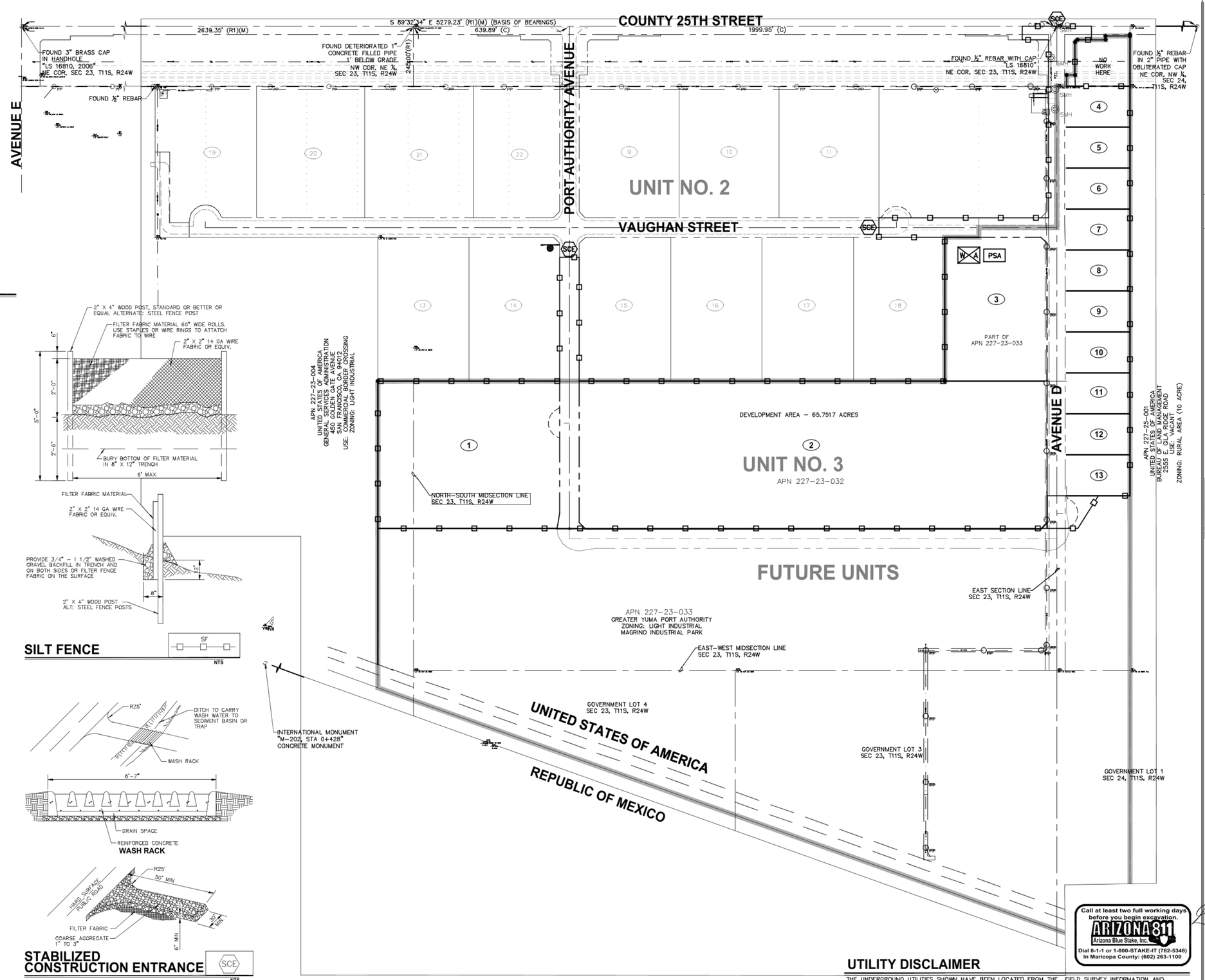
NTS

WASH RACK

STABILIZED CONSTRUCTION ENTRANCE

SCE

NTS



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No.	DATE:	.

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V - 928.344.5931 F - 928.344.5932
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Core@core-e-g.com

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

STORMWATER POLLUTION PREVENTION PLAN

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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

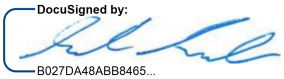
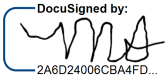
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Status: Completed
Subject: Please DocuSign this Economic Strength Program (ESP) Agreement GRT-20-0008022-T
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Certificate Pages: 6
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Envelope Originator:
Sally J. Palmer
206 S 17th Ave
Phoenix, AZ 85007
SPalmer@azdot.gov
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Location: DocuSign

Signer Events	Signature	Timestamp
Ungyo Lynn Sugiyama LUngyoSugiyama@azdot.gov Security Level: Email, Account Authentication (None)	DS ULS Signature Adoption: Pre-selected Style Using IP Address: 162.59.200.193	Sent: 12/22/2020 8:17:34 AM Viewed: 12/22/2020 12:29:41 PM Signed: 12/22/2020 12:32:25 PM
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
Electronic Record and Signature Disclosure: Accepted: 1/31/2021 7:24:38 AM ID: 4a327e92-3b2a-48fa-a40f-c5d37ec16fdb		

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
Electronic Record and Signature Disclosure: Accepted: 2/4/2021 3:24:05 PM ID: 851988a1-c0b9-45d3-9f86-636db26b6c25		
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
Electronic Record and Signature Disclosure: Accepted: 2/23/2021 2:48:04 PM ID: d8e4afe9-f091-4880-8638-6fef86c2d256		

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
Envelope Sent	Hashed/Encrypted	12/22/2020 8:17:34 AM
Certified Delivered	Security Checked	2/23/2021 2:48:05 PM
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.

Getting paper copies

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:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- 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

Special City Council Meeting **3. C.**

Meeting Date: 03/17/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with Core Engineering Group, PLLC., for construction inspection and administration services for Magrino Subdivision Unit 3, Base Phase Improvement Project, contract funded by Greater Yuma Port Authority. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The City of San Luis received a grant in the amount of $500,000.00 from the Arizona Department of Transportation (ADOT) for the Magrino Industrial Park Phase No. 3 base phase roadway improvements. The City of San Luis is scheduled to award the construction contract at the March 17, 2021, Special Council meeting. The Greater Yuma Port Authority will pay ten percent (10%) match or $50,000.00 as required by the ADOT grant and stipulated in the agreement between the City of San Luis and Greater Yuma Port Authority (GYPA) City Council approved on June 24, 2020. In addition, GYPA will provide $21,997.80 for engineering services.

Staff recommends the approval of a contract for the construction inspection and administration services in the amount of $21,997.80. Core Engineering Group, PLLC is a provider on the on-call engineering services list, per Resolution No. 1143 and was selected after a request for qualifications went out. Under A.R.S. § 34-103(B) Engineering Contracts do not require bidding if under $50,000.00, and the San Luis City Code-Purchasing §36.08 allows professional services in excess of $15,000.00 without bidding if approved by City Council.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONSTRUCTION ADMINISTRATION CONTRACT WITH CORE ENGINEERING FOR THE MAGRINO SUBDIVISION UNIT 3, BASE PHASE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $21,997.80 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$21,997.80
BUDGETED AMOUNT:	$21,997.80
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Revenue Account #225-210-44000.225

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

Request budget transfer as follows:

From account 100-110-80005 to account 255-210-44000.225 - $21,997.80

Expenditure includes $21,997.80 engineering services to be paid by GYPA.

Attachments

Construction Admin Contract

GYPA Agreement

CONSTRUCTION ADMINISTRATION CONTRACT

This contract ("Contract") is made this ____ day of March 2021, between the City of San Luis, a municipal corporation organized under the laws of Arizona, ("Owner") and Core Engineering Group, PLLC, a professional limited liability company organized under the laws of Arizona, ("Engineer"). The Parties are located and have their mailing address at:

City of San Luis San Luis City Hall 1090 East Union Street (physical) P.O. Box 1170 (mailing) San Luis, Arizona 85349	Core Engineering Group, PLLC 200 East 16th Street Suite #150 Yuma, Arizona 85364

The parties to this Contract may be referred to as "Party" in the singular or "Parties" in the collective.

SECTION ONE.
DESCRIPTION OF WORK
Engineer will furnish contract administration for the Base Phase Surface Improvements for Magrino Subdivision Unit 3 ("Base Phase") under the attached proposal, the Public Works Standards of the City of San Luis, and any contract for construction related to said Base Phase. The attached proposal is Exhibit A.

SECTION TWO.
THE CONTRACT PRICE
Owner shall pay Engineer as consideration the fees as provided in Exhibit A.

SECTION THREE.
PAYMENT SCHEDULE

The Contract Price shall be paid per Exhibit A. Payment to be made within 30 days after billing.

SECTION FOUR.
MISCELLANEOUS.
4.01 COMPLIANCE WITH LAW. The Engineer must comply with all federal, state, and local laws and ordinances applicable to its performance under this Contract. The Engineer will comply with the Americans with Disabilities Act ("ADA") and will indemnify the Owner for any costs, including but not limited to damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Engineer will not discriminate against any person on

the basis of race, religion, color, age, sex, or national origin in the performance of this Contract and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, Public Law 88-354 (1964). In addition, the Engineer must include similar requirements of subcontractors in any contracts entered into for the performance of the Engineer's obligations under this Contract. To the extent permitted by law, the Engineer agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the Engineer must include similar requirements of all subcontractors in contracts entered for the performance of the Engineer's obligations under this Contract. Under A.R.S. § 41-4401: (1) Engineer warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A. (2) That a breach of a warranty under "(1)" above shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. (3) That the Owner retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the Engineer or subcontractor is complying with the warranty under "(1)" above.

4.02 CONFLICT OF INTEREST. This Contract is subject to the Conflict of Interest provisions of the A.R.S. § 38-511, as amended.

4.03 NOTIFICATIONS. Written notice of a change of address of either Party must be given in writing to the other Party at the mailing address in the opening paragraph of this Contract. Notice of change of address is deemed effective five (5) days after mailing by the Party changing address.

4.04 WAIVER. If either Party fails to require the other Party to perform any provision of this Contract, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Contract if the other Party fails to exercise a right or remedy.

4.05 SEVERABILITY. If any terms, parts, or provisions of this Contract are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

4.06 GOVERNING LAW. The laws of the State of Arizona govern this Contract as

to validity, interpretation, and performance.

4.07 VENUE. The Parties must institute and maintain any legal actions or other judicial proceedings arising from this Contract in a court of competent jurisdiction in Yuma County, Arizona.

4.08 ATTORNEYS' FEES. If any arbitration or any action at law or in equity shall be brought on account of any breach of this Contract, or to enforce or interpret any of the provisions of this Contract, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.

4.09 SUCCESSOR AND ASSIGNS. This Contract is not assignable unless both Parties mutually consent otherwise in writing. The requirements of this Contract are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

4.10 NO PARTNERSHIP. Nothing in this Contract constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.

4.11 TIME OF THE ESSENCE. Time is of the essence in this Contract. Unless otherwise specifically provided, any consent to delay in the Engineer's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

4.12 FORCE MAJEURE. If Engineer or Owner are prevented or materially restricted from performing any of their obligations under this Contract by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. *Force majeure* includes but is not limited to acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations, government orders in response to a public health crisis or crises.

4.13 INTEGRATION. This Contract contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Contract is valid or binding. All modifications to this Contract must be in writing, signed, and endorsed by the Parties.

4.14 COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

SECTION FIVE.
OWNER REPRESENTATIVES

The Public Works Director and Economic Development Manager, or their designees shall administer this Contract for the Owner.

[Intentionally left blank, signature page follows.]

The Parties have executed this Contract at San Luis, Yuma County, Arizona, the day and year first set forth above, the date the last Party signed.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date Signed: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Core Engineering Group, PLLC

Douglas J. Nicholls, PE, RLS
Member

Date Signed: _____

Core Engineering Group, PLLC

Scope and Fee Proposal

Magrino Subdivision Unit 3 Base Phase

Post Design, Construction Administration

Exhibit A

Core Engineering Group, PLLC
200 E. 16th Street, Suite #150
Yuma, Arizona 85364

voice 928-344-5931
fax 928-344-5932
www.CoreEngineeringGroup.com

March 9, 2021

Ms Jenny Torres
City of San Luis

Re: Magrino Subdivision Unit 3 Post Design Services – Base Phase Surface Improvements
San Luis, AZ
Civil Engineering Scope and Fee Proposal

Dear Ms Torres:

Per your request, we respectfully submit to you our scope of services and fee proposal to perform post design services for the surface improvements of the Base Phase for Magrino Subdivision Unit 3, San Luis, Arizona. The following is our scope as we understand it though our discussions.

The scope of work shall include quality control and construction administration at the project location of the work being performed by the selected Contractor. Core will provide bid selection assistance, contractor invoice review, RFI responses, shop drawing review, construction staking, project schedule monitoring, box culvert construction monitoring as provided by Contractor's schedule, geotechnical testing, and meetings as needed. GTS will provide geotechnical testing which includes compaction testing, nuclear testing, gradation, and materials testing. No potholing will be included in this scope of work. The survey monuments to be set in the street shall be performed by the Contractor, but the control provided by Core. The total proposed fixed (lump sum) fee is attached. It does not include any fees charged by reviewing and permitting agencies.

The terms and conditions on the last sheet of this proposal are a part of this agreement. The signature below constitutes Core's intention to provide services as stated in this agreement. Please sign and return one copy to our office. If Core is requested to proceed with this project and a signed contract has not been received, the above fees will be billed monthly during the project and the client hereby acknowledged that this is a legal and binding contract. Please let me know if you have any questions or require any clarifications.

Sincerely,
Core Engineering Group, PLLC

Douglas J. Nicholls, PE, RLS
Member

Accepted by:
City of San Luis

_____
Name: _____ Date_____
Title: _____

TERMS AND CONDITIONS

Core Engineering Group, PLLC, hereafter referred to as Core, shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site: Unless otherwise stated, Core will have access to the site for activities necessary for the performance of the services. Core will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee: The total fee, unless stated as a fixed fee, shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be as follows:

Project Engineer: $100.00/hr	Clerical: $ 55.00/hr	CAD: $75.00/hr
Survey Crew: $160.00/hr	Surveyor in Office: $100.00/hr	

Billings/Payments: Invoices for the services of Core shall be submitted, at Core's option, either upon the completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Core may, without waving any claim or right against the client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of Core. In the event any portion or all of an account remains unpaid 90 days after the billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The client shall indemnify and hold harmless Core and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except Core), or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the client and Core, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, Core's total liability to the client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or $50,000, whichever is less. Such causes include, but are not limited to, Core's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services: This agreement may be terminated by the client or Core should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay the firm for all services rendered to the date of the termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced or reviewed and sealed by Core under this agreement shall remain the property of Core and may not be used by the client for any other endeavor without the written consent of Core.

Responsibility for Design: It is agreed that it is neither practical nor customary for Core to include all construction details in plans and specifications, creating a need for interpretation in the field by Core or an individual who is under the direct supervision of Core. It is also understood that construction review permits Core to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to other causes. For the foregoing reasons, construction review is generally considered an essential element of a complete design professional service. Accordingly, if you direct Core to <u>not</u> provide construction review, Core will not be responsible for any of Core's acts, errors or omissions, except for those consequences which, it reasonably could be concluded, Core's review services would not have prevented or mitigated.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Arizona

CORE ENGINEERING GROUP, PLLC

CONTRACT NO. _____
PROJECT NO. _____
New Contract: X
Contract Mod: No.

MAGRINO SUBDIVISION UNIT 3 POST DESIGN SERVICES - SURFACE for BASE PHASE
DERIVATION OF COST PROPOSAL
(Round figures to the nearest $1.00)

ESTIMATED DIRECT LABOR

Classification	Estimated Hours	Proposed Hourly Rate	Proposed Labor Cost
Project Manager	7	$130.00	$910
Senior Engineer	0	$125.00	$0
Project Engineer	44	$100.00	$4,400
Technician	14	$75.00	$1,050
Survey Crew	31	$160.00	$4,960
Clerical	4	$55.00	$220
		Total Proposed Labor Cost:	$11,540

ESTIMATED DIRECT EXPENSES

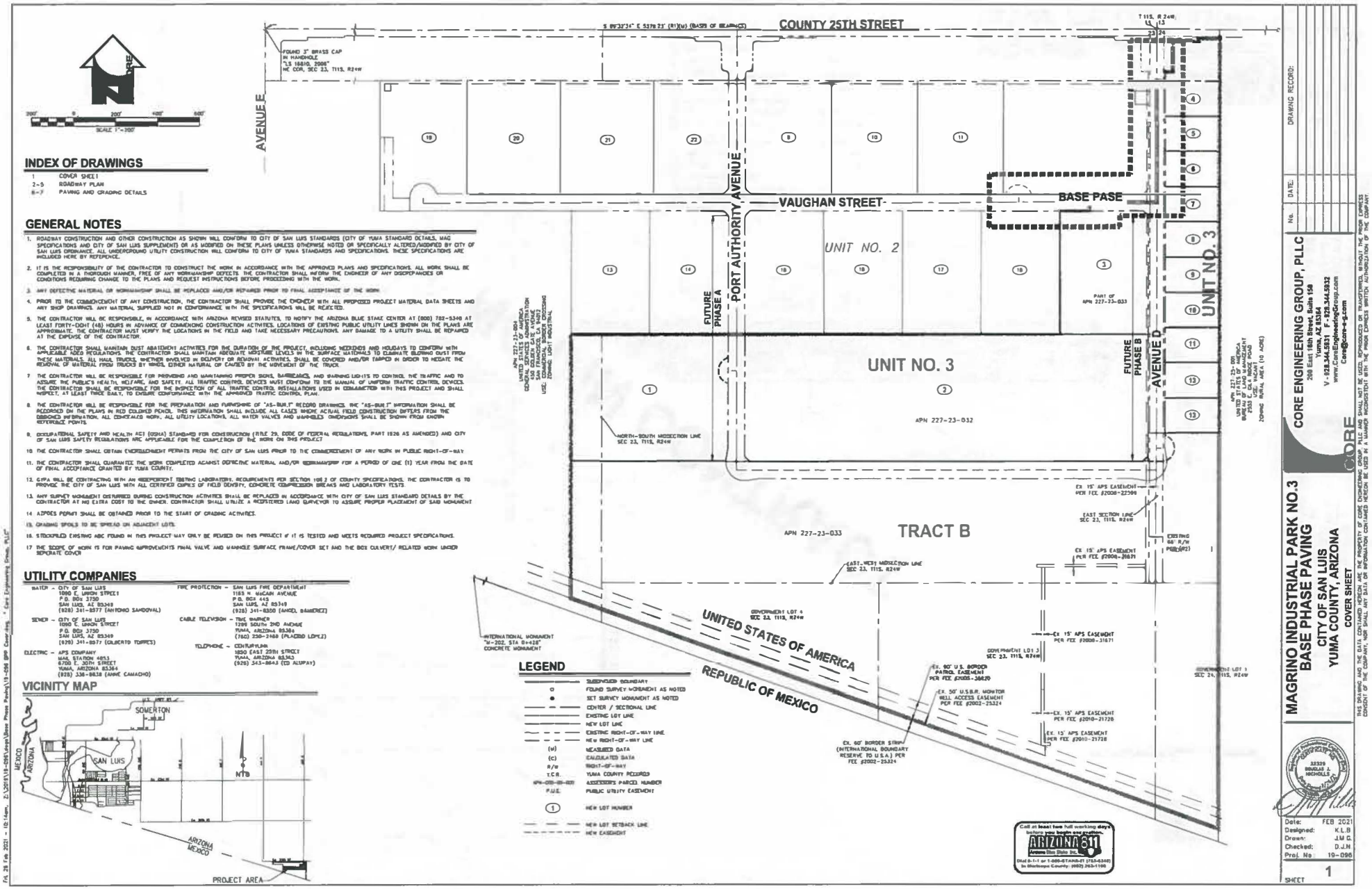
Reproduction	$14
Communications	$0
Survey Supplies	$190
Transportation	$154
Total Estimated Direct Expenses:	$358

ESTIMATED OUTSIDE SERVICES

Firm	Method Of Comp.	Cost
Geotechnical Testing Services, Inc.	Est	$8,100
Total Estimated Outside Services:		$8,100
Subtotal:		$19,998
TOTAL ESTIMATED COST:		$19,998

Signature

3/9/24
Date



INDEX OF DRAWINGS

1	COVER SHEET
2-5	ROADWAY PLAN
6-7	PAVING AND GRADING DETAILS

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 MITIGATE 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 CONNECTION WITH THIS PROJECT AND SHALL INSPECT, AT LEAST THREE 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 (RULE 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. GTPA WILL BE CONTRACTING WITH AN INDEPENDENT TESTING LABORATORY. REQUIREMENTS PER SECTION 106.3 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. A DDES 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.
17. THE SCOPE OF WORK IS FOR PAVING IMPROVEMENTS FINAL VALVE AND MANHOLE SURFACE FRAME/COVER SET AND THE BOX CULVERT/ RELATED WORK UNDER SEPERATE COVER

UTILITY COMPANIES

WATER – CITY OF SAN LUIS
1090 E. UNION STREET
P.O. BOX 3730
SAN LUIS, AZ 85349
(928) 341-8577 (ANTONIO SANDOVAL)

SEWER – CITY OF SAN LUIS
1090 E. UNION STREET
P.O. BOX 3730
SAN LUIS, AZ 85349
(928) 341-8577 (GILBERTO TORRES)

ELECTRIC – APS COMPANY
MAIL STATION 4953
8700 E. 30TH STREET
YUMA, ARIZONA 85364
(928) 336-8838 (ANNE CAMACHO)

FIRE PROTECTION – SAN LUIS FIRE DEPARTMENT
1155 N. McCAIN AVENUE
P.O. BOX 449
SAN LUIS, AZ 85349
(928) 341-8350 (ANGEL BAMIREZ)

CABLE TELEVISION – TIME WARNER
1299 SOUTH 2ND AVENUE
YUMA, ARIZONA 85364
(760) 250-3460 (PLACIDO LOPEZ)

TELEPHONE – CENTURYLINK
1830 EAST 28TH STREET
YUMA, ARIZONA 85365
(928) 343-8643 (ED ALIPAY)

VICINITY MAP

LEGEND

	SUBDIVIDED 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
(u)	MEASURED DATA
(c)	CALCULATED DATA
R/w	RIGHT-OF-WAY
Y.C.R.	YUMA COUNTY RECORDS
694-09-004	ASSESSORS PARCEL NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
1	NEW LOT NUMBER
	NEW LOT SETBACK LINE
	NEW EASEMENT

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 18th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Care@care-g.com

MAGRINO INDUSTRIAL PARK NO.3
BASE PHASE PAVING
CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
COVER SHEET

33329 DOUGLAS J. NICHOLLS

Date: FEB 2021
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.

Fri, 26 Feb 2021 - 10:14am, Z:\2019\19-096\dwgs\Base Phase Paving\19-096 BPP Cover.dwg, "Care Engineering Group, PLLC"

Geotechnical Testing Services, Inc. 1044 E. 21st Street Yuma, Az. 85365
A Material Testing Laboratory Phone (928) 329-4695 Fax (928) 329-4782

March 04, 2021

ENGINEERING/GEOTECHNICAL PROPOSAL

For

MAGRINO INDUSTRIAL PARK #3

in

San Luis, Arizona

The following is our estimated cost to provide a **Quality Control Material Testing** services for the above project. This proposal was done in accordance with the project Plans and the Yuma County Standard Specifications.

MATERIAL TESTING

Subgrade Testing	–	(compaction roadway, box culvert)
ABC Testing	-	(compaction, gradation, PI, proctors)
Concrete Testing	-	(curb)
Asphalt Testing	-	(asphalt testing and compaction)

ESTIMATED COST FOR MATERIAL TESTING $4,900.00

MATERIAL TESTING – BOX CULVERT

Concrete Testing	-	(box culvert)
Concrete Inspection	-	(2 times per week, 3 hours per trip, 4 weeks.)

ESTIMATED COST FOR MATERIAL TESTING $3,200.00

If you agree with this proposal, please sign below and return to my office as our "Notice to Proceed."

Sincerely,
Geotechnical **T**esting **S**ervices

Courtney M. Arviso P.E.

By _____

2020-21580 AGREEMENT
07/22/2020 04:10:53 PM Pages: 5 Fees: $15.00
Requested By:CSL (RECORDING & COPIES)
Recorded By: cromero
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

****

CAPTION HEADING:

Agreement

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 the City of San Luis, for the mutual benefit of GYPA and the City.

AGREEMENT

GYPA & San Luis for ACA Grant & Road Construction

This agreement ("Agreement") made this 24th 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: Matias Rosales
(Printed Name)

Title: Chairman

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Special City Council Meeting **3. D.**

Meeting Date: 03/17/2021

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

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of a contract to Don Peterson Engineering, Inc., for the construction of the Magrino Industrial Park Unit III, base phase roadway improvements project. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

On March 3rd, the City of San Luis release a request for proposal (RFP) soliciting construction firms to submit proposals to construct the Magrino Industrial Park, Phase III base roadway improvements. The City received two (2) proposals from Don Peterson Engineering, Inc. in the amount of $516,992.25 and Gutierrez Canales Engineering, PC in the amount of $526,356.80.
The City of San Luis received a $500,000.00 ADOT grant to paid for the construction of the road. The Greater Yuma Port Authority will pay the $50,000.00 (10%) match as require by the grant and $21,997.80 for engineering services for the construction administration as stated in the IGA approved by council on 6/24/2020.

Staff is requesting council to award the construction contract to Don Peterson Engineering, Inc. in the amount of $516,992.25.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD CONTRACT TO DON PETERSON ENGINEERING, INC, IN THE AMOUNT OF $516,992.25 AND WAIVE THE IRREGULARITIES PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City/State
TOTAL:	$516,992.25
BUDGETED AMOUNT:	$516,992.25
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Special Revenue Account #255-210-44000.225

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

Request budget transfer as follows:

From account 100-999-90015 to account 255-210-44000.225 $500,000.00
From account 100-110-80005 to account 255-210-44000.225 $ 71,997.80

$571,997.80 expenditure includes $500,000.00 ADOT grant, $50,000.00 GYPA grant match and $21,997.80 engineering services to be paid by GYPA.

Attachments

ADOT Grant
GYPA IGA
DPE contract
DPE Proposal
Bid Sheet
Evaluation

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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**

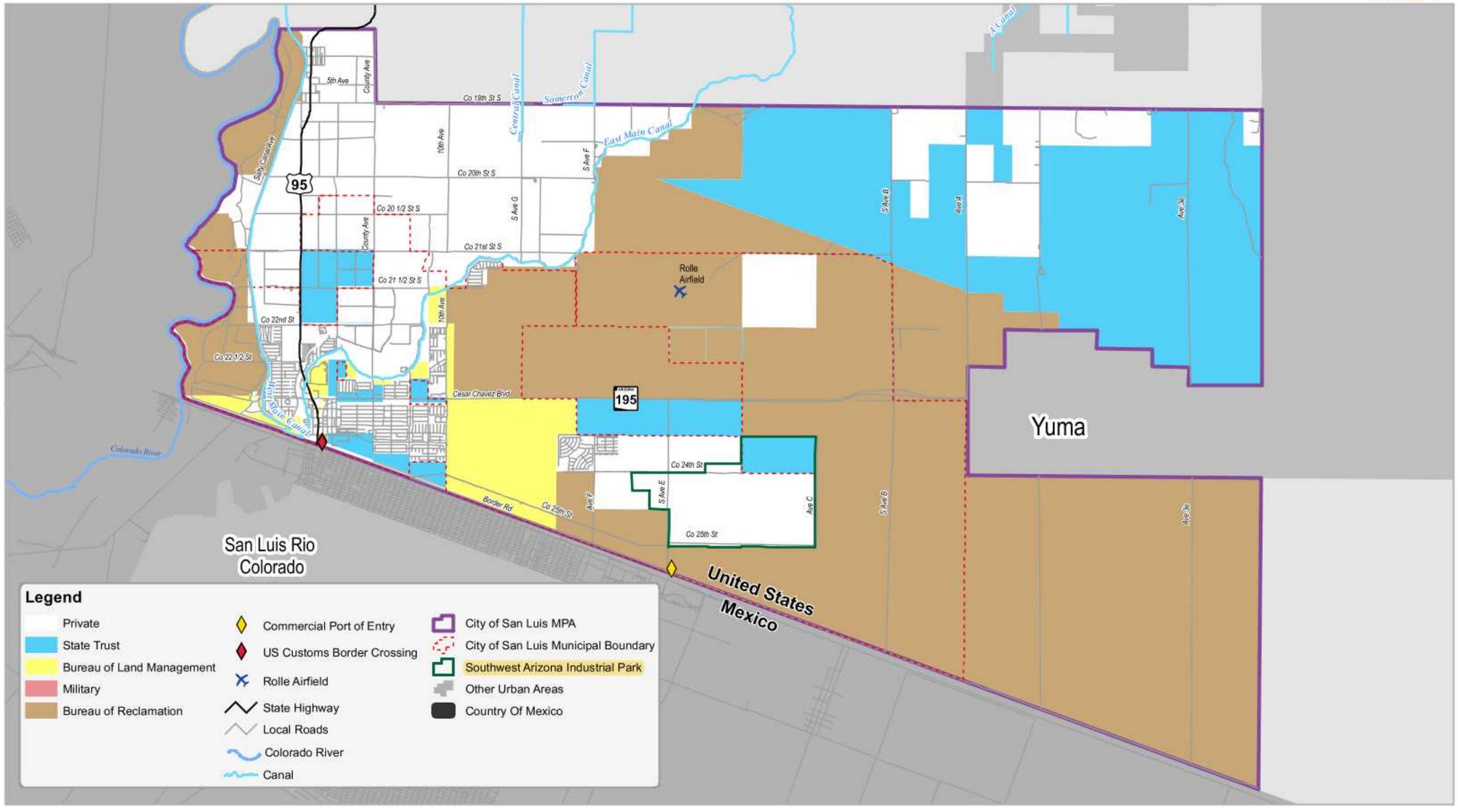
OTHRE COSTS INELIGIBLE FOR ESP REIMBURMENT	
Description	**Total Cost ($)**
Contracted Engineer Assessment of Costs	$41,960.00

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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.

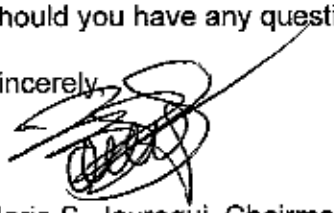
A key deliverable of this project would be the continued expansion in utilization of the San Luis II Land Based Port of Entry. At this time, the port is underutilized and has room for growth and to accommodate higher volumes of trucks. To appeal to future users, the Magrino Industrial Park will be able 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

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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,

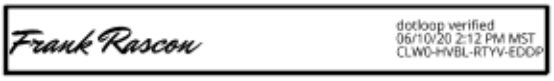
As owner of Franks Trucking, I am writing you in support of the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park as submitted by the City of San Luis and the Greater Yuma Port Authority. This industrial park has served 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.

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.

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)

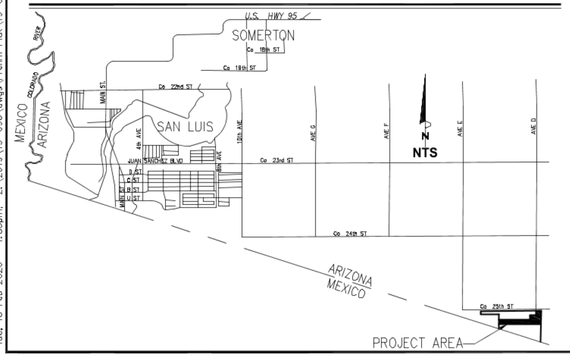
ELECTRIC – APS COMPANY
MAIL STATION 4853
6700 E. 30TH STREET
YUMA, ARIZONA 85364
(928) 336–9838 (ANNE CAMACHO)

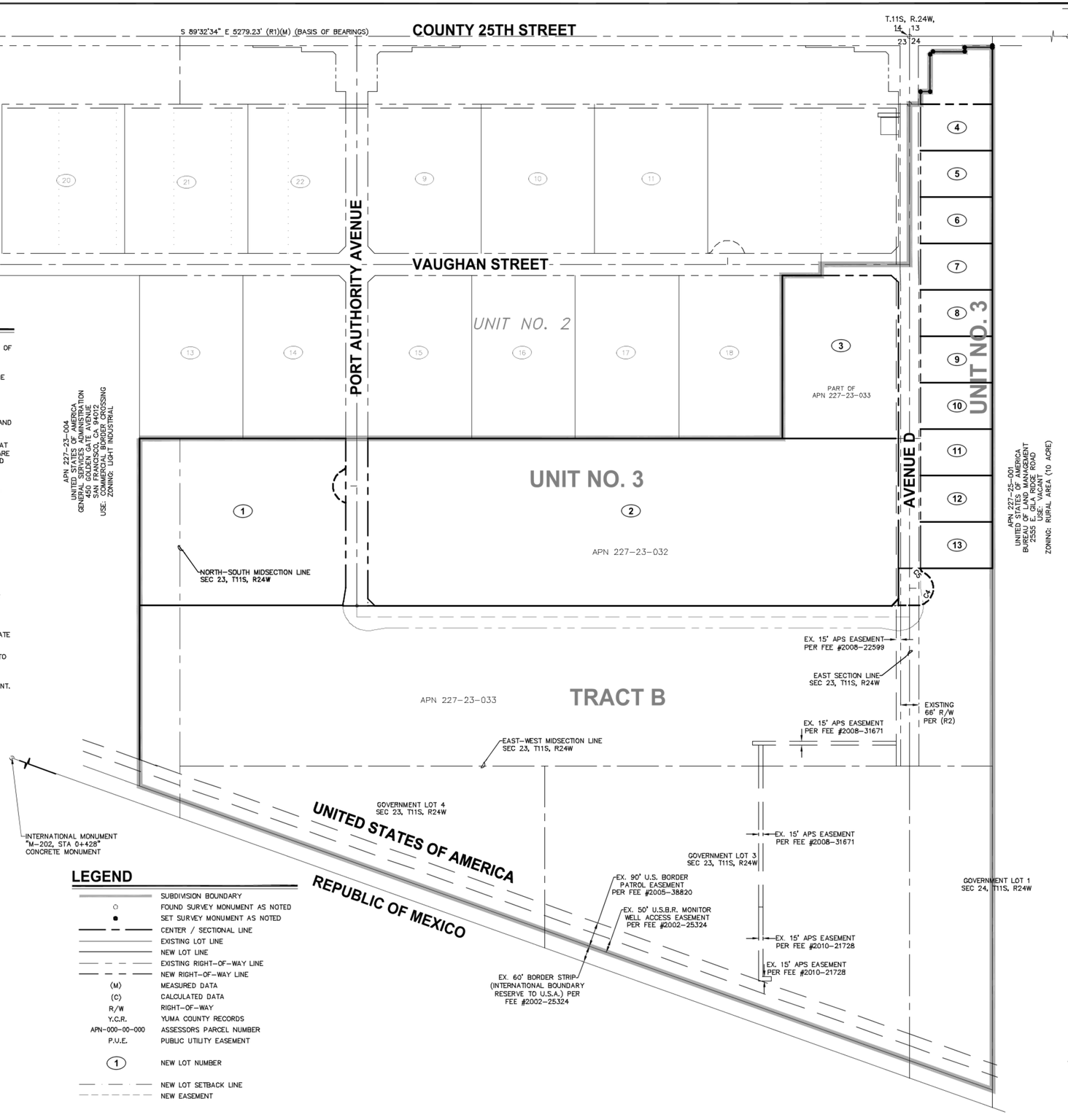
FIRE PROTECTION – SAN LUIS FIRE DEPARTMENT
1165 N. McCAIN AVENUE
P.O. BOX 445
SAN LUIS, AZ 85349
(928) 341–8550 (ANGEL RAMIEREZ)

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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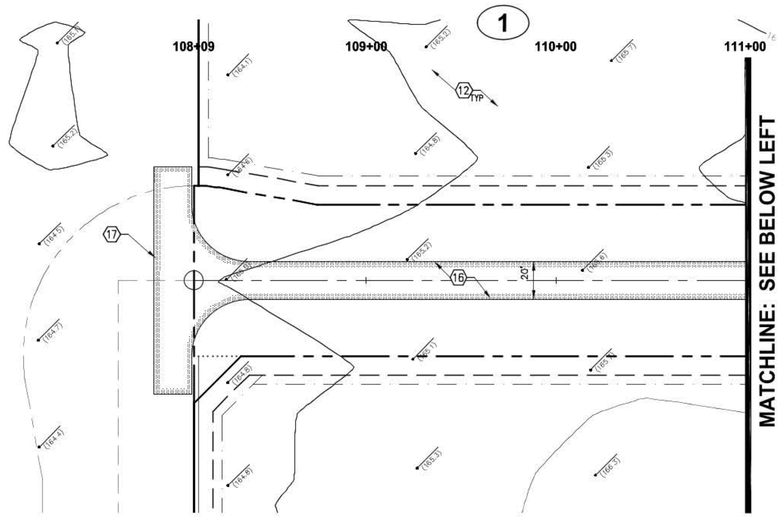
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 12/31/19
ARIZONA, U.S.A.

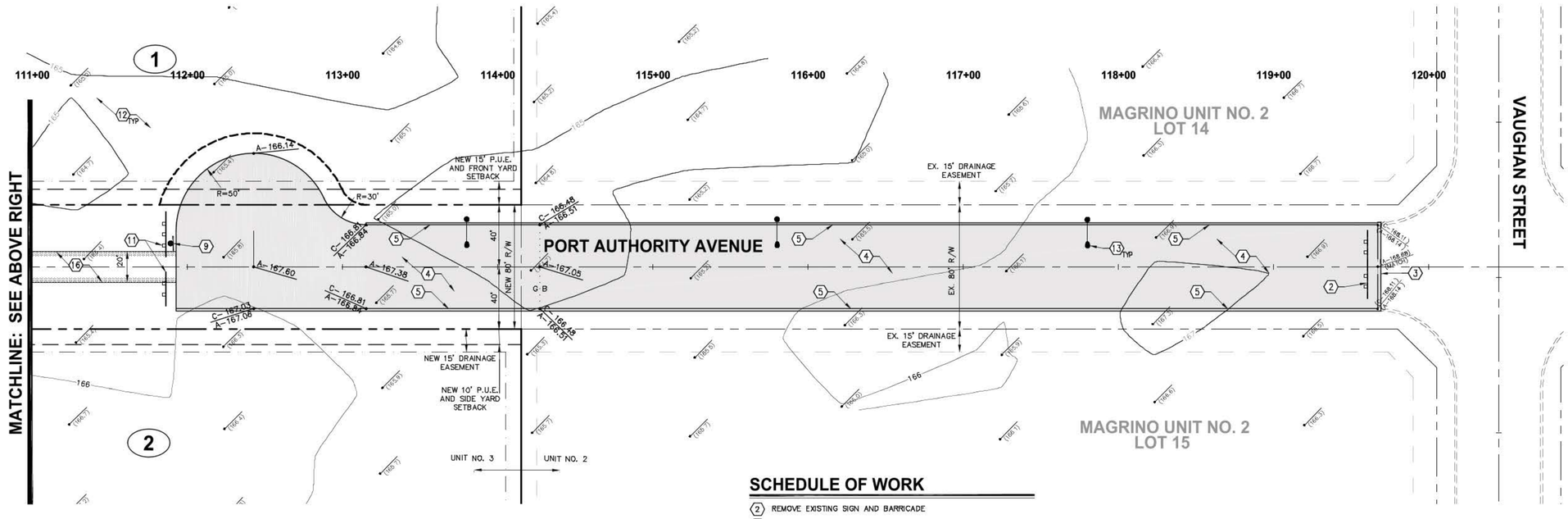
Date:	DEC. 2019
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.:	19–096

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 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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40' 0 40' 80' 120'
SCALE: 1" = 40'

DRAWING RECORD:

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.	.
.	.

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MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

ROADWAY PLAN

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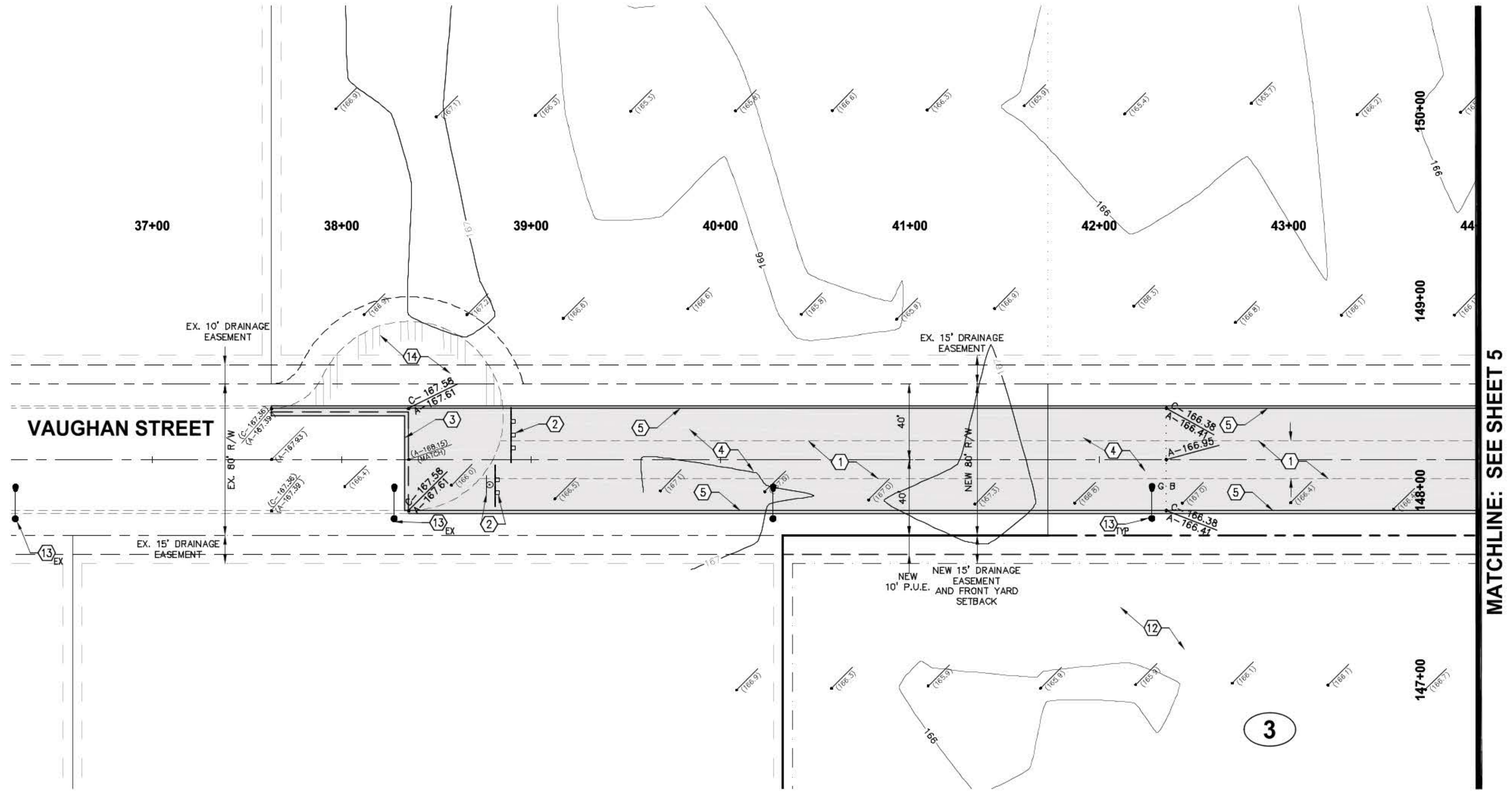
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ARIZONA, U.S.A.

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SHEET 2

Tue, 18 Feb 2020 – 3:34pm, Z:\2019\19-096\dwgs\Prelim Plat\19-096 Prelim Plat Grading Plan.dwg, " Core Engineering Group, PLLC"

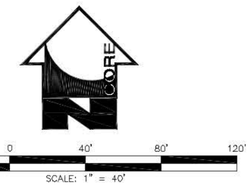
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MATCHLINE: SEE SHEET 5

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
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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

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YUMA COUNTY, ARIZONA

ROADWAY PLAN

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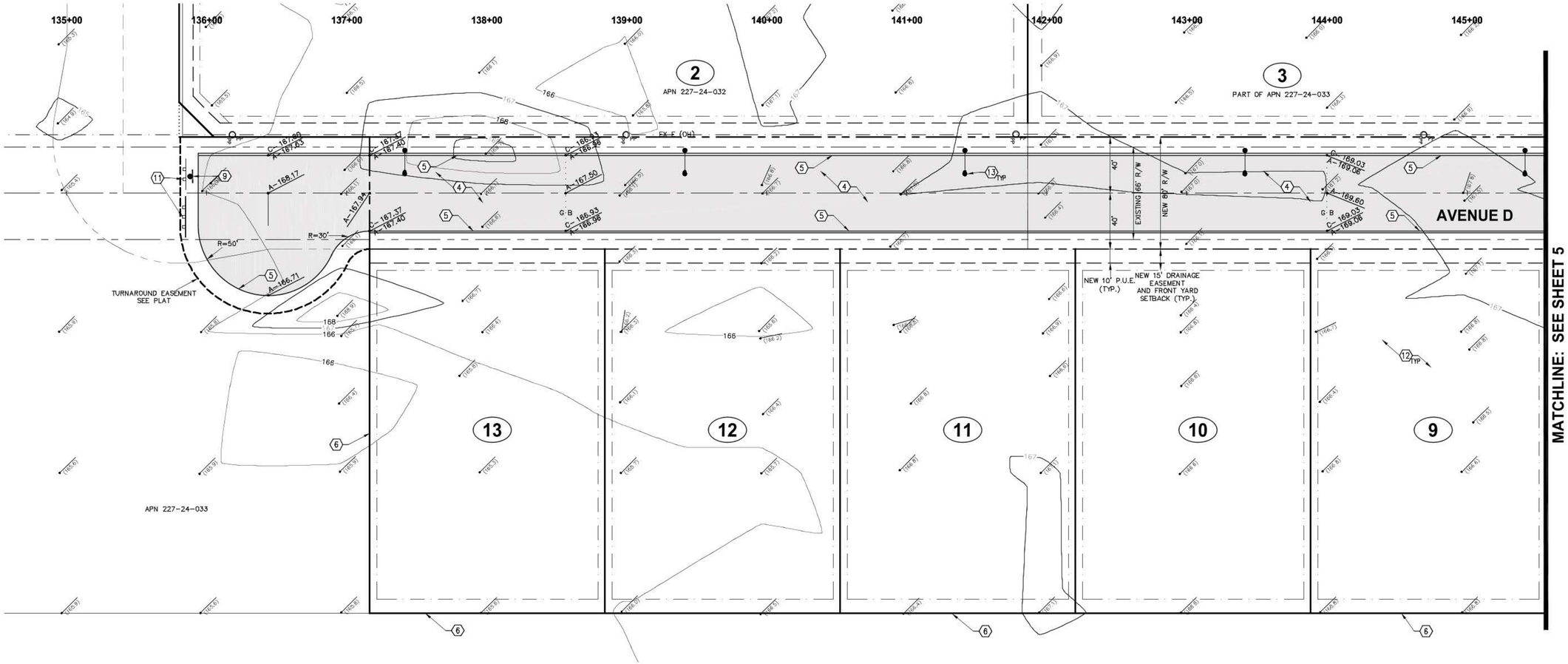
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CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed
ARIZONA U.S.A.

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)
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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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CERTIFICATE NO.
32329
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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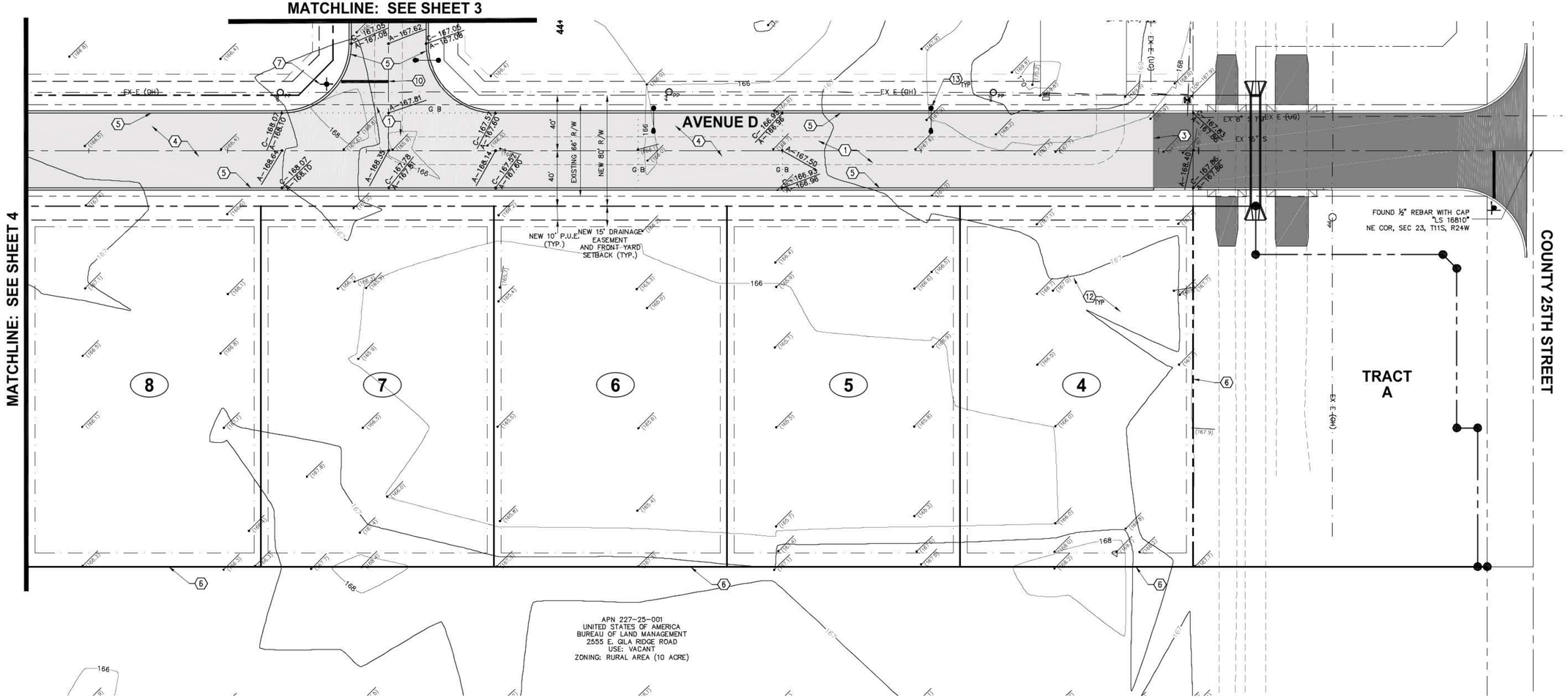
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UNIT NO. 3

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)	
2	REMOVE EXISTING SIGN AND BARRICADE	
3	SAWCUT AND MATCH EXISTING	
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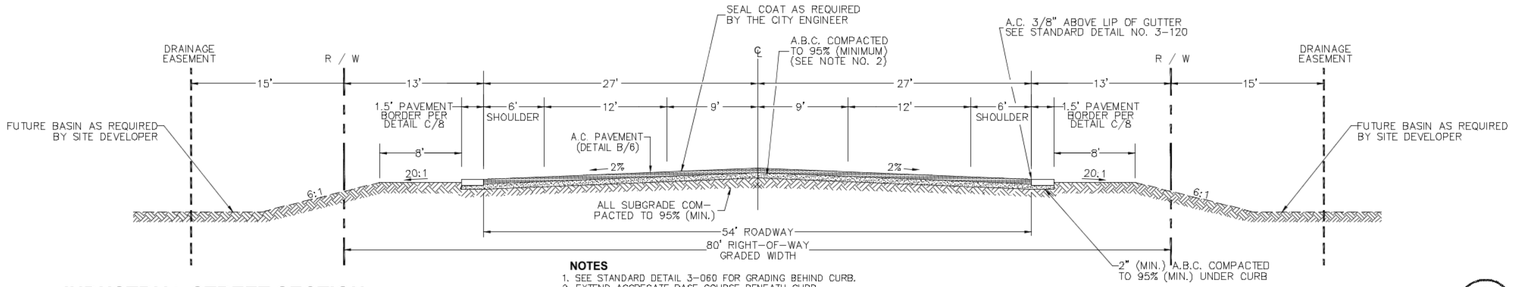
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SHEET 5

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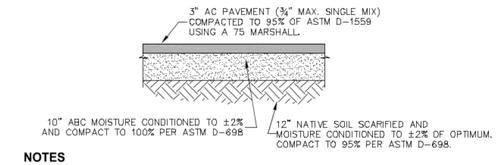


NOTES
1. SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND CURB.
2. EXTEND AGGREGATE BASE COURSE BENEATH CURB.

INDUSTRIAL STREET SECTION

YUMA COUNTY CONSTRUCTION STANDARD DETAIL DRAWINGS STD. NO. 2-070 (MODIFIED, NTS)

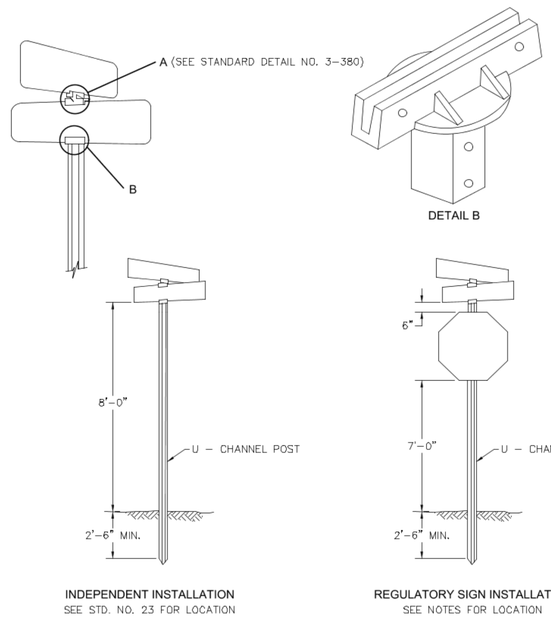
NTS — A / 6



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.

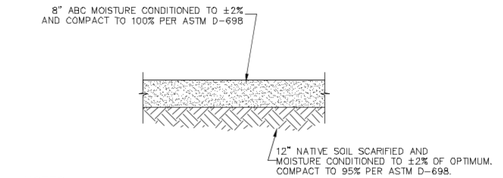
WHEN STREET NAME SIGNS ARE MOUNTED WITH A REGULATORY SIGN, THE LOCATION WILL BE AS PER THE M.U.T.C.D.

SEE GENERAL NOTES ON STD. DETAIL NO. 3-380.

DOUBLE FACED STREET SIGN - STOP SIGN

YUMA COUNTY CONSTRUCTION STANDARD DETAIL NO. 3-390

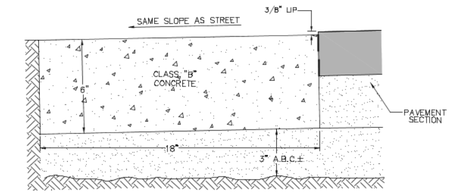
NTS — D / 6



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

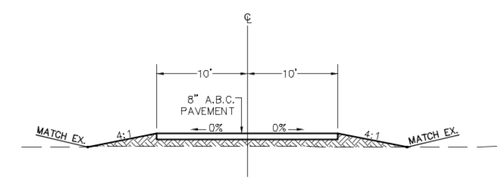


NOTES
1. IN GROUP A SOIL CONDITIONS: 8" OF CONCRETE MAY BE SUBSTITUTED FOR 6" OF CONCRETE AND 3" A.B.C. WITH THE APPROVAL OF THE CITY ENGINEER.
2. BROOM FINISH EXPOSED SURFACE
3. CONTRACTION JOINT SPACING AS PER SECTION 3.3.8 OF PUBLIC WORKS STANDARD
4. EXPANSION JOINT SPACING 50' MAX AS PER SECTION 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

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YUMA COUNTY, ARIZONA

PAVING DETAILS

Registered Professional Engineer (Civil) CERTIFICATE NO. 32329 DOUGLAS J. NICHOLLS Date Signed 12/19/19 ARIZONA, U.S.A.

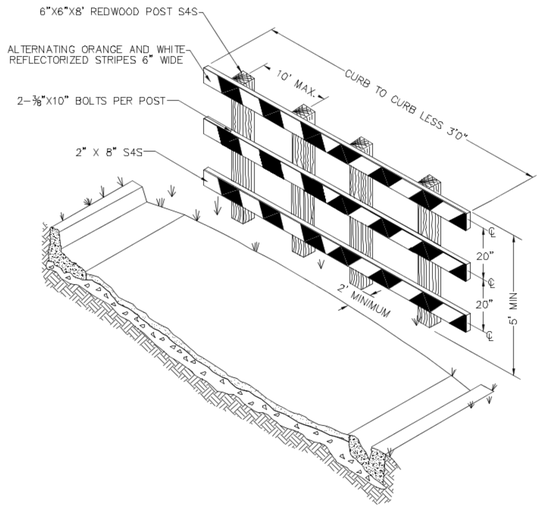
Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

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.

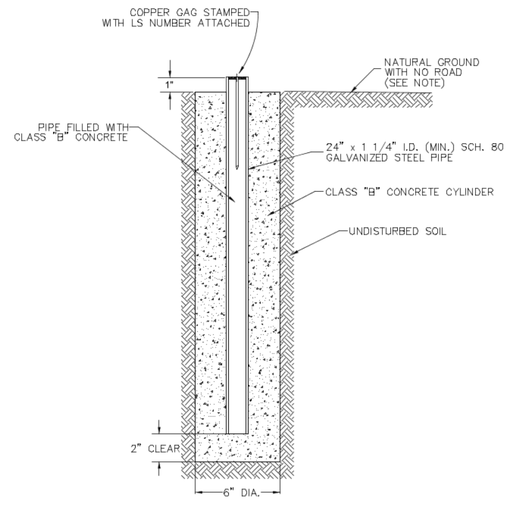
RAIL TIMBER TO BE NO. 1 D.F. S4S AND TO RECEIVE 2 COATS OF OUTSIDE WHITE PAINT ON NON-REFLECTIVE SURFACES. STRIPES SHALL SLOPE TOWARD THE CENTER OF THE PAVEMENT FROM BOTH SIDES, UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER.

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



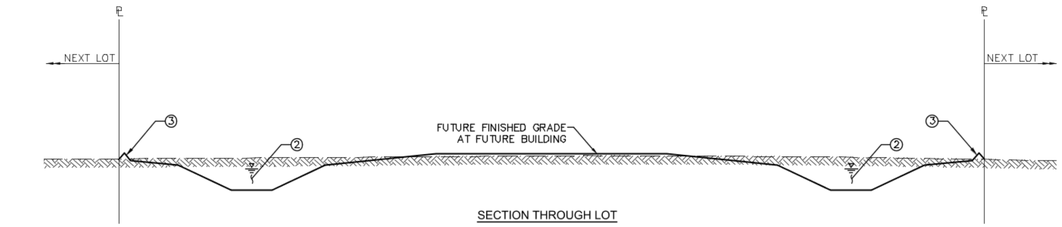
NOTE

IF SUBDIVISION BOUNDARY MONUMENT IS LOCATED WITHIN THE ROADWAY, INSTALL STANDARD NO. 4-080.

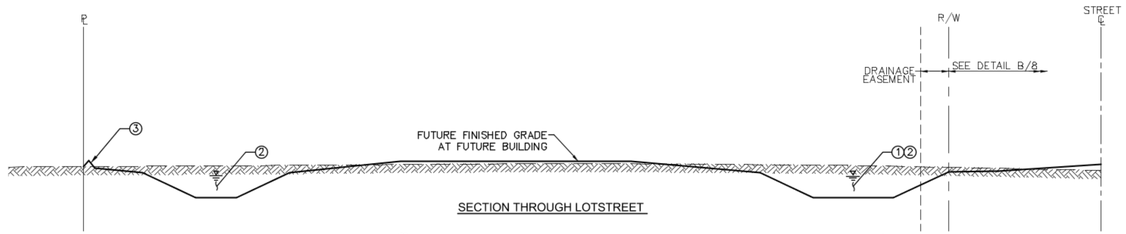
BOUNDARY MONUMENT

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.
ARIZONA 811
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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

CORE

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

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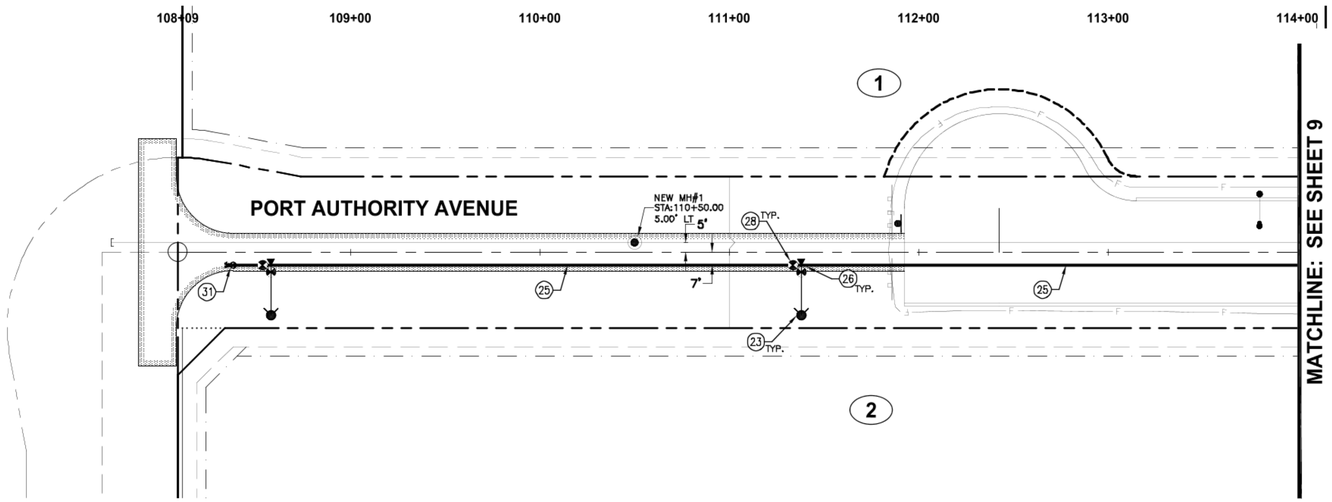
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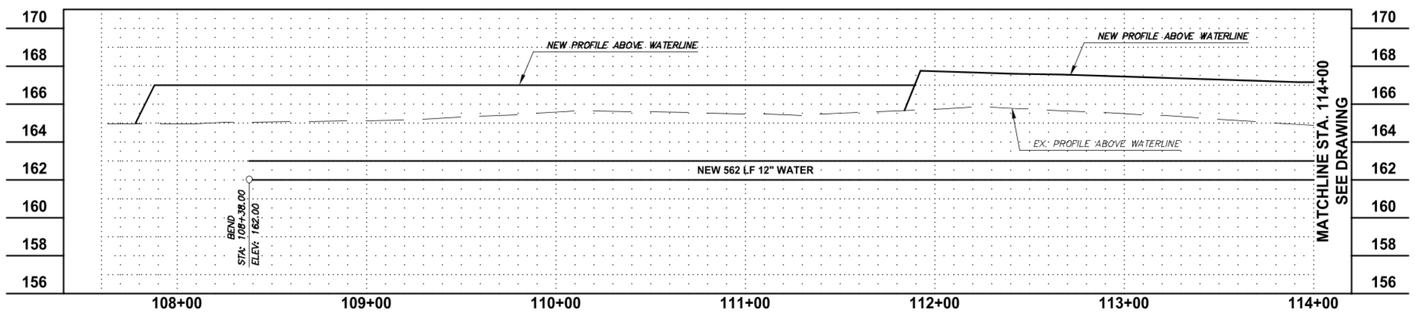
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SHEET 7

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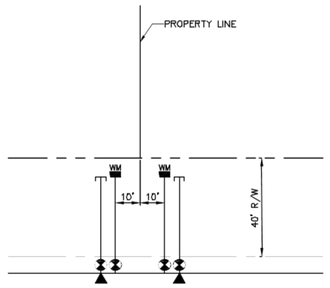
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WATER SCHEDULE OF WORK

(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

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MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
PORT AUTHORITY - WATER PLAN & PROFILE

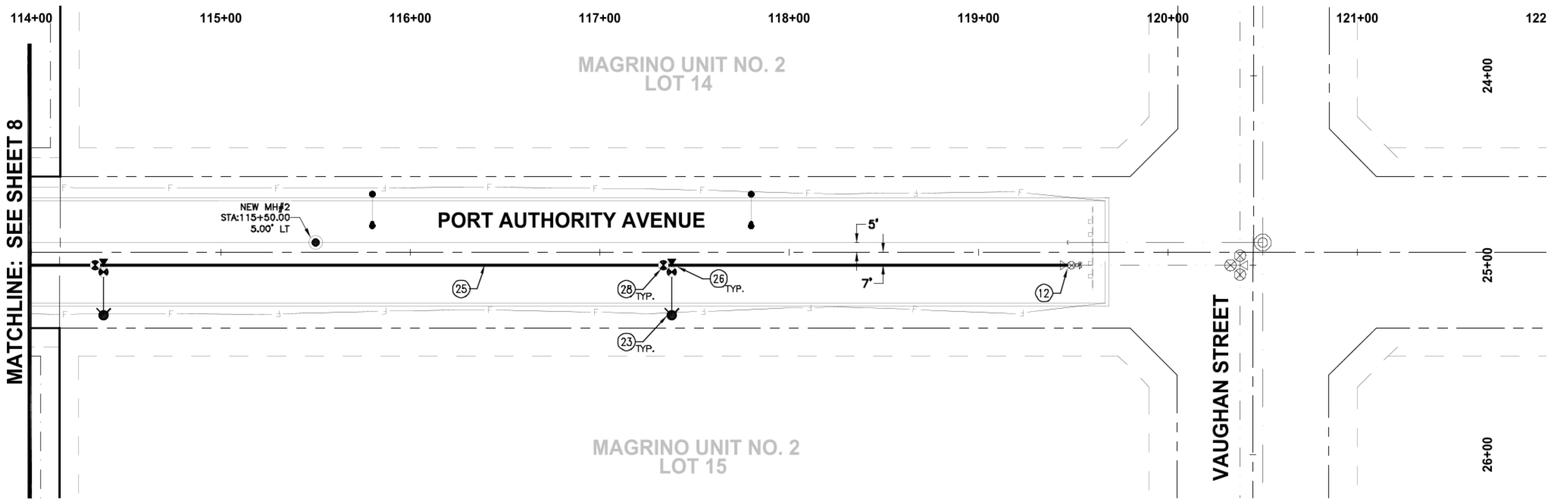
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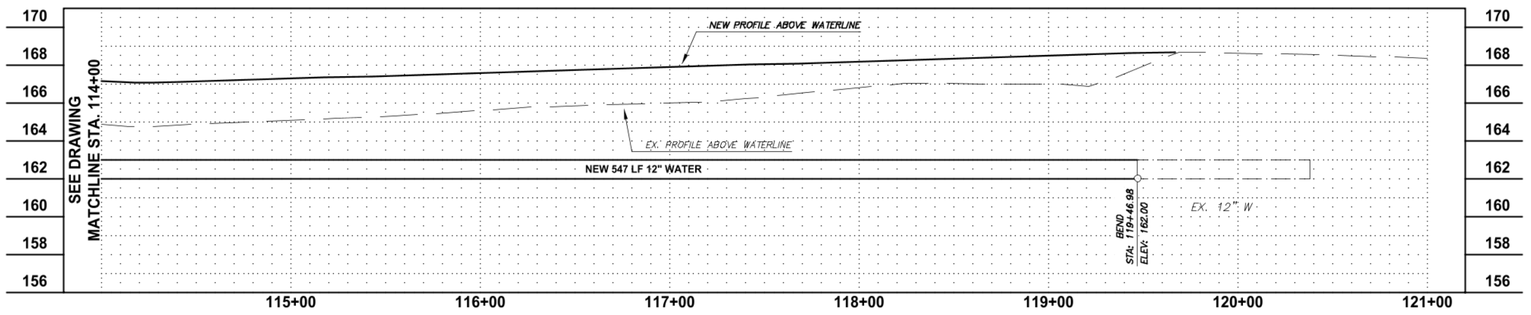
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(22)	1" SERVICE METER BOX	–COY STD NO. 5–055
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(31)	WATERMAIN BLOWOFF	–COY STD NO. 5–085

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40' 0 40' 80' 120'

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YUMA COUNTY, ARIZONA
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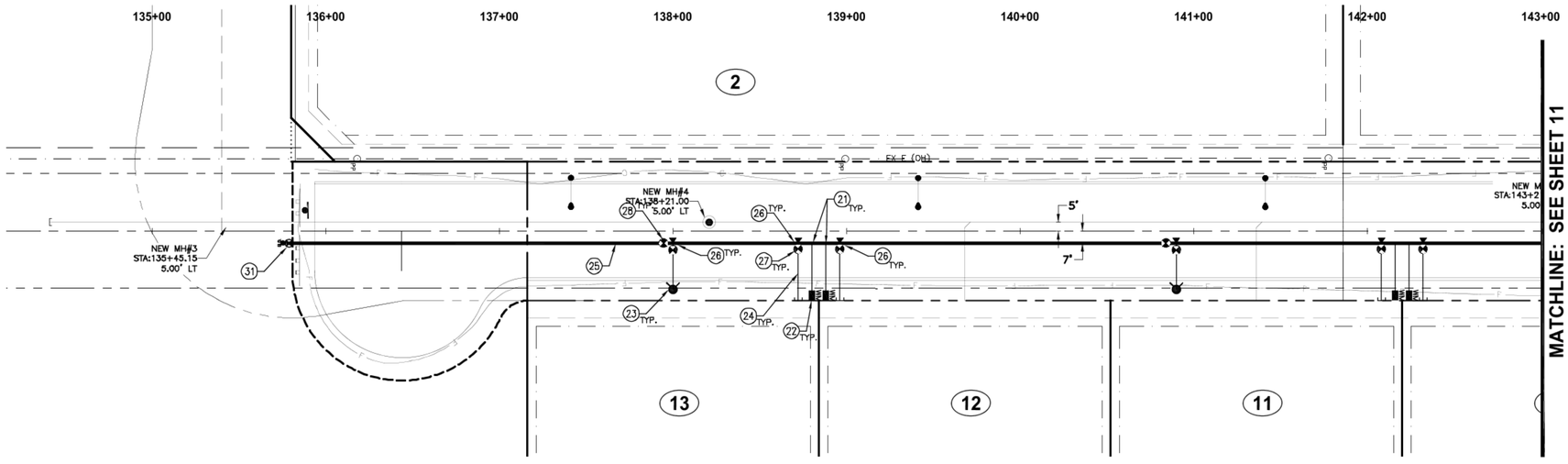
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed: 02/18/20
ARIZONA, U.S.A.

Date: DEC. 2019
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Drawn: J.M.G.
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Proj. No.: 19–096

SHEET 9

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AVE D - WATER PLAN & PROFILE

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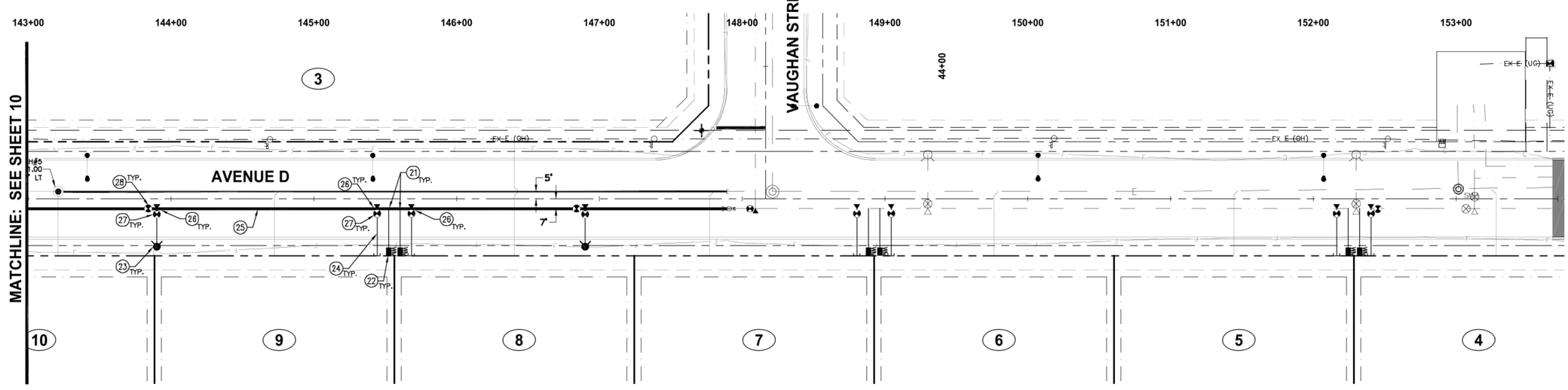
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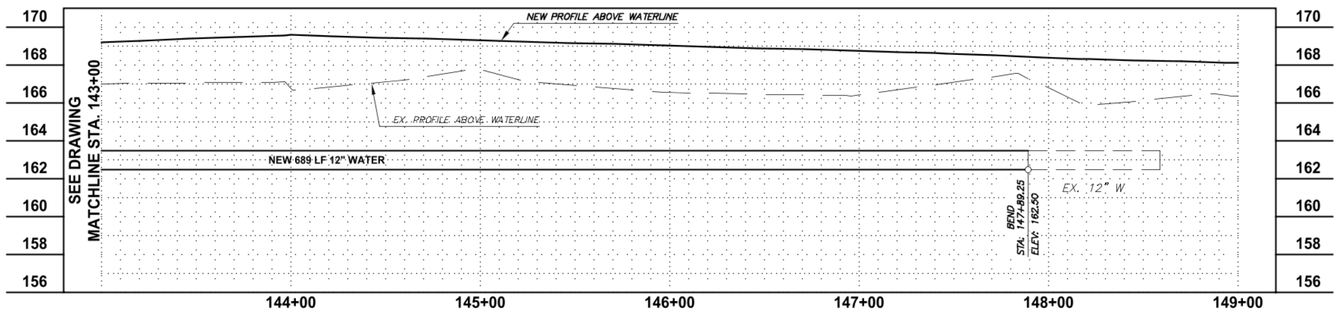
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SHEET 10

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(31)	WATERMAIN BLOWOFF	–COY STD NO. 5–085

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AVE D - WATER PLAN & PROFILE

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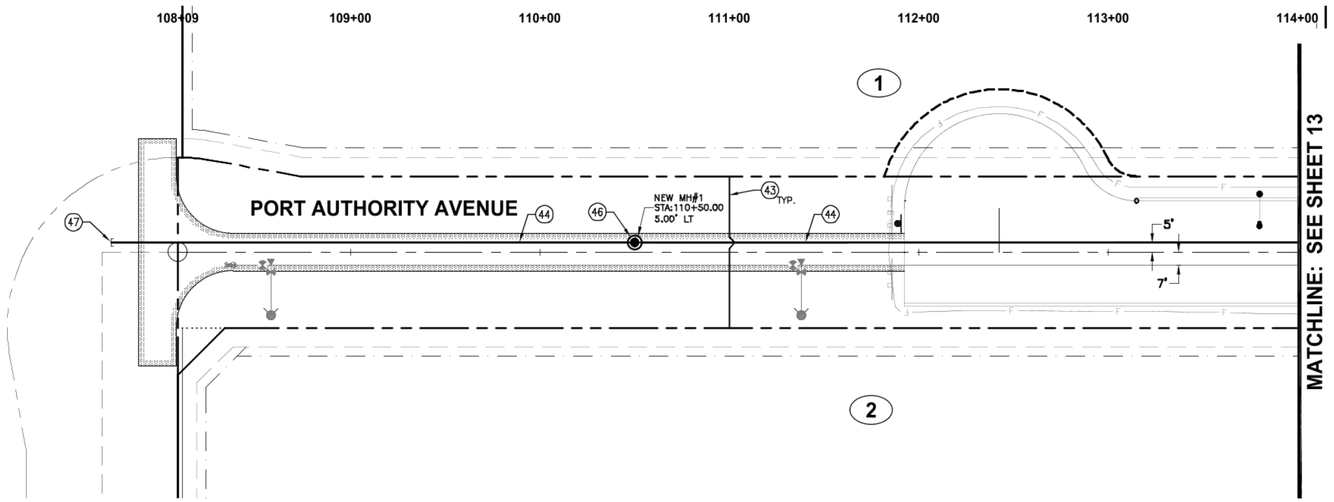
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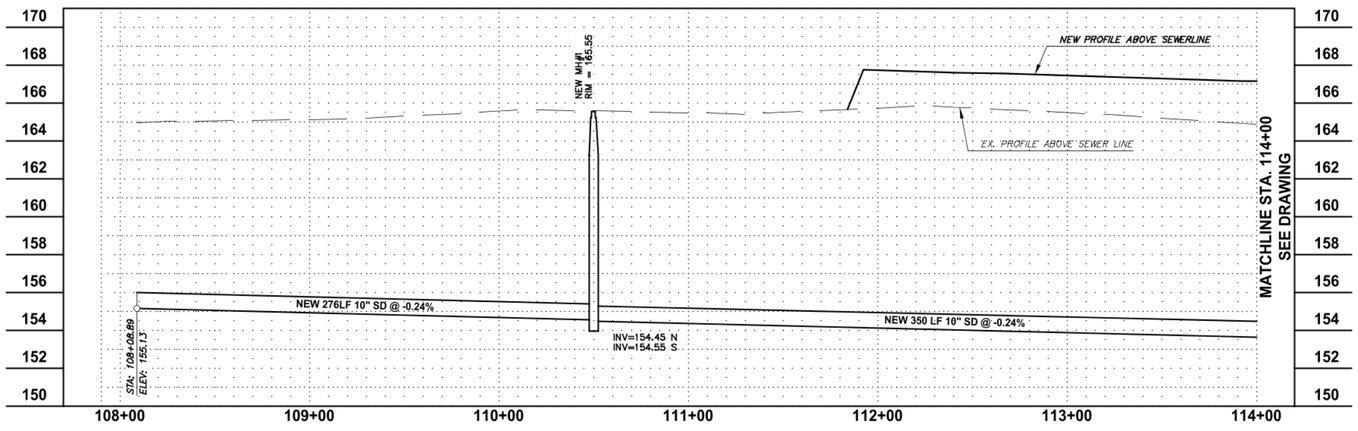
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SEWER SCHEDULE OF WORK

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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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

MAGRINO INDUSTRIAL PARK
UNIT NO. 3
CITY OF SAN LUIS
YUMA COUNTY, ARIZONA
PORT AUTHORITY - SEWER PLAN & PROFILE

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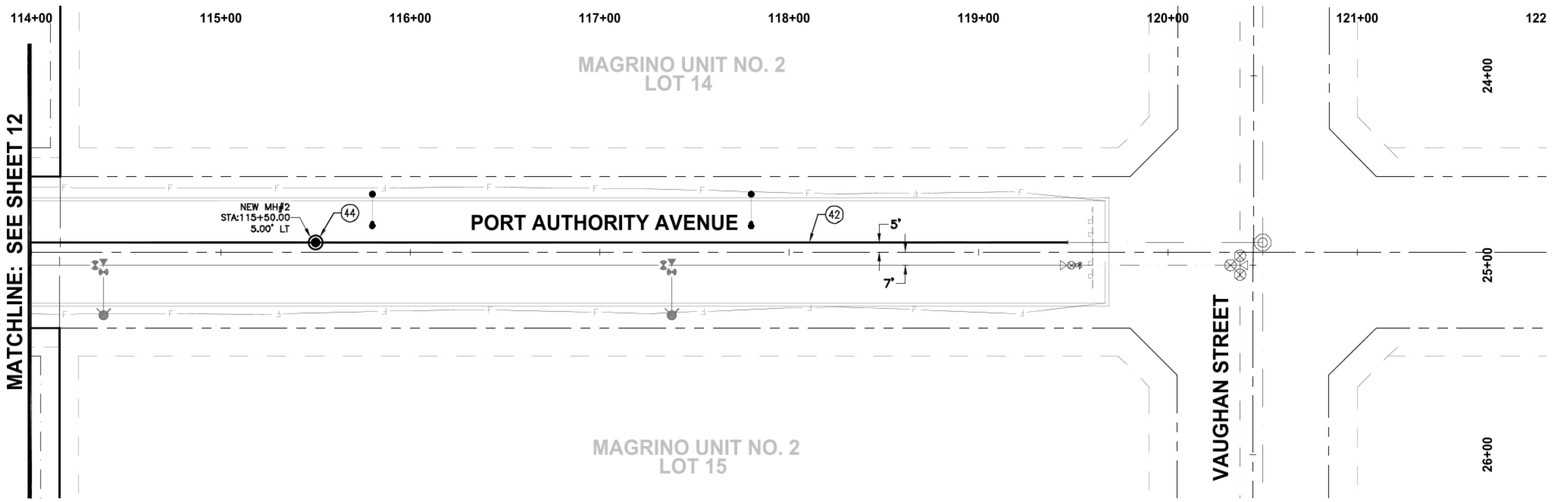
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 02/18/20
ARIZONA U.S.A.

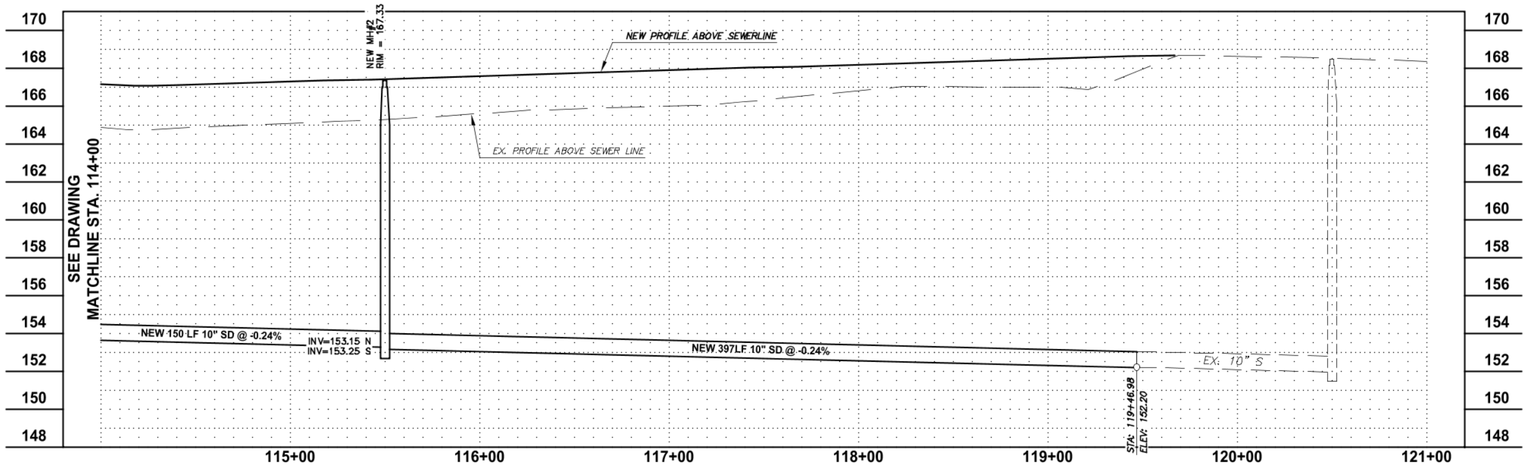
Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

SHEET 12

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SEWER SCHEDULE OF WORK

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CORE
40' 0 40' 80' 120'

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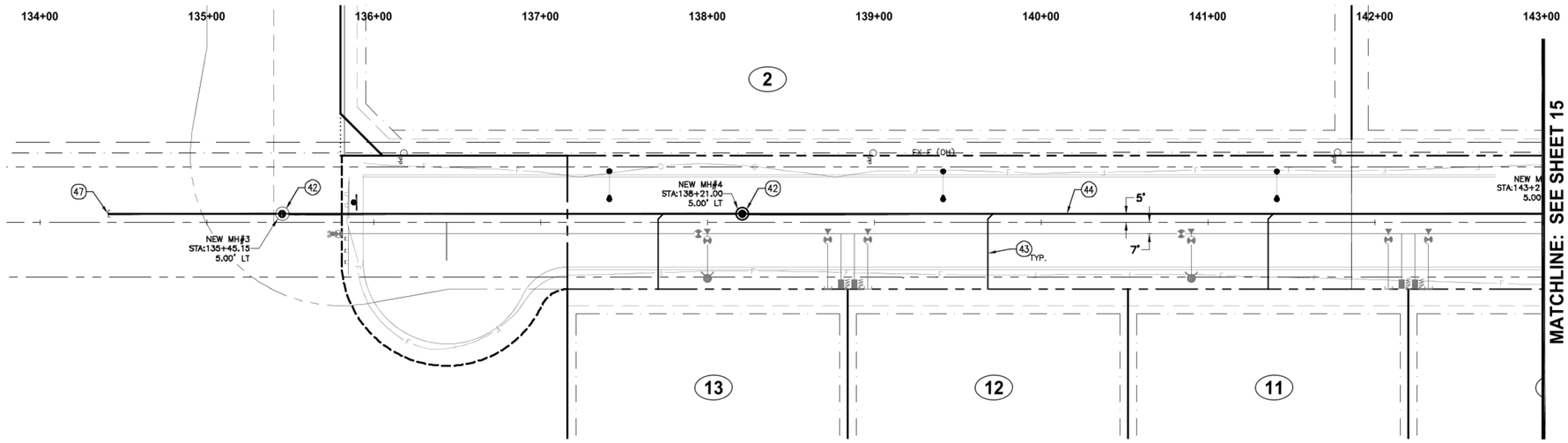
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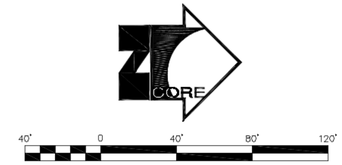
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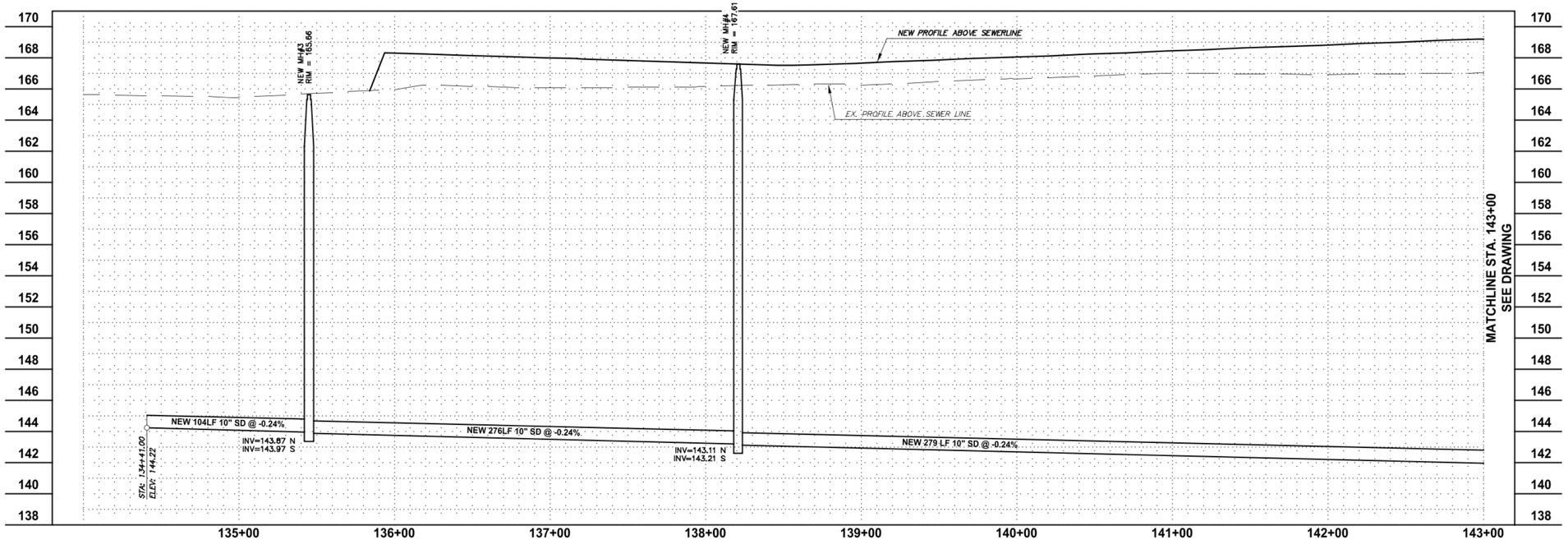
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SEWER SCHEDULE OF WORK

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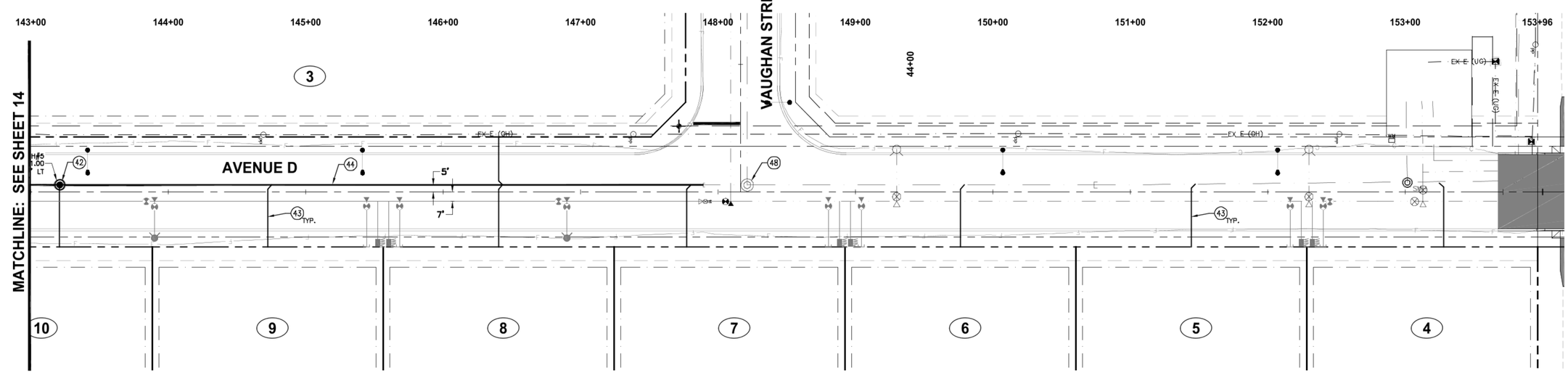
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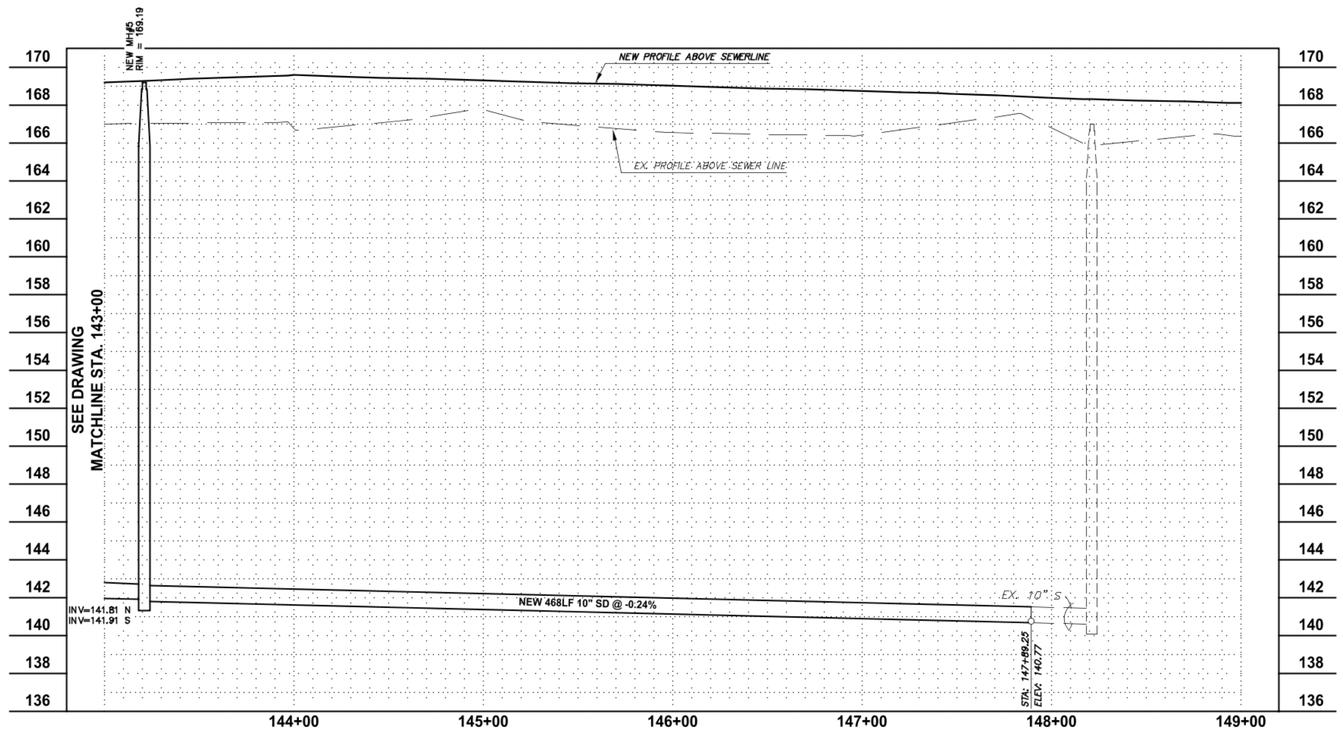
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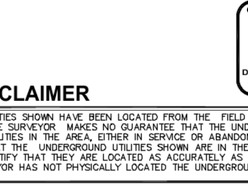
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CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

AVE D - SEWER PLAN & PROFILE



Date:	DEC. 2019
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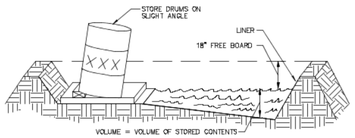
200' 0 200' 400' 600'

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

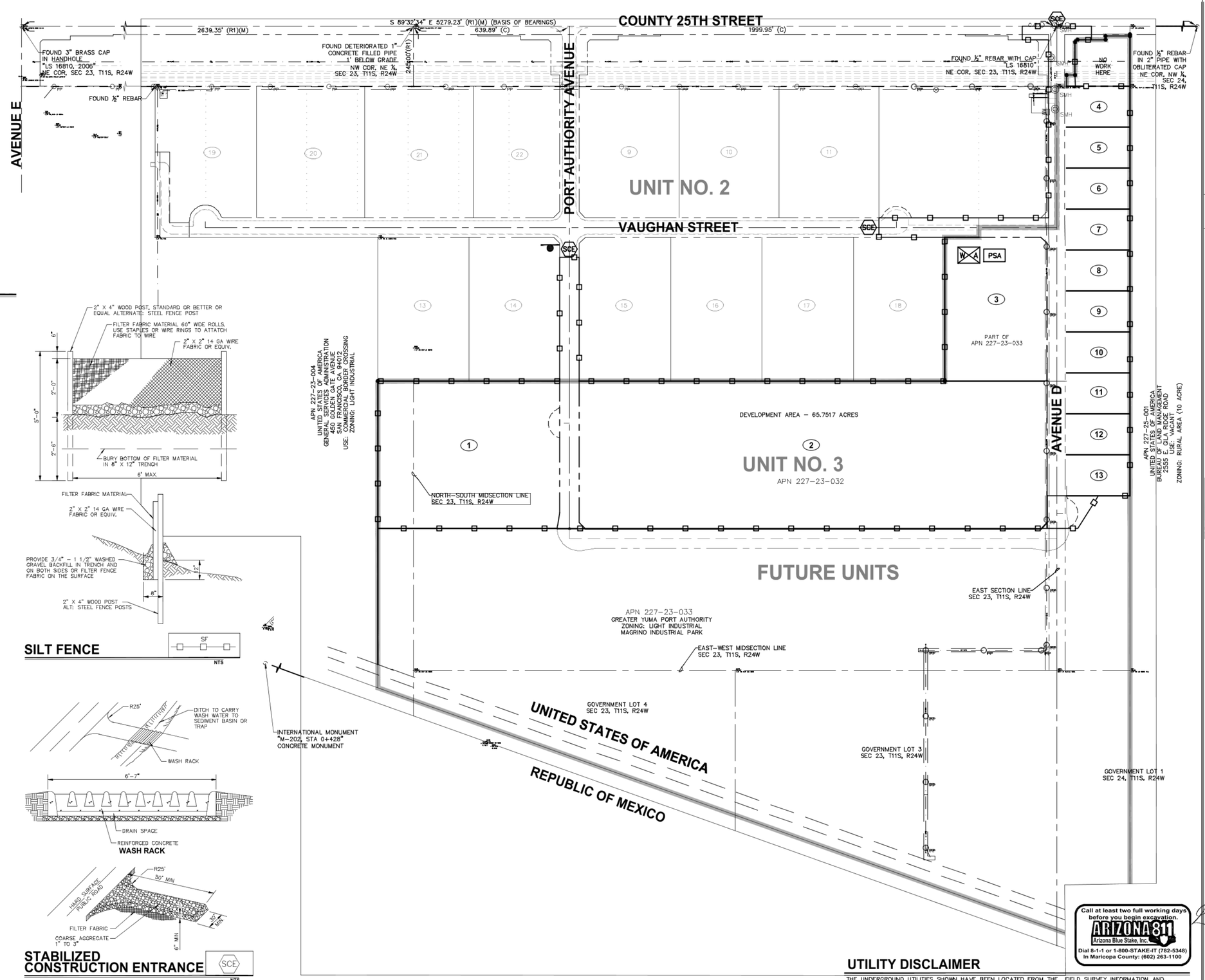
NTS

WASH RACK

STABILIZED CONSTRUCTION ENTRANCE

SCE

NTS



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MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

STORMWATER POLLUTION PREVENTION PLAN

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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

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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

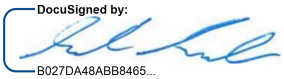
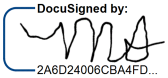
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Status: Completed
Subject: Please DocuSign this Economic Strength Program (ESP) Agreement GRT-20-0008022-T
Source Envelope:
Document Pages: 67
Signatures: 4
Certificate Pages: 6
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) 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
Ungyo Lynn Sugiyama LUngyoSugiyama@azdot.gov Security Level: Email, Account Authentication (None)	DS ULS Signature Adoption: Pre-selected Style Using IP Address: 162.59.200.193	Sent: 12/22/2020 8:17:34 AM Viewed: 12/22/2020 12:29:41 PM Signed: 12/22/2020 12:32:25 PM
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
Electronic Record and Signature Disclosure: Accepted: 1/31/2021 7:24:38 AM ID: 4a327e92-3b2a-48fa-a40f-c5d37ec16fdb		

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
Electronic Record and Signature Disclosure: Accepted: 2/23/2021 2:48:04 PM ID: d8e4afe9-f091-4880-8638-6fef86c2d256		

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
Envelope Sent	Hashed/Encrypted	12/22/2020 8:17:34 AM
Certified Delivered	Security Checked	2/23/2021 2:48:05 PM
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.

Getting paper copies

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:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- 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.

2020-21580 AGREEMENT
07/22/2020 04:10:53 PM Pages: 5 Fees: $15.00
Requested By:CSL (RECORDING & COPIES)
Recorded By: cromero
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

****

CAPTION HEADING:

Agreement

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 the City of San Luis, for the mutual benefit of GYPA and the City.

AGREEMENT

GYPA & San Luis for ACA Grant & Road Construction

This agreement ("Agreement") made this 24th 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: Matias Rosales
(Printed Name)

Title: Chairman

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
Kay Marion Macuil, City Attorney

AGREEMENT

Construction Contract No. GRT-20-0008022-T
Magrino Subdivision Unit 3-Base Phase Improvement Project

THIS AGREEMENT made the 17th day of March, 2021, between the City of San Luis, Arizona a municipal corporation of the State of Arizona ("CITY"), and Don Peterson Engineering, Inc., authorized to do business in the State of Arizona ("CONTRACTOR"). CONTRACTOR and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid to Contractor by said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provide, hereby agrees, Contract, heirs, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as **Magrino Subdivision Unit 3-Base Phase Improvement Project No. GRT-20-0008022-T** and construct the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City under the direction of the Economic Development Manager, or properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared for the City of San Luis Public Works Department, and with such written modifications of the same and other documents that may be made by the City through Economic Development Manager or properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, Addenda, Contractor Bid Proposal as accepted by the Mayor and San Luis City Council per Council Minutes of March 17, 2021, Certificates of Insurance, License and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full. This contract shall be subject to the Public Works Standards of the City of San Luis as adopted by Ordinance No. 359 and administered in accordance therewith. Special reference is made to the provisions for liquidated damages for failure to complete on time which shall apply to the work under this contract. In the event there is a conflict between the administration provisions of the Public Works Standards of the City of San Luis and the Notice Inviting Bids, Project Plans and Specifications, Addenda and Contractor Bid Proposal as accepted by the Mayor and San Luis City Council, hereinafter referred to collectively as "Project Documents", the Project Documents shall govern.

ARTICLE III – TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within **90** calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided amendments to the contract.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to provisions as set forth in the Contract Documents, the total sum of $516,992 Dollars and 25 Cents ($516,992.25), plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the City of San Luis City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 1010-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contract shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV – Compensation above. As independent contractor, the Contractor further acknowledges that Contractor is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that Contractor will conduct itself in a manner consistent with such status, and that the Contractor will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARITCLE X – OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the Contractor's site inspection. No payment will be for any delays or disruptions in

the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the evet that the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – MISCELLANEOUS:

A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees t hat this provision shall be contained in all subcontracts related to the project, which is the subject of the Agreement.

B. The parties hereto expressly covenant and agree that in the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts relate to the project, which is the subject of this Agreement.

C. Any notices to be given by either party after award of the project must be in writing, and personally delivered or emailed to the addresses:

Jenny Torres
San Luis Economic Development Manager
1090 E. Union Street (if personally delivered)
POB 1170 (if mailed)
San Luis, AZ 85349
jtorres@sanluisaz.gov

D. This Agreement shall be construed under the laws of the State of Arizona.

E. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall superseded any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

F. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

G. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or medication thereof in writing. No evidence of modification or

waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

H. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control.

I. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of the termination under this paragraph.

J. Successors and Assigns: This Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors and assigns of both parties.

K. Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.

L. Venue: The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

M. Waiver: If either party fails to require the other party to perform any provision of this Agreement that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

N. Severability: If any terms, parts or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts or provisions are nevertheless valid and enforceable.

O. Integration: This Agreement contains the entire agreement between the parties, and no oral or written statements, promises or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

P. No partnership: Nothing in the Agreement constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.

Q. Compliance with Law: The Contractor must comply with all federal, state and local laws and ordinances applicable to its performance under this contract. The Contractor will comply with the Americans with Disabilities Act (ADA) and will indemnify the City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Contractor will not discriminate against any person on the basis

of violation of the ADA. The Contractor will not discriminate against any person on the basis of race, religion, color, age, sex or national origin in the performance of this Contract and must comply with the terms of Tittle VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the CONTRACTOR must include similar requirements of subcontractors in any contracts entered into for performance of the CONTRACTOR's obligations under this Contract. The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the CONTRACTOR must include similar requirements of all subcontractors in contracts entered for performance of the CONTRACTOR's obligations under this Contract.

R. Time is of the Essence: Time is of the essence in this Contract. Unless otherwise specifically provided, any consent to delay in the CONTRACTOR's performance of its obligation is applicable only to the transaction to which it relates and is not applicable to any other obligation or transaction.

S. CONFLICT OF INTEREST. This contract is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511, as amended.

T. NOTIFICATIONS Written notice of a change of address of either party must be given in writing to the other party. Notice of change of address is deemed effective 5 days after mailing by the party changing address.

U. The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Legal Liability (Damage to Rented Premises)	$100,000

The policy shall be endorsed to include the following additional insured language:

"The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional."

2) Profession Liability (Errors and Omission Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this Contract

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

(b) City and Professional waive all rights against each other and their director, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(c) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(d) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

(e) Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of San Luis Risk Management Division. All insurance is to placed with an insurer admitted in the state in which operations are taking place.

(g) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

V. Under A.R.S. § 41-4401:

a. Contractor warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.

b. That a breach of a warranty under paragraph “a” shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
c. That the CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph “a.”

W. Boycott CONTRACTOR certifies, to the extent permitted by law, 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.

IN WITNESS WHEREOF, have been duly executed by the parties herein above named, on the date and year first above written.

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

DOCUMENT 00300

BID FORM

Each bidder must complete Document 00300 and return same in a **sealed envelope** indicating the bid number and bid name. **Please do not return the entire project manual with your bid, only return the documents indicated on the Bid Submittal Checklist.**

Date: 3/15/2021

To: City of San Luis, c/o
Sonia Cornelio
Office of City Clerk
City Hall
1090 E. Union St.
San Luis, AZ 85349

From: DPE Construction, Inc. Contractor

1636 East 20th Street Address

Yuma, AZ City or Town

Yuma County

928-783-7885 Telephone No.

928-343-1016 FAX No.

jima@dpeyuma.com Email Address

Project: **Magrino Industrial Park Unit No. 3 Base Phase Surface Improvements**

The undersigned has carefully examined the Project Plans, Project Manual and sample contract documents, carefully examined the site, is familiar with local conditions affecting the cost of the Work and miscellaneous items of adjunct Work, the nature and extent of the excavation needed and construction difficulties and hazards, and all other factors and conditions affected by specified Work, and proposes to furnish labor, supervision, tools, equipment, materials, utilities, fuel, transportation services, and all other things necessary to perform and complete the Work in an acceptable manner as described in the Project Plans and Manual, other listed Contract Documents and sample contract documents for the following unit prices, which shall prevail over all other bidding offers made by undersigned.

MAGRINO INDUSTRIAL SUBDIVISION UNIT NO. 3 BASE PHASE ROADWAY IMPROVEMENTS

BID SCHEDULE

Bid Item	Description	Unit	Quant.	Unit Cost	Total
Section A: DOMESTIC WATER SYSTEM					
1.	Install 6" Valve Frame and Cover	EA	21	350.00	7,350.00
	Subtotal Section A				
Section B: SANITARY SEWER SYSTEM					
2.	Adjust Polymer Manhole to Grade	EA	5	750.00	3,750.00
	Subtotal Section B				
Section C: ROADWAY IMPROVEMENTS					
10.	Subgrade Prep.	SY	9,735	4.25	41,373.75
11.	3" Asphalt Concrete	SY	9,735	13.50	131,422.50
12.	8" ABC	SY	9,735	12.00	116,820.00
13.	Ribbon Curb	LF	2,878	12.00	34,536.00
14.	Vertical Curb and Gutter	LF	178	30.00	5,340.00
15.	Curb Transitions	EA	4	300.00	1,200.00
16.	Concrete Driveway (BOR Access Roads)	SF	576	10.00	5,760.00
17.	4-015 Subdivision Monuments	EA	13	250.00	3,250.00
18.	4-030 (Type B) Street Monuments	EA	2	600.00	1,200.00
19.	Street Name Sign with Stop Sign	EA	1	500.00	500.00
20.	Type III Baricade	LF			
21.	60" SaniTite HP High Performance Swr Pipe	LF	80	515.00	41,200.00
22.	Box Culvert 5' x 6'	LF	80	700.00	56,000.00
23.	Headwalls	EA	2	12,500.00	25,000.00
24.	24" Thermoplastic Stop Bar	LF	35	20.00	700.00
25.	Hydrant Markers	EA	11	35.00	385.00
26.	Remove Type III Barricade	EA	2	600.00	1,200.00
27.	Remove Existing ABC and Stockpile for Reuse	LS			
SUBTOTAL SECTION C					
Section D: ADMINISTRATIVE/OTHER ITEMS					
30.	Survey Crew (by Owner)				
31.	Maintenance/Protection of Traffic	LS	1	4,500.00	4,500.00
32.	SWPPP	LS	1	14,905.00	14,905.00
SUBTOTAL SECTION D					

BID SCHEDULE

Section A: DOMESTIC WATER SYSTEM					
ALTERNATE BID ITEM (No Payment unless needed)					
A1	Bypass Pumping, 31 cfs max	Weeks	3	45,000.00	135,000.00

SUMMARY	SUBTOTAL	
Subtotal Section A	$ 7,350.00	-
Subtotal Section B	$ 3,750.00	-
Subtotal Section C	$ 465,887.25	-
Subtotal Section D	$ 19,405.00	-
TOTAL BID PROPOSAL (SECTIONS A - D)	$ 496,392.25	-

(SEE NEXT PAGE FOR SECTION 00300 CONTINUATION)

Respectfully Submitted,

Contractor

DPE Construction, Inc.	Vice President
By	Title

James G. Allen
Print Name

Business Address Complete

1636 East 20th Street

Yuma,	AZ	85365
City	State	ZIP

928-783-7885	928-343-1016
Telephone Number	FAX

080704	A General Engineering
License Number	Classification

If bidder is a Partnership/Joint Venture, list names of partners. If bidder is a corporation, list name and titles of all officers of the corporation.

Donald R. Peterson	President
James G. Allen	Vice President
Robert N. Ricker	Treasurer/Secretary

Bidders shall sign receipt of all addenda here (if any) by listing their numbers here:

Addenda No's.

Amendment No 1 March 10, 2021

DOCUMENT 00380

NON-COLLUSION AFFIDAVIT

MAGRINO INDUSTRIAL PARK UNIT NO. 3 BASE PHASE ROADWAY IMPROVEMENTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of Arizona

County of Yuma

James G. Allen, being duly sworn, deposes and says:

That he or she is the Vice President (position)

of DPE Construction, Inc. (name of Bidder), the party making the Bids; that the Bids is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the Bids is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bids, and has not directly or indirectly colluded, conspired, connived, or agreed with Bidder or anyone else to put in a sham Bids, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bids price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bids price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bids are true; and, further, that all Bidder has not, directly or indirectly, submitted his or her Bids price or any breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, Bids depository, or to any member or agent thereof to effectuate a collusive or sham Bids.

DPE Construction, Inc. (Firm Name)

James G. Allen (Print Name-Authorized Agent

(Signature-Authorized Agent)

MAGRINO INDUSTRIAL PARK UNIT NO. 3 BASE PHASE ROADWAY IMPROVEMENTS

James G. Allen

Subscribed and sworn to before me on 15th March 2021.

Catherine L. Black

CATHERINE L BLACK
Notary Public - Arizona
Yuma County
Commission # 535832
My Commission Expires Jan. 3, 2022

Notary Seal Notary Public

DOCUMENT 00350

ARIZONA STATUTORY BID BOND

PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That, DPE Construction, Inc. (hereinafter "Principal"), as Principal, and Western Surety Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of South Dakota, with its principal offices in the City of Chicago, IL, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of San Luis, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

MAGRINO INDUSTRIAL PARK UNIT NO. 3 BASE PHASE ROADWAY IMPROVEMENTS

Now, therefore, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal and gives the bonds and certificates of Insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this 12th day of March, 2021.

DPE Construction, Inc.
PRINCIPAL SEAL

By: _____

Title: Vice Pres

Western Surety Company
SURETY SEAL

By: _____
Crysta J. Powell, Attorney-in-fact

Constructors Bonding, Inc. of Nevada
Agency of Record

P. O. Box 36797

Las Vegas, NV 89133-6797
Agency Address

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Crysta J Powell, Gregory P Griffith, Stephanie L Bucholz, Debra K Williams, Individually

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of May, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of May, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of March, 2021.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SUBCONTRACTORS: If awarded the contract for this project, the undersigned will employ the following subcontractors:

Trade: striping + signs Subcontractor: Safeline, LLC

Trade: _____ Subcontractor: _____

Trade: _____ Subcontractor: _____

Trade: _____ Subcontractor: _____

Trade: _____ Subcontractor: _____

Trade: _____ Subcontractor: _____

Trade: _____ Subcontractor: _____

TIME OF COMPLETION: The undersigned proposes to complete the Work within the calendar days as referenced in Document 00030, Item 19, after the date of commencement as established by the Notice to Proceed. The undersigned agrees to the terms of liquidated damages as described in Document 00030.

BID: The undersigned agrees to hold this bid open for **90 days** after the date set for receipt of bids.

OWNERS'S RIGHTS: The undersigned recognizes the Owner's right to waive informalities in the bidding and to accept or reject any or all bids.

CONTRACT AND BONDS: Upon receipt of written notice that this bid has been accepted, the undersigned will execute a formal Contract, sample of which is appended, hereafter as Document 00400 and will deliver a one hundred percent Statutory Payment Bond (Document 00520) to the Owner.

BID SURETY: The attached Bid Security Bond (Document 00350) in the sum of not less than ten percent (10%) of the total maximum bid price will be retained by the Owner if the Contract and Bonds are not executed as specified in the Instruction to Bidders (Document 00030).

The undersigned understands that any quantities stated or implied in the Project Plans or Manual are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of Work either increased or decreased, in accordance with the provisions of the Project Manual, at the Unit Bid Price in the Bid Form. Construction items called out in the plans, but not list as quantities are to be considered incidental to the other project pay items. After the bid opening the Engineer employees will check the math on each proposal and all other documents before selecting a successful bidder based on the Unit Bid Prices turned in on the Bid Forms and the appropriate signed and executed documents. This task may take more than one day to complete.

MAGRINO INDUSTRIAL SUBDIVISION UNIT NO. 3 BASE PHASE ROADWAY IMPROVEMENTS

BID SCHEDULE

Bid Item	Description	Unit	Quant.	Unit Cost	Total
Section A: DOMESTIC WATER SYSTEM					
1.	Install 6" Valve Frame and Cover	EA	21	350.00	7,350.00
	Subtotal Section A				
Section B: SANITARY SEWER SYSTEM					
2.	Adjust Polymer Manhole to Grade	EA	5	750.00	3,750.00
	Subtotal Section B				
Section C: ROADWAY IMPROVEMENTS					
10.	Subgrade Prep.	SY	9,735	4.25	41,373.75
11.	3" Asphalt Concrete	SY	9,735	13.50	131,422.50
12.	8" ABC	SY	9,735	12.00	116,820.00
13.	Ribbon Curb	LF	2,878	12.00	34,536.00
14.	Vertical Curb and Gutter	LF	178	30.00	5,340.00
15.	Curb Transitions	EA	4	300.00	1,200.00
16.	Concrete Driveway (BOR Access Roads)	SF	576	10.00	5,760.00
17.	4-015 Subdivision Monuments	EA	13	250.00	3,250.00
18.	4-030 (Type B) Street Monuments	EA	2	600.00	1,200.00
19.	Street Name Sign with Stop Sign	EA	1	500.00	500.00
20.	Type III Baricade	LF			
21.	60" SaniTite HP High Performance Swr Pipe	LF	120	515.00	61,800.00
22.	Box Culvert 5' x 6'	LF	80	700.00	56,000.00
23.	Headwalls	EA	2	12,500.00	25,000.00
24.	24" Thermoplastic Stop Bar	LF	35	20.00	700.00
25.	Hydrant Markers	EA	11	35.00	385.00
26.	Remove Type III Barricade	EA	2	600.00	1,200.00
27.	Remove Existing ABC and Stockpile for Reuse	LS			
	SUBTOTAL SECTION C				
Section D: ADMINISTRATIVE/OTHER ITEMS					
30.	Survey Crew (by Owner)				
31.	Maintenance/Protection of Traffic	LS	1	4,500.00	4,500.00
32.	SWPPP	LS	1	14,905.00	14,905.00
	SUBTOTAL SECTION D				

BID SCHEDULE

Section A: DOMESTIC WATER SYSTEM					
SUMMARY				**SUBTOTAL**	
Subtotal Section A				**$** 7,350.00	**-**
Subtotal Section B				**$** 3,750.00	**-**
Subtotal Section C				**$** 486,487.25	**-**
Subtotal Section D				**$** 19,405.00	**-**
TOTAL BID PROPOSAL (SECTIONS A - D)				**$** 516,992.25	**-**
ALTERNATE BID ITEM (No Payment unless needed, not included in total)					
A1	Bypass Pumping, 31 cfs max	Weeks	3	45,000.00	135,000.00

(SEE NEXT PAGE FOR SECTION 00300 CONTINUATION)

Core Engineering Group, PLLC
200 E. 16th Street, Suite #150
Yuma, Arizona 85364

voice 928-344-5931
fax 928-344-5932
www.CoreEngineeringGroup.com

MEMORANDUM

Date: March 17, 2021

To: Eulogio Vera, P.E.

From: Kevin L. Burge, P.E.

Re: Bid Evaluation Summary and Award Recommendation
Magrino Unit No. 3 Base Phase Surface Improvements

Mr. Vera,

Please find below our evaluation of the noted project.

1. Bid Submission Date: Monday, March 15th, 2021, 3:00pm Arizona time.

2. Bid evaluation summary:

No.	Bidder	Opening Bid Amount	Substantially Responsive (yes or no)	Evaluated Bid Amount	Rank	Acknowledged Addendum(s)?	Remarks
1	DPE Construction, Inc.	$ 496,392.25	Yes	$ 516,992.25	1	Yes	Below
2	GCE Construction	$ 526,356.80	Yes	$ 526,356.80	2	Yes	None

Remarks:

- *Number 1 ranked bidder had an error in item 22 of the attached bid tabulation. Bidder used the incorrect length of 80 LF pipe instead of 120 LF identified in Addendum #1 which was acknowledged. Per Project Manual the resulting higher bid amount was determined or "evaluated" and therefore the resulting corrected length of 120 LF of pipe results in a higher evaluated Bid Amount, however it is still the lowest evaluated bidder.*

3. The lowest evaluated bidder has been determined to be qualified and capable of performing the contract? [**YES**].

4. On the basis of evaluation which was carried out in accordance with the bidding documents, we recommend accepting the bid of the lowest evaluated bidder, **[DPE Construction, Inc.],** which has been determined as qualified and capable of performing the contract, in accordance with the Bidding Documents.

Bids Evaluated By:

Kevin L. Burge, P.E. — Kevin L Burge — 3/17/21
Core Engineering Group, PLLC. — *(signature)* — *(date)*

BID TABULATION
MAGRINO INDUSTRIAL SUBDIVISION UNIT NO. 3

Bid Item	Description	Unit	Quant.	GCE Unit Cost	GCE	Quant.	DPE Unit Cost	DPE
Section A:	**DOMESTIC WATER SYSTEM**							
1.	Install Valve Frame and Cover	EA	21	$ 111.67	$ 2,345.07	21	$ 350.00	$ 7,350.00
	Subtotal Section A				**$ 2,345.07**			**$ 7,350.00**
Section B:	**SANITARY SEWER SYSTEM**							
2.	Adjust Polymer Manhole to Grade	EA	5	$ 300.20	$ 1,501.00	5	$ 750.00	$ 3,750.00
	Subtotal Section B				**$ 1,501.00**			**$ 3,750.00**
Section C:	**SURFACE IMPROVEMENTS**							
10.	Subgrade Prep.	SY	9,735	$ 4.17	$ 40,594.95	9,735	$ 4.25	$ 41,373.75
11.	3" Asphalt Concrete	SY	9,735	$ 18.78	$ 182,823.30	9,735	$ 13.50	$ 131,422.50
12.	8" ABC	SY	9,735	$ 11.30	$ 110,005.50	9,735	$ 12.00	$ 116,820.00
14.	Ribbon Curb	LF	2,878	$ 7.66	$ 22,045.48	2,878	$ 12.00	$ 34,536.00
15.	Vertical Curb and Gutter	LF	178	$ 18.26	$ 3,250.28	178	$ 30.00	$ 5,340.00
16.	Curb Transitions	EA	4	$ 167.50	$ 670.00	4	$ 300.00	$ 1,200.00
17.	Concrete Driveway (BOR Access Roads)	SF	576	$ 7.31	$ 4,210.56	576	$ 10.00	$ 5,760.00
18.	4-015 Subdivision Monuments	EA	13	$ 101.00	$ 1,313.00	13	$ 250.00	$ 3,250.00
19.	4-030 (Type B) Street Monuments	EA	2	$ 244.50	$ 489.00	2	$ 600.00	$ 1,200.00
20.	Street Name Sign with Stop Sign	EA	1	$ 670.00	$ 670.00	1	$ 500.00	$ 500.00
21.	Type III Baricade	LF						
22.	60" SaniTite HP High Performance Swr Pipe	LF	120	$ 335.12	$ 40,214.40	80	$ 515.00	$ 41,200.00
23.	Box Culvert 5' x 6'	LF	80	$ 946.70	$ 75,736.00	80	$ 700.00	$ 56,000.00
24.	Headwalls	EA	2	$ 10,348.00	$ 20,696.00	2	$ 12,500.00	$ 25,000.00
25.	24" Thermoplastic Stop Bar	LF	35	$ 19.15	$ 670.25	35	$ 20.00	$ 700.00
26.	Hydrant Markers	EA	11	$ 60.91	$ 670.01	11	$ 35.00	$ 385.00

BID TABULATION
MAGRINO INDUSTRIAL SUBDIVISION UNIT NO. 3

Bid Item	Description	Unit	Quant.	GCE Unit Cost	GCE	Quant.	DPE Unit Cost	DPE
27.	Remove Type III Barricade	EA	2	$ 281.50	$ 563.00	2	$ 600.00	$ 1,200.00
SUBTOTAL SECTION C					**$ 504,621.73**			**$ 465,887.25**
Section D:	**ADMINISTRATIVE/OTHER ITEMS**							
30.	Survey Crew (by Owner)							
31.	Maintenance/Protection of Traffic	LS	1	$ 3,899.00	$ 3,899.00	1	$ 4,500.00	$ 4,500.00
32.	Erosion Control Measures	LS	1	$ 13,990.00	$ 13,990.00	1	$ 14,905.00	$ 14,905.00
SUBTOTAL SECTION D					**$ 17,889.00**			**$ 19,405.00**
ALTERNATE BID ITEM								
A1	Bypass Pumping, 31 cfs max	Weeks	3	$ 44,404.34	$ 133,213.02	3	$ 45,000.00	$ 135,000.00
SUMMARY								
Subtotal Section A				**$**	**2,345.07**		**$**	**7,350.00**
Subtotal Section B				**$**	**1,501.00**		**$**	**3,750.00**
Subtotal Section C				**$**	**504,621.73**		**$**	**465,887.25**
Subtotal Section D				**$**	**17,889.00**		**$**	**19,405.00**
TOTAL PROJECTED COSTS BASE PHASE				**$**	**526,356.80**		**$**	**496,392.25**
ALTERNATE BID ITEM A1 (NOT INCLUDED)				**$**	**133,213.02**		**$**	**135,000.00**