NOTICE OF WORK SESSION

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 Work Session meeting at 6:30 p.m., Wednesday, April 7, 2021. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

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 Sesion de Trabajo a las 6:30 p.m., el día Miercoles, 7 de Abril 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

AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 7, 2021
6:30 p.m.

The April 7, 2021 Work Session, 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 Sesion de Trabajo del Cabildo del 7 de Abril del 2021. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis https://sanluisaz.gov/listenlive. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad https://sanluisaz.gov/listenlive después de la reunión.

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

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS.

1. CALL TO ORDER/ROLL CALL

2. ITEMS FOR DISCUSSION ONLY:

2. A. Presentation of the 2020-2021 Mid-Year Report by Ms. Julie Engel, President and CEO of Greater Yuma Economic Development Corporation. **(Julie Engel, President and CEO of Greater Yuma Economic Development Corporation)**

2. B. Presentation and report on any and all matters regarding federal appropriations requested for the federal fiscal year 2022. **(Jenny Torres, Economic Development Manager)**

2. C. Discussion and possible directions to staff on any and all matters regarding a contract between the City of San Luis and the Regional Center for Border Health, Inc. to participate in a grant application to the Federal Health and Human Services Office of Minority Health Grant to advance health literacy Enhance Equitable Community Responses to COVID-19 such as testing, contact tracing, and vaccination. **(Jenny Torres, Economic Development Manager)**

2. D. Discussion and possible directions to staff on any and all matters regarding ratifying staff's correction of the entity's name from Don Peterson Engineering, Inc. to DPE Construction, Inc., on the contract City Council approved on March 17, 2021, for the construction of the Magrino Industrial Park Unit III, base phase roadway improvements project from Don Peterson Engineering, Inc. to DPE Construction, Inc. **(Jenny Torres, Economic Development Manager)**

2. E. Discussion and possible directions to staff on any and all matters regarding modifications to the current Parks and Recreation Fee Schedule. **(Lizandro Galaviz, Director of Parks and Recreation)**

2. F. Discussion and possible directions to staff on any and all matters regarding the purchase of a 2021 Chevrolet Silverado and the transfer funds from available accounts for the purchase. **(Lizandro Galaviz, Director of Parks and Recreation Department)**

2. G. Discussion and possible directions to staff on any and all matters regarding the purchase of extended warranty coverage for the new Zoll Cardiac monitors. **(Angel Ramirez, Fire Chief)**

2. H. Discussion and possible directions to staff on any and all matters regarding the purchase of an Avaya phone system for the City of San Luis. **(Derek Duenas, IT Manager)**

2. I. Discussion and possible directions to staff on any and all matters regarding possible text amendment to the zoning regulations regarding covered parking requirements for Multiple Residence Zoning Districts. **(Jose A. Guzman, Director of Planning and Zoning)**

2. J. Discussion and possible directions to staff on any and all matters regarding Resolution Nos. 2163, 2164, 2165, 2166, 2167 and 2168 for the creation and order of work for the required improvement districts for Bienestar Estates 11 Subdivision. **(Jose A. Guzman, Director of Planning and Zoning)**

3. ADJOURNMENT

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.

PRESENTATION

Work Session **2. A.**

Meeting Date: 04/07/2021

Presentation Topic/Summary:

Presentation of the 2020-2021 Mid-Year Report by Ms. Julie Engel, President and CEO of Greater Yuma Economic Development Corporation. **(Julie Engel, President and CEO of Greater Yuma Economic Development Corporation)**

Attachments

2020-2021 GYEDC Mid-Year Report

Greater Yuma Economic Development Corporation

2020 - 2021 MID-YEAR PRESENTATION

Economic Development Trends



- Reskilling and Recovery are now the National priority due to the fall out of Covid 19 .Workforce and talent will remain driving force in site selection, retention and expansion
- Companies are getting involved in the training programs to help retrain.
- Work, live, play communities are magnets for innovation due to “lifestyle balance” employees are demanding



- Labor force markets are extremely constricted, Covid 19 compounding this even more
- Inclusive economies are the next wave of talent mining. The new administration has made this a priority
- Promotion of innovation, entrepreneurialism and local investment is paramount to diversifying economic base



- Urban areas are enjoying historic prosperity exceeding 2007 levels while rural regions have not reached pre-2007 recovery levels
- Economic mobility in rural areas remains a challenge
- Larger segment of rural population living in distressed zip codes
- Historic recovery masked by majority of growth in prosperous metros

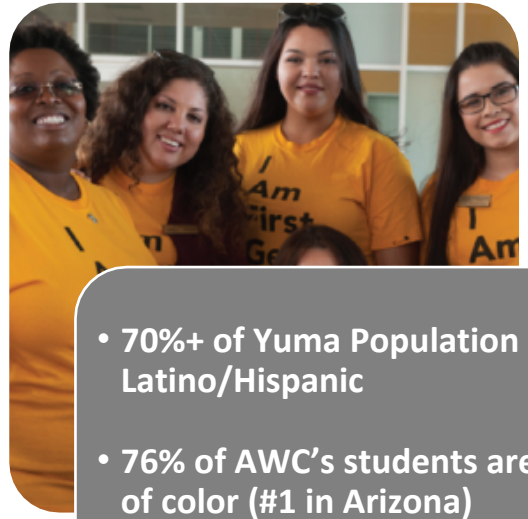
Labor Trends



- Average age of farmworker is 55 years old
- Yuma unemployment quotient in Agriculture is 13x higher than U.S. average
- Local workforce groups focused on retraining of traditional AG worker
- Industry recognizes discipline and work ethic of the labor segment
- Local educational and training programs are robust



- Cross border collaboration will drive future development (Mexico/AZ flag)
- Yuma Bi-National University MOU seeks to bridge labor gap
- J-1 Visas will become more prevalent in supplementing domestic skilled positions
- Cultural exchange programs and English proficiency within Baja schools will accelerate worker assimilation



- 70%+ of Yuma Population is Latino/Hispanic
- 76% of AWC's students are of color (#1 in Arizona)
- 66% are First Generation (#1 in Arizona)
- 45% of HS Graduates Enrolled at AWC (#1 in Arizona)
- Hispanics continue to represent the largest growing demographic of economic mobility

Investor Trends

- **When COVID-19 began our main concern with our Investors was how they would fair with the "new normal". While we have had some losses, we have also had some gains. Our Investors have chosen to continue to support Greater Yuma EDC and thus support Yuma County**

- Greater Yuma EDC currently has 118 private sector Investors and 5 public sector Investors.
- Due to COVID-19 Greater Yuma EDC had the following changes to our membership:
  - Three Investors discontinued their investment
  - One Investors decreased their investment
  - One Investor was not able to pay their 4th quarter investment
- Greater Yuma EDC has also gained four new Investors.

2010 Census Population		$2.50 per capita
Yuma County	195781	
San Luis	25505	$ 63,762.50
Somerton	14287	$ 35,717.50
Wellton	2882	$ 7,205.00
City of Yuma	93064	$ 232,660.00
Yuma County	60043	$ 150,107.50
(unincorporated)		$ 489,452.50

Project
Sparky
(Yuma)

Project
Health
(Yuma)

Project
Rings
(Yuma)

Project
Caliente
(San Luis)

Project
Cold Door
(San Luis)

labrie
Labrie Enviroquip Group
(San Luis)

Project
Scales
(East County)

Project
Burn
(Gassification Plant - East County)

PROJECT ESTIMATES

- 278 NEW JOBS
- $95M+ CAPEX
- 455,000 SF INDUSTRIAL
- 9,000,000+ New Payroll

Development Incentive Program/Bill (Statewide Rural)

Assisted Greater Yuma Port Authority with and Awarded ADOT/ESP Grant
Housing Study completed

Transatlantic Business & Investment Council (TBIC)
GYEDC Participated in Virtual trips to Germany, Israel and Italy, Over 30 company meetings held

South County Resource Center – Renewed annual contract to fund the center (Yuma County Chamber)

EDA Grant for Spaceport Analysis – Completed
Next step, FAA

Arizona Western
Partnering with TBIC for International College Certification – 1st Community College in the U.S.
Final inspection is February 8, 2021.

Travel Schedule for 2021

- All trips have been virtual
- October 5-8 Germany
- October 19- 22 Italy
- October 16-17 Germany
- December 7-10 Israel and Germany

Future Trips will be virtual as well.

Multi-Family Housing Report

November 2020

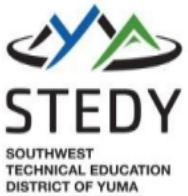
Yuma, Arizona



Delivering the YMVC message…































































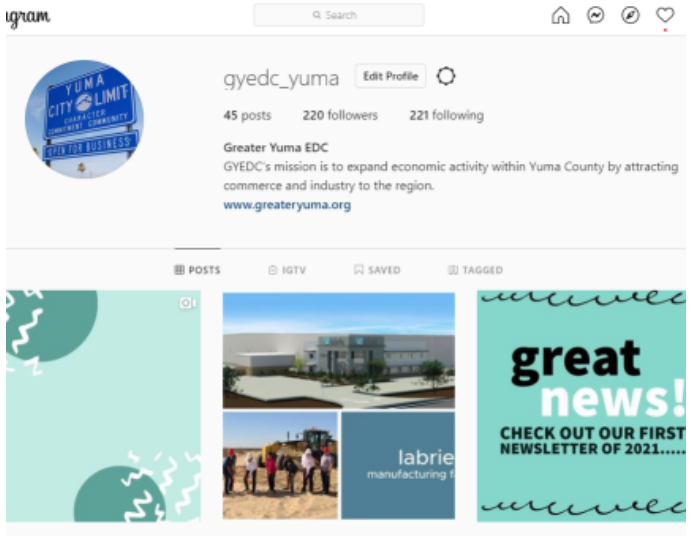
University of YUMA CAMPUS

Social channels overview

Profiles	Followers
Greater Yuma Economic Development Corporation	776
greater-yuma-economic-development-corporation	586
GYEDC	409 ↗ 40,900%
gyedc_yuma	220







Business Retention and Expansion

- GYEDC and the AZ Manufacturers Partnership organized a three-day training in Lean Manufacturing with LEGO Simulation. This training was provided to three manufacturers in automobile, aerospace, and refrigeration equipment, at least 30 employees took the training.
- GYEDC and the ACA presented information on training, certifications, incentives, and programs in a zoom meeting with the Yuma Manufacturers Association. Two meetings have been made in support of new and existing manufacturers in Yuma to help promote new hires, and with expansion plans.



4FrontED

GYEDC, in collaboration with OPRODE (San Luis Rio Colorado EDC), Greater Yuma Port Authority, and 4FrontED, worked together to create a series of zoom webinars. This webinar series was part of a strategy to promote the 4FrontED megaregion covering Baja California, California, Sonora, and Arizona and all its assets such as the Port of Entries. The webinars focused on trade and the advantages of doing business in this region and the proximity to the Maritime Ports of Ensenada and San Diego.

Education Committee

The University of Baja California (UABC) invited GYEDC to be a member of the first International Advisory Council in Baja California. The Council will support and guide the internationalization in education that will benefit the border communities. It is an honorary position to contribute ideas to improve higher education in an international context.





LEGISLATIVE UPDATE

4FRONTED
The Power of 4 Regions and 2 Nations

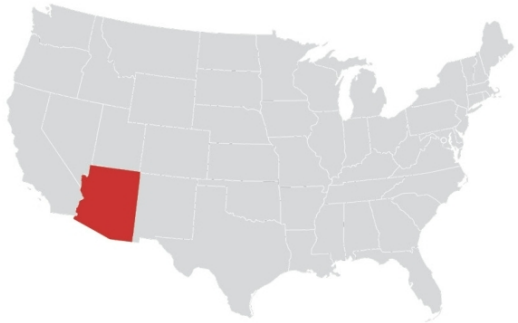
YUMA 50 AZ

OPPORTUNITY ZONES

METRO SPIN

165,691 JOBS
Projected to be added in the next 2 years

84.7%
Of job growth accounts from the Greater Phoenix area

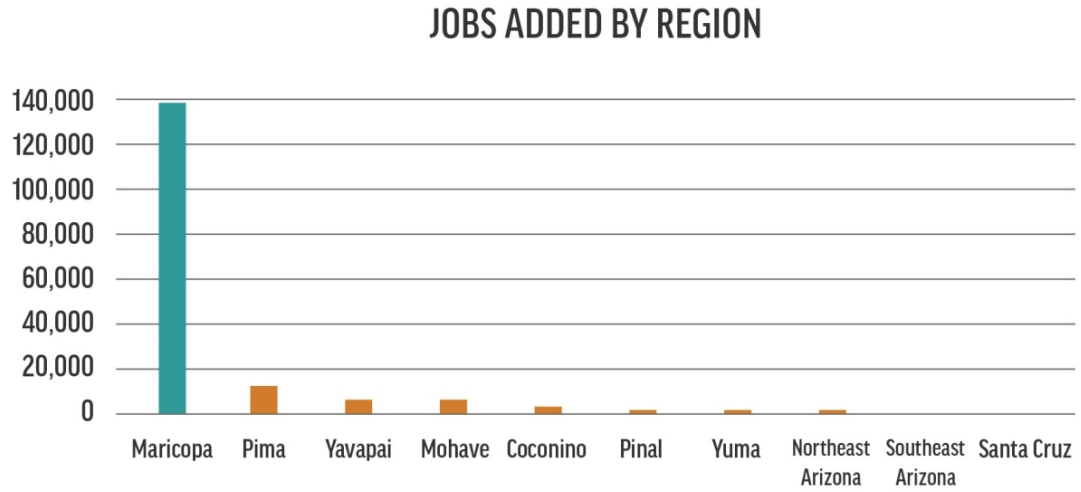


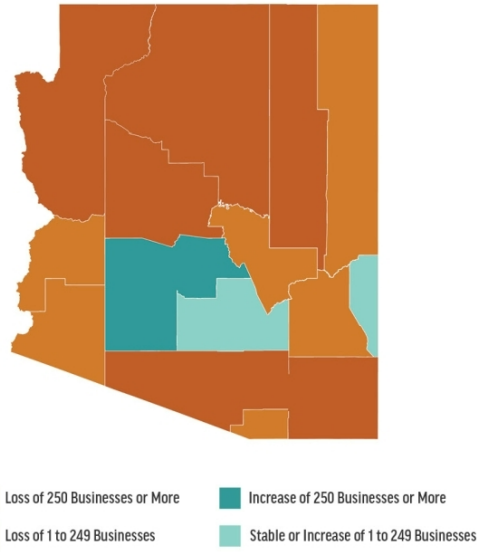
#2 in the U.S. for job growth
(Bureau of Labor Statistics)

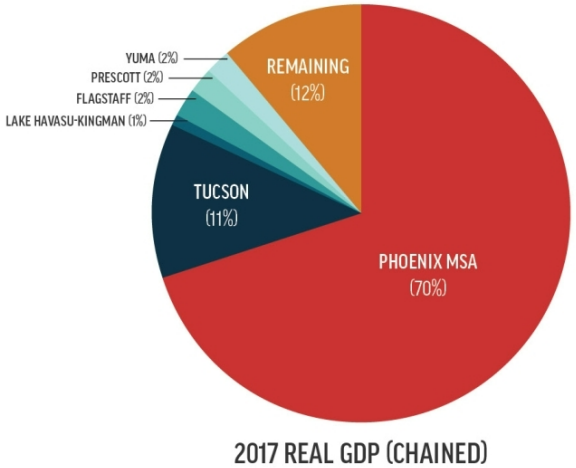
#4 fastest growing state in the U.S.
(U.S. Census Bureau)

#3 in GDP growth in the U.S
(Bureau of Labor Statistics)

RURAL REALITY







2017 REAL GDP (CHAINED)

78 JOBS / PER MONTH
Yuma job growth through 2020

190 JOBS / PER DAY
Maricopa job growth through 2020

<30%
Rural Real GDP

70.2%
Greater Phoenix Real GDP

LOCAL FIRST ARIZONA FOUNDATION
Rural Development Council

Greater Yuma
ECONOMIC DEVELOPMENT CORP


MOTOR








LITTLEWOOD
FINE ART &
COMMUNITY COOP
YUMAN
NO PARKING
FIRE LANE
PHOTOGRAPHY



AGENDA ITEM REVIEW FORM

Work Session **2. B.**

Meeting Date: 04/07/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Presentation and report on any and all matters regarding federal appropriations requested for the federal fiscal year 2022. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

To meet the needs of communities across the United States, the appropriations' committee accepts programmatic, language-based and community project funding requests for members of Congress. At the end of March, Congress Member Raul Grijalva's office informed the city that March 29 through April 6 would be the window for Members of Congress to request Community Project Funding through an internal Appropriation Committee-maintained database. Given that city staff received the information between meetings of Council, staff submitted to Congress Member Grijalva known priorities of City Council to address city needs. Staff will present the projects submitted to the appropriations' committee through Congressman Grijalva's office.

Since the submission deadline has passed, staff is bringing this item to City Council as a report.

RECOMMENDATION / SUGGESTED MOTION:

Presentation only, no action.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

AGENDA ITEM REVIEW FORM

Work Session **2. C.**

Meeting Date: 04/07/2021

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a contract between the City of San Luis and the Regional Center for Border Health, Inc. to participate in a grant application to the Federal Health and Human Services Office of Minority Health Grant to advance health literacy Enhance Equitable Community Responses to COVID-19 such as testing, contact tracing, and vaccination. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

Basics About the Grant

There is an opportunity to apply for a $4 million in funding through the Federal Health and Human Services Office of Minority Health Grant to advance health literacy Enhance Equitable Community Responses to COVID-19 such as testing, contact tracing, and vaccination. This grant would bring more resources to San Luis for developing public health services and health literacy surrounding COVID-19. It is very unlikely that COVID-19 will be totally eradicated so that the community will need these services into the future. The program developed must demonstrate that it is addressing the needs of the area effectively through evidence-based solutions.

-There is no match;

- The funding is restricted to local governments (Yuma County Public Health Services District indicated that they are not competing for this grant);

-The grant allows project delegation to another agency;

-The project would start July 2021 and end in two (2) years;

-Applications must be submitted by April 20, 2021; however, to hedge against internet or computer glitches, it would be preferable to have the grant submitted by Thursday, April 15, 2021; and

-The city would be the lead to administer the grant and oversee the program (the city is not a passthrough). The city would be in charge of plans to make the program sustainable after the funding ends.

Delegation of Responsibilities Allowed Under the Grant

Because the City of San Luis does not have a Public Health Department, the city needs to bring in outside expertise in this field to implement the grant. The Regional Center for Border Health (RCBH) is prepared to take on this role and use its connections with the local universities and the Institute for Health Advancement to analyze the program's effectiveness and provide education.

City Responsibilities and Possible Funding Under the Grant

The city's responsibilities for the program, the grant parameters allow for:

1. Grant administration and monitoring that the reporting is properly done,vaccination events;
2. An extensive education campaign (disseminating information and coordinating training for the trainers, coordinating focus groups to determine if the messages proposed resonate with the community);
3. Full-time staff person to handle the above and coordinate with RCBH, the university and the Institute for Health Advancement.

Many city departments would be involved in addition to the staff person dedicated full-time, including Elected Officials, especially in the grant's continuous education campaign aspect.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action item.

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):

Although there is no match if the city is selected for the grant, in order to be selected, the city will have to demonstrate how it will be able to sustain the program beyond the 2 years.

There are Arizona laws limiting spending of cities, so the finance department will have to budget for spending the $4 million if the city is selected.

Attachments

Notice of Funding Opportunity

DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF THE ASSISTANT SECRETARY FOR HEALTH

Notice of Funding Opportunity: Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19

Opportunity Number:

MP-CPI-21-006

Application Due Date:

April 20, 2021 at 6:00 PM Eastern

OVERVIEW

FEDERAL AGENCY NAME

Office of the Assistant Secretary for Health / Office of Minority Health

FUNDING OPPORTUNITY TITLE

Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19

ACTION

Notice

ANNOUNCEMENT TYPE

Grant

FUNDING OPPORTUNITY NUMBER

MP-CPI-21-006

ASSISTANCE LISTING NUMBER AND PROGRAM TITLE

93.137 Community Program to Improve Minority Health

DATES

Application Deadline: April 20, 2021 by 6:00 PM Eastern

Technical Assistance: Webinar, March 17, 2021 at 5:00PM Eastern.

EXECUTIVE SUMMARY

The Office of Minority Health announces the availability of funds for Fiscal Year 2021 grants under the authority of 42 U.S.C. § 300u-6 (Section 1707 of the Public Health Service Act) and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260).

This notice solicits applications for projects to demonstrate the effectiveness of local government implementation of evidence-based health literacy strategies that are culturally appropriate to enhance COVID-19 testing, contact tracing and/or other mitigation measures (e.g., public health prevention practices and vaccination) in racial and ethnic minority populations and other socially vulnerable populations, including racial and ethnic minority rural communities. This initiative will align with, but not duplicate, existing federal efforts to disseminate resources for COVID-19 responses.

Applicant eligibility is limited to localities (e.g., cities, counties, parishes, or other similar subdivisions). OMH encourages applicants to partner with a Minority Serving Institution for

quality improvement activities and program evaluation. See Appendix G for a list of Minority Serving Institutions, which can also be found here https://www.minorityhealth.hhs.gov/assets/PDF/2020_Minority_Serving_Institutions.pdf.

OMH anticipates the availability of $250,000,000 for this funding opportunity to support awards for up to two years as follows:

- Urban communities: approximately 30 awards, up to $4,000,000 each
- Rural communities: approximately 43 awards, up to $3,000,000 each

HHS/OASH encourages applicants to review all program requirements, eligibility information, application format and submission information, evaluation criteria, and other information in this funding announcement to ensure that its application complies with all requirements and instructions.

FUNDING OPPORTUNITY DETAILS

A. DATES

1. Application Deadlines

Applications are due April 20, 2021 by 6 p.m. Eastern Time.

To receive consideration, you must submit your application electronically via Grants.gov no later than this due date and time. If you do not submit your application by the specified deadline, we will return it to you unread. You must submit electronically via Grants.gov unless you obtain a written exemption from this requirement 2 business days in advance of the deadline from the Director, HHS/Office of the Assistant Secretary for Health (OASH) Grants and Acquisitions Management (GAM) Division. To obtain an exemption, you must request one via email from the HHS/OASH/GAM and provide details as to why you are technologically unable to submit electronically through Grants.gov. Your request should be submitted at least 4 business days prior to the application deadline to ensure your request can be considered prior to 2 business days in advance of the deadline. If you request an exemption, include the following in your e-mail request: the HHS/OASH announcement number; your organization's DUNS number; your organization's name, address and telephone number; the name and telephone number of your Authorizing

Official; the Grants.gov Tracking Number (for example, GRANT####) assigned to your submission; and a copy of the "Rejected with Errors" notification from Grants.gov. Send the request with supporting documentation to OASH_Grants@hhs.gov.

Note: failure to have an active System for Account Management (SAM) registration prior to the application due date will not be grounds for receiving an exemption to the electronic submission requirement. As a result of the public health emergency for COVID-19, the requirement for an active SAM registration at the time of application submission has been waived (see Section F.4). However, if you do not have a DUNS number at this time, you should contact the Grants.gov to establish a temporary DUNS number. Your application will not be accepted through Grants.gov without this number. Failure to follow Grants.gov instructions to ensure software compatibility will not be grounds for receiving an exemption to the electronic submission requirement.

The HHS/OASH GAM will only accept applications via alternate methods (hardcopy paper via U.S. mail or other provider or PDF via email) from applicants obtaining prior written approval. If you receive an exemption, you must still submit your application by the deadline. Only applications submitted through the Grants.gov portal or alternate format (hardcopy paper via U.S. mail or other service or PDF via email) with an approved written exemption will be accepted. *See* Section F.8 ("Other Submission Requirements") for information on application submission mechanisms.

Executive Order 12372 comment due date: The State Single Point of Contact (SPOC) has 60 days from the application due date to submit any comments. For more information on the SPOC see section F.6 Intergovernmental Review.

To ensure adequate time to submit your application successfully, HHS/OASH recommends that you register as early as possible in Grants.gov since the registration process can take up to one month. You must register an authorizing official for your organization. HHS/OASH does not determine your organization's authorizing official; your organization makes that designation. For information on registering for Grants.gov, refer to http://www.grants.gov or contact the Grants.gov Contact Center 24 hours a day, 7 days a week (excluding holidays) at 1-800-518-4726 or support@grants.gov.

Your organization is strongly encouraged to register multiple authorized organization representatives in Grants.gov to ensure someone is available to submit your application.

2. Technical Assistance

A technical assistance webinar for potential applicants will be held March 17, 2021 at 5:00 pm Eastern. Login details will be posted at https://minorityhealth.hhs.gov.

We recommend you review the entire announcement promptly so you can have any questions answered well in advance of the application due date. We also recommend you subscribe to this announcement in Grants.gov so you receive any amendments, question and answer documents, or other updates.

B. PROGRAM DESCRIPTION

The Office of the Assistant Secretary for Health (OASH) and the Office of Minority Health (OMH) announce the availability of funds for Fiscal Year (FY) 2021 under the authority of 42 U.S.C. § 300u-6 (Section 1707 of the Public Health Service Act) and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260). OMH is dedicated to improving the health of racial and ethnic minority populations through the development of health policies and programs that will help eliminate health disparities. Through its demonstration grants, OMH supports the identification of effective approaches for improving health outcomes with the ultimate goal of promoting dissemination, adoption and sustainability of these approaches. The Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 initiative aligns with: (1) HHS Strategic Plan Goal 2: Protect the Health of Americans Where They Live, Learn, Work, and Play; (2) Healthy People 2030 objectives: (a) HC/HIT-01: Increase the proportion of adults whose health care provider checked their understanding; (b) HC/HIT-02: Reduce the proportion of adults who report poor patient and provider communication; (c) HC/HIT-03: Increase the proportion of adults whose health care providers involved them in decisions as much as they wanted; and (d) IID-D02: Increase the proportion of people with vaccination records in an information system; and (3) the OASH priority on health disparities (1, 2). OMH will consider the following additional factors when making recommendations for funding, listed below in no particular order:

- Applicants serving localities with the highest social vulnerability. This may be determined by being in the top 4th as defined by the CDC's Social Vulnerability Index (SVI) county maps at

https://svi.cdc.gov/prepared-county-maps.html, or alternate similar data source if SVI is not available.

- Applicants with identified Minority Serving Institution partners. **Minority Serving Institutions** are defined by the U.S. Department of Education as a category of institutions of higher education enrolling populations with significant percentages of undergraduate minority students, or that serve certain populations of minority students under various programs created by Congress. Find the full definition and list of Minority Serving Institutions here: https://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html. See Appendix G for a list of Minority Serving Institutions, which can also be found here https://www.minorityhealth.hhs.gov/assets/PDF/2020_Minority_Serving_Institutions.pdf.

- Equitable geographic distribution.

1. Background

This initiative is based on data demonstrating COVID-19 disparities among racial and ethnic minority populations. According to national data from the Centers for Disease Control and Prevention (CDC), among those tested for COVID-19, non-Hispanic Black, Hispanic or Latino, and non-Hispanic people who identify as more than one race were more likely to have positive test results compared with non-Hispanic white or non-Hispanic Asian people (3).

The disparities associated with the COVID-19 pandemic have shown the importance of improving health literacy related to COVID-19 within racial and ethnic minority populations. Researchers have described a conceptual model explaining the well-established association between limited health literacy and health outcomes (4). Individuals with low health literacy have been reported to have higher rates of emergency room visits and hospitalizations, worse preventive care and health outcomes for children, and increased mortality compared with individuals with higher health literacy (5). Researchers have reported that health literacy likely is a factor impacting adherence to COVID-19 mitigation strategies (6), and Healthy People 2030 notes that low or limited health literacy skills are more prevalent among certain population groups (e.g., racial and

ethnic minority populations and limited English proficient individuals). Evidence shows that lower access to information about COVID-19 (e.g., disease rates at a local level, opportunities for testing and treatment, and behavior that may modify disease risk) among racial and ethnic minority populations effects individual decision-making and health behavior during the pandemic (6). Thus improving health literacy on COVID-19, which includes increasing access to culturally and linguistically appropriate health information, can contribute to improved responses to public health strategies for COVID-19 and related health outcomes among racial and ethnic minority populations. Refer to Appendix C and Appendix D for more information, resources and tools related to health literacy.

2. Expectations

a. Disparity impact and health equity promotion

OMH expects recipients to develop a disparity impact statement using local data (e.g., the CDC Social Vulnerability Index (SVI) https://www.atsdr.cdc.gov/placeandhealth/svi/index.html) to identify racial and ethnic minority populations at highest risk for health disparities, low health literacy and not being engaged or reached through existing public health messages and approaches for promoting COVID-19 public health recommendations (e.g., for testing, contact tracing, vaccination and other efforts to mitigate the impact of the virus). The disparity impact statement will provide the framework for ongoing monitoring and determining the impact of the health literacy interventions on adherence to COVID-19 public health recommendations. See Appendix E – Disparity Impact Statement for details and resources.

b. Health literacy plan implementation and sustainability

OMH expects recipients to develop and implement a health literacy plan, that incorporates the National CLAS Standards, to increase the availability, acceptability and use of COVID-19 public health information and services by racial and ethnic minority populations and others considered vulnerable for not receiving and using COVID-19 public health information. The health literacy interventions included in the plan also should promote changes in the healthcare delivery system broadly that advance Healthy People objectives HC/HIT-01, HC/HIT-02 and HC/HIT-03 (improve understanding, communication, informed decision-making). The health literacy plan will provide guidance for new and/or revised policies for improving and sustaining adherence to COVID-19 and other public health recommendations, using evidence-based and culturally and

linguistically appropriate health literacy strategies. See Appendix C – Health People 2030 and Appendix D – Health Literacy for details and resources.

c. Community-based partnerships

OMH expects recipients to partner with local community-based organizations including local health departments and community health centers to develop and implement: (1) the health literacy plan, in order to ensure cultural and linguistic appropriateness for racial and ethnic minority populations and other vulnerable populations; and (2) a plan for sustaining adherence to COVID-19 and other future public health recommendations. For the sustained adherence plan, partnerships should: (1) increase the availability, dissemination, adaptation and use of culturally and linguistically appropriate, evidence-based health literacy practices and interventions; and (2) ensure accurate, accessible, acceptable and actionable training, health literacy practices and interventions resources for the identified populations.

d. Quality improvement and evaluation

OMH expects recipients to partner with a Minority Serving Institution (Appendix G) when possible to establish and implement an ongoing quality improvement process and project evaluation. OMH expects recipients to use the quality improvement processes to refine the health literacy interventions that support improvements in the disparities identified in the disparity impact statement. The project evaluation should determine whether the health literacy intervention was implemented as planned, whether it reached the target population described in the Disparity Impact Statement, and whether there were any changes in the access, use and outcomes of COVID-19 vaccination, testing, and related activities (e.g., contact tracing, preventive behaviors). OMH expects recipients to provide periodic project data stratified by demographic characteristics, on changes in the access, use and outcomes of COVID-19 vaccination, testing, and related activities (e.g., contact tracing, preventive behaviors) and project data related to the Healthy People 2030 objectives HC/HIT-01, HC/HIT-02, HC/HIT-03 and IID-D02. See Appendix C – Healthy People 2030 for details and resources.

C. AUTHORITY

42 U.S.C. § 300u-6 (Section 1707 of the Public Health Service Act) and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260).

D. FEDERAL AWARD INFORMATION

OMH intends to make funds available for competing grant awards.

We will fund awards for a budget period of up to 2 years with a period of performance of up to 2 years, although we may approve shorter periods of performance. Budget periods may also vary from the estimate indicated below due to timing of award issuance or other administrative factors. Funding is contingent upon the availability of funds, satisfactory progress of the project, adequate stewardship of Federal funds, and the best interests of the Government. Special terms and requirements may be included in any award. See Section H.3.

Award Information

Estimated Federal Funds Available: $ 250,000,000

Anticipated Number of Awards: 73 distributed as follows

Approximately 30 for urban communities

Approximately 43 for rural communities

Award Ceiling (Federal Funds including indirect costs):

$4,000,000 per budget period for urban communities

$3,000,000 per budget period for rural communities

Anticipated Start Date: July 1, 2021

Estimated Period of Performance: Not to exceed 2 years

Anticipated Budget Period Length: 24 months

Type of Award: Grant

Type of Application Accepted: Electronic via Grants.gov ONLY unless an exemption is granted

Classification of the applicant's focus area as either urban or rural communities will be determined based on the Health Resources and Services Administration (HRSA) Office of Rural Health Policy definition of "rural" and the Census Bureau's urban classification where:

- Urban: Urbanized Areas (UAs) of 50,000 or more people and Urban Clusters (UCs) of at least 2,500 and less than 50,000 people.

- Rural: Rural refers to HRSA-designated rural areas, as defined by the Rural Health Grants Eligibility Analyzer (https://data.hrsa.gov/tools/rural-health). This webpage allows individuals to search by county or street address and determine rural eligibility.

E. ELIGIBILITY INFORMATION

1. Eligible Applicants

Applicant eligibility is limited to local municipalities. Examples include:

- County or Parish Governments
- City or township governments

The section of the Coronavirus Response and Relief Supplemental Appropriations Act relevant to this program limits awards to States, localities and territories. The appropriation language also allocated separate funding for tribes, tribal organizations, and non-profit urban Indian health organizations. However, individual American Indians/Alaska Natives may be beneficiaries of programs created by recipients under this announcement.

The OASH coordinated a multi-prong approach for distributing COVID-19 relief funds. Under the aforementioned paradigm: funds to states and territories will be distributed through the CDC; funds to tribes, tribal organizations, and non-profit urban Indian health organizations will be distributed through the Indian Health Service (IHS); and funds to local municipalities will be distributed through OMH to reach the most vulnerable populations. Thus, States and U.S. Territories can apply for these separate COVID-19 relief funds announced on Grants.gov. The IHS will make funds available to tribes, tribal organizations, and non-profit urban Indian health organizations using existing methodologies, including distribution through funding mechanisms authorized by the Indian Self-Determination and Education Assistance Act and the Indian Health Care Improvement Act.

2. Cost Sharing or Matching

You are not required to provide cost sharing or matching in your proposed budget. If you voluntarily include cost sharing in your application, you must include in your budget narrative a

non-federal sources justification as described in Section F.3.b.1.t. Voluntary cost sharing is not expected for research applications. During the merit review of an application, cost sharing will only be considered in the overall review of the adequacy of the total proposed budget (Federal and non-Federal share) to support the project proposed. Applications including cost sharing or matching, whether required or voluntary, that result in an award will include the cost sharing or matching commitment on the notice of award at the level proposed in the application. See Section F.3.b.1.s. Any change in the responsibility to provide cost sharing or matching at that level will require prior approval of the grants management officer.

3. Other -- Application Responsiveness Criteria

We will review your application to determine whether it meets the responsiveness criterion below. If your application does not meet the responsiveness criterion, we will disqualify it from the competition; we will not review it beyond the initial screening. The responsiveness criterion is as follows:

- Applicant has identified an urban (as defined by the U.S. Census Bureau) or rural (as defined by HRSA) area of focus in the first sentence of the Project Narrative.

4. Application Disqualification Criteria

If you successfully submit an application, we will screen it to ensure it meets the below requirements. If we determine your application fails to meet the criteria described below we will disqualify it, that is, we will **not** review it and will give it **no** further consideration.

- You must submit your application electronically via www.grants.gov (unless an exemption was granted 2 business days prior to the deadline) by the date and time indicated in the DATES section (A.1) of this announcement.

- If you successfully submit multiple applications from the same organization for the same project, we will only review the last application received by the deadline.

- HHS/OASH/GAM deems your application eligible according to section E.1 Eligible Applicants.
- You must complete the required forms in the application package: SF-424, SF-424A, SF-424B, SF-LLL, and Project Abstract Summary.
- Your Project Narrative section of the application must be double-spaced, on the equivalent of 8 ½ " x 11" inch page size, with 1" margins on all sides (top, bottom, left and right) and font size not less than 12 points.
- Your Project Narrative must not exceed 5 pages. NOTE: The following items do not count toward the Project Narrative page limit: all required forms, including SF-424, SF-424A, SF-424B, SF-LLL, Project Abstract Summary, and Budget Narrative (including budget tables).
- Your total application, including the Project Narrative plus Appendices, must not exceed 15 pages. NOTE: items listed immediately above do not count toward total page limit.
- Your Federal funds request including indirect costs must not exceed the maximum indicated in Award Ceiling.
- Your application must meet the Application Responsiveness Criterion outlined above.

F. APPLICATION AND SUBMISSION INFORMATION

1. Address to Request Application Package

You may obtain an application package electronically by accessing Grants.gov at http://www.grants.gov/. You can find it by searching on the Assistance Listing (formerly, CFDA) number shown on page 2 of this funding opportunity announcement. If you have problems accessing the application or difficulty downloading, contact:

OASH Grants and Acquisitions Management Division

Phone: 240-453-8822

Email: OASH_Grants@hhs.gov

2. Content and Form of Application Submission

a. Application Format

Your application must be prepared using the forms and information provided in the online application package.

The Project Narrative, and total application including appendices, must adhere to the page limit indicated in Application Disqualification Criteria listed in Section C. The page limit does not include the Budget Narrative (including budget tables), required forms, assurances, and certifications as described in the Application Disqualification Criteria. Please do not number pages or include a table of contents. Our grants management system will generate page numbers once your application is complete. If your application exceeds the specified page limits for the Project Narrative or Project Narrative plus Appendices when printed on 8.5" X 11" paper by HHS/OASH/GAM, we will not review it. We recommend you print out your application before submitting electronically to ensure that it is within the page limits and is easy to read.

You must double-space the Project Narrative pages.

You should use an easily readable typeface, such as Times New Roman or Arial. You *must* use 12-point font. You may single-space tables or use alternate fonts but you must ensure the tables are easy to read.

b. Appendices Format

Your Appendices should include any specific documents outlined in Section F.3.c, under the heading "Appendices" in the Application Content section of this funding opportunity announcement. Your documents should be easy to read. You should use the same formatting specified for the Project Narrative. However, documents such as résumés/CVs, organizational charts, tables, or letters of commitment may use formatting common to those documents, but the pages must be easy to read. All of your appendices must be uploaded as a single, consolidated file in the Attachments section of your Grants.gov application.

c. Project Abstract Summary Format

You must complete the Project Abstract Summary form provided in the application package. The abstract will be used to provide reviewers with an overview of the application and

will form the basis for the application summary in grants management and program summary documents. If your project is funded, HHS may publish information from your form; therefore, do not include sensitive or proprietary information.

d. Budget Narrative Format

The Budget Narrative should use the formatting required of the Project Narrative for the explanatory text. Budget tables may be single-spaced but should be laid out in an easily-readable format and within the printable margins of the page.

3. Application Content

Successful applications will contain the following information:

a. Project Narrative Content

The Project Narrative is the most important part of the application, since it will be used as the primary basis to determine whether your project meets the minimum requirements for an award under this announcement. The Project Narrative should provide a clear and concise description of your project.

HHS/OASH recommends that your project narrative include the following components: 1) Statement of Need, 2) Proposed Approach, and 3) Organizational Capacity. To facilitate the review of your application we suggest organizing your narrative by these headings.

You must identify an urban (as defined by the U.S. Census Bureau) or rural (as defined by HRSA) area of focus in the first sentence of your Project Narrative.

(1) Statement of Need

Describe the scope of the problem that will be addressed by the proposed project including, the population(s) and geographic area of focus, including the disproportionate impact of COVID-19 on racial and ethnic minority populations in the geographic area of focus.

Provide a table, as an appendix, using quantitative data to describe the target populations at highest risk for experiencing disparities in COVID-19 outcomes. These data should include: (a) racial/ethnic minority populations, (b) COVID-19 positivity rate, (c) households with more persons than rooms, (d) uninsured populations, and (e) populations with Limited English Proficiency consistent with data in the Social Vulnerability Index (https://svi.cdc.gov/prepared-county-maps.html). Alternate data sources can be used, if the SVI data are not available.

(2) Proposed Approach

Describe the project goals, objectives and proposed outcomes. Describe the approach to address the problem described in Section B.2 Expectations. At a minimum, you should:

- Demonstrate how health literacy strategies will be implemented to advance Healthy People 2030 objectives HC/HIT-01, HC/HIT-02 and HC/HIT-03, and improve adherence to COVID-19 public health practices with high-risk and underserved racial and ethnic minority populations in the geographic area of focus.

- Provide a list, as an appendix, that identifies the types of partners and their role in developing and implementing the health literacy and sustainability plans.

- Describe the quality improvement approach that will be used to refine health literacy strategies that support the access, use and outcomes of COVID-19 health information and services for the populations in the geographic area of focus.

- Describe the evaluation approach that will be used to determine whether the health literacy intervention was implemented in adherence with the National CLAS Standards, whether it reached its target population described in the Disparity Impact Statement, and whether there were any changes in access, use and outcomes of program activities, especially COVID-19 testing, contact tracing, vaccination. Include a description of how data stratified by demographic characteristics will be used to advance Healthy People 2030 objectives HC/HIT-01, HC/HIT-02, HC/HIT-03 and IID-D02.

(3) Organizational Capacity

Describe a strategy for minimizing delays in project start-up activities and the roles and responsibilities of project leadership (Principal Investigator and Project Director) in providing project management and oversight.

Provide a chart, as an appendix, outlining the current and anticipated staffing who will be responsible for implementing for key tasks and monitoring the project's ongoing progress.

Identify the Minority Serving Institution (Appendix G) or other institution/organization that will be responsible for quality improvement and program evaluation and a brief summary of the individual's and institution/organization's qualifications. Describe the degree of independence the evaluator will have. To the extent possible, the applicant should document the level of commitment of any partners as described below in the Appendices (Section F.3.c).

b. Budget Narrative Content

You must complete the required budget forms and submit a budget narrative with detailed justification as part of your application. You must enter the project budget on the Budget Information Non-construction Programs standard form (SF 424A) according to the directions provided with this standard form. The budget narrative consists of a detailed line-item budget that includes calculations for all costs and activities by "object class categories" identified on the SF-424A and justification of the costs. You must indicate the method you are selecting for your indirect cost rate. See Indirect Costs below for further information.

Project budget calculations must include estimation methods, quantities, unit costs, and other similar quantitative detail sufficient to verify the calculations. If matching or cost sharing is required, you must include a detailed listing of any funding sources identified in box 18 of the SF-424 (Application for Federal Assistance).

Please be sure to carefully review section F.7 Funding Restrictions for specific information regarding allowable, unallowable, and restricted costs.

You must provide an object class category budget using Section B, box 6 of the SF 424A for the first year of the proposed project. Provide a budget justification, which includes explanatory text and line-item detail, for the first year of the proposed project. The budget narrative should describe how the categorical costs are derived. Discuss the necessity, reasonableness, and allocation of the proposed costs.

For subsequent budget years, provide a summary narrative and line item budget. For categories or items that differ significantly from the first budget year, provide a detailed justification explaining these changes. Note, **do not** include costs beyond the first budget year in the object class budget in box 6 of the SF- 424A or box 18 of the SF-424; the amounts entered in these sections should only reflect the first budget year.

Your budget narrative should justify the overall cost of the project as well as the proposed cost per activity, service delivered, and/or product. For example, the budget narrative should define the amount of work you have planned and expect to perform, what it will cost, and an explanation of how the result is cost effective. For example, if you are proposing to provide services to clients, you should describe how many clients are you expecting to serve, the unit cost of serving each client, and how this is cost effective.

Use the following guidelines for preparing the detailed object class budget required by box 6 of the SF-424A. The object class budget organizes your proposed costs into a set of defined categories outlined below. Both federal and non-federal resources (when required) must be detailed and justified in the budget narrative. "Federal resources" refers only to the HHS/OASH funds for which you are applying. "Non-federal resources" are all other non-HHS/OASH federal and non-federal resources. We recommend you present budget amounts and computations in a columnar format: first column, object class categories; second column, federal funds requested; third column, non-federal resources; and last column, total budget.

Sample Budget Table

Object Class	Federal Funds Requested	Non-federal Resources	Total Budget
Personnel	$100,000	$25,000	$125,000

Note, subrecipient/contract and consultant detailed costs should all be included in those specific line items, not in the overall project object class line items, e.g., subrecipient travel should be included in the Contractual line item not in Travel.

(1) Object Class Descriptions and Required Justifications

(a) Personnel Description

Costs of staff salaries and wages, excluding benefits.

(b) Personnel Justification

Clearly identify the project director or principal investigator, if known at the time of application. Provide a separate table for personnel costs detailing for each proposed staff person: the title; full name (if known at time of application), time commitment to the project as a percentage or full-time equivalent: annual salary and/or annual wage rate; federally funded award salary; non-federal award salary, if applicable; and total salary. No salary rate may exceed the

statutory limitation in effect at the time you submit your application (see Section F.7.2) Funding Restrictions, *Salary Rate Limitation* for details). Do not include the costs of consultants, personnel costs of delegate agencies, or of specific project(s) and/or businesses to be financed by the applicant. Contractors and consultants should not be placed under this category.

Sample Personnel Table

Position Title and Full Name	Percent Time	Annual Salary	Federally-funded Salary	Non-federal Salary	Total Project Salary
Project Director, John K. Doe	50%	$100,000	$50,000	$0	$50,000
Data Assistant, Susan R. Smith	10%	$30,000		$3,000	$3,000

(c) Fringe Benefits Description

Costs of employee fringe benefits unless treated as part of an approved indirect cost rate.

(d) Fringe Benefits Justification:

Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, Federal Insurance Contributions Act (FICA) taxes, retirement insurance, and taxes.

(e) Travel Description

Costs of travel by staff of the applicant organization only.

(f) Travel Justification

For each trip proposed for applicant organization staff only, show the date of the proposed travel, total number of traveler(s); travel destination; duration of trip; per diem; mileage allowances, if privately owned vehicles will be used; and other transportation costs and subsistence allowances. **Do not** include travel costs for subrecipients or contractors.

(g) Equipment Description

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. (Note: Acquisition cost means the cost of the asset including the cost to ready

the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Acquisition costs for software includes those development costs capitalized in accordance with generally accepted accounting principles (GAAP). Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in or excluded from the acquisition cost in accordance with the non- Federal entity's regular accounting practices.) See 45 C.F.R. § 75.2 for additional information.

(h) Equipment Justification

For each type of equipment requested you must provide a description of the equipment; the cost per unit; the number of units; the total cost; and a plan for use of the equipment in the project; as well as a plan for the use, and/or disposal of, the equipment after the project ends. An applicant organization that uses its own definition for equipment should provide a copy of its policy, or section of its policy, that includes the equipment definition; include this with your Budget Narrative file. Reference the policy in this justification and include the policy copy in your Budget Narrative file (not your appendices).

(i) Supplies Description

Costs of all tangible personal property other than those included under the Equipment category. This includes office and other consumable supplies with a per-unit cost of less than $5,000.

(j) Supplies Justification

Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.

(k) Contractual Description

Costs of all contracts or subawards for services and goods except for those that belong under other categories such as equipment, supplies, construction, etc. Include third-party evaluation contracts, if applicable, and contracts or subawards with subrecipient organizations (with budget detail), including delegate agencies and specific project(s) and/or businesses to be financed by the applicant. This line item is not for individual consultants.

(l) Contractual Justification

Demonstrate that all procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open, and free competition. Recipients and subrecipients are required to use 45 CFR § 75.329 procedures and must justify any anticipated procurement action that is expected to be awarded without competition and exceeds the simplified acquisition threshold fixed by 41 U.S.C. § 134 and currently set at $250,000. Recipients may be required to make pre-award review and procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., available to HHS/OASH.

Note: Whenever you intend to delegate part of the project to another agency, you must provide a detailed budget and budget narrative for each subrecipient/contractor, by agency title, along with the same supporting information referred to in these instructions. If you plan to select the subrecipients/contractors post-award and a detailed budget is not available at the time of application, you must provide information on the nature of the work to be delegated, the estimated costs, and the process for selecting the delegate agency.

(m)Other Description

Enter the total of all other costs. Such costs, where applicable and appropriate, may include but are not limited to: consultants; insurance; professional services (including audit charges); space and equipment rent; printing and publication; training, such as tuition and stipends; participant support costs including incentives, staff development costs; and any other costs not addressed elsewhere in the budget.

(n) Other Justification

Provide computations, a narrative description, and a justification for each cost under this category.

(o) Indirect Costs Description

Total amount of indirect costs. This category has one of two methods that you may select. You may only select one.

- Your organization currently has an indirect cost rate approved by the Department of Health and Human Services (HHS) or another cognizant federal agency. You should enclose a copy of the current approved rate agreement in your Budget Narrative file. If you request a rate that is less than allowed, your authorized representative must submit a signed

acknowledgement that the organization is accepting a lower rate than allowed.

- Per 45 CFR § 75.414(f) Indirect (F&A) costs, "any non-Federal entity [i.e., applicant] that has never received a negotiated indirect cost rate, … may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 75.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time."

  This method only applies if you have never received an approved negotiated indirect cost rate from HHS or another cognizant federal agency. If you are waiting for approval of an indirect cost rate, you may request the 10% de minimis rate. If you choose this method, costs included in the indirect cost pool must not be charged as direct costs to the award.

(p) Indirect Costs Justification

Provide the calculation for your indirect costs total, i.e., show each line item included in the base, the total of these lines, and the application of the indirect rate. If you have multiple approved rates, indicate which rate as described in your approved agreement is being applied and why that rate is being used. For example, if you have both on-campus and off-campus rates, identify which is being used and why.

(q) Program Income Description

Program income means gross income earned by your organization that is directly generated by this project if funded except as provided in 45 CFR § 75.307(f). Program income includes but is not limited to income from fees for services performed or the use or rental of real or personal property acquired under the award. Interest earned on advances of Federal funds is not program

income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See also 45 CFR §§ 75.307, 75.407 and 35 U.S.C. §§ 200-212 (applies to inventions made under Federal awards).

(r) Program Income Justification

Describe and estimate the sources and amounts of program income that this project may generate if funded. Unless being used for cost sharing, if applicable, these funds should not be added to your budget. This amount should be reflected in box 7 of the SF-424A.

(s) Non-Federal Resources Description

Amounts of non-federal resources that will be used to support the project as identified in box 18 of the SF-424. For all federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the recipient's cost sharing or matching when such contributions meet all of the criteria listed in 45 CFR § 75.306.

For awards that require matching by statute, you will be held accountable for projected commitments of non-federal resources in your application budgets and budget justifications by budget period or by period of performance for fully-funded awards, even if the justification by budget period, or by period of performance for fully-funded awards, exceeds the amount required. Your failure to provide the required matching amount may result in the disallowance of federal funds. If you are funded, you will be required to report these funds on your Federal Financial Reports.

For awards that do not require matching or cost sharing by statute or regulation, where "cost sharing" refers to costs of a project in addition to Federal funds requested that you voluntarily propose in your budget, if your application is successful, we will include this non-federal cost sharing in the approved project budget and you will be held accountable for the non-federal cost-sharing funds as shown in the Notice of Award (NOA). Your failure to provide voluntary cost sharing of non-federal resources that have been accepted by HHS/OASH as part of the approved project costs and that are shown as part of the approved project budget in the NOA may result in the disallowance of federal funds. If you are funded, you will be required to report these funds on your Federal Financial Reports. Note, you will not receive any preference, priority, or special

consideration in the funding process for voluntarily including non-Federal cost sharing in your proposed budget.

(t) Non-federal Resources Justification

You must provide detailed budget information for every funding source identified in box 18. "Estimated Funding ($)" on the SF-424. Provide this documentation as part of your Budget Narrative file, not your Appendices.

You must fully identify and document in your application the specific costs or contributions you propose in order to meet a matching requirement. You must provide documentation in your application on the sources of funding or contribution(s). In-kind contributions must be accompanied by a justification of how the stated valuation was determined. Matching or cost sharing must be documented by budget period (or by period of performance for fully-funded awards). If your application does not include the required supporting documentation for required or voluntary cost-sharing or matching, it will be disqualified from competitive review.

(2) Plan for Oversight of Federal Award Funds

You must include a plan for oversight of federal award funds which describes:

- how your organization will provide oversight of federal funds and how award activities and partner(s) will adhere to applicable federal award and programmatic regulations. Include identification of risks specific to your project as proposed and how your oversight plan addresses these risks.

- the organizational systems that demonstrate effective control over and accountability for federal funds and program income, compare outlays with budget amounts, and provide accounting records supported by source documentation.

- for any program incentives proposed, the specific internal controls that will be used to ensure only qualified participants will receive them and how they will be tracked.

- organizational controls that will ensure timely and accurate submission of Federal Financial Reports to the OASH Grants and Acquisitions Management Division via the Payment Management System as well as

timely and appropriate withdrawal of cash from the Payment Management System.

If your internal controls are available online, you may provide the link as part of your plan in the budget narrative. We have also included in Appendix F which contains questions applicants may find useful in considering their Plan for Oversight of Federal Funds.

c. Appendices

All items described in this section will count toward the total page limit of your application. You must submit them as **a single electronic file** uploaded to the Attachments section of your Grants.gov application.

(1) Project Partners

Include a table that lists partners that have been identified to develop and implement the project. The list of partners should include the partners that provide Letters of Commitment and specific roles, responsibilities, resources, and contributions of each partner.

(2) Documentation of Commitment from Partners, Subrecipient Organizations, and Agencies.

If available at the time of submission, signed MOAs or signed Letters of Commitment (LOCs) may be submitted for each partner (or one signed MOA with all partners) and include specific roles, responsibilities, resources, and contributions of partner(s) to the project. A signed MOA or LOC should be submitted for the Minority Serving Institution that will partner for the quality improvement and program evaluation. If the applicant is unable to submit signed MOAs, the applicant should submit an unsigned MOA(s). Signed MOAs and LOCs must detail the specific role and resources that will be provided, or activities that will be undertaken, in support of the applicant. The organization's expertise, experience, and access to the targeted population(s) should also be described in the MOA or LOC. Fully executed MOAs for all partners, subrecipients, and agencies will be required within 30 days following the issuance of any award made under this announcement.

Letters of commitment are not the same as letters of support. Letters of support are letters that are general in nature that speak to the writer's belief in the capability of an applicant to accomplish a goal/task. Letters of support also may indicate an intent or interest to work together in the future, but they lack specificity. You should NOT provide letters of support, and letters of support such as this will not be considered during the review.

(3) Organizational Chart

Include an organizational chart that reflects the management structure for the project and demonstrates where the project resides within the greater organization. The chart should include a separate table that outlines the current and anticipated staffing who will be responsible for implementing for key tasks and monitoring the project's ongoing progress.

(4) Summary Bios for Key Project Personnel

You must submit with your application summary resume/biographical sketch not to exceed 2 pages per person for the Project Director/Principal Investigator and all other Key Personnel. You may use a format similar to the NIH biographical sketch (https://grants.nih.gov/grants/forms/biosketch.htm). Key Personnel includes those individuals who will oversee the technical, professional, managerial, and support functions and/or assume responsibility for assuring the validity and quality of your organization's program. This includes at a minimum Program Manager/Program Coordinator. We encourage individuals to use their full name (first, middle, last) on these documents to distinguish them for verification in the System for Award Management exclusion records. Failure to include a full name may delay review of your application.

(5) Project Target Population

You must submit with your application a table outlining the target population to receive services and supports within the identified geographic area of focus using quantitative data. The data should include: (a) racial/ethnic minority populations, (b) COVID-19 positivity rate, (c) households with more persons than rooms, (d) uninsured populations, and (e) populations with Limited English Proficiency consistent with data in the Social Vulnerability Index (https://svi.cdc.gov/prepared-county-maps.html). Alternate data sources can be used, if the SVI data are not available, to describe the target population.

4. Unique Entity Identifier and System for Award Management (SAM)

You are required to provide a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal awards through Grants.gov. It is a unique, nine-digit identification number, which provides unique identifiers of single business entities. The DUNS number is free and easy to obtain. If you do not currently have a DUNS number, please

contact Grants.gov to create a temporary DUNS number if you are unable to complete the SAM registration process prior to submitting your application.

You will find instructions on the Grants.Gov web site as part of the organization registration process at http://www.grants.gov/web/grants/applicants/organization-registration.html.

Your organization must register online in the System for Award Management (SAM). Under normal operating procedures Grants.gov will reject submissions from applicants with nonexistent or expired SAM Registrations. Because of the public health emergency with COVID-19, the requirement for SAM registration at the time of submission has been waived. Grants.gov will temporarily allow submissions without a current SAM registration. A completed registration in SAM may be required prior to receiving any award based on your application.

If you are registering a new entity or renewing your registration, you must submit a notarized letter formally appointing an Entity Administrator to SAM.GOV For detailed instructions on the content of the letter and process for domestic entities see: https://www.fsd.gov/gsafsd_sp?id=gsafsd_kb_articles&sys_id=86ab64e51b9ae050d3ab404fe54bcb6a.

A quick start guide for registrants is available at https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf. You should allow a minimum of five days to complete an initial SAM registration. Allow up to 10 business days after you submit your registration for it to be active in SAM. This timeframe may be longer if SAM flags the information you provide for manual validation. You will receive an email alerting you when your registration is active.

If your organization is already registered in SAM, you must renew your SAM registration each year. Organizations registered to apply for Federal awards through http://www.grants.gov will need to renew their registration in SAM. SAM has extended the expiration dates for registration renewals that may be delayed because of the public health emergency. Please review your status in SAM.

You should make sure your SAM registration information is accurate, especially your organization's legal name and physical address including your ZIP+4. Should you successfully compete and receive an award, this information must be included on a Notice of Award. For

instructions on updating this information see https://www.sam.gov/SAM/transcript/Quick_Guide_for_Updating_or_Renewing_SAM_Registrations.pdf.

It may take 24 hours or more for SAM updates to take effect in Grants.gov, so if you plan to apply for this funding opportunity or think you might apply, you should ensure your organization's registration is active in SAM well before the application deadline and will be active through the competitive review period.

If you are successful and receive an award, you must maintain an active SAM registration with current information at all times during which your organization has an active award or an application or plan under consideration by an HHS agency.

HHS/OASH cannot make an award until you have complied with these requirements as modified under the public health emergency. If you have not complied with these requirements, HHS/OASH:

- May determine that you are not qualified to receive an award; and
- May use that determination as a basis for making an award to another applicant.

Should you successfully compete and receive an award, all first-tier sub-award recipients must have a DUNS number (permanent or temporary) at the time you, the recipient, make a sub-award.

5. Submission Dates and Times

You must submit your application for this funding opportunity by **the date and time indicated in Section A.1 of this announcement.** Your submission time will be determined by the date and time stamp provided by Grants.gov when you **complete** your submission.

If you fail to submit your application by the due date and time, we will not review it, and it will receive no further consideration. You are strongly encouraged to submit your application a minimum of 3-5 days prior to the application closing date. Do not wait until the last day in the event you encounter technical difficulties, either on your end or with http://www.grants.gov . Grants.gov can take up to 48 hours to notify you of a successful or rejected submission. You are

better off having a less-than-perfect application successfully submitted and under consideration than no application.

If your submission fails due to a system problem with Grants.gov, we may consider your application if you provide verification from Grants.gov indicating system problems existed at the time of your submission **and that time was before the submission deadline**. A "system problem" does not include known issues for which Grants.gov has posted instructions regarding how to successfully submit an application such as compatible Adobe versions or file naming conventions. **As the applicant, it is your responsibility to review all instructions available on Grants.gov regarding successfully submitting an application.**

6. Intergovernmental Review

Applications under this announcement are subject to the requirements of Executive Order 12372, ''Intergovernmental Review of Federal Programs,'' as implemented by 45 CFR part 100, ''Intergovernmental Review of Department of Health and Human Services Programs and Activities.'' As soon as possible, you should discuss the project with the State Single Point of Contact (SPOC) for the State in which your organization is located. The current listing of the SPOCs is available at https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf.

The SPOC should forward any comments to the Department of Health and Human Services 1101 Wootton Parkway, Plaza Level, Rockville, MD 20852. The SPOC has 60 days from the due date listed in this announcement to submit any comments. For further information, contact the HHS/OASH Grants and Acquisitions Management Division at 240–453–8822 or OASH_Grants@hhs.gov.

7. Funding Restrictions

Direct and Indirect Costs proposed and, if successful, charged to the HHS/OASH award must meet the cost requirements of 45 CFR part 75 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards," Subpart E—Cost Principles. These requirements apply to you, the applicant, and any subrecipients. You should thoroughly review these regulations before developing your proposed budget.

Indirect costs may be included per 45 CFR § 75.414. See the Budget Narrative section of this announcement for more information. To obtain a negotiated indirect cost rate with the Federal Government you may contact the U.S. Department of Health and Human Services Cost Allocation Services (CAS) regional office that is applicable to your State. CAS regional contact information is available at https://rates.psc.gov/fms/dca/map1.html.

a. Pre-Award Costs

Pre-award costs (per 45 CFR § 75.458) are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the HHS awarding agency.

Pre-award costs are NOT allowed.

b. Salary Rate Limitation:

Each year's appropriations act limits the salary rate that we may award and you may charge to HHS/OASH grants and cooperative agreements. You should not budget award funds to pay the salary of an individual at a rate in excess of Federal Executive Pay Scale Executive Level II. As of January 2021, the Executive Level II salary is $199,300. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual working on the award project may be permitted to earn outside of the duties to the applicant organization. This salary rate limitation also applies to subawards/subcontracts under an HHS/OASH award.

An example of the application of this limitation for an individual devoting 50% of their time to this award is broken down below:

Individual's *actual* base full time salary: $350,000 50% of time devoted to project, i.e., 0.5 FTE	
Direct salary ($350,000 x 0.5)	$175,000
Fringe (25% of salary)	$43,750
Total	$218,750

Amount that may be claimed on the application budget due to the legislative salary rate limitation: Individual's base full time salary *adjusted* to Executive Level II: $199,300 with 50% of time devoted to the project	
Direct salary ($199,300 x 0.5)	$99,650
Fringe (25% of salary)	$24,913
Total amount allowed	$124,563

Appropriate salary rate limits will apply as required by law.

8. Other Submission Requirements

a. Electronic Submission

HHS/OASH requires that all applications be submitted electronically via the Grants.gov portal unless an exemption has been granted. If you submit an application via any other means of electronic communication, including facsimile or electronic mail, it *will not* be accepted for review unless you receive an exemption as described in the DATES section of this announcement.

You may access the Grants.gov website portal at http://www.grants.gov.

Applications, excluding required standard forms, must be submitted as three (3) files (see acceptable file types below). One file must contain the entire Project Narrative, another the entire Budget Narrative including supporting documentation described in the Budget Narrative content section; and the third file must contain all documents in the Appendices. Any additional files submitted as part of the Grants.gov application will not be accepted for processing and will be excluded from the application during the review process.

Any files uploaded or attached to the Grants.gov application must be Adobe PDF, Microsoft Word, or image formats (JPG, GIF, TIFF, or BMP only) and must contain a valid file format extension in the filename. HHS/OASH strongly recommends that electronic applications be uploaded as Adobe PDF. If you convert to PDF prior to submission you may prevent any unintentional formatting that might occur with submission of an editable document. Please note, even though Grants.gov allows you to attach any file format as part of your application,

HHS/OASH restricts this practice and only accepts the file formats identified above. Any file submitted as part of the Grants.gov application that is not in a file format listed above will not be accepted for processing and will be excluded from the application during the review process.

Any file submitted as part of the Grants.gov application that contains password protection will not be accepted for processing and will be excluded from the application during the review process. We will not contact you for passwords or resubmission of unprotected files. Unprotected information in the application will be forwarded for consideration but password protected portions will not. You should avoid submitting personally identifiable information such as personal contact information on résumés.

In addition, the use of compressed file formats such as ZIP, RAR, or Adobe Portfolio will not be accepted. We will not contact you for resubmission of uncompressed versions of files. Compressed information in the application will not be forwarded for consideration.

You must submit your application in a format that can easily be copied and read by reviewers. We do not recommend that you submit scanned copies through Grants.gov unless you confirm the clarity of the documents. Pages cannot be reduced resulting in multiple pages on a single sheet to avoid exceeding the page limitation. If you submit documents that do not conform to these instructions, we will exclude them from your application during the review process.

b. Important Grants.gov Information

You may access the electronic application for this program on http://www.grants.gov. You must search the downloadable application page by the Funding Opportunity Number or Assistance Listing (formerly, CFDA) number, both of which can be found on page 1 of this funding opportunity announcement.

To ensure successful submission of your application, you should carefully follow the step-by-step instructions provided at http://www.grants.gov/web/grants/applicants/apply-for-grants.html . These instructions are kept up-to-date and also provide links to Frequently Asked Questions and other troubleshooting information. **You are responsible for reviewing all Grants.gov submission requirements on the Grants.gov site.**

You should contact Grants.gov with any questions or concerns regarding the electronic application process conducted through Grants.gov. See Contacts below. See Section F.4 for requirements related to DUNS numbers and SAM registration.

G. APPLICATION REVIEW INFORMATION

1. Criteria

Federal staff and an independent review panel will assess all eligible applications according to the following three equally-weighted criteria: 1) statement of need, 2) proposed approach, and 3) organizational capacity. Disqualified applications will not be reviewed against these criteria

a. Statement of Need

- How well does the applicant describe the problem and contributing factors of the problem to demonstrate need for the project?
- How well is the population(s) and geographic area of focus described using data on demographic characteristics (e.g., race/ethnicity, rural/urban, limited English proficiency) and characteristics associated with social vulnerability and individuals at highest risk for experiencing disparities in COVID-19 outcomes (e.g., COVID-19 positivity per capita rate, CDC SVI index rating)?
- How well does the applicant demonstrate understanding of disproportionate impact of COVID-19 on high-risk and underserved racial and ethnic minority populations in the geographic area of focus?
- How well does the applicant describe the approach for developing a disparity impact statement?

b. Proposed Approach

- How well does the applicant describe and discuss project details, including the project goals, objectives, and proposed outcomes?
- How feasible, data-driven and culturally and linguistically appropriate is the proposed approach for applying health literacy strategies to improve the access, use and outcomes of COVID-19 health information and services for the population of focus?

- How well does the applicant describe the approach for implementing health literacy strategies to address the Health People objectives HC/HIT-01, HC/HIT-02 and HC/HIT-03?

- To what extent are the proposed outcome(s) feasible, measurable and unambiguously aligned with the program goals and objectives?

- How well does the applicant describe partnerships with community-based organizations to support the development and implementation of the health literacy plan and sustainability plan?

- How well does the applicant describe an adequate quality improvement approach to refine interventions and support improved health literacy related to the access, use and outcomes of COVID-19 health information and services for the populations in the geographic area of focus?

- How adequate and feasible is the evaluation approach for determining whether the health literacy intervention was implemented in adherence with the National CLAS Standards, whether it reached its target population described in the Disparity Impact Statement, and whether there were any changes in access, use and outcomes of COVID-19 vaccination, testing, and related activities (e.g., contact tracing, preventive behaviors)? How adequately does the applicant describe the use of data, stratified by demographic characteristics, to advance Healthy People 2030 objectives HC/HIT-01, HC/HIT-02, HC/HIT-03 and IID-D02?

c. Organizational Capacity

- How well does the applicant demonstrate a strategy for minimizing start-up delays?

- How adequate are the roles and responsibilities of project leadership in providing project management and oversight? How well does the organizational chart demonstrate adequate project staffing?

- How well does the applicant describe the partnership with an institution/organization for quality improvement and program evaluation?

2. Review and Selection Process

Each HHS/OASH Program's office is responsible for facilitating the process of evaluating applications and setting funding levels according to the criteria set forth above.

An independent review panel will evaluate applications that meet the responsiveness criteria, if applicable, and are not disqualified. These reviewers are experts in their fields, and are drawn from academic institutions, non-profit organizations, state and local government, and Federal government agencies. Based on the Application Review Criteria as outlined under Section E.1, the reviewers will comment on and evaluate the applications, focusing their comments and reviews on the identified criteria. In addition to the independent review panel, Federal staff will review each application for programmatic, budgetary, and grants management compliance.

The Deputy Assistant Secretary for Minority Health will provide recommendations for funding to the Grants Management Officer to conduct risk analysis.

In providing these recommendations, the Deputy Assistant Secretary for Minority Health will take into consideration the following additional factor(s) in no particular order:

- Applicants serving localities with the highest social vulnerability. This may be determined by being in the top 4th as defined by the CDC's Social Vulnerability Index (SVI) county maps at https://svi.cdc.gov/prepared-county-maps.html, or alternate similar data source if SVI is not available.

- Applicants with identified Minority Serving Institution partners. Minority Serving Institutions are defined by the U.S. Department of Education as a category of institutions of higher education enrolling

populations with significant percentages of undergraduate minority students, or that serve certain populations of minority students under various programs created by Congress. Find the full definition and list of Minority Serving Institutions here: https://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.
See Appendix G for a list of Minority Serving Institutions, which can also be found here https://www.minorityhealth.hhs.gov/assets/PDF/2020_Minority_Serving_Institutions.pdf.

Find additional information on Minority Serving Institutions here: https://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

- Equitable geographic distribution.

3. Review of Risk Posed by Applicant

The HHS/OASH will evaluate, in accordance with 45 CFR § 75.205, each application recommended for funding by the program official indicated in Review and Selection Process for risks before issuing an award. This evaluation may incorporate results of the evaluation of eligibility or the quality of an application. If we determine that a Federal award will be made, special conditions that correspond to the degree of risk assessed will be applied to the Federal award. Such conditions may include additional programmatic or financial reporting or releasing funds on a reimbursable rather than cash advance basis. OASH will use a risk-based approach and may consider any items such as the following:

a. Your financial stability;
b. Quality of management systems and ability to meet the management standards prescribed in 45 CFR part 75;
c. History of performance. Your record in managing Federal awards, if you are a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of

previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;

d. Reports and findings from audits performed; and
e. Your ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

Prior to making a Federal award with a total Federal share greater than the simplified acquisition threshold (currently $250,000), we are required to review and consider any information about you that is in the designated integrity and performance system accessible through the System for Award Management (SAM) (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)).You may, at your option, review information in SAM and comment on any information about yourself that a Federal awarding agency previously entered and is currently available through SAM. We will consider any comments by you, in addition to the other information in the designated system, in making a judgment about your integrity, business ethics, and record of performance under Federal awards when completing the review of risk.

If we do not make an award to you because we determine your organization does not meet either or both of the minimum qualification standards as described in 45 CFR §75.205(a)(2), we must report that determination to FAPIIS, if certain conditions apply. At a minimum, the information in the system if you are a prior Federal award recipient must "demonstrate a satisfactory record of executing programs or activities under Federal grants, cooperative agreements, or procurement awards; and integrity and business ethics." 45 CFR § 75.205(a)(2); see also 45 CFR §75.212 for additional information.

4. Final Award Decisions, Anticipated Announcement, and Federal Award Dates

Upon completion of risk analysis and concurrence of the Grants Management Officer, HHS/OASH will issue Notices of Award. No award decision is final until a Notice of Award is issued. All award decisions, including level of funding if an award is made, are final and you may not appeal.

HHS/OASH seeks to award funds as much in advance of the anticipated project start date shown in Section B "Federal Award Information," as practicable. Note this is an estimated start

date and award announcements may be made at a later date and with a later period of performance start date.

H. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

HHS/ OASH does not release information about individual applications during the review process. If you would like to track your application, please see instructions at http://www.grants.gov/web/grants/applicants/track-my-application.html. The official document notifying you that an application has been approved for funding is the Notice of Award (NOA), approved by a Grants Management Officer of the HHS/OASH GAM. If you are successful, you will receive this document via system notification from our grants management system (Grant Solutions) and/or via e-mail. This document notifies the successful recipient of the amount awarded, the purposes of the award, the anticipated length of the period of performance, terms and conditions of the award, and the amount of funding to be contributed by the recipient to project costs, if applicable.

If you receive an NOA, we strongly encourage you to read the entire document to ensure your organization's information is correct and that you understand all terms and conditions. You should pay specific attention to the terms and conditions, as some may require a time-limited response. The NOA will also identify the Grants Management Specialist and Program Project Officer assigned to the award for assistance and monitoring.

If you are unsuccessful or deemed ineligible according to the disqualification criteria, you will be notified by HHS/OASH by email and/or letter. If your application was reviewed by the independent review panel, you may receive summary comments pertaining to the application resulting from the review process. On occasion, you may receive a letter indicating that an application was approved but unfunded. These applications may be kept active for one year and may be considered for award without re-competing should funds become available during the hold period.

2. Administrative and National Policy Requirements

If you are successful and receive a Notice of Award, in accepting the award, you agree that the award and any activities thereunder are subject to all provisions of 45 CFR part 75, currently

in effect or implemented during the period of the award, other Department regulations and policies in effect at the time of the award, and applicable statutory provisionsIn addition, your organization must comply with all terms and conditions outlined in the Notice of Award, the U.S. Department of Health and Human Services (HHS) Grants Policy Statement (GPS), requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, as well as any requirements or limitations in any applicable appropriations acts. The current HHS GPS is available at http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf. Please note HHS plans to revise the HHS GPS to reflect changes to the regulations; 45 CFR parts 74 and 92 have been superseded by 45 CFR part 75.

You may only use award funds to support activities outlined in the approved project plan. If your application is funded, your organization will be responsible for the overall management of activities within the scope of the approved project plan. Please consult the HHS GPS Section II and 45 CFR § 75.308 for aspects of your funded project that will require prior approval from the Grants Management Officer for any changes. Modifications to your approved project that will require prior approval include, but are not limited to: a change in the scope or the objective(s) of the project or program (even if there is no associated budget revision, such as reduction in services, closing of service or program site(s)); significant budget revisions, including changes in the approved cost-sharing or matching; a change in a key person specified in your application; reduction in time devoted to the project by the approved project director or principal investigator, either as percentage of full-time equivalent of 25% or more or absence for 3 months or more; or the subawarding, transferring or contracting out of any work that was not described in the approved proposal.

3. Program Specific Terms and Conditions

Notices of award may include one or more of the following special conditions:

a. If not registered at time of award, submission of documentation of a valid SAM registration within 30 days of the beginning of the period of performance.

b. Submission of all Institutional Review Board approvals prior to the start of any work requiring approval. (Section H.14)
c. Incremental spending rates (for example, 25% of the total federal budget awarded each 6 months) that can be modified with prior written approval by the grants management officer.
d. Other reporting as may be required by statute for the funding awarded under this announcement.
e. Submission of more detailed planning documents consistent with the project and budget narratives submitted in your application, including but not limited to:
   (1) Confidentiality Plan
   (2) Work Plan
   (3) Disparity Impact Statement
   (4) Health Literacy Plan that incorporates the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care
   (5) Evaluation Plan

4. Closeout of Award

Upon expiration of your period of performance, if we do not receive acceptable final performance, financial, and/or cash reports in a timely fashion within the closeout period, and we determine that closeout cannot be completed with your cooperation or that of the Principal Investigator/ Project Director, we will complete a unilateral closeout. (See H.14 Reporting below for closeout reporting requirements). As a result, we will be required to report your material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). We may also determine that enforcement actions are necessary, including on another existing or future award, such as withholding support or a high-risk designation.

5. Lobbying Prohibitions

You shall not use any funds from an award made under this announcement for other than normal and recognized executive legislative relationships. You shall not use funds for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

You shall not use any funds from an award made under this announcement to pay the salary or expenses of any employee or subrecipient, or agent acting for you, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State or local government in policymaking and administrative processes within the executive branch of that government.

The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

6. Non-Discrimination Requirements

Pursuant to Federal civil rights laws, if you receive an award under this announcement you must not discriminate on the basis of race, color, national origin, disability, age, and in some cases sex and religion. The HHS Office for Civil Rights provides guidance for complying with civil rights laws that prohibit discrimination. See https://www.hhs.gov/civil-rights/index.html.

HHS provides guidance to recipients of federal financial assistance on meeting the legal obligation to take reasonable steps to provide meaningful access to persons with limited English proficiency. See *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*,

68 Fed. Reg. 47311, 47313 (HHS Office for Civil Rights, 2003, www.gpo.gov/fdsys/pkg/FR-2003-08-08/pdf/03-20179.pdf) You must ensure your contractors and subrecipients also comply with federal civil rights laws.

The *National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care* (National CLAS Standards), 78 Fed. Reg. 58539, 58543 (HHS Office of Minority Health, 2013, www.gpo.gov/fdsys/pkg/FR-2013-09-24/pdf/2013-23164.pdf), provides a practical framework for applicants to provide quality health care and services to culturally and linguistically diverse communities, including persons with limited English proficiency. Compliance with the National CLAS Standards meets the legal obligation to take reasonable steps to provide meaningful access to persons with limited English proficiency.

7. Smoke- and Tobacco-free Workplace

The HHS/OASH strongly encourages all award recipients to provide a smoke-free workplace and to promote the non-use of all tobacco products. This is consistent with the HHS/OASH mission to protect and advance the physical and mental health of the American people.

8. Acknowledgement of Funding

Each year's annual appropriation requires that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all organizations receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

You must also acknowledge Federal support in any publication you develop using funds awarded under this program, with language such as:

> This [project/publication/program/website, etc.] was supported by [Award Number] issued by the Office of the Assistant Secretary for Health of the U.S.

Department of Health and Human Services (HHS) as part of a financial assistance award totaling $XX with 100 percent funded by the Office of Minority Health/OASH/HHS.

Recipients must also include a disclaimer stating the following

The contents are solely the responsibility of the author(s) and do not necessarily represent the official views of, nor an endorsement by the Office of Minority Health/OASH/HHS, or the U.S. Government. For more information, please visit https://minorityhealth.hhs.gov.

9. HHS Rights to Materials and Data

All publications you develop or purchase with funds awarded under this announcement must be consistent with the requirements of the program. You own the copyright for materials that you develop under this award, and pursuant to 45 CFR § 75.322(b), HHS reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use those materials for Federal purposes, and to authorize others to do so. In addition, pursuant to 45 CFR § 75.322(d), the Federal government has the right to obtain, reproduce, publish, or otherwise use data produced under this award and has the right to authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

10. Trafficking in Persons

Awards issued under this funding opportunity announcement are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) (https://www.govinfo.gov/content/pkg/USCODE-2010-title22/html/USCODE-2010-title22-chap78-sec7104.htm).

11. Efficient Spending

This award may also be subject to the HHS Policy on Promoting Efficient Spending: Use of Appropriated Funds for Conferences and Meetings, Food, Promotional Items, and Printing and Publications available at http://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending/

12. Whistleblower Protection

If you receive an award, you will be subject to a term and condition that applies the terms of 48 CFR § 3.908 to the award, and requires that you inform your employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712 in the predominant native language of the workforce.

13. Prohibition on certain telecommunications and video surveillance services or equipment.

As described in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or spending grant funds (to include direct and indirect expenditures as well as cost share and program) to:

a. Procure or obtain;
b. Extend or renew a contract to procure or obtain; or
c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
   (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
   (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
   (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director

of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

14. Human Subjects Protection

Federal regulations (45 CFR Part 46) require that applications and proposals involving human subjects must be evaluated with reference to the risks to the subjects, the adequacy of protection against these risks, the potential benefits of the research to the subjects and others, and the importance of the knowledge gained or to be gained. If research involving human subjects is anticipated, you must meet the requirements of the HHS regulations to protect human subjects from research risks as specified in 45 CFR part 46. You may find it online at http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html.

Applicants that plan to engage in research involving human subjects are encouraged to provide information regarding participation in research in their recruitment efforts and provide a link to www.hhs.gov/about-research-participation.

OASH may require, as part of any award, the submission of all IRB approvals within 5 days of the IRB granting the approval and before any work requiring IRB approval begins.

15. Research Integrity

An applicant for or recipient of PHS support for biomedical or behavioral research, research training or activities related to that research or research training must comply with 42 C.F.R. part 93, including have written policies and procedures for addressing allegations of research misconduct that meet the requirements of part 93, file an Assurance of Compliance with the Office of Research Integrity (ORI), and take all reasonable and practical steps to foster research integrity consistent with 42 C.F.R. § 93.300. The assurance must state that the recipient (1) has written policies and procedures in compliance with this part for inquiring into and investigating allegations of research misconduct; and (2) complies with its own policies and procedures and the requirements of part 93. More information is available at ori.hhs.gov/assurance-program.

16. Reporting

a. Performance Reports

You must submit performance reports on a quarterly basis, subject to any special conditions that may apply to your award. Your performance reports must address content required by 45 CFR § 75.342(b)(2). The awarding program office may provide additional guidance on the content of the progress report. You must submit your performance reports by the due date indicated in the terms and conditions of your award via upload to our grants management system (GrantSolutions.gov), in the Grant Notes module.

You will also be required to submit a final performance report covering the entire period of performance 90 days after the end of the period of performance. You must submit the final report by upload to our grants management system (GrantSolutions.gov), in the Grant Notes module.

b. Performance Measures

In addition to the submission of quarterly reports in our grants management system, OMH expects awardees to report program process and outcome data electronically to OMH on a quarterly basis. Performance process and outcome data allow OMH to evaluate the performance of its initiatives across awardees. All OMH awardees under this initiative are required to report project performance process and outcome data on a quarterly basis through Grant Solutions. No performance measure reporting will be required without OMB approval. Training will be provided to all new grantees on the collection and reporting of performance data during the Technical Assistance and Training grantee meeting.

At the end of each quarter of this initiative, you should be able to report on the following:

(1) the specific evidence-based health literacy intervention(s) implemented
(2) the number of individuals impacted by the health literacy intervention
(3) the demographic characteristics of the populations reached through the evidence-based health literacy intervention and how the populations reached align with the target population in the Disparity Impact Statement
(4) current project data, stratified by demographic characteristics, on changes in the access, use and outcomes of COVID-19 vaccination, testing, and related activities (e.g., contact tracing, preventive behaviors),

(5) current project data related to Healthy People 2030 objectives HC/HIT-01, HC/HIT-02, HC/HIT-03 and IID-D02

Note: Recipients also may be required to report project-related data in the Office of Minority Health's Performance Data System (PDS) (OMB No. 0990-0275, Expiration date 8/31/2022).

c. Financial Reports

You will be required to submit quarterly Federal Financial Reports (FFR) (SF-425). Your specific reporting schedule will be issued as a condition of award. You will also be required to submit a final FFR covering the entire period of performance 90 days after the end of the period of performance. You must submit FFRs via our grants management system (GrantSolutions.gov) FFR module.

Quarterly cash reporting to the HHS Payment Management System on the FFR is also required. Please note, at this time, these FFR reports are separate submissions via the Payment Management System. At this time, data is not transferable between the two systems and you will report twice on certain data elements.

d. Audits

If your organization receives $750,000 or greater in Federal funds, it must undergo an independent audit in accordance with 45 CFR part 75, subpart F.

e. FFATA and FSRS Reporting

The Federal Financial Accountability and Transparency Act (FFATA) requires data entry at the FFATA Subaward Reporting System (http://www.FSRS.gov) for all sub-awards and sub-contracts issued for $25,000 or more as well as addressing executive compensation for both recipient and sub-award organizations.

f. Reporting of Matters Relating to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings

described in paragraph A.2 of Appendix XII to 45 CFR part 75—Award Term and Condition for Recipient Integrity and Performance Matters. This is a statutory requirement (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. For more information about this reporting requirement related to recipient integrity and performance matters, see Appendix XII to 45 CFR part 75.

g. Other Required Notifications

Before you enter into a covered transaction at the primary tier, in accordance with 2 CFR § 180.335, you as the participant must notify HHS/OASH, if you know that you or any of the principals for that covered transaction:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 CFR § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR § 180.800(a); or
- Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

At any time after you enter into a covered transaction, in accordance with 2 CFR § 180.350, you must give immediate written notice to HHS/OASH if you learn either that—

- You failed to disclose information earlier, as required by 2 CFR § 180.335; or
- Due to changed circumstances, you or any of the principals for the transaction now meet any of the criteria in 2 CFR § 180.335.

I. CONTACTS

1. Administrative and Budgetary Requirements

For information related to administrative and budgetary requirements, contact the HHS/OASH grants management specialist listed below.

Roscoe Brunson, Jr.
Senior Grants Management Specialist
Grants and Acquisitions Management
1101 Wootton Parkway, Plaza Level
Rockville, MD 20852
Phone: 240-453-8822
Email: Roscoe.Brunson@hhs.gov

2. Program Requirements

For information on program requirements, please contact the program office representative listed below.

Paul Rodriguez
1101 Wootton Parkway
Rockville, MD 20852
Phone: 240-453-8208
Email: Paul.Rodriguez@hhs.gov

3. Electronic Submission Requirements

For information or assistance on submitting your application electronically via Grants.gov, please contact Grants.gov directly. Assistance is available 24 hours a day, 7 days per week.

GRANTS.GOV Applicant Support
Website: www.grants.gov
Phone: 1-800-518-4726
Email: support@grants.gov

J. OTHER INFORMATION

1. Awards under this Announcement

We are not obligated to make any Federal award as a result of this announcement. If awards are made, they may be issued for periods shorter than indicated. Only the grants officer can bind the Federal government to the expenditure of funds. If you receive communications to negotiate an award or request additional or clarifying information, this does not mean you will receive an award; it only means that your application is still under consideration.

2. Application Elements

The below is a summary listing of all the application elements required for this funding opportunity.

- Application for Federal Assistance (SF-424)
- Budget Information for Non-construction Programs (SF-424A)
- Assurances for Non-construction Programs (SF-424B)
- Disclosure of Lobbying Activities (SF-LLL)
- Project Abstract Summary
- Project Narrative – Submit all Project Narrative content as a single acceptable file, specified above.
- Budget Narrative – Submit all Budget Narrative content as a single acceptable file, specified above.
- Appendices – Submit all appendix content as a single acceptable file, specified above **in the Attachments section of your Grants.gov application**.
    - Project Partners Table
    - Documentation of Commitment from Partners, Subrecipient Organizations, and Agencies

- Organizational Chart
- Summary Bios for Key Project Personnel
- Project target population

_____ _____

Roslyn Holliday Moore Date
Acting Director, Office of Minority Health

APPENDICES

A. References

1. U.S. Department of Health and Human Services. HHS Strategic Plan 2018-2022. Accessed from: https://www.hhs.gov/about/strategic-plan/index.html

2. U.S. Department of Health and Human Services. Health Literacy in Healthy People 2030. Accessed from: https://health.gov/our-work/healthy-people/healthy-people-2030/health-literacy-healthy-people-2030

3. Centers for Disease Control and Prevention. COVID-19 Hospitalization and Death by Race/Ethnicity. Accessed from: https://www.cdc.gov/coronavirus/2019-ncov/covid-data/investigations-discovery/hospitalization-death-by-race-ethnicity.html

4. Paasche-Orlow MK, Wolf MS. The causal pathways linking health literacy to health outcomes. Am J Health Behav. 2007 Sep-Oct;31 Suppl 1:S19-26. doi: 10.5555/ajhb.2007.31.supp.S19. PMID: 17931132.

5. Institute of Medicine of the National Academies. Ten Attributes of Health Literate Health Care Organizations, June 2012Accessed from: https://nam.edu/wp-content/uploads/2015/06/BPH_Ten_HLit_Attributes.pdf

6. Disparities in Adherence to COVID-19 Public Health Recommendations https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7410493/

7. U.S. Department of Health and Human Services. Disparities. Accessed from: https://www.healthypeople.gov/2020/about/foundation-health-measures/Disparities

8. U.S. Department of Health and Human Services. Healthy People 2030. Accessed from: https://health.gov/healthypeople

9. U.S. Department of Education. Lists of Postsecondary Institutions Enrolling Populations with Significant Percentages of Undergraduate Minority Students. Accessed from: https://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html

10. United States Census Bureau. Urban and Rural. Accessed from: https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html

11. Centers for Disease Control and Prevention Social Vulnerability Index Accessed from: https://www.atsdr.cdc.gov/placeandhealth/svi/index.html

12. Flanagan, B.E.; Gregory, E.W.; Hallisey, E.J.; Heitgerd, J.L.; and Lewis, B. (2011). "A Social Vulnerability Index for Disaster Management," Journal of Homeland Security and Emergency Management: Vol. 8: Iss. 1, Article 3. DOI: 10.2202/1547-7355.1792

13. Bergstrand, K., Mayer, B., Brumback, B., & Zhang, Y. (2015). Assessing the Relationship Between Social Vulnerability and Community Resilience to Hazards. Social indicators research, 122(2), 391–409. https://doi.org/10.1007/s11205-014-0698-3

~~14.~~ Institute of Medicine. 2004. *Health Literacy: A Prescription to End Confusion*. Washington, DC: The National Academies Press. doi: 10.17226/10883. https://www.nap.edu/read/10883/chapter/1

B. Glossary

Disparity impact statement refers to the demographic cultural, and linguistic data that identify the population(s) in which health disparities exist and the quality improvement plan designed to address the noted disparities.

Health disparity refers to a particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion. (7)

Health equity refers to the "attainment of the highest level of health for all people. Achieving health equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and the elimination of health and health care disparities."(7)

Health literacy addresses both personal health literacy and organizational health literacy and provides the following definitions:

- **Personal health literacy** is the degree to which individuals have the ability to find, understand, and use information and services to inform health-related decisions and actions for themselves and others.

- **Organizational health literacy** is the degree to which organizations equitably enable individuals to find, understand, and use information and services to inform health-related decisions and actions for themselves and others. (8)

Minority Serving Institution includes any of the following (as defined in the Higher Education Act) (9):

a part B institution (a historically Black college or university) (§322 of the HEA, 20 U.S.C. §1061);

a Hispanic-serving institution (§502 of the HEA, 20 U.S.C. §1101a);

a Tribal College or University (§316 of the HEA, 20 U.S.C. §1059c);

an Alaska Native-serving institution or a Native Hawaiian-serving institution (§317(b) of the HEA, 20 U.S.C. §1059d(b);

a Predominantly Black Institution (§§318(b) and 371(c)(9) of the HEA; 20 U.S.C. §§ 1059e(b) and 1067q(c)(9));

an Asian American and Native American Pacific Islander-serving institution (§§ 320(b) and 371(c)(2) of the HEA, 20 U.S.C. §§1059g(b) and 1067q(c)(2). ; or

a Native American-serving nontribal institution (§§319(b) and 371(c)(8) of the HEA; 20 U.S.C. §§ 1059f(b) and 1067q(c)(8).

Find additional information on Minority Serving Institutions here: https://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care provide guidance for providing health care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs. Additional information can be found here: https://thinkculturalhealth.hhs.gov/clas.

Rural communities refers to Health Resources and Services Administration-designated rural areas, as defined by the Rural Health Grants Eligibility Analyzer (https://data.hrsa.gov/tools/rural-health). This webpage allows individuals to search by county or street address and determine rural eligibility.

Social determinants of health are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

Socially vulnerable groups refers to individuals, communities or populations that have characteristics that affect their capacity to anticipate, confront, repair, and recover from the effects of a disaster (11). Such characteristics include (11, 12, 13):

- Individual and household traits such as low socioeconomic status, being a racial or ethnic minority, having limited English proficiency, being a child or elderly, being unemployed, lacking access to a vehicle or being dependent on public transportation, having low educational attainment, living in overcrowded conditions, or being homeless

- Systemic and structural factors such as residing in areas that are densely populated, lack healthcare facilities and resources, are rural or urban, or have weak economies

Urban communities refers to U.S. Census Bureau delineated urban areas, which represent densely developed territory, and encompass residential, commercial, and other non-residential urban land use (10). The Census Bureau identifies two types of urban areas:

- Urbanized Areas (UAs) of 50,000 or more people;
- Urban Clusters (UCs) of at least 2,500 and less than 50,000 people.

C. Healthy People 2030: Health Literacy Definitions and Objectives

Healthy People 2030 sets data-driven national objectives to improve health and well-being over the next decade (8). Healthy People 2030 recognizes that achieving health and well-being requires eliminating health disparities, achieving health equity, and attaining health literacy.

Health Literacy Definition and Impact on Health

Healthy People 2030 has elevated the importance of health literacy by declaring it a foundational principle and overarching goal, and by adopting two definitions that together constitute health literacy.

- Personal Health Literacy is the degree to which individuals have the ability to find, understand, and use information and services to inform health-related decisions and actions for themselves and their others.

- Organizational Health Literacy is the degree to which organizations equitably enable individuals to find, understand, and use information and services to inform health-related decisions and actions for themselves and their others.

There are six Healthy People 2030 Health Literacy Objectives:

- HC/HIT-01: Increase the proportion of adults whose health care provider checked their understanding

- HC/HIT-02: Decrease the proportion of adults who report poor communication with their health care provider

- HC/HIT-03: Increase the proportion of adults whose health care providers involved them in decisions as much as they wanted

- HC/HIT-D10; Increase the proportion of people who say their online medical record is easy to understand

- HC/HIT-D11Increase the proportion of adults with limited English proficiency who say their providers explain things clearly

- HC/HIT-R01: Increase the health literacy of the population

A selected Healthy People 2030 Immunization and Infectious Diseases Objective is also noted below:

- IID-D02: Increase the proportion of people with vaccination records in an information system

D. Health Literacy Resources

As a national priority, health literacy is a recognized support for increasing participation in health care, improving health outcomes and addressing health disparities. Health literacy requires a complex group of reading, listening, analytical, and decision-making skills, as well as the ability to apply these skills to health situations.

Individuals with limited health literacy have reported poorer health status and were less likely to use preventative care. (14) Beyond differences of language, culture gives significance to health information and messages. Perceptions and definitions of health and illness, preferences, language and cultural barriers, care process barriers, and stereotypes are all strongly influenced by culture and can have a great impact. (14)

The U.S. Department of Health and Human Services offers a number of resources and tools to support understanding and implementation of health literacy strategies, including the following:

Health Literacy Plans

- Health Literacy Universal Precautions Toolkit, 2nd Edition -. Agency for Healthcare Research and Quality (AHRQ) toolkit to help primary care practices reduce the complexity of health care, increase patient understanding of health information, and enhance support for patients of all health literacy levels.

- Create a Health Literacy Plan - resources to support organizations in developing a health literacy plan.

- Health Literate Care Model - tool that incorporates health literacy principles to mitigate risks of individuals not understanding health information.

Quality Improvement and Program Evaluation

- Framework for Program Evaluation - a description of the CDC's Framework for Program Evaluation and possible sources of communication and health literacy measures.

- Healthy People 2030 Health Literacy Objectives - related to health communication and information technology.

Interventions to Improve Health Literacy

- National Action Plan to Improve Health Literacy - overarching guidance based on the principles that (1) everyone has the right to health information that helps them make informed decisions and (2) health services should be delivered in ways that are understandable and beneficial to health, longevity, and quality of life.

- AHRQ Teach-Back Intervention – AHRQ webpage for Teach-Back Intervention, a technique for health care providers to ensure that they have explained medical information clearly so that patients and their families understand what is communicated to them. Includes materials to support adoption.

- The National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care - guidance for providing health care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy and other communication needs.

Additional Resources and Tools

- Health Literacy Online - information to develop effective products for all users, including those with limited literacy or health literacy.

- Assess Health Literacy in Your Organization - General assessments tools to identify opportunities and barriers for planning purposes and making progress on health literacy.

- CDC Culture and Health Literacy Webpage – Webpage with overview of culture and communication, and tools for organizations to support cross-cultural communication and language access.

- HRSA Health Literacy Webpage - Health Resources and Services Administration (HRSA) health literacy webpage with overview of patient health literacy and strategies for health care professionals.

- AHRQ Patient Education Materials Assessment Tool (PEMAT) and User's Guide - An instrument to assess the understandability and actionability of print and audiovisual patient education materials.

- National Library of Medicine Health Literacy Webpage - Network of the National Library of Medicine health literacy webpage, including overview of definitions, research findings, prevalence and impact.

- PlainLanguage.gov – U.S. government website of the Plain Language Action and Information Network (PLAIN), a community of federal employees dedicated to the idea that citizens deserve clear communications from government. Includes information on laws and regulations, guidelines, examples, training and resources.

- Limited English Proficiency Resources - details related to providing access to information and services for individuals who have difficulty communicating effectively in English.

- The Guide to Providing Effective Communication and Language Assistance Services - information for providing effective communication and language assistance services to culturally and linguistically diverse individuals receiving care and services, including strategies for communicating in a way that considers the cultural, health literacy, and language needs of your patients and their families.

- Census Bureau Reports at Least 350 Languages Spoken in U.S. Homes

    - Executive Order 13166 - Improving Access to Services for Persons With Limited English Proficiency

E. Disparity Impact Statement

OMH's disparity impact strategy is a comprehensive data-driven approach for identifying and addressing health disparities to promote health equity for racial and ethnic minority populations. A Disparity Impact Statement refers to the demographic, cultural, and linguistic data that identify the population(s) in which health disparities exist and the quality improvement plan designed to address the noted disparities.

Agencies within the U.S. Department of Health and Human Services offer resources to support developing a Disparity Impact Statement, including the following:

- Building an Organizational Response to Health Disparities: Disparities Impact Statement
- Examples of Disparities Impact Statements

F. Considerations in Plans for Oversight of Federal Funds

To the maximum extent possible, the organization should segregate responsibilities for receipt and custody of cash and other assets; maintaining accounting records on the assets; and authorizing transactions. In the case of payroll activities, the organization, where possible, should segregate the timekeeping, payroll preparation, payroll approval, and payment functions.

Questions for consideration in developing a plan may include:

- Do the written internal controls provide for the segregation of responsibilities to provide an adequate system of checks and balances?
- Are specific officials designated to approve payrolls and other major transactions
- Does the time and accounting system track effort by cost objective?
- Are time distribution records maintained for all employees when his/her effort cannot be specifically identified to a particular program cost objective?
    - Do the procedures for cash receipts and disbursements include: Receipts are promptly logged in, restrictively endorsed, and deposited in an insured bank account?
    - Bank statements are promptly reconciled to the accounting records, and are reconciled by someone other than the individuals handling cash, disbursements and maintaining accounting records?
    - All disbursements (except petty cash or EFT disbursements) are made by pre-numbered checks?
    - Supporting documents (e.g., purchase orders, Invoices, etc.) accompany checks submitted for signature and are marked "paid" or otherwise prominently noted after payments are made?

2020 List of Minority Serving Institutions

This list is based on 2020 data from the U.S. Department of Education. It includes institutions that qualify for MSI funding and those receiving MSI funding.

AANAPISI	Asian American Native American Pacific Islander-Serving Institutions
ANNH	Native Hawaiian-Serving Institutions
HBCU	Historically Black Colleges & Universities
HSI	Hispanic Serving Institutions
MSI	Minority Serving Institution
NASNTI	Native American-Serving Non-Tribal Institutions
PBI	Predominantly Black Institutions
Pri	Private
Pub	Public
TCU	Tribal Colleges and Universities

MSI Type	Institution	City	State/Territory	Type
ANNH	University of Alaska Fairbanks	Fairbanks	AK	Pub 4yr
ANNH	University of Alaska Southeast	Juneau	AK	Pub 4yr
ANNH & NASNTI	Alaska Christian College	Soldotna	AK	Pri 2yr
NASNTI	Alaska Pacific University	Anchorage	AK	Pri 4yr
TCU	Ilisagvik College	Barrow	AK	Pub 4yr
HBCU	Alabama Agricultural & Mechanical University	Normal	AL	Pub 4yr
HBCU	Alabama State University	Montgomery	AL	Pub 4yr
HBCU	Bishop State Community College	Mobile	AL	Pub 2yr
HBCU	Concordia College Alabama	Selma	AL	Pri 4yr
HBCU	Gadsden State Community College	Gadsden	AL	Pub 2yr
HBCU	H. Councill Trenholm State Community College	Montgomery	AL	Pub 2yr
HBCU	J. F. Drake State Community and Technical College	Huntsville	AL	Pub 2yr
HBCU	Lawson State Community College	Birmingham	AL	Pub 2yr
HBCU	Miles College	Fairfield	AL	Pri 4yr
HBCU	Oakwood University	Huntsville	AL	Pri 4yr
HBCU	Shelton State Community College	Tuscaloosa	AL	Pub 2yr
HBCU	Stillman College	Tuscaloosa	AL	Pri 4yr
HBCU	Talladega College	Talladega	AL	Pri 4yr
HBCU	Tuskegee University	Tuskegee	AL	Pri 4yr
PBI	Chattahoochee Valley Community College	Phenix City	AL	Pub 2yr
PBI	Faulkner University	Montgomery	AL	Pri 4yr
PBI	George Corley Wallace State Community College - Selma	Selma	AL	Pub 2yr
PBI	Herzing University - Birmingham	Birmingham	AL	Pri 4yr
PBI	Remington College - Mobile Campus	Mobile	AL	Pri 4yr
PBI	Selma University	Selma	AL	Pri 4yr
PBI	University of West Alabama	Livingston	AL	Pub 4yr
HBCU	Arkansas Baptist College	Little Rock	AR	Pri 4yr
HBCU	Philander Smith College	Little Rock	AR	Pri 4yr

2020 List of Minority Serving Institutions

This list is based on 2020 data from the U.S. Department of Education. It includes institutions that qualify for MSI funding and those receiving MSI funding.

MSI Type	Institution	City	State/Territory	Type
HBCU	Shorter College	N Little Rock	AR	Pri 2yr
HBCU	University of Arkansas at Pine Bluff	Pine Bluff	AR	Pub 4yr
HSI	Cossatot Community College of the University of Arkansas	De Queen	AR	Pub 2yr
PBI	Arkansas State University Mid-South	West Memphis	AR	Pub 2yr
PBI	Southeast Arkansas College	Pine Bluff	AR	Pub 2yr
AANAPISI & ANNH	American Samoa Community College	PagoPago	AS	Pub 4yr
ANNH & NASNTI	CollegeAmerica - Flagstaff	Flagstaff	AZ	Pri 4yr
HSI	Arizona State University	Phoenix	AZ	Pub 4yr
HSI	Arizona Western College	Yuma	AZ	Pub 2yr
HSI	Central Arizona College	Coolidge	AZ	Pub 2yr
HSI	CollegeAmerica - Phoenix	Phoenix	AZ	Pri 4yr
HSI	Estrella Mountain Community College	Avondale	AZ	Pub 2yr
HSI	GateWay Community College	Phoenix	AZ	Pub 2yr
HSI	Glendale Community College	Glendale	AZ	Pub 2yr
HSI	Mesa Community College	Mesa	AZ	Pub 2yr
HSI	Phoenix College	Phoenix	AZ	Pub 2yr
HSI	Pima County Community College	Tucson	AZ	Pub 2yr
HSI	South Mountain Community College	Phoenix	AZ	Pub 2yr
HSI	University of Arizona (The)	Sierra Vista	AZ	Pub 4yr
HSI	University of Arizona (The)	Tucson	AZ	Pub 4yr
NASNTI	Northland Pioneer College	Holbrook	AZ	Pub 2yr
TCU	Dine College	Tsaile	AZ	Pub 4yr
TCU	Tohono O'odham Community College	Sells	AZ	Pub 2yr
AANAPISI	American River College	Sacramento	CA	Pub 2yr
AANAPISI	Bethesda University	Anaheim	CA	Pri 4yr
AANAPISI	City College of San Francisco	San Francisco	CA	Pub 2yr
AANAPISI	Coastline Community College	Fountain Valley	CA	Pub 2yr
AANAPISI	Coleman University	San Diego	CA	Pri 4yr
AANAPISI	College of Alameda	Alameda	CA	Pub 2yr
AANAPISI	Evergreen Valley College	San Jose	CA	Pub 2yr
AANAPISI	Folsom Lake College	Folsom	CA	Pub 2yr
AANAPISI	Grace Mission University	Fullerton	CA	Pri 4yr
AANAPISI	Homestead Schools	Torrance	CA	Pri 4yr

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MSI Type	Institution	City	State/Territory	Type
AANAPISI	Irvine Valley College	Irvine	CA	Pub 2yr
AANAPISI	Laney College	Oakland	CA	Pub 2yr
AANAPISI	Otis College of Art & Design	Los Angeles	CA	Pri 4yr
AANAPISI	Palo Alto University	Palo Alto	CA	Pri 4yr
AANAPISI	Presbyterian Theological Seminary in America	Santa Fe Springs	CA	Pri 4yr
AANAPISI	University of California, Davis	Davis	CA	Pub 4yr
AANAPISI	University of San Francisco	San Francisco	CA	Pri 4yr
AANAPISI	University of the Pacific	Stockton	CA	Pri 4yr
AANAPISI & HSI	Azusa Pacific University	Azusa	CA	Pri 4yr
AANAPISI & HSI	Berkeley City College	Berkeley	CA	Pub 2yr
AANAPISI & HSI	California College San Diego	San Diego	CA	Pri 4yr
AANAPISI & HSI	California State Polytechnic University, Pomona	Pomona	CA	Pub 4yr
AANAPISI & HSI	California State University - Sacramento	Sacramento	CA	Pub 4yr
AANAPISI & HSI	California State University, East Bay	Hayward	CA	Pub 4yr
AANAPISI & HSI	California State University, Los Angeles	Los Angeles	CA	Pub 4yr
AANAPISI & HSI	California State University, Stanislaus	Turlock	CA	Pub 4yr
AANAPISI & HSI	Casa Loma College	Van Nuys	CA	Pri 2yr
AANAPISI & HSI	Clovis Community College	Fresno	CA	Pub 2yr
AANAPISI & HSI	College of San Mateo	San Mateo	CA	Pub 2yr
AANAPISI & HSI	Contra Costa College	San Pablo	CA	Pub 2yr
AANAPISI & HSI	Cosumnes River College	Sacramento	CA	Pub 2yr
AANAPISI & HSI	Cypress College	Cypress	CA	Pub 4yr
AANAPISI & HSI	El Camino College	Torrance	CA	Pub 2yr
AANAPISI & HSI	Golden West College	Huntington Beach	CA	Pub 2yr
AANAPISI & HSI	Holy Names University	Oakland	CA	Pri 4yr
AANAPISI & HSI	Humphreys University	Stockton	CA	Pri 4yr
AANAPISI & HSI	Long Beach City College	Long Beach	CA	Pub 2yr
AANAPISI & HSI	Los Angeles City College	Los Angeles	CA	Pub 2yr
AANAPISI & HSI	Los Medanos College	Pittsburg	CA	Pub 2yr
AANAPISI & HSI	Merritt College	Oakland	CA	Pub 2yr
AANAPISI & HSI	Mission College	Santa Clara	CA	Pub 2yr
AANAPISI & HSI	Mount Saint Mary's University	Los Angeles	CA	Pri 4yr
AANAPISI & HSI	Mount San Antonio College	Walnut	CA	Pub 2yr

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AANAPISI & HSI	National University	La Jolla	CA	Pri 4yr
AANAPISI & HSI	Orange Coast College	Costa Mesa	CA	Pub 2yr
AANAPISI & HSI	Pacific Union College	Angwin	CA	Pri 4yr
AANAPISI & HSI	Saint Mary's College of California	Moraga	CA	Pri 4yr
AANAPISI & HSI	San Diego State University	San Diego	CA	Pub 4yr
AANAPISI & HSI	San Francisco State University	San Francisco	CA	Pub 4yr
AANAPISI & HSI	San Joaquin Delta College	Stockton	CA	Pub 2yr
AANAPISI & HSI	San Jose State University	San Jose	CA	Pub 4yr
AANAPISI & HSI	Solano Community College	Fairfield	CA	Pub 4yr
AANAPISI & HSI	University of California, Irvine	Irvine	CA	Pub 4yr
AANAPISI & HSI	University of California, Merced	Merced	CA	Pub 4yr
AANAPISI & HSI	University of California, Riverside	Riverside	CA	Pub 4yr
AANAPISI & HSI	Woodland Community College	Woodland	CA	Pub 2yr
AANAPISI & HSI	Yuba College	Marysville	CA	Pub 2yr
HSI	Allan Hancock College	Santa Maria	CA	Pub 2yr
HSI	Antelope Valley College	Lancaster	CA	Pub 4yr
HSI	Azusa Pacific University College	San Dimas	CA	Pri 4yr
HSI	Bakersfield College	Bakersfield	CA	Pub 4yr
HSI	Butte College	Oroville	CA	Pub 2yr
HSI	Cabrillo College	Aptos	CA	Pub 2yr
HSI	California Baptist University	Riverside	CA	Pri 4yr
HSI	California College San Diego	San Marcos	CA	Pri 4yr
HSI	California Lutheran University	Thousand Oaks	CA	Pri 4yr
HSI	California State University Channel Islands	Camarillo	CA	Pub 4yr
HSI	California State University, Bakersfield	Bakersfield	CA	Pub 4yr
HSI	California State University, Chico	Chico	CA	Pub 4yr
HSI	California State University, Dominguez Hills	Carson	CA	Pub 4yr
HSI	California State University, Fresno	Fresno	CA	Pub 4yr
HSI	California State University, Fullerton	Fullerton	CA	Pub 4yr
HSI	California State University, Long Beach	Long Beach	CA	Pub 4yr
HSI	California State University, Monterey Bay	Seaside	CA	Pub 4yr
HSI	California State University, Northridge	Northridge	CA	Pub 4yr
HSI	California State University, San Bernardino	San Bernardino	CA	Pub 4yr

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MSI Type	Institution	City	State/Territory	Type
HSI	California State University, San Marcos	San Marcos	CA	Pub 4yr
HSI	Canada College	Redwood City	CA	Pub 2yr
HSI	Cerritos Community College	Norwalk	CA	Pub 2yr
HSI	Cerro Coso Community College	Ridgecrest	CA	Pub 2yr
HSI	Chabot College	Hayward	CA	Pub 2yr
HSI	Chaffey Community College	Rancho Cucamonga	CA	Pub 2yr
HSI	Citrus Community College	Glendora	CA	Pub 2yr
HSI	College of the Canyons	Santa Clarita	CA	Pub 2yr
HSI	College of the Desert	Palm Desert	CA	Pub 2yr
HSI	College of the Sequoias	Visalia	CA	Pub 2yr
HSI	Copper Mountain College	Joshua Tree	CA	Pub 2yr
HSI	Cuesta College	San Luis Obispo	CA	Pub 2yr
HSI	Cuyamaca College	El Cajon	CA	Pub 2yr
HSI	Diablo Valley College	Pleasant Hill	CA	Pub 2yr
HSI	East Los Angeles College	Monterey Park	CA	Pub 2yr
HSI	East San Gabriel Valley ROP and Technical Center	West Covina	CA	Pub 2yr
HSI	Fresno City College	Fresno	CA	Pub 2yr
HSI	Fresno Pacific University	Fresno	CA	Pri 4yr
HSI	Gavilan College	Gilroy	CA	Pub 2yr
HSI	Glendale Community College	Glendale	CA	Pub 2yr
HSI	Grossmont College	El Cajon	CA	Pub 2yr
HSI	Hartnell Community College	Salinas	CA	Pub 2yr
HSI	Hope International University	Fullerton	CA	Pri 4yr
HSI	Humboldt State University	Arcata	CA	Pub 4yr
HSI	Imperial Valley College	Imperial	CA	Pub 2yr
HSI	John F. Kennedy University	Pleasant Hill	CA	Pri 4yr
HSI	La Sierra University	Riverside	CA	Pri 4yr
HSI	Lake Tahoe Community College	South Lake Tahoe	CA	Pub 2yr
HSI	Las Positas College	Livermore	CA	Pub 2yr
HSI	Life Pacific College	San Dimas	CA	Pri 4yr
HSI	Los Angeles Harbor College	Wilmington	CA	Pub 2yr
HSI	Los Angeles Mission College	Sylmar	CA	Pub 2yr
HSI	Los Angeles ORT College - Van Nuys Campus	Van Nuys	CA	Pri 2yr

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MSI Type	Institution	City	State/Territory	Type
HSI	Los Angeles Pierce College	Woodland Hills	CA	Pub 2yr
HSI	Los Angeles Trade - Technical College	Los Angeles	CA	Pub 2yr
HSI	Los Angeles Valley College	Valley Glen	CA	Pub 2yr
HSI	Marymount California University	Rancho Palos Verdes	CA	Pri 4yr
HSI	Mendocino College	Ukiah	CA	Pub 2yr
HSI	Mills College	Oakland	CA	Pri 4yr
HSI	Modesto Junior College	Modesto	CA	Pub 4yr
HSI	Monterey Peninsula College	Monterey	CA	Pub 2yr
HSI	Moorpark College	Moorpark	CA	Pub 2yr
HSI	Moreno Valley College	Moreno Valley	CA	Pub 2yr
HSI	Mt. San Jacinto College	San Jacinto	CA	Pub 2yr
HSI	Napa Valley College	Napa	CA	Pub 2yr
HSI	Norco College	Norco	CA	Pub 2yr
HSI	Notre Dame de Namur University	Belmont	CA	Pri 4yr
HSI	Oxnard College	Oxnard	CA	Pub 2yr
HSI	Palomar College	San Marcos	CA	Pub 2yr
HSI	Pasadena City College	Pasadena	CA	Pub 2yr
HSI	Porterville College	Porterville	CA	Pub 2yr
HSI	Reedley College	Reedley	CA	Pub 2yr
HSI	Rio Hondo Community College	Whittier	CA	Pub 4yr
HSI	Riverside City College	Riverside	CA	Pub 2yr
HSI	Sacramento City College	Sacramento	CA	Pub 2yr
HSI	Saddleback College	Mission Viejo	CA	Pub 2yr
HSI	San Bernardino Valley College	San Bernardino	CA	Pub 2yr
HSI	San Diego Christian College	Santee	CA	Pri 4yr
HSI	San Diego City College	San Diego	CA	Pub 2yr
HSI	San Diego Mesa College	San Diego	CA	Pub 4yr
HSI	San Jose City College	San Jose	CA	Pub 2yr
HSI	Santa Ana College	Santa Ana	CA	Pub 4yr
HSI	Santa Barbara City College	Santa Barbara	CA	Pub 2yr
HSI	Santa Monica College	Santa Monica	CA	Pub 4yr
HSI	Santa Rosa Junior College	Santa Rosa	CA	Pub 2yr
HSI	Santiago Canyon College	Orange	CA	Pub 2yr

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HSI	Sierra College	Rocklin	CA	Pub 2yr
HSI	Skyline College	San Bruno	CA	Pub 4yr
HSI	Sonoma State University	Rohnert Park	CA	Pub 4yr
HSI	Southwestern Community College District	Chula Vista	CA	Pub 2yr
HSI	Taft College	Taft	CA	Pub 2yr
HSI	University of California, Santa Barbara	Santa Barbara	CA	Pub 4yr
HSI	University of California, Santa Cruz	Santa Cruz	CA	Pub 4yr
HSI	University of La Verne	La Verne	CA	Pri 4yr
HSI	Vanguard University of Southern California	Costa Mesa	CA	Pri 4yr
HSI	Ventura College	Ventura	CA	Pub 2yr
HSI	Victor Valley Community College	Victorville	CA	Pub 2yr
HSI	West Hills College Lemoore	Lemoore	CA	Pub 2yr
HSI	West Hills Community College	Coalinga	CA	Pub 2yr
HSI	West Los Angeles College	Culver City	CA	Pub 4yr
HSI	Whittier College	Whittier	CA	Pri 4yr
HSI	Woodbury University	Burbank	CA	Pri 4yr
ANNH & NASNTI	Fort Lewis College	Durango	CO	Pub 4yr
HSI	Adams State University	Alamosa	CO	Pub 4yr
HSI	Colorado State University - Pueblo	Pueblo	CO	Pub 4yr
HSI	Community College of Aurora	Aurora	CO	Pub 2yr
HSI	Community College of Denver	Denver	CO	Pub 4yr
HSI	Lamar Community College	Lamar	CO	Pub 2yr
HSI	Metropolitan State University of Denver	Denver	CO	Pub 4yr
HSI	Morgan Community College	Fort Morgan	CO	Pub 2yr
HSI	Pueblo Community College	Pueblo	CO	Pub 4yr
HSI	Trinidad State Junior College	Trinidad	CO	Pub 2yr
AANAPISI	University of Connecticut - Hartford Campus	Hartford	CT	Pub 4yr
HSI	Capital Community College	Hartford	CT	Pub 2yr
HSI	Gateway Community College	New Haven	CT	Pub 2yr
HSI	Naugatuck Valley Community College	Waterbury	CT	Pub 2yr
HSI	Norwalk Community College	Norwalk	CT	Pub 2yr
HBCU	Howard University	Washington	DC	Pri 4yr
HBCU	University of the District of Columbia	Washington	DC	Pub 4yr

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PBI	Trinity Washington University	Washington	DC	Pri 4yr
HBCU	Delaware State University	Dover	DE	Pub 4yr
HBCU	Bethune Cookman University	Daytona Beach	FL	Pri 4yr
HBCU	Edward Waters College	Jacksonville	FL	Pri 4yr
HBCU	Florida Agricultural & Mechanical University	Tallahassee	FL	Pub 4yr
HBCU	Florida Memorial University	Miami Gardens	FL	Pri 4yr
HSI	Barry University	Miami	FL	Pri 4yr
HSI	Broward College	Fort Lauderdale	FL	Pub 4yr
HSI	Carlos Albizu University	Miami	FL	Pri 4yr
HSI	City College - Miami	Miami	FL	Pri 4yr
HSI	Florida Atlantic University	Boca Raton	FL	Pub 4yr
HSI	Florida International University	Miami	FL	Pub 4yr
HSI	Herzing University - Winter Park	Winter Park	FL	Pri 4yr
HSI	Hillsborough Community College	Tampa	FL	Pub 2yr
HSI	Hodges University	Naples	FL	Pri 4yr
HSI	Keiser University	Fort Lauderdale	FL	Pri 4yr
HSI	Miami Dade College	Miami	FL	Pub 4yr
HSI	Nova Southeastern University	Fort Lauderdale	FL	Pri 4yr
HSI	Palm Beach State College	Lake Worth	FL	Pub 4yr
HSI	Seminole State College of Florida	Sanford	FL	Pub 4yr
HSI	South Florida State College	Avon Park	FL	Pub 4yr
HSI	Trinity International University - Florida	Miramar	FL	Pri 4yr
HSI	Universidad Politecnica de Puerto Rico	Orlando	FL	Pri 4yr
HSI	Universidad Politecnica de Puerto Rico	Miami	FL	Pri 4yr
HSI	University of Central Florida	Orlando	FL	Pub 4yr
HSI	Valencia College	Orlando	FL	Pub 4yr
HSI & PBI	Altierus Career College	Tampa	FL	Pri 4yr
PBI	City College	Fort Lauderdale	FL	Pri 4yr
PBI	City College - Gainesville	Gainesville	FL	Pri 4yr
PBI	Everest University - Brandon	Tampa	FL	Pri 4yr
PBI	Everest University - South Orlando	Tampa	FL	Pri 4yr
PBI	Remington College - Heathrow Campus	Lake Mary	FL	Pri 4yr
PBI	University of Fort Lauderdale	Lauderhill	FL	Pri 4yr

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AANAPISI & ANNH	College of Micronesia - FSM	Pohnpei	FM	Pub 2yr
AANAPISI	Georgia Gwinnett College	Lawrenceville	GA	Pub 4yr
AANAPISI & PBI	Beulah Heights University	Atlanta	GA	Pri 4yr
AANAPISI & PBI	Georgia State University	Atlanta	GA	Pub 4yr
HBCU	Albany State University	Albany	GA	Pub 4yr
HBCU	Clark Atlanta University	Atlanta	GA	Pri 4yr
HBCU	Fort Valley State University	Fort Valley	GA	Pub 4yr
HBCU	Morehouse College	Atlanta	GA	Pri 4yr
HBCU	Paine College	Augusta	GA	Pri 4yr
HBCU	Savannah State University	Savannah	GA	Pub 4yr
HBCU	Spelman College	Atlanta	GA	Pri 4yr
HSI	Dalton State College	Dalton	GA	Pub 4yr
HSI & PBI	Altierus Career College - Norcross	Norcross	GA	Pri 2yr
PBI	Albany Technical College	Albany	GA	Pub 2yr
PBI	Atlanta Metropolitan State College	Atlanta	GA	Pub 4yr
PBI	Atlanta Technical College	Atlanta	GA	Pub 2yr
PBI	Augusta Technical College	Augusta	GA	Pub 2yr
PBI	Bainbridge State College	Bainbridge	GA	Pub 4yr
PBI	Central Georgia Technical College	Warner Robins	GA	Pub 2yr
PBI	Clayton State University	Morrow	GA	Pub 4yr
PBI	Columbus Technical College	Columbus	GA	Pub 2yr
PBI	East Georgia State College	Swainsboro	GA	Pub 4yr
PBI	Georgia Military College	Milledgeville	GA	Pub 4yr
PBI	Georgia Piedmont Technical College	Clarkston	GA	Pub 2yr
PBI	Georgia State University - Perimeter College	Atlanta	GA	Pub 2yr
PBI	Gupton - Jones College	Decatur	GA	Pri 2yr
PBI	Herzing University - Atlanta	Atlanta	GA	Pri 4yr
PBI	Oconee Fall Line Technical College	Sandersville	GA	Pub 2yr
PBI	Savannah Technical College	Savannah	GA	Pub 2yr
PBI	Shorter University - College of Adult & Professional Programs	Marietta	GA	Pri 4yr
PBI	South Georgia Technical College	Americus	GA	Pub 2yr
PBI	Southern Crescent Technical College	Griffin	GA	Pub 2yr
AANAPISI & ANNH	Pacific Islands University	Mangilao	GU	Pri 4yr

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AANAPISI & ANNH	University of Guam	Mangilao	GU	Pub 4yr
AANAPISI	Hawaii Community College	Hilo	HI	Pub 2yr
AANAPISI	Hawaii Pacific University	Honolulu	HI	Pri 4yr
AANAPISI & ANNH	Honolulu Community College	Honolulu	HI	Pub 2yr
AANAPISI & ANNH	Kauai Community College	Lihue	HI	Pub 2yr
AANAPISI & ANNH	Pacific Rim Christian University	Honolulu	HI	Pri 4yr
AANAPISI & ANNH	Remington College - Honolulu Campus	Honolulu	HI	Pri 4yr
AANAPISI & ANNH	University of Hawaii at Hilo	Hilo	HI	Pub 4yr
ANNH	Chaminade University of Honolulu	Honolulu	HI	Pri 4yr
ANNH	Kapiolani Community College	Honolulu	HI	Pub 2yr
ANNH	Leeward Community College	Pearl City	HI	Pub 2yr
ANNH	University of Hawaii - West Oahu	Kapolei	HI	Pub 4yr
ANNH	University of Hawaii at Manoa	Honolulu	HI	Pub 4yr
ANNH	University of Hawaii Maui College	Kahului	HI	Pub 4yr
ANNH	Windward Community College	Kaneohe	HI	Pub 2yr
HSI	Stevens-Henager College	Idaho Falls	ID	Pri 4yr
AANAPISI	College of Du Page	Glen Ellyn	IL	Pub 2yr
AANAPISI	National University of Health Sciences (The)	Lombard	IL	Pri 4yr
AANAPISI	Oakton Community College	Des Plaines	IL	Pub 2yr
AANAPISI	Resurrection University	Chicago	IL	Pri 4yr
AANAPISI & HSI	University of Illinois at Chicago	Chicago	IL	Pub 4yr
HSI	American Academy of Art	Chicago	IL	Pri 4yr
HSI	Aurora University	Aurora	IL	Pri 4yr
HSI	City Colleges of Chicago Harry S Truman College	Chicago	IL	Pub 2yr
HSI	College of Lake County	Grayslake	IL	Pub 2yr
HSI	Concordia University	River Forest	IL	Pri 4yr
HSI	Dominican University	River Forest	IL	Pri 4yr
HSI	Harold Washington College	Chicago	IL	Pub 2yr
HSI	MacCormac College	Chicago	IL	Pri 2yr
HSI	Morton College	Cicero	IL	Pub 2yr
HSI	National Louis University	Chicago	IL	Pri 4yr
HSI	Northeastern Illinois University	Chicago	IL	Pub 4yr
HSI	Richard J Daley College - City Colleges of Chicago	Chicago	IL	Pub 2yr

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HSI	Robert Morris University Illinois	Chicago	IL	Pri 4yr
HSI	Roosevelt University	Chicago	IL	Pri 4yr
HSI	Saint Augustine College	Chicago	IL	Pri 4yr
HSI	Saint Xavier University	Chicago	IL	Pri 4yr
HSI	Triton College	River Grove	IL	Pub 2yr
HSI	Waubonsee Community College	Sugar Grove	IL	Pub 2yr
HSI	Wilbur Wright College	Chicago	IL	Pub 2yr
HSI & PBI	City Colleges of Chicago - Malcolm X College	Chicago	IL	Pub 2yr
PBI	Chicago State University	Chicago	IL	Pub 4yr
PBI	City Colleges of Chicago - Kennedy King College	Chicago	IL	Pub 2yr
PBI	East-West University	Chicago	IL	Pri 4yr
PBI	Lincoln College	Lincoln	IL	Pri 4yr
PBI	Olive-Harvey College	Chicago	IL	Pub 2yr
PBI	Prairie State College	Chicago Heights	IL	Pub 2yr
PBI	South Suburban College of Cook County	South Holland	IL	Pub 2yr
HSI	Calumet College of Saint Joseph	Whiting	IN	Pri 4yr
PBI	Martin University	Indianapolis	IN	Pri 4yr
HSI	Dodge City Community College	Dodge City	KS	Pub 2yr
HSI	Donnelly College	Kansas City	KS	Pri 4yr
HSI	Garden City Community College	Garden City	KS	Pub 2yr
HSI	Seward County Community College	Liberal	KS	Pub 2yr
TCU	Haskell Indian Nations University	Lawrence	KS	Pub 4yr
HBCU	Kentucky State University	Frankfort	KY	Pub 4yr
HBCU	Simmons College of Kentucky	Louisville	KY	Pri 4yr
HBCU	Dillard University	New Orleans	LA	Pri 4yr
HBCU	Grambling State University	Grambling	LA	Pub 4yr
HBCU	Southern University and Agricultural & Mechanical College at Baton Rouge	Baton Rouge	LA	Pub 4yr
HBCU	Southern University at New Orleans	New Orleans	LA	Pub 4yr
HBCU	Southern University at Shreveport - Bossier City	Shreveport	LA	Pub 2yr
HBCU	Xavier University of Louisiana	New Orleans	LA	Pri 4yr
PBI	Baton Rouge Community College	Baton Rouge	LA	Pub 2yr
PBI	Delgado Community College	New Orleans	LA	Pub 2yr
PBI	Herzing University - Kenner	Kenner	LA	Pri 4yr

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PBI	Remington College - Baton Rouge Campus	Baton Rouge	LA	Pri 2yr
PBI	Remington College - Lafayette Campus	Lafayette	LA	Pri 2yr
PBI	Remington College - Shreveport Campus	Shreveport	LA	Pri 4yr
PBI	South Louisiana Community College	Lafayette	LA	Pub 2yr
AANAPISI	Benjamin Franklin Institute of Technology	Boston	MA	Pub 4yr
AANAPISI	Bunker Hill Community College	Boston	MA	Pub 2yr
AANAPISI	Middlesex Community College	Bedford	MA	Pub 2yr
AANAPISI	University of Massachusetts - Boston	Boston	MA	Pub 4yr
HSI	Cambridge College	Boston	MA	Pri 4yr
HSI	Holyoke Community College	Holyoke	MA	Pub 2yr
HSI	Northern Essex Community College	Haverhill	MA	Pub 2yr
HSI	Springfield Technical Community College	Springfield	MA	Pub 2yr
AANAPISI	Montgomery College	Rockville	MD	Pub 2yr
AANAPISI	University of Maryland - Baltimore County	Baltimore	MD	Pub 4yr
HBCU	Bowie State University	Bowie	MD	Pub 4yr
HBCU	Coppin State University	Baltimore	MD	Pub 4yr
HBCU	Morgan State University	Baltimore	MD	Pub 4yr
HBCU	University of Maryland - Eastern Shore	Princess Anne	MD	Pub 4yr
PBI	Faith Theological Seminary	Baltimore	MD	Pri 4yr
PBI	Prince George's Community College	Largo	MD	Pub 2yr
PBI	University of Baltimore	Baltimore	MD	Pub 4yr
PBI	Washington Adventist University	Takoma Park	MD	Pri 4yr
AANAPISI	Andrews University	Berrien Springs	MI	Pri 4yr
PBI	Wayne County Community College District	Detroit	MI	Pub 2yr
TCU	Bay Mills Community College	Brimley	MI	Pub 2yr
TCU	Keweenaw Bay Ojibwa Community College	Baraga	MI	Pub 2yr
TCU	Saginaw Chippewa Tribal College	Mount Pleasant	MI	Pub 2yr
AANAPISI	Century College	White Bear Lake	MN	Pub 2yr
AANAPISI	Herzing University - Minneapolis	Minneapolis	MN	Pri 4yr
AANAPISI	Metropolitan State University	Saint Paul	MN	Pub 4yr
AANAPISI	North Hennepin Community College	Brooklyn Park	MN	Pub 2yr
AANAPISI	Saint Paul College - A Community & Technical College	Saint Paul	MN	Pub 2yr
AANAPISI	St. Catherine University	Saint Paul	MN	Pri 4yr

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AANAPISI	University of Minnesota - Twin Cities	Minneapolis	MN	Pub 4yr
NASNTI	University of Minnesota - Morris	Morris	MN	Pub 4yr
TCU	Fond du Lac Tribal & Community College	Cloquet	MN	Pub 2yr
TCU	Leech Lake Tribal College	Cass Lake	MN	Pub 2yr
TCU	White Earth Tribal and Community College	Mahnomen	MN	Pri 2yr
HBCU	Harris - Stowe State University	Saint Louis	MO	Pub 4yr
HBCU	Lincoln University	Jefferson City	MO	Pub 4yr
PBI	TechMission	Kansas City	MO	Pri 4yr
AANAPISI & ANNH	Northern Marianas College	Saipan	MP	Pub 4yr
HBCU	Alcorn State University	Alcorn State	MS	Pub 4yr
HBCU	Coahoma Community College	Clarksdale	MS	Pub 2yr
HBCU	Jackson State University	Jackson	MS	Pub 4yr
HBCU	Mississippi Valley State University	Itta Bena	MS	Pub 4yr
HBCU	Rust College	Holly Springs	MS	Pri 4yr
HBCU	Tougaloo College	Tougaloo	MS	Pri 4yr
PBI	Belhaven University	Jackson	MS	Pri 4yr
PBI	East Mississippi Community College	Scooba	MS	Pub 2yr
PBI	Hinds Community College	Raymond	MS	Pub 2yr
PBI	Holmes Community College	Goodman	MS	Pub 2yr
PBI	Meridian Community College	Meridian	MS	Pub 2yr
PBI	Mississippi Delta Community College	Moorhead	MS	Pub 2yr
PBI	Southeastern Baptist College	Laurel	MS	Pri 4yr
PBI	Southwest Mississippi Community College	Summit	MS	Pub 2yr
NASNTI	Montana State University - Northern	Havre	MT	Pub 4yr
TCU	Aaniiih Nakoda College	Harlem	MT	Pub 2yr
TCU	Blackfeet Community College	Browning	MT	Pri 2yr
TCU	Chief Dull Knife College	Lame Deer	MT	Pub 2yr
TCU	Fort Peck Community College	Poplar	MT	Pub 2yr
TCU	Little Big Horn College	Crow Agency	MT	Pub 2yr
TCU	Salish Kootenai College	Pablo	MT	Pri 4yr
TCU	Stone Child College	Box Elder	MT	Pub 4yr
AANAPISI & ANNH	Pamlico Community College	Grantsboro	NC	Pub 2yr
ANNH & NASNTI	Robeson Community College	Lumberton	NC	Pub 2yr

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MSI Type	Institution	City	State/Territory	Type
HBCU	Bennett College	Greensboro	NC	Pri 4yr
HBCU	Elizabeth City State University	Elizabeth City	NC	Pub 4yr
HBCU	Fayetteville State University	Fayetteville	NC	Pub 4yr
HBCU	Johnson C Smith University	Charlotte	NC	Pri 4yr
HBCU	Livingstone College	Salisbury	NC	Pri 4yr
HBCU	North Carolina Agricultural & Technical State University	Greensboro	NC	Pub 4yr
HBCU	North Carolina Central University	Durham	NC	Pub 4yr
HBCU	Saint Augustine's University	Raleigh	NC	Pri 4yr
HBCU	Shaw University	Raleigh	NC	Pri 4yr
HBCU	Winston-Salem State University	Winston-Salem	NC	Pub 4yr
HSI	Sampson Community College	Clinton	NC	Pub 2yr
NASNTI	Bladen Community College	Dublin	NC	Pub 2yr
NASNTI	University of North Carolina at Pembroke	Pembroke	NC	Pub 4yr
PBI	Carolina College of Biblical Studies	Fayetteville	NC	Pri 4yr
PBI	Charlotte Christian College and Theological Seminary	Charlotte	NC	Pri 4yr
PBI	Chowan University	Murfreesboro	NC	Pri 4yr
PBI	Edgecombe Community College	Tarboro	NC	Pub 2yr
PBI	Halifax Community College	Weldon	NC	Pub 2yr
PBI	Johnson & Wales University - Charlotte	Charlotte	NC	Pri 4yr
PBI	North Carolina Wesleyan College	Rocky Mount	NC	Pri 4yr
TCU	Cankdeska Cikana (Little Hoop) Community College	Fort Totten	ND	Pub 2yr
TCU	Nueta Hidatsa Sahnish College	New Town	ND	Pub 4yr
TCU	Sitting Bull College	Fort Yates	ND	Pub 4yr
TCU	Turtle Mountain Community College	Belcourt	ND	Pri 4yr
TCU	United Tribes Technical College	Bismarck	ND	Pri 4yr
TCU	Little Priest Tribal College	Winnebago	NE	Pub 2yr
TCU	Nebraska Indian Community College	Macy	NE	Pub 2yr
AANAPISI & HSI	Rutgers, the State University of New Jersey	Newark	NJ	Pub 4yr
HSI	Bergen Community College	Paramus	NJ	Pub 2yr
HSI	College of Saint Elizabeth	Morristown	NJ	Pri 4yr
HSI	Cumberland County College	Vineland	NJ	Pub 2yr
HSI	Fairleigh Dickinson University	Teaneck	NJ	Pri 4yr
HSI	Felician University	Lodi	NJ	Pri 4yr

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MSI Type	Institution	City	State/Territory	Type
HSI	Hudson County Community College	Jersey City	NJ	Pub 2yr
HSI	Kean University	Union	NJ	Pub 4yr
HSI	Montclair State University	Montclair	NJ	Pub 4yr
HSI	New Jersey City University	Jersey City	NJ	Pub 4yr
HSI	Passaic County Community College	Paterson	NJ	Pub 2yr
HSI	Pillar College	Newark	NJ	Pri 4yr
HSI	Saint Peter's University	Jersey City	NJ	Pri 4yr
HSI	Union County College	Cranford	NJ	Pub 2yr
HSI	William Paterson University of New Jersey	Wayne	NJ	Pub 4yr
HSI & PBI	Bloomfield College	Bloomfield	NJ	Pri 4yr
HSI & PBI	Essex County College	Newark	NJ	Pub 2yr
ANNH & NASNTI	San Juan College	Farmington	NM	Pub 2yr
HSI	Central New Mexico Community College	Albuquerque	NM	Pub 2yr
HSI	Clovis Community College	Clovis	NM	Pub 2yr
HSI	Eastern New Mexico University	Ruidoso	NM	Pub 2yr
HSI	Eastern New Mexico University	Roswell	NM	Pub 2yr
HSI	Eastern New Mexico University	Portales	NM	Pub 4yr
HSI	Mesalands Community College	Tucumcari	NM	Pub 2yr
HSI	New Mexico Highlands University	Las Vegas	NM	Pub 4yr
HSI	New Mexico Institute of Mining & Technology	Socorro	NM	Pub 4yr
HSI	New Mexico State University	Las Cruces	NM	Pub 4yr
HSI	New Mexico State University	Grants	NM	Pub 2yr
HSI	New Mexico State University	Las Cruces	NM	Pub 2yr
HSI	New Mexico State University	Carlsbad	NM	Pub 2yr
HSI	New Mexico State University	Alamogordo	NM	Pub 2yr
HSI	Northern New Mexico College	Espanola	NM	Pub 4yr
HSI	Santa Fe Community College	Santa Fe	NM	Pub 2yr
HSI	University of New Mexico	Los Lunas	NM	Pub 2yr
HSI	University of New Mexico	Ranchos de Taos	NM	Pub 2yr
HSI	University of New Mexico	Albuquerque	NM	Pub 4yr
HSI	University of New Mexico	Los Alamos	NM	Pub 2yr
HSI	University of the Southwest	Hobbs	NM	Pri 4yr
HSI	Western New Mexico University	Silver City	NM	Pub 4yr

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NASNTI	Eastern New Mexico University	Ruidoso	NM	Pub 2yr
NASNTI	New Mexico State University	Grants	NM	Pub 2yr
TCU	Institute of American Indian & Alaska Native Culture & Arts Development	Santa Fe	NM	Pub 4yr
TCU	Navajo Technical University	Crownpoint	NM	Pub 4yr
TCU	Southwestern Indian Polytechnic Institute	Albuquerque	NM	Pub 2yr
AANAPISI	University of Nevada - Las Vegas	Las Vegas	NV	Pub 4yr
AANAPISI & HSI	College of Southern Nevada	Las Vegas	NV	Pub 4yr
HSI	Nevada State College	Henderson	NV	Pub 4yr
HSI	Western Nevada College	Carson City	NV	Pub 4yr
AANAPISI	Adelphi University	Garden City	NY	Pri 4yr
AANAPISI	CUNY Bernard M. Baruch College	New York	NY	Pub 4yr
AANAPISI	CUNY Brooklyn College	Brooklyn	NY	Pub 4yr
AANAPISI	Kingsborough Community College/CUNY	Brooklyn	NY	Pub 2yr
AANAPISI	Long Island University	Brooklyn	NY	Pri 4yr
AANAPISI	New York College of Health Professions	Syosset	NY	Pri 4yr
AANAPISI	New York Institute of Technology	Old Westbury	NY	Pri 4yr
AANAPISI	Saint John's University	Queens	NY	Pri 4yr
AANAPISI & HSI	City College of New York - CUNY	New York	NY	Pub 4yr
AANAPISI & HSI	College of Staten Island/CUNY	Staten Island	NY	Pub 4yr
AANAPISI & HSI	CUNY Hunter College	New York	NY	Pub 4yr
AANAPISI & HSI	CUNY Queens College	Queens	NY	Pub 4yr
AANAPISI & HSI	Queensborough Community College - CUNY	Bayside	NY	Pub 2yr
AANAPISI & HSI	SUNY College at Old Westbury	Old Westbury	NY	Pub 4yr
HSI	American Musical & Dramatic Academy	New York	NY	Pri 4yr
HSI	Boricua College	New York	NY	Pri 4yr
HSI	College of Mount Saint Vincent	Bronx	NY	Pri 4yr
HSI	CUNY Borough of Manhattan Community College	New York	NY	Pub 2yr
HSI	CUNY Bronx Community College	Bronx	NY	Pub 2yr
HSI	CUNY John Jay College of Criminal Justice	New York	NY	Pub 4yr
HSI	CUNY LaGuardia Community College	Long Island City	NY	Pub 2yr
HSI	CUNY Lehman College	Bronx	NY	Pub 4yr
HSI	CUNY, Hostos Community College	Bronx	NY	Pub 2yr
HSI	Dominican College of Blauvelt	Orangeburg	NY	Pri 4yr

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HSI	Long Island University - Riverhead	Riverhead	NY	Pri 4yr
HSI	Mercy College	Dobbs Ferry	NY	Pri 4yr
HSI	New York City College of Technology of the City University of New York	Brooklyn	NY	Pub 4yr
HSI	Nyack College	Nyack	NY	Pri 4yr
HSI	Orange County Community College	Middletown	NY	Pub 2yr
HSI	Rockland Community College	Suffern	NY	Pub 2yr
HSI	Stella and Charles Guttman Community College	New York	NY	Pub 2yr
HSI	SUNY Westchester Community College	Valhalla	NY	Pub 2yr
HSI	Vaughn College of Aeronautics and Technology	Flushing	NY	Pri 4yr
HSI & PBI	College of New Rochelle (The)	New Rochelle	NY	Pri 4yr
HSI & PBI	CUNY Graduate School & University Center	New York	NY	Pub 4yr
PBI	CUNY Medgar Evers College	Brooklyn	NY	Pub 4yr
PBI	CUNY York College	Jamaica	NY	Pub 4yr
PBI	Metropolitan College of New York	New York	NY	Pri 4yr
HBCU	Central State University	Wilberforce	OH	Pub 4yr
HBCU	Wilberforce University	Wilberforce	OH	Pri 4yr
HSI	Union Institute & University	Cincinnati	OH	Pri 4yr
PBI	Altierus Career College - Columbus	Gahanna	OH	Pri 2yr
PBI	Herzing University - Toledo	Toledo	OH	Pri 4yr
PBI	Remington College - Cleveland Campus	Cleveland	OH	Pri 2yr
ANNH & NASNTI	Bacone College	Muskogee	OK	Pri 4yr
ANNH & NASNTI	Carl Albert State College	Poteau	OK	Pub 2yr
ANNH & NASNTI	Connors State College	Warner	OK	Pub 2yr
HBCU	Langston University	Langston	OK	Pub 4yr
HSI	Oklahoma Panhandle State University	Goodwell	OK	Pub 4yr
NASNTI	Community Care College	Tulsa	OK	Pri 2yr
NASNTI	Northeastern Oklahoma A & M College	Miami	OK	Pub 2yr
NASNTI	Northeastern State University	Tahlequah	OK	Pub 4yr
NASNTI	Northern Oklahoma College	Tonkawa	OK	Pub 2yr
NASNTI	Oklahoma State University Institute of Technology - Okmulgee	Okmulgee	OK	Pub 4yr
NASNTI	Redlands Community College	El Reno	OK	Pub 2yr
NASNTI	Rogers State University	Claremore	OK	Pub 4yr
NASNTI	Seminole State College	Seminole	OK	Pub 2yr

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NASNTI	Southeastern Oklahoma State University	Durant	OK	Pub 4yr
TCU	College of the Muscogee Nation	Okmulgee	OK	Pub 2yr
AANAPISI	Pacific University	Forest Grove	OR	Pri 4yr
AANAPISI	Portland State University	Portland	OR	Pub 4yr
HSI	Blue Mountain Community College	Pendleton	OR	Pub 2yr
HSI	Chemeketa Community College	Salem	OR	Pub 2yr
HSI	Columbia Gorge Community College	The Dalles	OR	Pub 2yr
HSI	Treasure Valley Community College	Ontario	OR	Pub 2yr
HSI	Warner Pacific University	Portland	OR	Pri 4yr
AANAPISI	Pennsylvania State University - Penn State Abington	Abington	PA	Pub 4yr
HBCU	Cheyney University of Pennsylvania	Cheyney	PA	Pub 4yr
HBCU	Lincoln University	Lincoln University	PA	Pub 4yr
HSI	Eastern University	Saint Davids	PA	Pri 4yr
HSI	Reading Area Community College	Reading	PA	Pub 2yr
PBI	Community College of Philadelphia	Philadelphia	PA	Pub 2yr
PBI	Peirce College	Philadelphia	PA	Pri 4yr
HSI	American University of Puerto Rico	Bayamon	PR	Pri 4yr
HSI	Atenas College	Manati	PR	Pri 4yr
HSI	Atlantic University College	Guaynabo	PR	Pri 4yr
HSI	Caribbean University	Bayamon	PR	Pri 4yr
HSI	Caribbean University	Carolina	PR	Pri 4yr
HSI	Caribbean University	Ponce	PR	Pri 4yr
HSI	Caribbean University	Vega Baja	PR	Pri 4yr
HSI	Carlos Albizu University	San Juan	PR	Pri 4yr
HSI	Colegio Universitario de San Juan	San Juan	PR	Pub 4yr
HSI	Commonwealth of Puerto Rico Department of Education	San Juan	PR	Pub 2yr
HSI	Dewey University	Mayaguez	PR	Pri 2yr
HSI	Dewey University	Manati	PR	Pri 4yr
HSI	Dewey University	Juana Diaz	PR	Pri 4yr
HSI	Dewey University	Hato Rey	PR	Pri 4yr
HSI	Dewey University	Fajardo	PR	Pri 2yr
HSI	Dewey University	Carolina	PR	Pri 4yr
HSI	EDP University of Puerto Rico	San Juan	PR	Pri 4yr

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HSI	EDP University of Puerto Rico Inc - San Sebastian	San Sebastian	PR	Pri 4yr
HSI	Humacao Community College	Humacao	PR	Pri 4yr
HSI	Instituto Tecnologico de Puerto Rico - Recinto de Manati	Manati	PR	Pub 2yr
HSI	Inter American University of Puerto Rico - Aguadilla Campus	Aguadilla	PR	Pri 4yr
HSI	Inter American University of Puerto Rico - Arecibo Campus	Arecibo	PR	Pri 4yr
HSI	Inter American University of Puerto Rico - Barranquitas Campus	Barranquitas	PR	Pri 4yr
HSI	Inter American University of Puerto Rico - Bayamon Campus	Bayamon	PR	Pri 4yr
HSI	Inter American University of Puerto Rico - Fajardo Campus	Fajardo	PR	Pri 4yr
HSI	Inter American University of Puerto Rico - Guayama Campus	Guayama	PR	Pri 4yr
HSI	Inter American University of Puerto Rico - Metropolitan Campus	San Juan	PR	Pri 4yr
HSI	Inter American University of Puerto Rico - Ponce Campus	Mercedita	PR	Pri 4yr
HSI	Inter American University of Puerto Rico San German Campus	San German	PR	Pri 4yr
HSI	Pontifical Catholic University of Puerto Rico (The)	Ponce	PR	Pri 4yr
HSI	Pontifical Catholic University of Puerto Rico (The)	Mayaguez	PR	Pri 4yr
HSI	Pontifical Catholic University of Puerto Rico (The)	Arecibo	PR	Pri 4yr
HSI	San Juan Bautista School of Medicine	Caguas	PR	Pri 4yr
HSI	Trinity College of Puerto Rico	Ponce	PR	Pri 2yr
HSI	Universal Technology College of Puerto Rico	Aguadilla	PR	Pri 4yr
HSI	Universidad Adventista De Las Antillas	Mayaguez	PR	Pri 4yr
HSI	Universidad Ana G. Mendez - Gurabo Campus	Gurabo	PR	Pri 4yr
HSI	Universidad Ana G. Mendez, Carolina Campus	Carolina	PR	Pri 4yr
HSI	Universidad Ana G. Mendez, Cupey Campus	San Juan	PR	Pri 4yr
HSI	Universidad Central de Bayamon	Bayamón	PR	Pri 4yr
HSI	Universidad del Sagrado Corazón	Santurce	PR	Pri 4yr
HSI	Universidad Politécnica de Puerto Rico	Hato Rey	PR	Pri 4yr
HSI	University of Puerto Rico - Arecibo	Arecibo	PR	Pub 4yr
HSI	University of Puerto Rico - Cayey University College	Cayey	PR	Pub 4yr
HSI	University of Puerto Rico - Humacao University College	Humacao	PR	Pub 4yr
HSI	University of Puerto Rico - Mayaguez	Mayaguez	PR	Pub 4yr
HSI	University of Puerto Rico - Medical Science Campus	San Juan	PR	Pub 4yr
HSI	University of Puerto Rico - Rio Piedras Campus	San Juan	PR	Pub 4yr
HSI	University of Puerto Rico, Aguadilla Regional College	Aguadilla	PR	Pub 4yr
HBCU	Allen University	Columbia	SC	Pri 4yr

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HBCU	Benedict College	Columbia	SC	Pri 4yr
HBCU	Claflin University	Orangeburg	SC	Pri 4yr
HBCU	Clinton College	Rock Hill	SC	Pri 4yr
HBCU	Denmark Technical College	Denmark	SC	Pub 2yr
HBCU	Morris College	Sumter	SC	Pri 4yr
HBCU	South Carolina State University	Orangeburg	SC	Pub 4yr
HBCU	Voorhees College	Denmark	SC	Pri 4yr
PBI	Central Carolina Technical College	Sumter	SC	Pub 2yr
PBI	Florence - Darlington Technical College	Florence	SC	Pub 2yr
PBI	Limestone College	Gaffney	SC	Pri 4yr
PBI	Northeastern Technical College	Cheraw	SC	Pub 2yr
PBI	Orangeburg - Calhoun Technical College	Orangeburg	SC	Pub 2yr
PBI	Williamsburg Technical College	Kingstree	SC	Pub 2yr
NASNTI	Western Dakota Technical Institute	Rapid City	SD	Pub 2yr
TCU	Oglala Lakota College	Kyle	SD	Pub 4yr
TCU	Sinte Gleska University	Mission	SD	Pri 4yr
TCU	Sisseton Wahpeton College	Sisseton	SD	Pub 2yr
HBCU	American Baptist Theological Seminary	Nashville	TN	Pri 4yr
HBCU	Fisk University	Nashville	TN	Pri 4yr
HBCU	Lane College	Jackson	TN	Pri 4yr
HBCU	LeMoyne - Owen College	Memphis	TN	Pri 4yr
HBCU	Tennessee State University	Nashville	TN	Pub 4yr
PBI	Baptist Memorial College of Health Sciences	Memphis	TN	Pri 4yr
PBI	Remington College - Memphis Campus	Memphis	TN	Pri 4yr
PBI	Southwest Tennessee Community College	Memphis	TN	Pub 2yr
AANAPISI & HSI	Brookhaven College	Farmers Branch	TX	Pub 2yr
AANAPISI & HSI	Houston Community College	Houston	TX	Pub 2yr
AANAPISI & HSI	North Lake College	Irving	TX	Pub 2yr
AANAPISI & HSI	Richland College	Dallas	TX	Pub 2yr
AANAPISI & HSI	University of Houston	Houston	TX	Pub 4yr
AANAPISI & HSI	University of Saint Thomas	Houston	TX	Pri 4yr
AANAPISI & HSI	Wharton County Junior College	Wharton	TX	Pub 2yr
HBCU	Huston - Tillotson University	Austin	TX	Pri 4yr

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HBCU	Jarvis Christian College	Hawkins	TX	Pri 4yr
HBCU	Paul Quinn College	Dallas	TX	Pri 4yr
HBCU	Prairie View Agricultural & Mechanical University	Prairie View	TX	Pub 4yr
HBCU	Saint Philip's College	San Antonio	TX	Pub 2yr
HBCU	Southwestern Christian College	Terrell	TX	Pri 4yr
HBCU	Texas College	Tyler	TX	Pri 4yr
HBCU	Texas Southern University	Houston	TX	Pub 4yr
HBCU	Wiley College	Marshall	TX	Pri 4yr
HSI	Altierus Career College - Arlington	Arlington	TX	Pri 2yr
HSI	Altierus Career College - Fort Worth South	Ft Worth	TX	Pri 2yr
HSI	Alvin Community College	Alvin	TX	Pub 2yr
HSI	Amarillo College	Amarillo	TX	Pub 2yr
HSI	Angelina College	Lufkin	TX	Pub 2yr
HSI	Angelo State University	San Angelo	TX	Pub 4yr
HSI	Austin Community College	Austin	TX	Pub 2yr
HSI	Brazosport College	Lake Jackson	TX	Pub 4yr
HSI	Cisco College	Cisco	TX	Pub 2yr
HSI	Clarendon College	Clarendon	TX	Pub 2yr
HSI	Coastal Bend College	Beeville	TX	Pub 2yr
HSI	College of the Mainland	Texas City	TX	Pub 2yr
HSI	Concordia University Texas	Austin	TX	Pri 4yr
HSI	Del Mar College	Corpus Christi	TX	Pub 2yr
HSI	Eastfield College	Mesquite	TX	Pub 2yr
HSI	El Centro College	Dallas	TX	Pub 2yr
HSI	El Paso Community College	El Paso	TX	Pub 2yr
HSI	Frank Phillips College	Borger	TX	Pub 2yr
HSI	Galveston College	Galveston	TX	Pub 2yr
HSI	Hallmark University	San Antonio	TX	Pri 4yr
HSI	Houston Baptist University	Houston	TX	Pri 4yr
HSI	Howard County Junior College District	Big Spring	TX	Pub 2yr
HSI	Jacksonville College	Jacksonville	TX	Pri 2yr
HSI	Lamar State College - Port Arthur	Port Arthur	TX	Pub 2yr
HSI	Laredo College	Laredo	TX	Pub 2yr

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HSI	Lee College	Baytown	TX	Pub 2yr
HSI	Lone Star College System	The Woodlands	TX	Pub 2yr
HSI	McLennan Community College	Waco	TX	Pub 2yr
HSI	McMurry University	Abilene	TX	Pri 4yr
HSI	Mountain View College	Dallas	TX	Pub 2yr
HSI	Northeast Texas Community College	Mount Pleasant	TX	Pub 2yr
HSI	Northwest Vista College	San Antonio	TX	Pub 2yr
HSI	Odessa College	Odessa	TX	Pub 2yr
HSI	Our Lady of The Lake University	San Antonio	TX	Pri 4yr
HSI	Palo Alto College	San Antonio	TX	Pub 2yr
HSI	Remington College	Garland	TX	Pri 4yr
HSI	Remington College - Fort Worth Campus	Fort Worth	TX	Pri 4yr
HSI	Remington College - Houston Southeast Campus	Webster	TX	Pri 2yr
HSI	San Antonio College	San Antonio	TX	Pub 2yr
HSI	San Jacinto Community College District	Pasadena	TX	Pub 2yr
HSI	Schreiner University	Kerrville	TX	Pri 4yr
HSI	South Plains College	Levelland	TX	Pub 2yr
HSI	South Texas College	McAllen	TX	Pub 4yr
HSI	Southwest Texas Junior College	Uvalde	TX	Pub 2yr
HSI	Southwestern Adventist University	Keene	TX	Pri 4yr
HSI	St. Edward's University	Austin	TX	Pri 4yr
HSI	St. Mary's University	San Antonio	TX	Pri 4yr
HSI	Sul Ross State University	Alpine	TX	Pub 4yr
HSI	Tarrant County College District	Fort Worth	TX	Pub 2yr
HSI	Temple College	Temple	TX	Pub 2yr
HSI	Texas A&M International University	Laredo	TX	Pub 4yr
HSI	Texas A&M University - Corpus Christi	Corpus Christi	TX	Pub 4yr
HSI	Texas A&M University - Kingsville	Kingsville	TX	Pub 4yr
HSI	Texas A&M University - San Antonio	San Antonio	TX	Pub 4yr
HSI	Texas Lutheran University	Seguin	TX	Pri 4yr
HSI	Texas Southmost College	Brownsville	TX	Pub 2yr
HSI	Texas State Technical College	Waco	TX	Pub 2yr
HSI	Texas State University	San Marcos	TX	Pub 4yr

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HSI	Texas Tech University	Lubbock	TX	Pub 4yr
HSI	Texas Wesleyan University	Fort Worth	TX	Pri 4yr
HSI	Texas Woman's University	Denton	TX	Pub 4yr
HSI	University of Houston - Clear Lake	Houston	TX	Pub 4yr
HSI	University of Houston - Downtown	Houston	TX	Pub 4yr
HSI	University of Houston - Victoria	Victoria	TX	Pub 4yr
HSI	University of North Texas at Dallas	Dallas	TX	Pub 4yr
HSI	University of Texas - Rio Grande Valley	Edinburg	TX	Pub 4yr
HSI	University of Texas at Arlington	Arlington	TX	Pub 4yr
HSI	University of Texas at El Paso	El Paso	TX	Pub 4yr
HSI	University of Texas at San Antonio	San Antonio	TX	Pub 4yr
HSI	University of Texas Health Science Center at San Antonio	San Antonio	TX	Pub 4yr
HSI	University of Texas of the Permian Basin	Odessa	TX	Pub 4yr
HSI	University of the Incarnate Word	San Antonio	TX	Pri 4yr
HSI	Vernon College	Vernon	TX	Pub 2yr
HSI	Victoria College	Victoria	TX	Pub 2yr
HSI	Western Texas College	Snyder	TX	Pub 2yr
HSI & PBI	Altierus Career College - Bissonnet	Houston	TX	Pri 2yr
HSI & PBI	Cedar Valley College	Lancaster	TX	Pub 2yr
HSI & PBI	Remington College-North Houston Campus	Houston	TX	Pri 4yr
PBI	Dallas Nursing Institute	Dallas	TX	Pri 4yr
AANAPISI	Northern Virginia Community College	Annandale	VA	Pub 2yr
HBCU	Hampton University	Hampton	VA	Pri 4yr
HBCU	Norfolk State University	Norfolk	VA	Pub 4yr
HBCU	Virginia State University	Petersburg	VA	Pub 4yr
HBCU	Virginia Union University	Richmond	VA	Pri 4yr
HBCU	Virginia University of Lynchburg	Lynchburg	VA	Pri 4yr
HBCU	University of the Virgin Islands	Charlotte Amalie	VI	Pub 4yr
AANAPISI	Bastyr University	Kenmore	WA	Pri 4yr
AANAPISI	Bellevue College	Bellevue	WA	Pub 4yr
AANAPISI	Edmonds Community College	Lynnwood	WA	Pub 4yr
AANAPISI	Green River College	Auburn	WA	Pub 4yr
AANAPISI	Highline College	Des Moines	WA	Pub 4yr

2020 List of Minority Serving Institutions

This list is based on 2020 data from the U.S. Department of Education. It includes institutions that qualify for MSI funding and those receiving MSI funding.

MSI Type	Institution	City	State/Territory	Type
AANAPISI	Lake Washington Institute of Technology	Kirkland	WA	Pub 4yr
AANAPISI	Pierce College	Lakewood	WA	Pub 4yr
AANAPISI	Saint Martin's University	Lacey	WA	Pri 4yr
AANAPISI	Seattle Central College	Seattle	WA	Pub 4yr
AANAPISI	Shoreline Community College	Shoreline	WA	Pub 2yr
AANAPISI	University of Washington - Seattle	Bothell	WA	Pub 4yr
AANAPISI	University of Washington - Tacoma Campus	Tacoma	WA	Pub 4yr
HSI	Big Bend Community College	Moses Lake	WA	Pub 2yr
HSI	Columbia Basin College	Pasco	WA	Pub 4yr
HSI	Heritage University	Toppenish	WA	Pri 4yr
HSI	Perry Technical Institute	Yakima	WA	Pri 2yr
HSI	Wenatchee Valley College	Wenatchee	WA	Pub 4yr
HSI	Yakima Valley College	Yakima	WA	Pub 4yr
TCU	Northwest Indian College	Bellingham	WA	Pub 4yr
ANNH & NASNTI	East - West University	Keshena	WI	Pri 4yr
HSI	Alverno College	Milwaukee	WI	Pri 4yr
TCU	College of Menominee Nation	Keshena	WI	Pri 4yr
TCU	Lac Courte Oreilles Ojibwa Community College	Hayward	WI	Pub 2yr
HBCU	Bluefield State College	Bluefield	WV	Pub 4yr
HBCU	West Virginia State University	Institute	WV	Pub 4yr

AGENDA ITEM REVIEW FORM

Work Session **2. D.**

Meeting Date: 04/07/2021

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding ratifying staff's correction of the entity's name from Don Peterson Engineering, Inc. to DPE Construction, Inc., on the contract City Council approved on March 17, 2021, for the construction of the Magrino Industrial Park Unit III, base phase roadway improvements project from Don Peterson Engineering, Inc. to DPE Construction, Inc. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

Background

On March 17, 2021, City Council approved the construction contract to build the Magrino Industrial Park, Phase III base roadway improvements. As City Council Members may recall, the City of San Luis received a $500,000.00 Arizona Department of Transportation (ADOT) grant to pay for the road's construction. As per the June 2020, agreement between the Greater Yuma Port Authority (GYPA) and the city, GYPA will pay the $50,000.00 (10%) match as required by the grant and $21,997.80 for engineering services for the construction administration.

After competitive bidding, City Council awarded the contract to the low bid. The correct entity name is DPE, Construction, Inc. However, in the March 17, 2021, agenda item and on the contract, the entity name was "Don Peterson Engineering, Inc" Don Peterson Engineering, Inc. is the parent company to DPE Construction, Inc. The entity that will actually do the work is DPE Construction, Inc. The error only appeared on one page of the contract, so staff substituted the correct name and replaced that page.

So that the record is clear, staff requests that this matter be set on the following week's consent agenda to ratify staff's correction.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff, no action item.

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.

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

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

This item corrects the contract already approve. There is no fiscal impact for this item. However, the fiscal impact from the March 17, 2021, Agenda Item is included for information only.

Attachments

Corrected DPE Contract
Uncorrected Version DPE
DPE Contract 4/5/2021
DPE Proposal
Bid Sheet
City-GYPA Agreement
ADOT Grant
Evaluation

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 DPE Construction, 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 $496,392 Dollars and 25 Cents ($496,392.25), 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 that 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: **APPROVED AS TO FORM:**

_____ _____

Sonia Cornelio, City Clerk Kay Marion Macuil, City Attorney

AGREEMENT

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

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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.

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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.

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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.

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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.

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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

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 DPE Construction, 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 that 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 hereinabove named, on the date and year first above written.

ATTEST:

_____
Witness, if Contractor is an Individual

_____
(Authorized Signature)

By: James Allen
(Printed Name)

Title: Vice President

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

MAGRINO INDUSTRIAL PARK UNIT NO. 3 BASE PHASE ROADWAY IMPROVEMENTS

CONTRACT PERFORMANCE SURETY BOND

Bond No. 30103458

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: Magrino Industrial Park Unit No. 3 Base Phase Roadway Improvements
For: City of San Luis

KNOW ALL PERSONS BY THESE PRESENTS: that

DPE Construction, Inc.
(Name of Contractor)

1636-A E. 20th Street, Yuma, AZ 85365
(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Western Surety Company
(Name of Surety)

151 N. Franklin Street, Floor 9, Chicago, IL 60606
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of San Luis
(Name of Owner)

P. O. Box 1170, San Luis, AZ 85349
(Address of Owner)

Hereinafter called OWNER in the total aggregate penal sum of

Five Hundred Sixteen Thousand Nine Hundred Ninety-Two and 25/100---------- Dollars ($516,992.25)

in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 17th day of March 2021, **Magrino Industrial Park Unit No. 3 Base Phase Roadway Improvements,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation is void. Otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length herein.
The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge

of the Court. NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change. Extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract price more than 20 percent, so as to bind. The PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in four

Counterparts, each one of which shall be deemed an original, this the 29th day of March, 2021.

Constructors Bonding, Inc. of Nevada
Agency of Record

P. O. Box 36797, Las Vegas, NV 89133-6797
Agency Address

Western Surety Company
Surety [Seal]
By

Surety Signature {Attach current power of attorney}

Gregory P. Griffith, Attorney-in-fact
Name and Title

DPE Construction, Inc.
Principal [Seal]
By

Principal Signature

James Allen, V.P.
Name and Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

*****END OF SECTION*****

DOCUMENT 00520
LABOR AND MATERIALS SURETY BOND

Bond No. 30103458

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: Magrino Industrial Park Unit No. 3 Base Phase Roadway Improvements
For: City of San Luis

KNOW ALL MEN BY THESE PRESENTS:

That, DPE Construction, Inc., (hereinafter called the Principal), as Principal, and Western Surety Company, (hereinafter called Surety) a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Chicago, IL, and duly licensed and possessing a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held firmly bound unto Greater Yuma Port Authority, Inc., State of Arizona (hereinafter called Obligee) in the amount of:
Five Hundred Sixteen Thousand Nine Hundred Ninety-Two and 25/100---------- Dollars ($ 516,992.25) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 17th day of March 2021, for **Magrino Industrial Park Unit No. 3 Base Phase Roadway Improvements,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 29th day of March, 2021.

Constructors Bonding, Inc. of Nevada
Agency of Record

P. O. Box 36797, Las Vegas, NV 89133-6797
Agency Address

Western Surety Company	DPE Construction, Inc.
Surety [Seal]	Principal [Seal]
By _____	By _____
Surety Signature {Attach current power of attorney}	Principal Signature
Gregory P. Griffith, Attorney-in-fact	Jana Allen, V.P.
Name and Title	Name and Title

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 29th 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Capital West Insurance
8501 N Scottsdale Rd
Ste 200
Scottsdale AZ 85253

CONTACT NAME: Amanda West
PHONE (A/C, No, Ext): (480) 838-8000 **FAX (A/C, No):** (480) 838-8002
E-MAIL ADDRESS: amanda@capitalwestins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : StarNet Insurance Co	40045
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DPE Construction, Inc.
1636 E. 20th St.
Yuma AZ 85365

COVERAGES **CERTIFICATE NUMBER:** CL20121026155 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	SNWC318002	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies in favor of the certificate holder per written contract on workers compensation per form WC000313 0484. Project: Magrino Subdivision Unit 3 - GRT-20-0008022-T

CERTIFICATE HOLDER
City of San Luis
1090 East Union St
PO Box 1170
San Luis AZ 85349

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amanda West

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION REQUIRED BY A WRITTEN CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.

The following statement only applies to policies or exposure in Missouri: Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	01/01/2021	Policy No. SNWC318002	Endorsement No.
Insured	DPE Construction, Inc.		Premium $
Insurance Company	StarNet Insurance Company		

Countersigned by _____

© 1983 National Council on Compensation Insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Yuma Insurance, Inc.
P.O. Box 5713
Yuma AZ 85366

CONTACT NAME: Taylour Stewart
PHONE (A/C, No, Ext): 928-344-3500 **FAX (A/C, No):** 928-344-3507
E-MAIL ADDRESS: taylour.stewart@yumainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EMCASCO Insurance Company	21407
INSURER B : Employers Mutual Casualty Comp	21415
INSURER C : Starstone Specialty Insurance	44776
INSURER D : James River Ins Co	12203
INSURER E :	
INSURER F :	

INSURED DPECONS-01
DPE Construction, Inc. Don Peterson Engineers, Inc.
1636-A East 20th Street
Yuma AZ 85365

COVERAGES **CERTIFICATE NUMBER:** 770148078 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	5D90827	8/1/2020	8/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			5E90827	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			5J90827	8/1/2020	8/1/2021	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C D B	1st Layer $2M Excess 2nd Layer $2M Excess Leased Rented Equip			86216X200ALI 000939661 5C90827	8/1/2020 8/1/2020 8/1/2020	8/1/2021 8/1/2021 8/1/2021	Occurrence/Aggregate Occurrence/Aggregate Lease/Rent EQ $1k Ded	2,000,000 2,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Construction Contract No. GRT-20-0008022-T

Magrino Subdivision Unit 3-Base Phase Improvement Project

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

per attached form CG7578 0219 Include Additional Insured and Waive of Subrogation

CERTIFICATE HOLDER

City of San Luis
PO BOX 1170
San Luis AZ 85349
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	**Deductible**
$5,000 Each Occurrence	$250 Per Claim
$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

(1) insureds;

(2) claims made or "suits" brought;

(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

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E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years.**

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

a. Currently in effect or becomes effective during the policy period; and

b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f);** or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or

2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

Includes copyrighted material of ISO Properties, Inc. with its permission.

(a) No Coverage; or

(b) $1,000; or

(c) $5,000; or

(d) A limit higher than $10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph **2.** is amended to add the following:

e. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

f. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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
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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)

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**

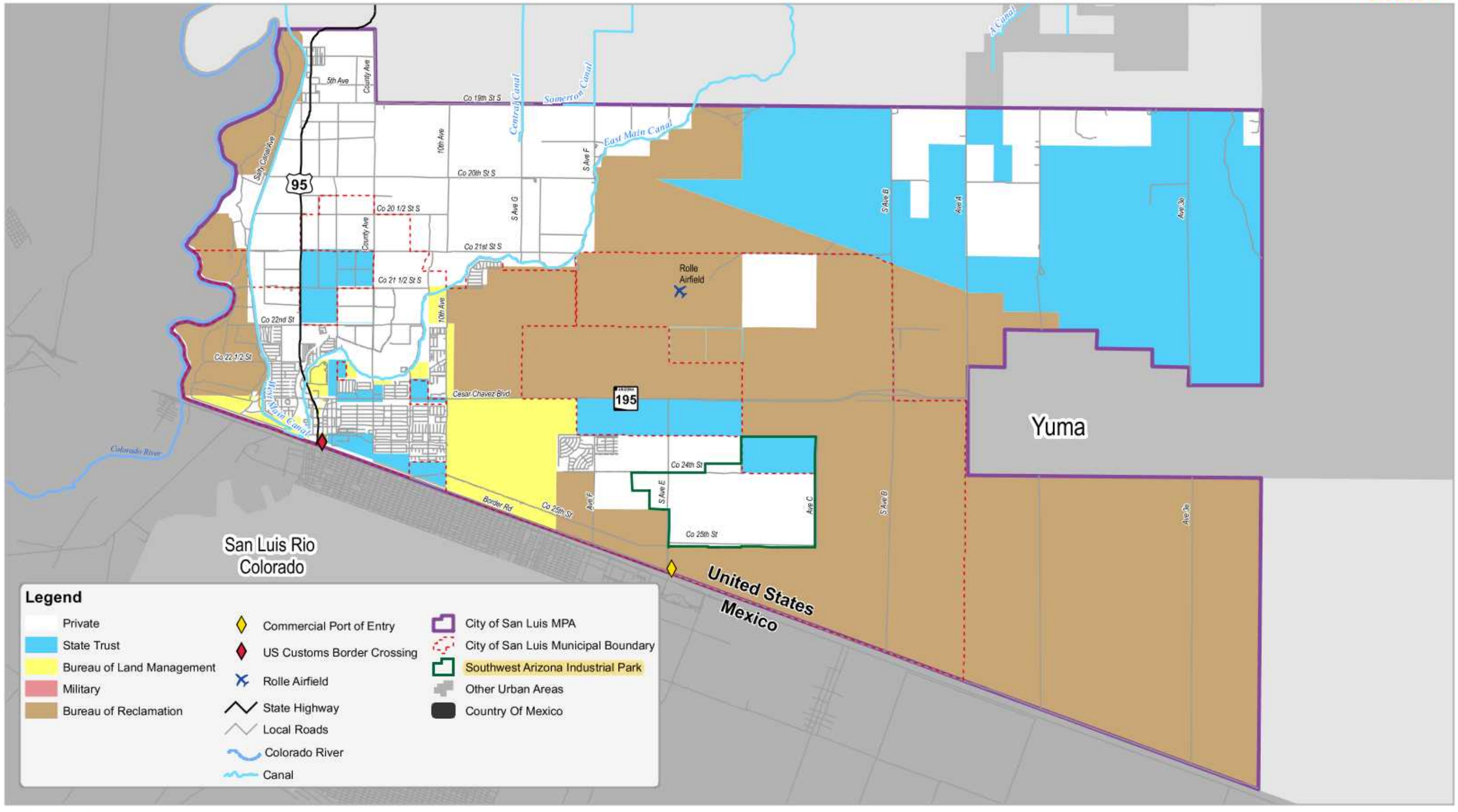
OTHRE COSTS INELIGIBLE FOR ESP REIMBURMENT	
Description	**Total Cost ($)**
Contracted Engineer Assessment of Costs	$41,960.00

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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.

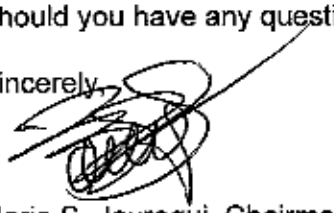
A key deliverable of this project would be the continued expansion in utilization of the San Luis II Land Based Port of Entry. At this time, the port is underutilized and has room for growth and to accommodate higher volumes of trucks. To appeal to future users, the Magrino Industrial Park will be able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

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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,

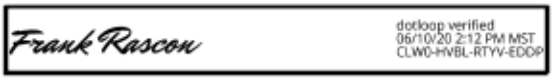
As owner of Franks Trucking, I am writing you in support of the Economic Strength Program grant application in the amount of $500,000 for the continued development of the Magrino Industrial Park as submitted by the City of San Luis and the Greater Yuma Port Authority. This industrial park has served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

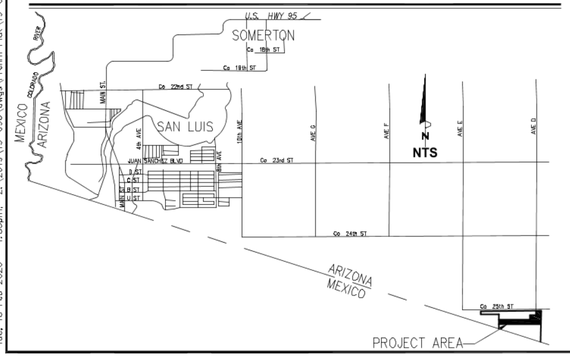
ELECTRIC – APS COMPANY
MAIL STATION 4853
6700 E. 30TH STREET
YUMA, ARIZONA 85364
(928) 336–9838 (ANNE CAMACHO)

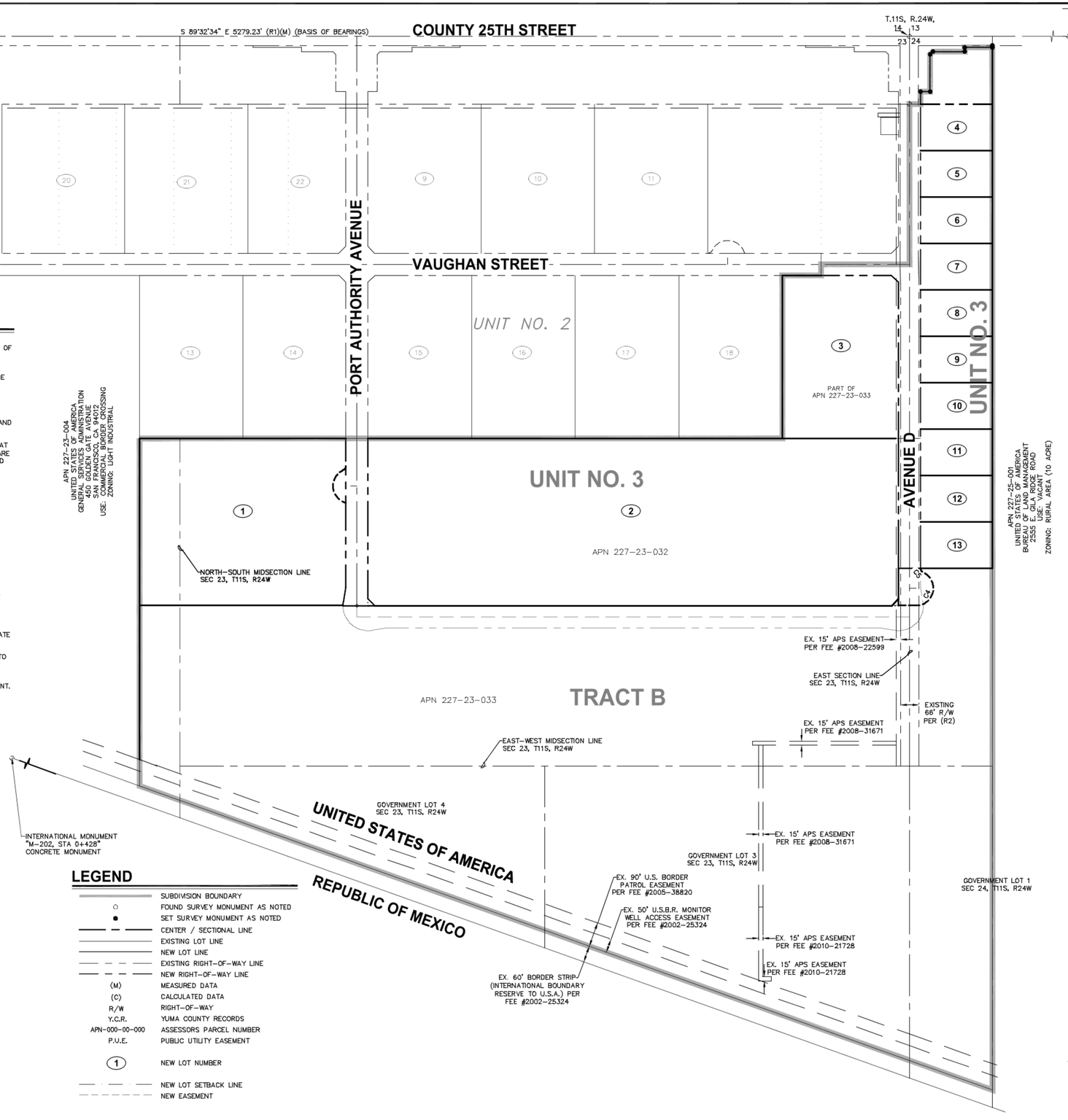
FIRE PROTECTION – SAN LUIS FIRE DEPARTMENT
1165 N. McCAIN AVENUE
P.O. BOX 445
SAN LUIS, AZ 85349
(928) 341–8550 (ANGEL RAMIEREZ)

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.

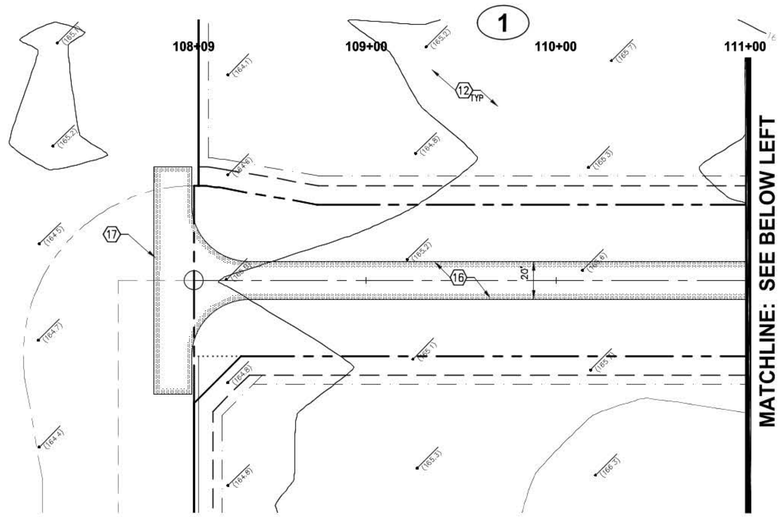
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed 12/31/19
ARIZONA, U.S.A.

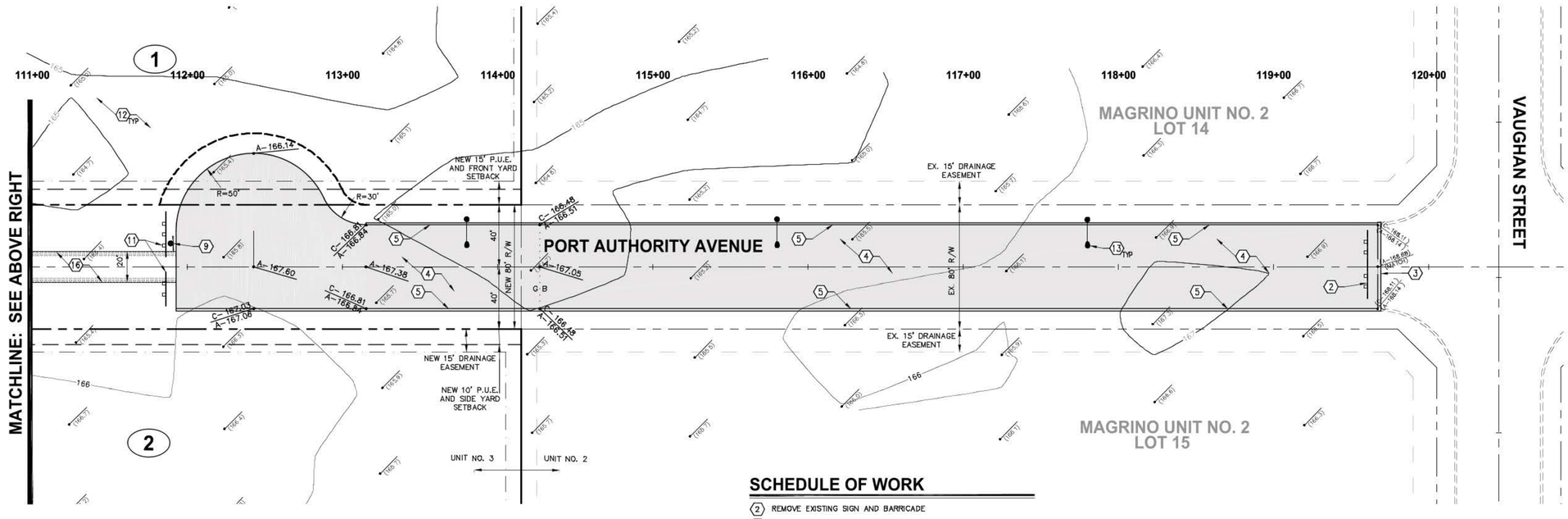
Date:	DEC. 2019
Designed:	K.L.B.
Drawn:	J.M.G.
Checked:	D.J.N.
Proj. No.:	19–096

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

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

DRAWING RECORD:

No.	DATE:
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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

ROADWAY PLAN

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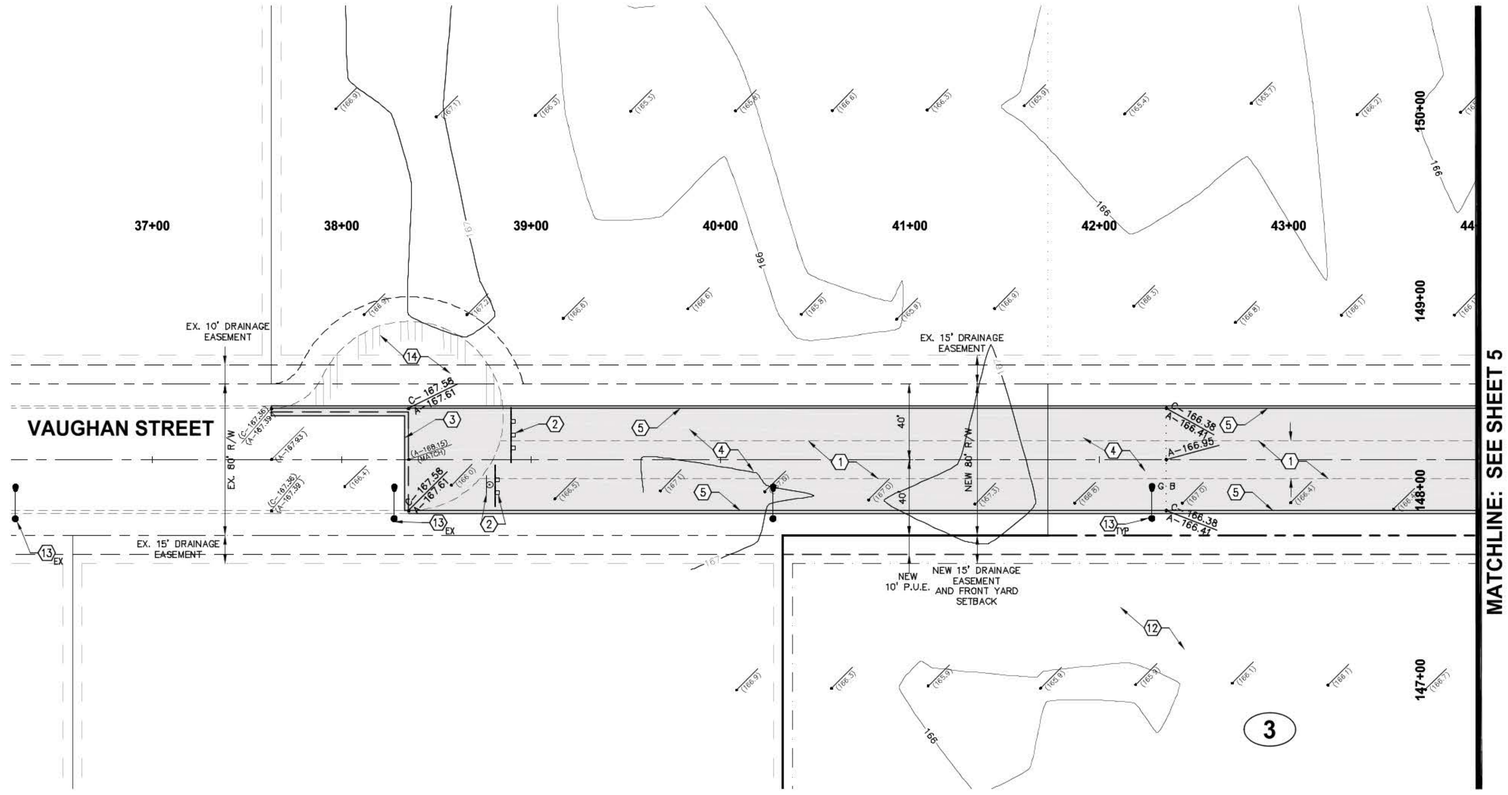
Registered Professional Engineer (Civil)
CERTIFICATE NO.
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DOUGLAS J. NICHOLLS
Date Signed 12/17/19
ARIZONA, U.S.A.

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

SHEET 2

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

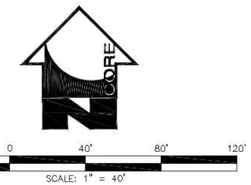
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MATCHLINE: SEE SHEET 5

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)
10	24" SOLID WHITE THERMOPLASTIC STRIPE	
11	TYPE III BARRICADE	-SEE DETAILS A/7
12	ON-SITE LOT GRADING AND RETENTION BY FUTURE LOT DEVELOPER	-SEE DETAIL B/7
13	STREET LIGHT	-BY APS
14	REMOVE EXISTING PAVEMENT	
15	PROVIDE COLD JOINT FOR FUTURE REMOVAL	



LEGEND

	FOUND SURVEY MONUMENT AS NOTED
	CENTER / SECTIONAL LINE
	EXISTING EASEMENT (AS NOTED)
	EXISTING LOT LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING SUBDIVISION BOUNDARY
	EXISTING GROUND LINE
EX 12"-W	EXISTING WATER LINE
EX 8"-S	EXISTING SEWER LINE
EX-E-(OH)	EXISTING OVERHEAD ELECTRIC
EX T-(OH)	EXISTING OVERHEAD TELEPHONE
EX-E-(UG)	EXISTING UNDERGROUND ELECTRIC LINE
EX T-(UG)	EXISTING UNDERGROUND TELEPHONE LINE
EX-G	EXISTING GAS LINE
	NEW BORDER CURB
	EXISTING ASPHALT
	EXISTING CONCRETE
	EXISTING ABC CANAL ROAD
	NEW ASPHALT
	NEW ABC PAVEMENT FOR ACCESS ROAD
	EXISTING CHAIN LINK FENCE
	EXISTING BARBED WIRE FENCE
PP	EXISTING POWER POLE
	EXISTING GUY WIRE ANCHOR
WM	EXISTING WATER METER
BOV	EXISTING BLOW OFF
	EXISTING SEWER MANHOLE
	EXISTING ELECTRICAL TRANSFORMER
T-PED	EXISTING TELEPHONE PEDESTAL
EJ-BOX	EXISTING ELECTRICAL JUNCTION BOX
	EXISTING SIGN
	NEW SIGN
	NEW STREET NAME AND STOP SIGN
	NEW LIGHT POLE
	NEW BARRICADE
	EXISTING BARRICADE
	EXISTING FIRE HYDRANT
	EXISTING VALVE
GM	EXISTING GAS METER
	EXISTING SLOPE
	NEW SLOPE
R/W	RIGHT-OF-WAY
FFE	FINISHED FLOOR ELEVATION
100.0	EXISTING GROUND ELEVATION
(C-100.50) (G-100.00)	EXISTING CURB ELEVATION
	EXISTING GUTTER ELEVATION
(CONC-100.00)	EXISTING CONCRETE ELEVATION
(SW-100.00)	EXISTING SIDEWALK ELEVATION
(A-100.00)	EXISTING ASPHALT ELEVATION
(GR-100.00)	EXISTING GRATE ELEVATION
(INV-100.00)	EXISTING INVERT ELEVATION
C-100.00	NEW CURB ELEVATION
G-100.00	NEW GUTTER ELEVATION
A-100.00	NEW ASPHALT ELEVATION
FL-100.00	NEW FLOW WAY ELEVATION
G.B.	NEW GRADE BREAK
100	NEW LOT NUMBER
(M)	MEASURED DATA
(R1)	RECORDED DATA PER BOOK 23 OF PLATS PAGES 57&58, Y.C.R.
(R2)	RECORDED DATA PER COUNTY ROAD MAP #3856
(C)	CALCULATED DATA

Call at least two full working days before you begin excavation.
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DRAWING RECORD:

No.	DATE:
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.	.

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
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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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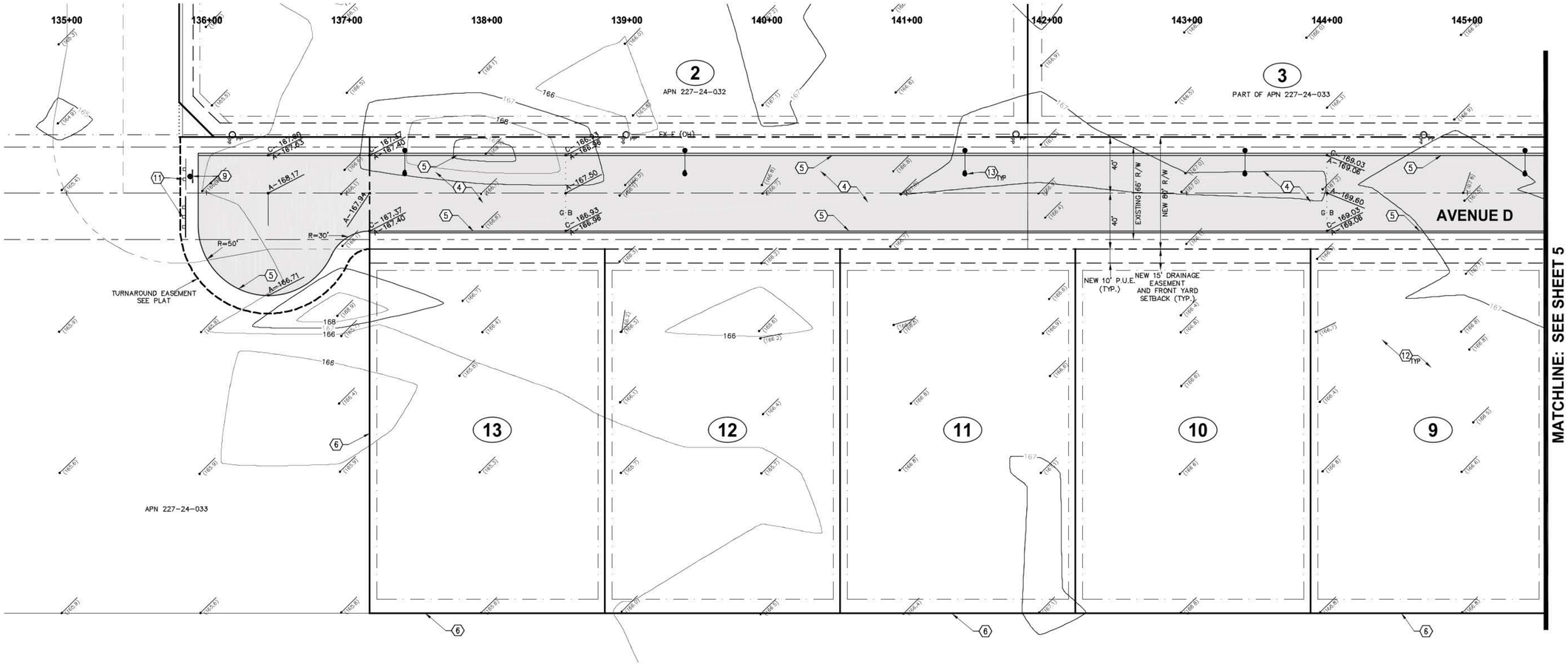
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed
ARIZONA U.S.A.

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

SHEET 3

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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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'

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

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No.	DATE:	

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

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

ROADWAY PLAN

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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 4

Tue, 18 Feb 2020 - 3:35pm, Z:\2019\19-096\dwgs\Prelim Plat\19-096 Prelim Plat Grading Plan.dwg, " Core Engineering Group, PLLC"

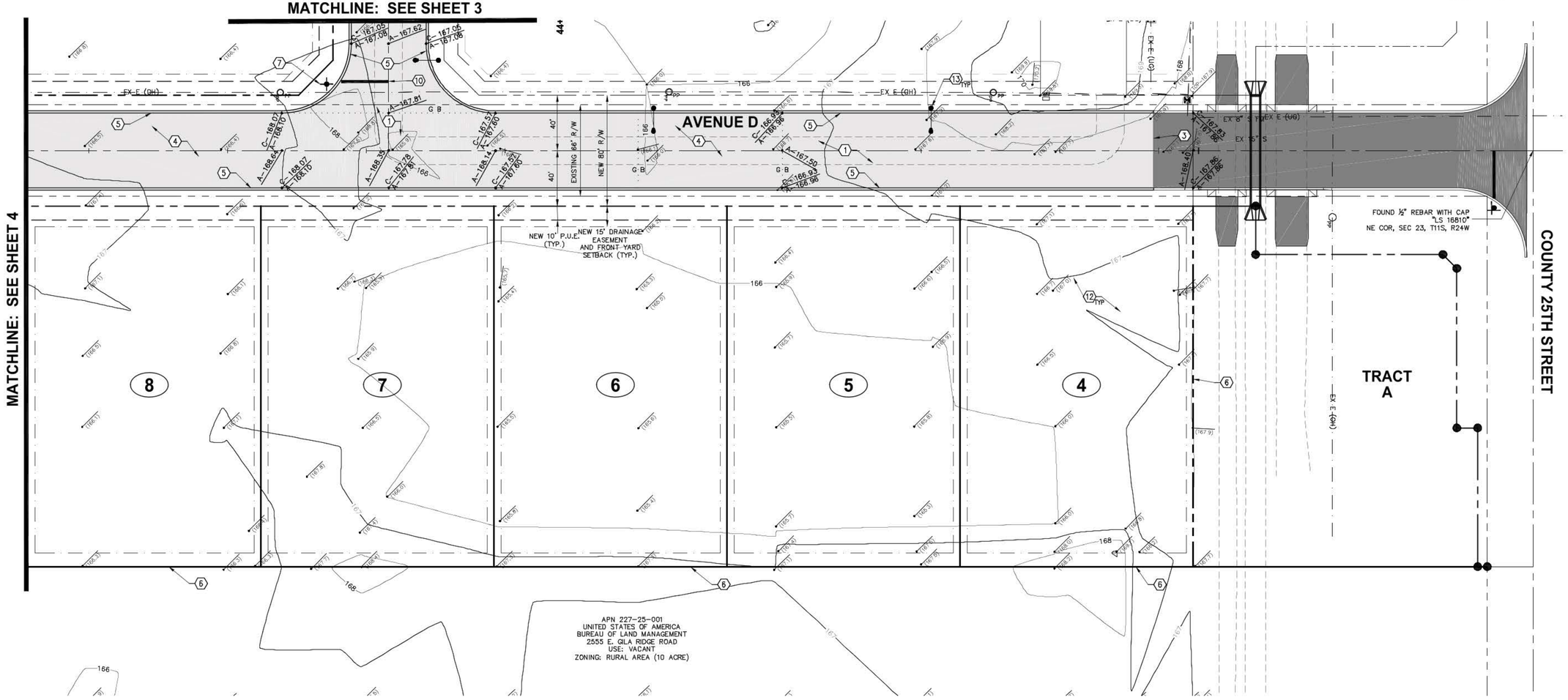
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UNIT NO. 3

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
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	

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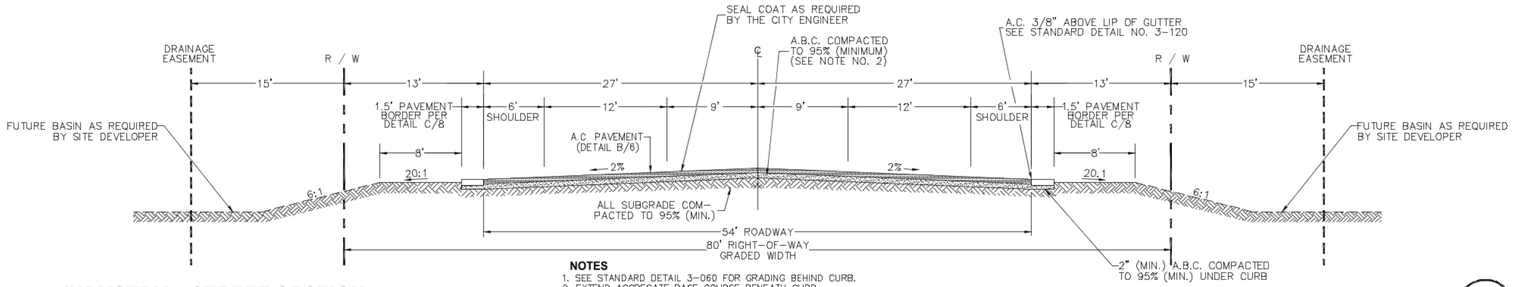
Registered Professional Engineer (Civil)
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32329
DOUGLAS J. NICHOLLS
Date Signed 01-13-20
ARIZONA, U.S.A.

Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
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SHEET 5

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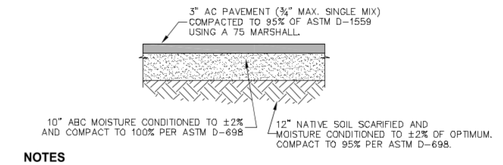


NOTES
1. SEE STANDARD DETAIL 3-060 FOR GRADING BEHIND CURB.
2. EXTEND AGGREGATE BASE COURSE BENEATH CURB.

INDUSTRIAL STREET SECTION

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

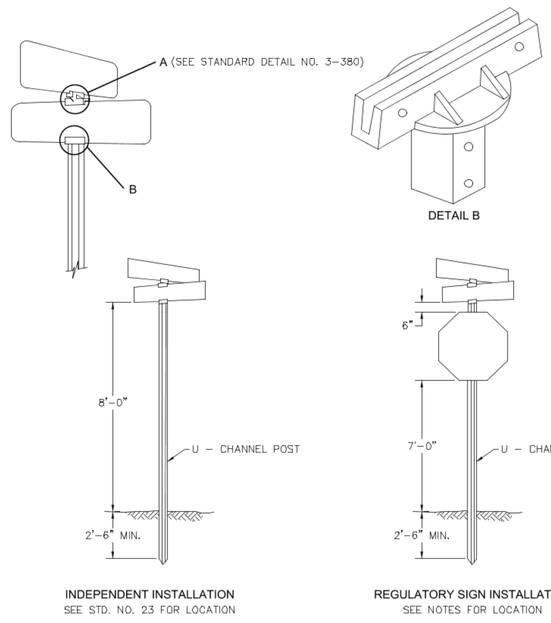
NTS — A / 6



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.

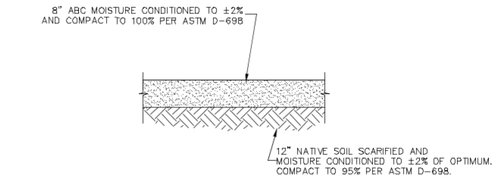
WHEN STREET NAME SIGNS ARE MOUNTED WITH A REGULATORY SIGN, THE LOCATION WILL BE AS PER THE M.U.T.C.D.

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

DOUBLE FACED STREET SIGN - STOP SIGN

YUMA COUNTY CONSTRUCTION STANDARD DETAIL NO. 3-390

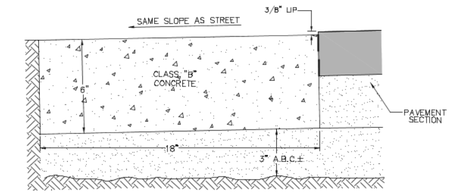
NTS — D / 6



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

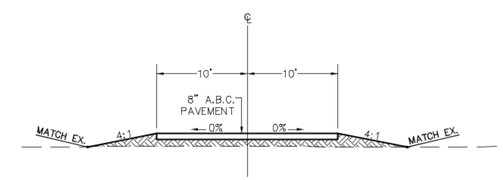


NOTES
1. IN GROUP A SOIL CONDITIONS: 8" OF CONCRETE MAY BE SUBSTITUTED FOR 6" OF CONCRETE AND 3" A.B.C. WITH THE APPROVAL OF THE CITY ENGINEER.
2. BROOM FINISH EXPOSED SURFACE
3. CONTRACTION JOINT SPACING AS PER SECTION 3.3.8 OF PUBLIC WORKS STANDARD
4. EXPANSION JOINT SPACING 50' MAX AS PER SECTION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

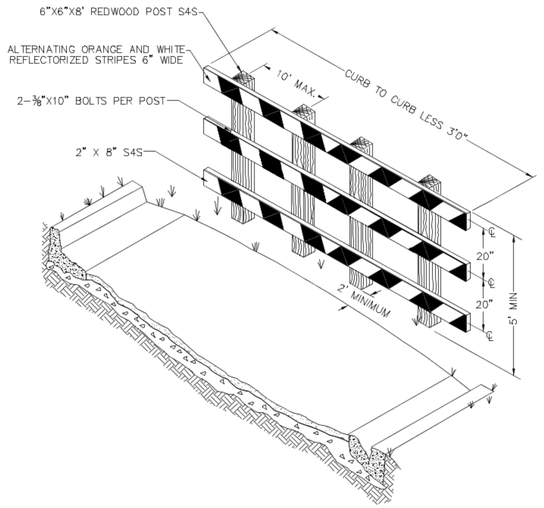
Date: DEC. 2019
Designed: K.L.B.
Drawn: J.M.G.
Checked: D.J.N.
Proj. No.: 19-096

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.

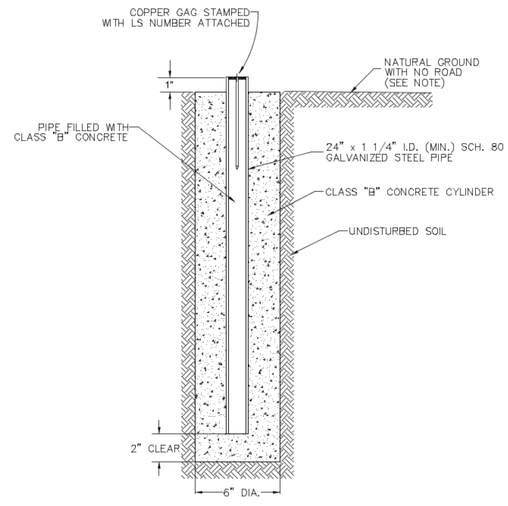
RAIL TIMBER TO BE NO. 1 D.F. S4S AND TO RECEIVE 2 COATS OF OUTSIDE WHITE PAINT ON NON-REFLECTIVE SURFACES. STRIPES SHALL SLOPE TOWARD THE CENTER OF THE PAVEMENT FROM BOTH SIDES, UNLESS OTHERWISE INSTRUCTED BY THE ENGINEER.

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



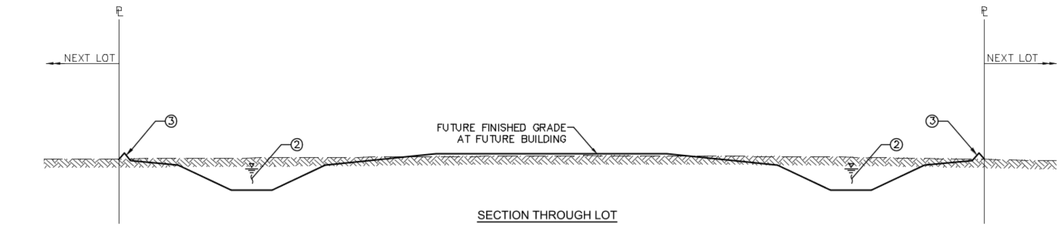
NOTE

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

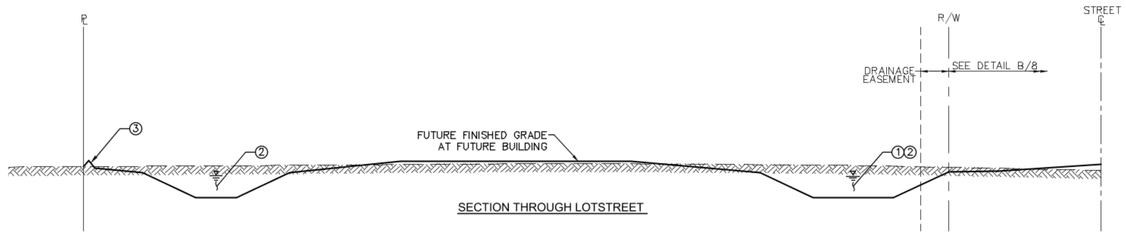
BOUNDARY MONUMENT

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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CORE

MAGRINO INDUSTRIAL PARK UNIT NO. 3

CITY OF SAN LUIS
YUMA COUNTY, ARIZONA

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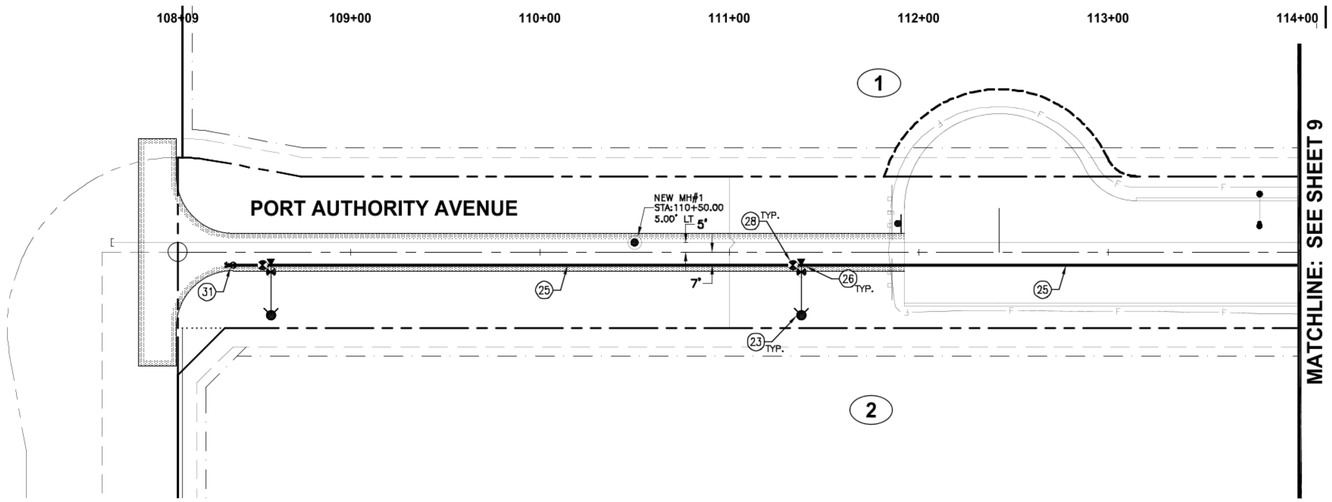
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DOUGLAS J. NICHOLLS
Date Signed: 12-6-19
ARIZONA, U.S.A.

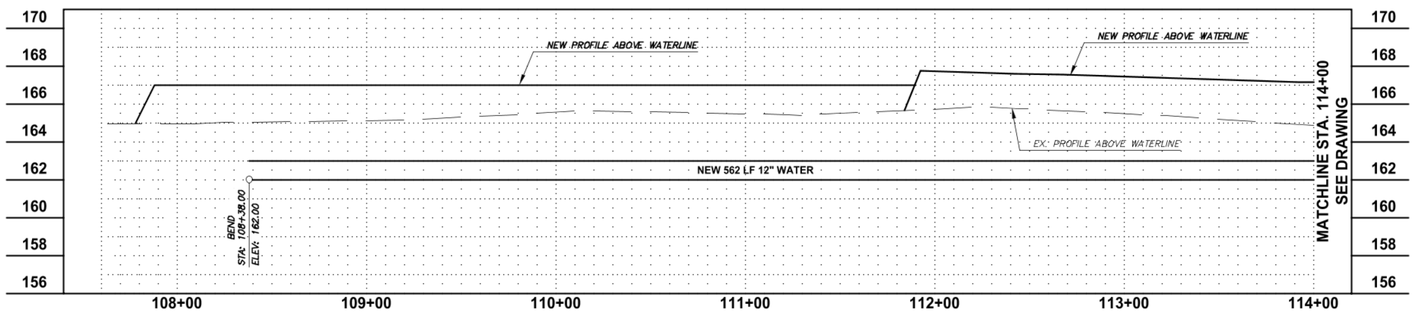
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SHEET 7

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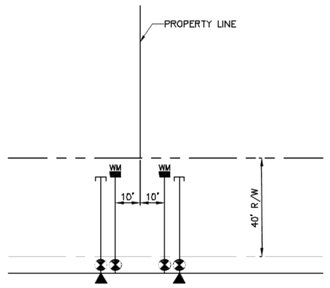
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WATER SCHEDULE OF WORK

(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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MAGRINO INDUSTRIAL PARK UNIT NO. 3

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

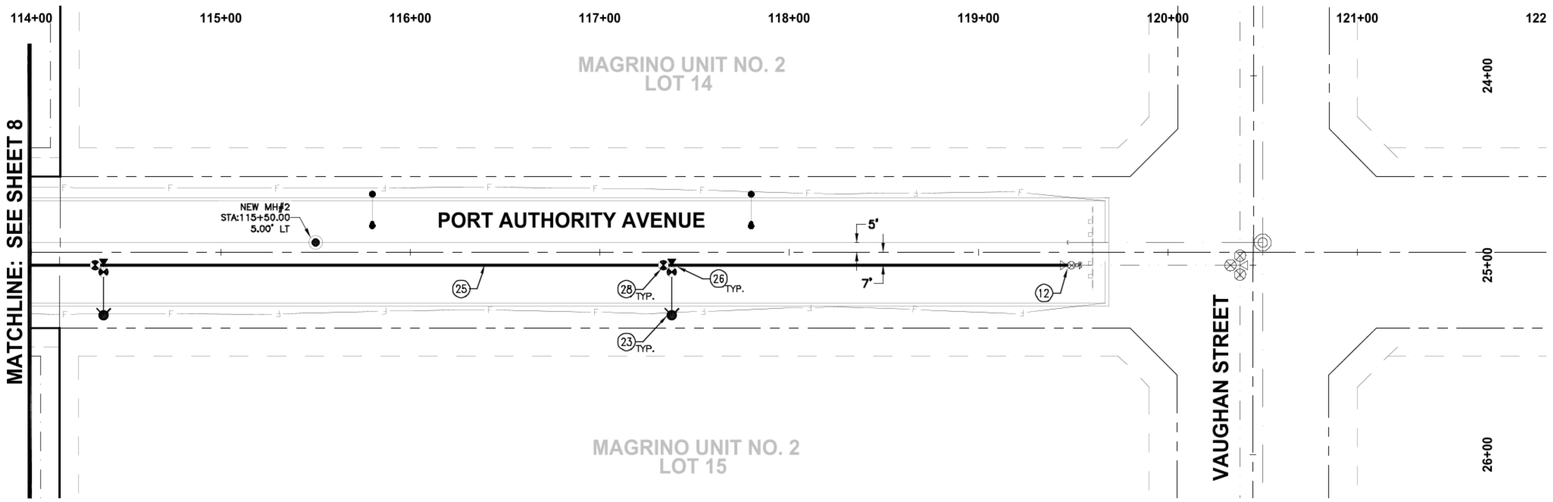
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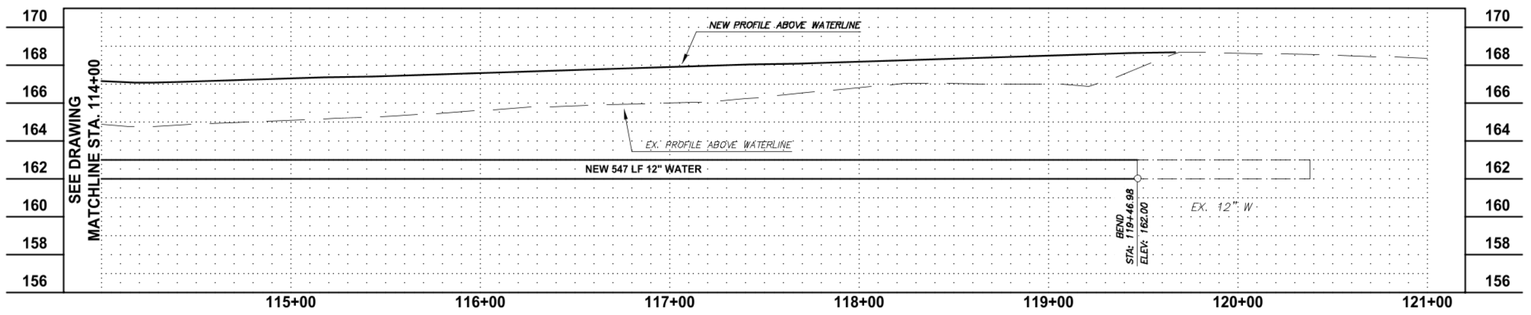
SHEET 8

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(28)	12" GATE VALVE WITH ANCHOR, VALVE BOX, AND COVER	–COY STD NO. 5–065 –COY STD NO. 5–075
(29)	CONNECT NEW 12" WATERLINE TO EXISTING	
(30)	12" 90° BEND AND THRUST BLOCK (COST INCLUDED IN WATERLINE)	–COY STD NO. 5–020 –COY STD NO. 5–025
(31)	WATERMAIN BLOWOFF	–COY STD NO. 5–085

UTILITY DISCLAIMER

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In Maricopa County: (602) 263-1100

CORE

40' 0 40' 80' 120'

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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 - WATER PLAN & PROFILE

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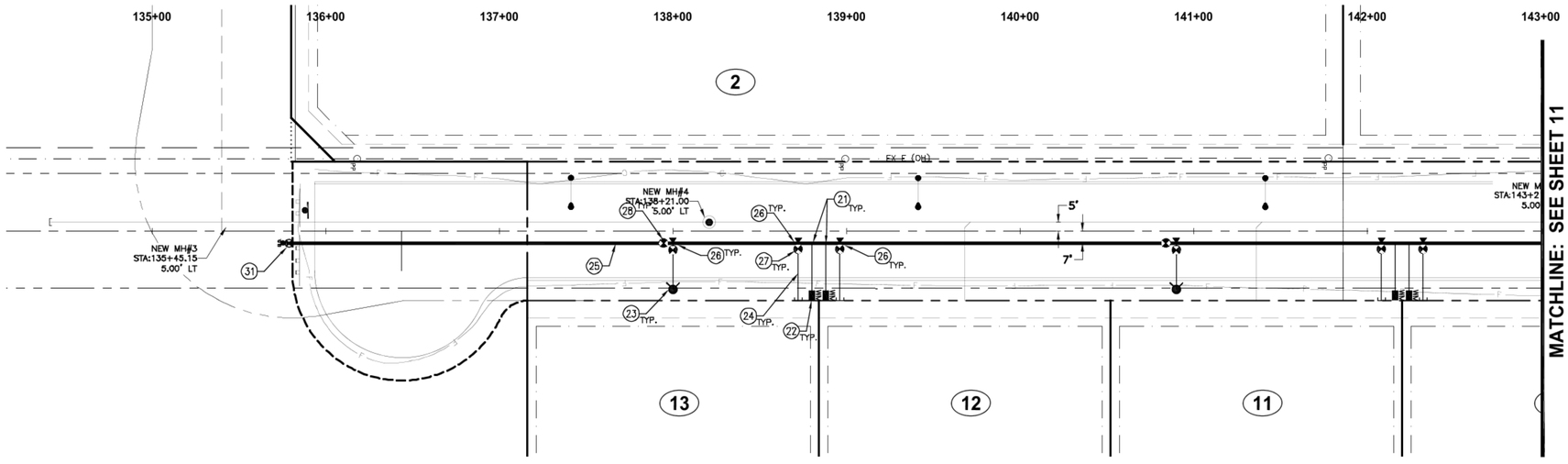
Registered Professional Engineer (Civil)
CERTIFICATE NO.
32329
DOUGLAS J. NICHOLLS
Date Signed: 02/18/20
ARIZONA, U.S.A.

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

SHEET 9

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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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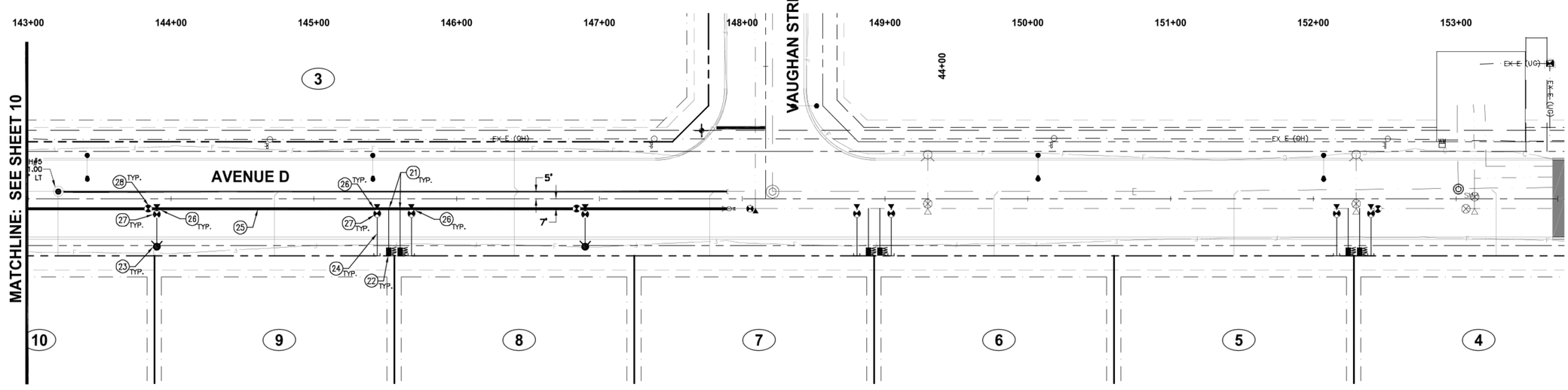
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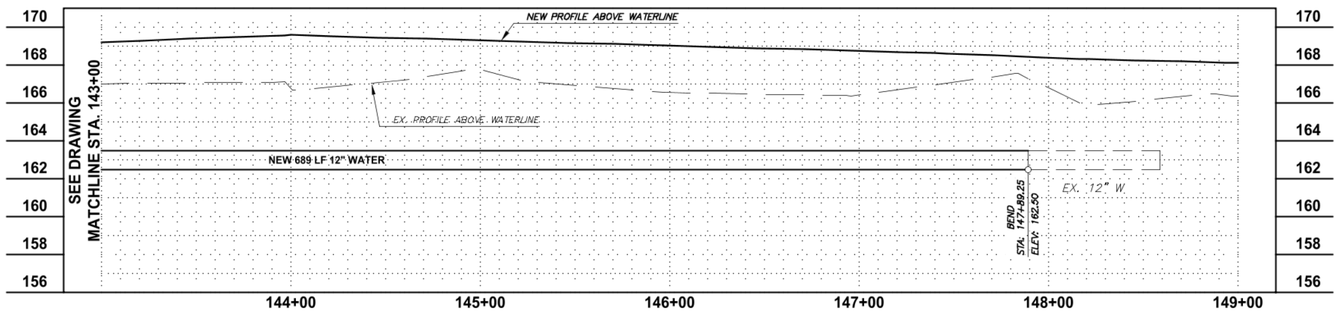
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Checked: D.J.N.
Proj. No.: 19-096

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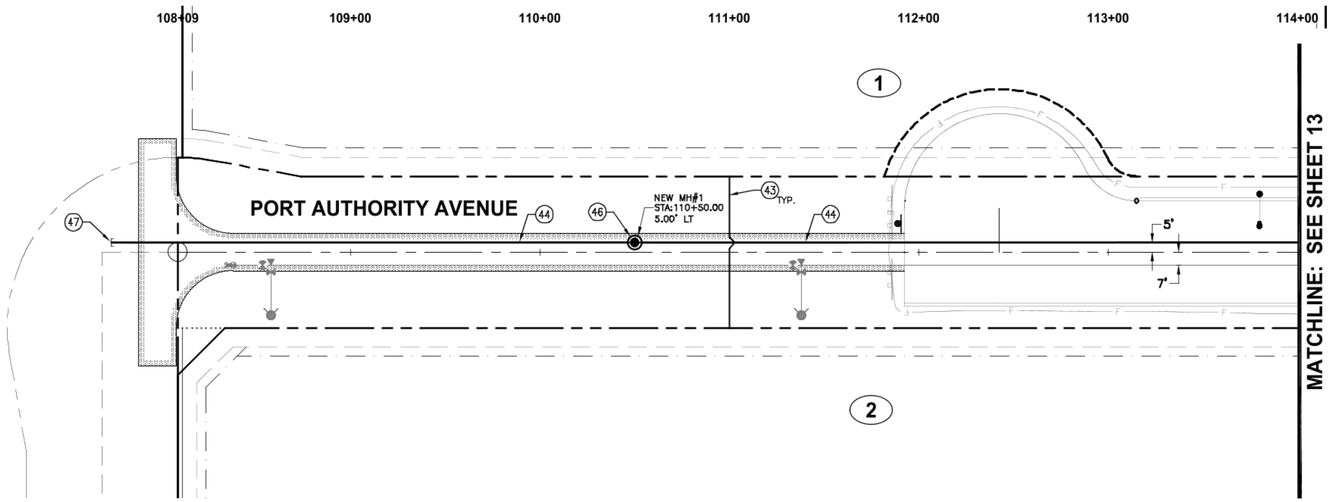
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DOUGLAS J. NICHOLLS
Date Signed 02/18/20
ARIZONA U.S.A.

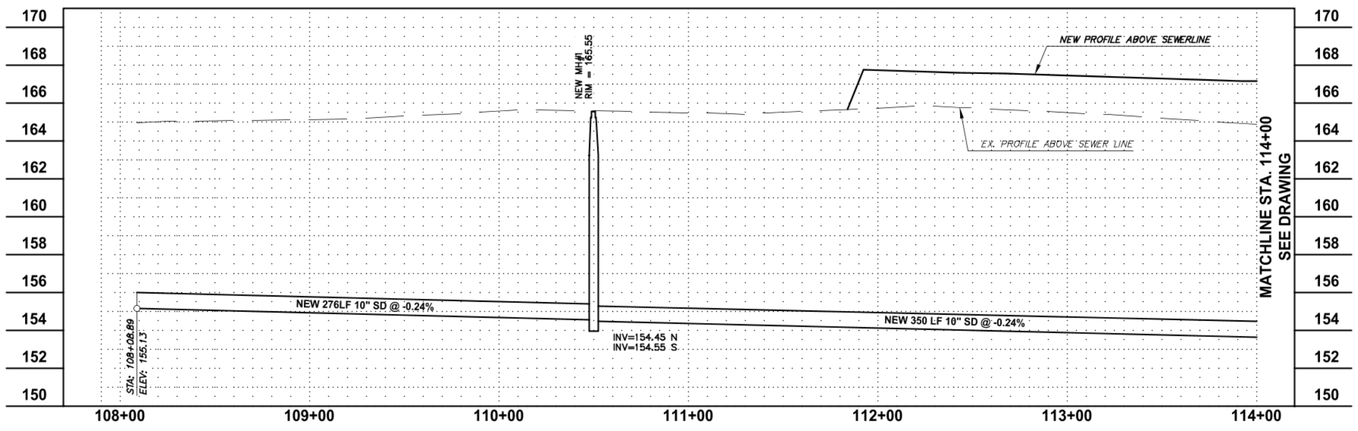
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SEWER SCHEDULE OF WORK

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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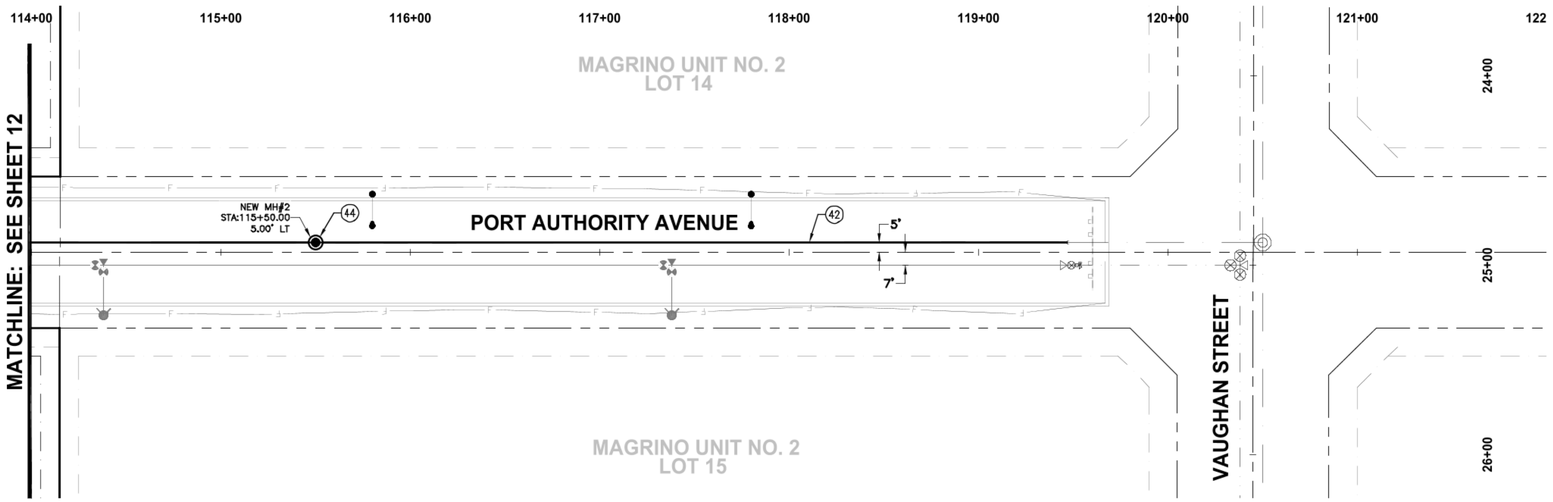
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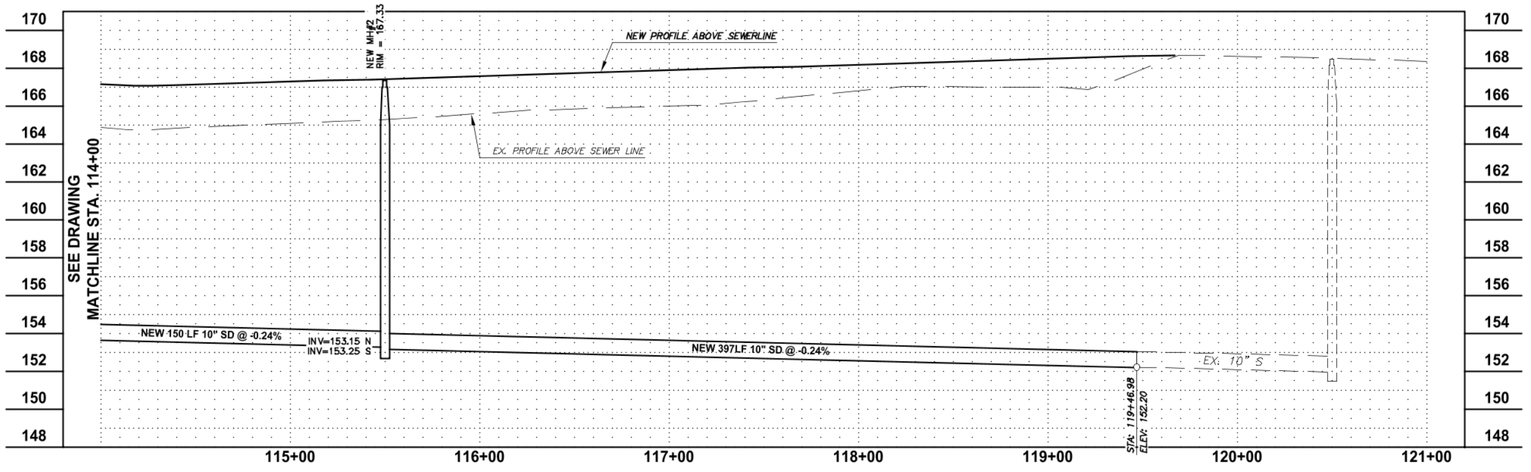
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42	60" POLYMER MANHOLE	-COY STD NO. 6-080 -COY STD NO. 6-090
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47	WATERTIGHT CAP	
48	ADJUST POLYMER MANHOLE TO FINAL GRADE	-COY STD NO. 6-080

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CORE
40' 0 40' 80' 120'

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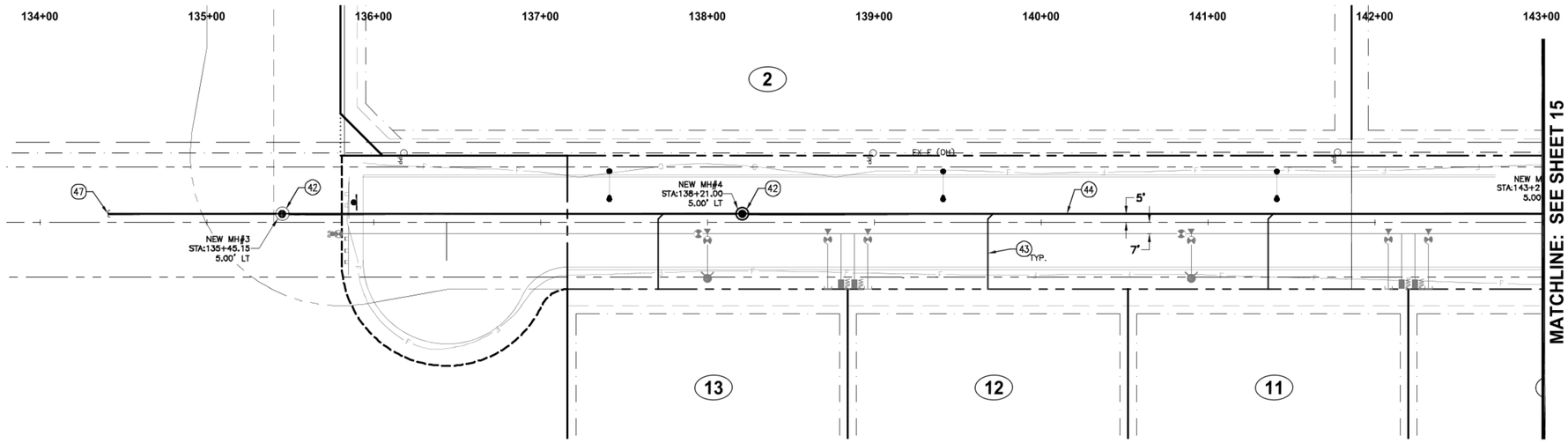
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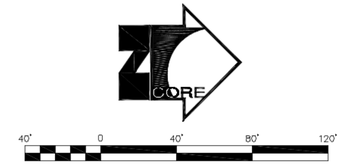
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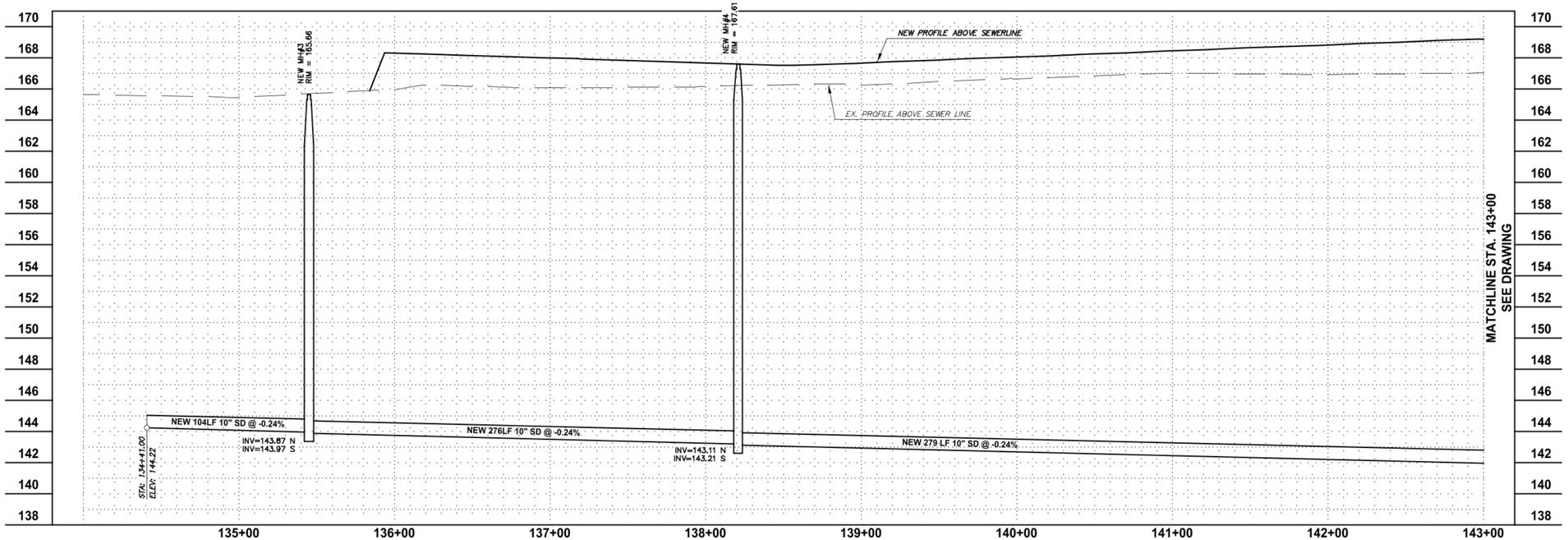
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SEWER SCHEDULE OF WORK

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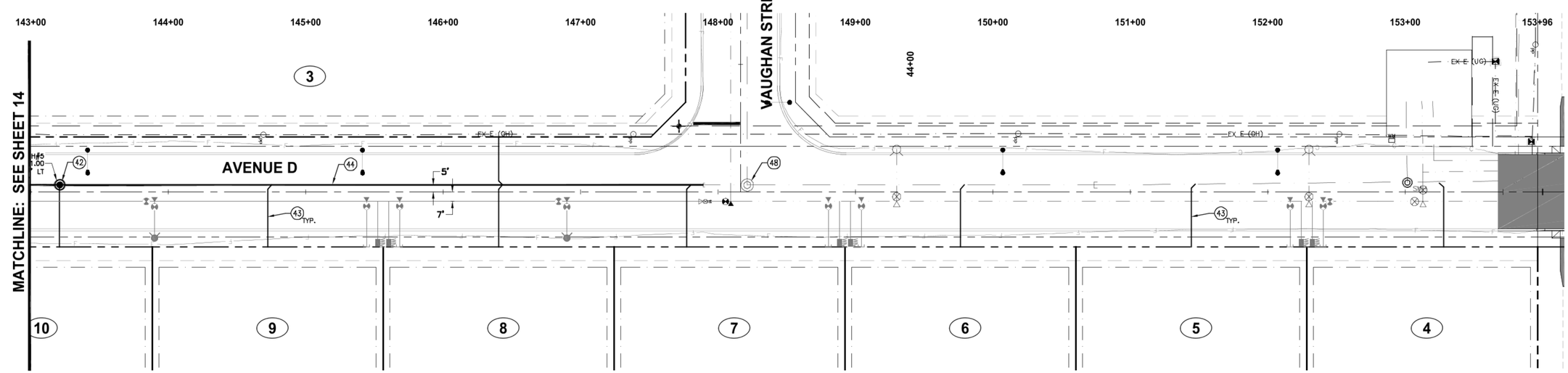
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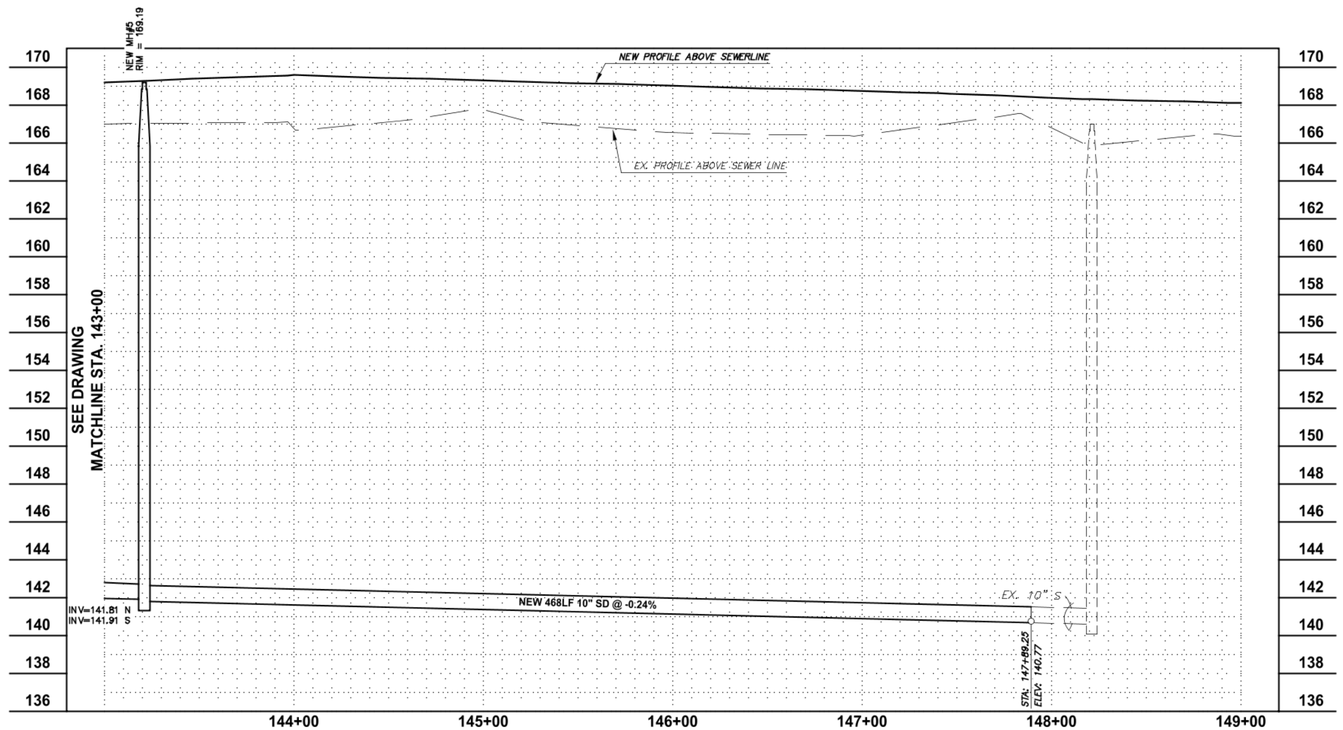
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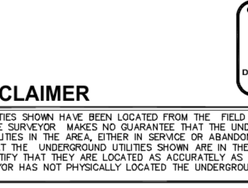
CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com

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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

Tue, 18 Feb 2020 - 3:40pm, Z:\2019\19-096\dwgs\Prelm Plat\19-096 Prelm Plat Watsew.dwg, * Core Engineering Group, PLLC*

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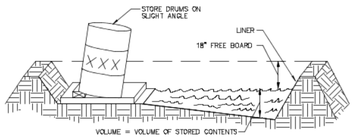
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LEGEND

- W/A — DESIGNATED WASHOUT AREA
- SCE — STABILIZED CONSTRUCTION ENTRANCE
- PSA — PROTECTED STORAGE AREA
- SILT FENCE
- PROJECT INFORMATION SIGN WITH AZCON AUTHORIZATION NUMBER

STORMWATER MANAGEMENT PLAN NOTES:

1. AFTER PERMITS HAVE BEEN OBTAINED & EROSION CONTROL MEASURES INSTALLED, THE CONTRACTOR SHALL ROUGH GRADE SITE.
2. CONTRACTOR SHALL PREVENT ANY SILTATION FROM ENTERING ANY STORM SEWER SYSTEM. ALL INLETS & INLET OPENINGS SHALL BE FULLY ENCIRCLED WITH INLET PROTECTION DURING AND AFTER CONSTRUCTION OF INLET.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
4. ALL EXPOSED AREAS SHALL BE SEEDED AS SPECIFIED, WITHIN 7 DAYS OF FINAL GRADING.
5. SHOULD CONSTRUCTION STOP FOR LONGER THAN 14 DAYS, THE SITE SHALL BE SEEDED AS SPECIFIED.
6. MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES ESPECIALLY BEFORE ANY PREDICTABLE RAIN.
7. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE. AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE. THIS PLAN IS INTENDED TO BE UPDATED BY A QUALIFIED PERSON AS CONSTRUCTION ACTIVITIES PROCEED. METHODS OF EROSION CONTROL SHALL BE TAKEN FROM "DRAINAGE DESIGN FOR MARICOPA COUNTY, ARIZONA, VOLUME III EROSION CONTROL".
8. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
9. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
10. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
11. ALL EXISTING STRUCTURES, FENCING, TREES, AND ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
12. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
13. CONTRACTOR TO IDENTIFY, ON PLAN, AREAS THAT HAVE REACHED FINAL STABILIZATION.
14. THE CONTRACTOR SHALL ADHERE TO THE SEQUENCE OF OPERATIONS FOR EROSION CONTROL IMPLEMENTATION HEREON. ANY DEVIATION FROM THIS SEQUENCE DEEMED NECESSARY BY THE CONTRACTOR SHALL BE APPROVED BY A QUALIFIED PERSONAL PERFORMING THE SITE SWPPP INSPECTIONS OR AS DESIGNATED IN SWPPP REPORT.
15. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH CONSTRUCTION ACTIVITIES RELATED TO EROSION CONTROL AS SHOWN OR NOTED HEREON, SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN IN THE SITE WORK SPECIFICATIONS, AS WELL AS THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM (AZPDES) PERMIT FOR THIS SITE, AND BECOME FAMILIAR WITH THEIR CONTENTS.
16. ALL WASH WATER SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN WASH WATER POLLUTANTS AND STORM RUNOFF DISCHARGED FROM THIS SITE.
17. OIL AND GREASE ABSORBING MATERIALS SHALL BE READILY AVAILABLE ONSITE AND SHALL BE PROMPTLY USED TO CONTAIN AND/OR CLEAN UP ALL FUEL OR CHEMICAL SPILLS OR LEAKS.
18. DUST CONTROL SHALL BE ACCOMPLISHED BY WATERING DRY, EXPOSED AREAS ON A REGULAR BASIS. SPRAYING OF PETROLEUM BASED OR TOXIC LIQUIDS FOR THIS IS PROHIBITED.
19. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR AT LEAST TWENTY-ONE DAYS SHALL BE TEMPORARILY SEEDED AND WATERED.
20. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE PERMANENTLY SEEDED WITHIN FOURTEEN DAY PER LANDSCAPING SPECIFICATIONS.
21. ALL VEHICLES SHALL BE CLEANED AT THE CONSTRUCTION EXIT POINTS ACCORDING TO NOTES SHOWN ON THE DETAIL THEREOF.
22. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ONTO ADJACENT ROADWAYS BY VEHICLES EXITING THE SITE SHALL BE CLEANED OR REMOVED IMMEDIATELY.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPT REMOVAL OF ALL ACCUMULATED SILT ALONG SITE PERIMETER.
24. SILT FENCES SHALL BE PLACED AROUND ANY STOCKPILES USED ON THIS SITE.
25. ANY ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO ENSURE COMPLIANCE WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRICTION GENERAL PERMIT REGULATIONS SHALL BE IMPLEMENTED BY THE CONTRACTOR, AT NO ADDITIONAL EXPENSE TO THE OWNER.
26. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE WITHIN THIRTY DAYS AFTER STABILIZATION OF ALL SURFACES.
27. THE CONTRACTOR SHALL ASSUME LIABILITY FOR DAMAGE TO ADJACENT PROPERTIES AND/OR PUBLIC RIGHT-OF-WAY RESULTING FROM FAILURE TO FULLY IMPLEMENT AND EXECUTE ALL EROSION CONTROL PROCEDURES SHOWN AND NOTED IN THESE PLANS.
28. WHENEVER DIRT, ROCK, OR OTHER MATERIALS ARE EXPORTED FOR USE OFF OF THE PRIMARY CONSTRUCTION SITE, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THAT STORM WATER PERMITTING REQUIREMENTS ARE MET. PRIOR TO ANY EXPORT OF MATERIALS, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH A WRITTEN AGREEMENT WITH ANY LANDOWNER WHO WILL RECEIVE EXPORTED MATERIALS, STATING THAT THE SITE WILL BE PROPERLY PERMITTED WHEN REQUIRED AND DESCRIBE THE EROSION CONTROL MEASURES WHICH WILL BE USED. AT A MINIMUM, EROSION CONTROL MEASURES MUST CONSIST OF PERIMETER CONTROLS (HAY BALES OR SILT FENCES) ON ALL DOWNSLOPES AND SIDESLOPE BOUNDARIES OF ANY DISTURBED AREA, PLUS PROVISIONS FOR REVEGETATION AFTER THE FILL MATERIALS ARE IN PLACE. SEE DRAINAGE DESIGN MANUAL FOR MARICOPA COUNTY, ARIZONA VOLUME III, EROSION CONTROL FOR METHODS OF STORM WATER CONTROL.
29. GRADED AREAS AROUND THE PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY SO THAT STORM WATER WILL REMAIN ONSITE.
30. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.



PROTECTED STORAGE AREA FOR CHEMICALS

PSA

NTS

SILT FENCE

SF

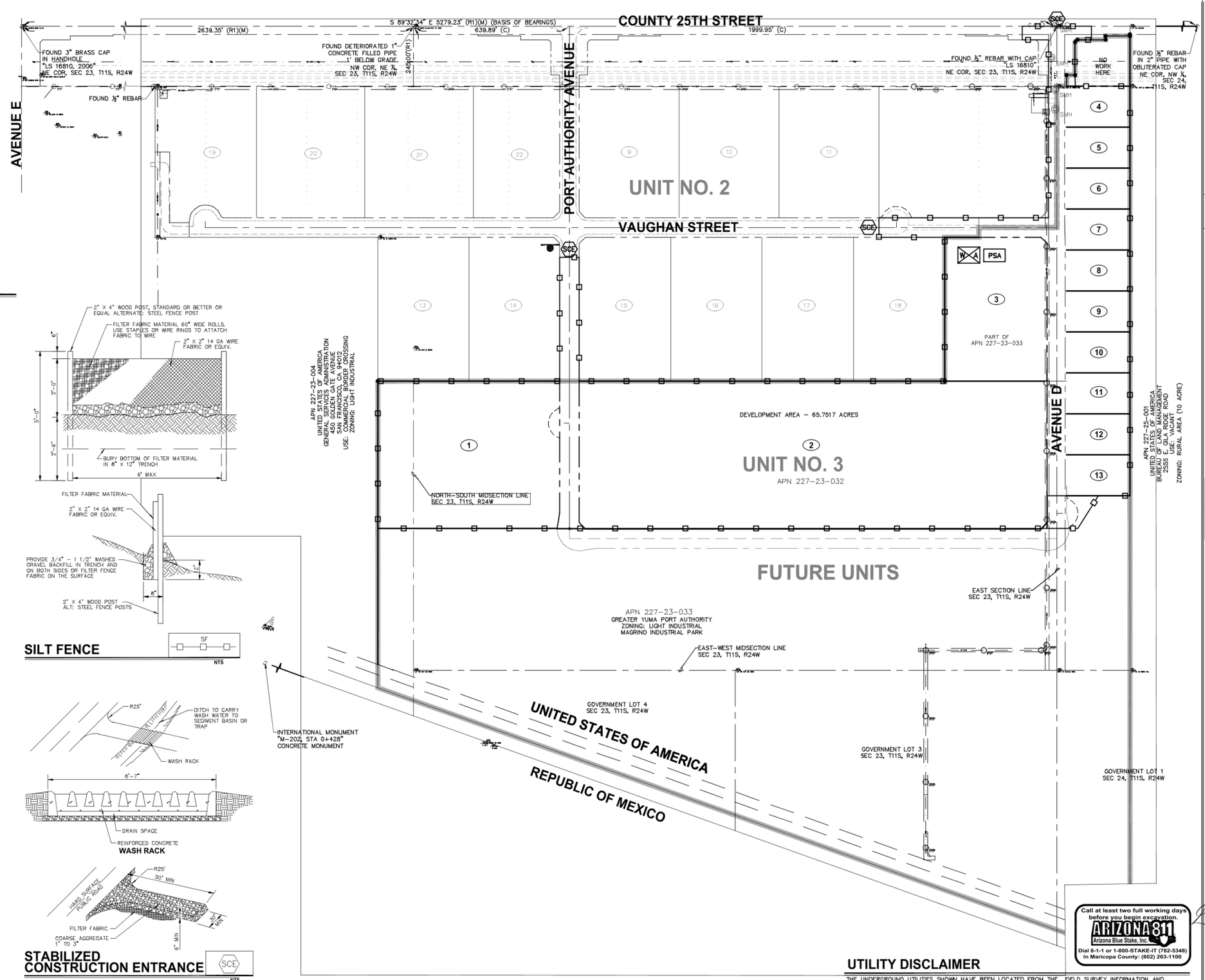
NTS

WASH RACK

STABILIZED CONSTRUCTION ENTRANCE

SCE

NTS



UTILITY DISCLAIMER

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM THE FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

DRAWING RECORD:

No.	DATE:	.
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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

SHEET 16

Yuma 19 Proj - 2020s - 19-096\Drawings\Civil\19-096 Stormwater\Presentation Plots\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

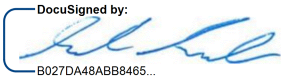
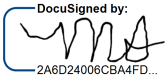
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Source Envelope:
Document Pages: 67
Signatures: 4
Certificate Pages: 6
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

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
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.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Arizona Dept of Transportation:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Arizona Dept of Transportation of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignRequest@azdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Arizona Dept of Transportation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Arizona Dept of Transportation
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to DocuSignRequest@azdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- 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.

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**

AGENDA ITEM REVIEW FORM

Work Session **2. E.**

Meeting Date: 04/07/2021

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding modifications to the current Parks and Recreation Fee Schedule. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

Parks & Recreation staff has been reviewing the current fee schedule found on Resolution No. 770. This resolution was passed and adopted on December 19, 2007, and has various fees listed for the Joe Orduño Park Gym, Cesar Chavez Cultural Center, Municipal Pool, Park Ramadas, event tents, booth rentals for special events and athletic fields. After reviewing the current fees, staff would like to propose some fee modifications as well as incorporate new areas that can be reserved by the community.

Over the last couple of years, the Parks & Recreation facilities and city parks have grown in popularity and demand. Due to this demand, staff has had to do many modifications to beautify our parks as well as our facilities. Staff would like to include in the fee schedule the tennis courts and artificial turf field located within Joe Orduño Park. These two (2) locations are in high demand during the school season and summer season. Staff would also like to increase the current reservation fees for the Cesar Chavez Cultural Center, Gym, Youth Center, sports fields and event booth rentals. With the facilities & parks being in high demand from both the community and non-profit organizations, fees have to be updated to cover maintenance & upgrade expenses.

On Monday, February 8, 2021, a Notice of Intent to establish and increase fees as well as the proposed facility fee schedule was posted on the City of San Luis website. These documents were also posted outside of City Hall, the Police Department, and the Fernando Padilla Building. This was posted for 60 days for the City of San Luis residents to view and advise the city if they had any questions or concerns in regard to the new fees. Staff is open to any recommendations that Mayor and City Council may have in regard to the proposed Facility Fee Schedule for the Parks and Recreation Department.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff, no action.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY

TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Resolution No. 770

Amendment of Resolution No. 770

Exhibit A - Cover Sheet

Exhibit A - Facility Fee Schedule 2021

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO. 770

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND APPROVING PARKS AND RECREATION FEE SCHEDULE

Whereas, the City Council of the City of San Luis desires to establish and update the fee schedule for use of city Parks and Recreation facilities;

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

Section 1: That the Parks and Recreation Fee Schedule attached hereto as Exhibit "A", is hereby authorized and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to take any all actions as may be necessary to effectuate said schedule.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 19th day of December, 2007.

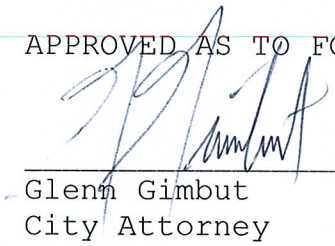
Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

CITY OF SAN LUIS PARKS AND RECREATION
Facility Fee Schedule

CIASS A – City Co-sponsored Groups or City of San Luis Agencies. The following organizations and/or groups are **EXEMPT** from rental fees. Other organizations may be added if the activities benefit the Community. Security deposits and set-up fees may apply.

a) Babe Ruth Baseball League
b) Campesinos Sin Fronteras
c) Chicanos Por La Causa
d) City of San Luis Program (Fire Cadets, PAL, Police Volunteers, Go-Karts)
e) Comite de Bienestar
f) Karate – Gembu Kyu
g) Little League Baseball
h) LULAC
i) PPEP – Tech
j) San Luis Adult Soccer League
k) San Luis Corporation for the Arts & Humanities
l) San Luis Dancing Girls - Ballet
m) San Luis Gadsden School District
n) San Luis High School
o) San Luis Lions Club
p) San Luis Rotary Club
q) San Luis Youth Soccer
r) Tahitiano Dance
s) WACOG
t) WAHEC
u) Media (Yuma Sun, Bajo el Sol, Sin Fronteras, San Luis News)

CLASS B – Nonprofit . Individuals, groups, or organizations using facilities whose purpose is clearly of nonprofit nature (501 C Status) or social gathering. (Receptions, religious groups, etc.)

CLASS C – Standard/Commercial. Individuals, groups, or organizations using facilities for raising money or whose purpose is clearly a profit making status.

FACILITY	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
GYM - Joe Orduño Park				
Per Hour/Game	$15.00	$25.00	$35.00	$35.00
Per Hour/other	$100.00	$200.00	$200.00	$200.00
Special Event (4-hr. session)	$400.00	$500.00	$500.00	$500.00
All Day Event***	$1,000.00	$1,200.00	$1,200.00	$1,200.00
Set-up of tables and chairs	$50.00	$65.00	$65.00	$65.00
Maintenance	$100.00	$150.00	$150.00	$150.00
Stage (portable)	$100.00	$125.00	$150.00	$150.00
Stage Set-up	$60.00	$70.00	$80.00	$80.00
Staff Attendant	$20.00	$20.00	$20.00	$20.00

*** includes attendant

CULTURAL CENTER	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
Per Hour	Not Available	Not Available	Not Available	Not Available
Special Event (4-hr. session)	Not Available	Not Available	Not Available	Not Available
Audio Equipment use	$50.00	$75.00	$75.00	$75.00
Lights	$50.00	$75.00	$75.00	$75.00
Set-up of tables and chairs	$50.00	$65.00	$65.00	$65.00
Maintenance	$100.00	$150.00	$150.00	$150.00
Stage	$100.00	$125.00	$150.00	$150.00
Stage (portable)	$100.00	$100.00	$100.00	$100.00
Stage Set-up	$60.00	$70.00	$80.00	$80.00
Staff Attendant	$20.00 p/hr.	$20.00 p/hr.	$20.00 p/hr.	$20.00 p/hr.
Staff Technician	$30.00 p/hr.	$30.00 p/hr.	$30.00 p/hr.	$30.00 p/hr.

SWIMMING POOL	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
Daily Rates Kids	$1.00	$2.00	N/A	N/A
Daily Rates Adult	$2.00	$3.00	N/A	N/A
Swimming Lessons	$35.00	$45.00	N/A	N/A
Party Reservations*				
Saturday & Sunday (4 hr.-session)				
1-30 patrons	$100.00	$120.00	$150.00	$150.00
30-50 patrons	$130.00	$150.00	$200.00	$200.00
50-75 patrons	$150.00	$175.00	$250.00	$250.00
75-100 patrons	$175.00	$200.00	$250.00	$250.00
Deposit	$75.00	$100.00	$150.00	$150.00

** Reservation includes lifeguards 5-tables and 20-chairs*

RAMADAS	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
Weekday Rates (Mon. - Thru.)	$15.00	$20.00	$25.00	$30.00
Weekend Rates (Fri. - Sun.)	$20.00	$25.00	$30.00	$35.00
Alcohol Permits**	$15.00	$15.00	$15.00	$15.00

*** pending for ordinance*
*** no glass bottles*
*** Must have permit upon request*

Jumps (Brinca-Brincas) must bring own generator

TENTS (10X20)	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
Per tent	$20.00	$30.00	N/A	N/A
1 to 5 set-up fee	$50.00	$75.00	N/A	N/A
5 to 10 set-up fee	$100.00	$125.00	N/A	N/A
10 to 15 set-up fee	$150.00	$175.00	N/A	N/A

BOOTH RENTAL*

*Special Events: 4th/7 & Founders D

	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
10X10	$30.00	$35.00	$35.00	$35.00
10X20	$45.00	$50.00	$50.00	$50.00

ATHLETIC FIELDS
Fields - Softball/Baseball/Soccer

	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
1 field-2hr. max (no lights)	$10.00	$15.00	$15.00	$15.00
1 field-4hr. (no lights)	$15.00	$20.00	$20.00	$20.00
1 field ALL DAY	$50.00	$60.00	$60.00	$60.00
Lining Fields (per field)	$10.00	$15.00	$15.00	$15.00
Lights (per hour/per field)	$10.00	$15.00	$15.00	$15.00

ATHLETIC FIELDS INDEPENDENT LEAGUES - Fields

	Individual/Non-Profit Groups		Standard/Commercial	
	Residents	Non-Residents	Residents	Non-Residents
Adult League (per team/per season)	$80.00	N/A	N/A	N/A
Youth League (per team/per season)				
Categories:				
U-6 & U-7	$10.00	N/A	N/A	N/A
U-8 & U-10	$15.00	N/A	N/A	N/A
U-12, U-14, & U16	$20.00	N/A	N/A	N/A

No. XXXX

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING AND AUTHORIZING AND APPROVING PARKS AND RECREATION FEE SCHEDULE

Whereas, the City Council of the City of San Luis desires to establish and update the fee schedule for use of city Parks and Recreation facilities that were established on December 07, 2007 with Resolution No. 770;

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: That the Parks and Recreation Fee Schedule attached hereto as Exhibit "A", is hereby authorized and approved

Section 2: That the appropriate City officials are hereby authorized and directed to take any and all actions as may be necessary to effectuate said schedule.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of _____ 20___

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

CITY OF SAN LUIS PARKS AND RECREATION
Facility Fee Schedule

CLASS A – City Co-sponsored Groups or City of San Luis Agencies per case by case scenario. Will refer to agencies Intergovernmental Agreements (IGA) or Memorandum of Understanding (MOU) agreements.

CLASS B – Non-profit. Individuals, groups or organizations using facilities whose purpose is clearly of nonprofit nature (501 C Status) or social gathering. (Receptions, religious groups, etc.)

CLASS C – Standard/Commercial. Individuals, groups or organizations using facilities for raising money or whose purpose is clearly a profit making status.

Facility Rental Fees
Gym – Joe Orduño Park

	Individual / Non-Profit Organization		**Local Businesses**	
	Resident	Non-Residents	Residents	Non-Resident
Per Hour / Court	$15.00	$25.00	$35.00	$35.00
Per Hour / Facility	$65.00	$85.00	$100.00	$150.00
Clean-Up Fee	$150.00	$175.00	$150.00	$175.00
Staff Attendant	$20.00	$25.00	$20.00	$25.00
Deposit (Refundable)	$150.00	$175.00	$150.00	

***Includes Attendant

Turf Field/Tennis Court

	Individual / Non-Profit Organization		**Local Businesses**	
	Resident	Non-Residents	Residents	Non-Resident
Weekly Hourly Rates	$10.00	$15.00	$20.00	$25.00
Per Hour w/Lights (During non-operational hours)	$15.00	$20.00	$25.00	$30.00

Cesar Chavez Cultural Center
During weekly Hours of operations Monday – Thursday 7:00am – 6:00 pm

	Individual		Local Businesses	
	Resident	Non-Residents	Residents	Non-Resident
Per Hour	$200.00	$250.00	$250.00	$300.00
Audio Equipment Use	$50.00	$75.00	$100.00	$100.00
Set-up of tables & chairs*	$150.00	$200.00	$150.00	$200.00
Deposit *(refundable)*	$350.00	$400.00	$150.00	$150.00
Stage Area *(spot lights)*	$100.00	$125.00	$150.00	$150.00
Clean Up Fee	$250.00	$300.00	$250.00	$300.00
Chair Fee	$2.00 per chair	$2.00 per chair	$2.00 per chair	$2.00 per chair
Table Fee	$5.00 per table	$5.00 per table	$5.00 per table	$5.00 per table
Staff Attendant *(after hrs)*	$20.00	$20.00	$20.00	$20.00
Storage Fee for property left in facility after hours	$25.00 per day	$25.00 per day	$25.00 per day	$25.00 per day
Staying past rental agreement hours				
(* = if applicable for set up of table & chairs)	$50.00 per hour	$75.00 per hour	$100.00 per hr.	$150.00 per hr.

	Non-Profit Organizations			
	Resident	Non-Residents	Residents	Non-Resident
Per Hour	$100.00	$150.00	N/A	N/A
Audio Equipment Use	$50.00	$75.00	N/A	N/A
Set-up of tables & chairs	$150.00	$200.00	N/A	N/A
Deposit (refundable)	$175.00	$200.00	N/A	N/A
Stage Area *(spot lights)*	$100.00	$125.00	N/A	N/A
Clean Up Fee	$250.00	$300.00	N/A	N/A
Chair Fee	$2.00 per chair	$2.00 per chair	N/A	N/A
Table Fee	$5.00 per table	$5.00 per table	N/A	N/A
Staff Attendant after Hours	$20.00 per hour	$20.00 per hour	N/A	N/A
Storage Fee for property left in facility after rental	$25.00	$25.00	N/A	N/A
Staying past rental hours			N/A	N/A
(* = if applicable for set up of table & chairs)	$50.00	$50.00	N/A	N/A

Municipal Pool

	Individual / Non-Profit Organizations		Local Businesses	
	Resident	Non-Residents	Residents	Non-Resident
Daily Rates for Kids	$1.00	$2.00	N/A	N/A
Daily Rates for Adults	$2.00	$3.00	N/A	N/A
Swimming Lessons	$35.00	$45.00	N/A	N/A
Party Reservations				
Saturday & Sunday (4 hr. session)				
1-30 Patrons	$150.00	$150.00	$150.00	$150.00
31-50 Patrons	$200.00	$200.00	$200.00	$200.00
51-75 Patrons	$225.00	$225.00	$225.00	$225.00
76-100 Patrons	$250.00	$250.00	$250.00	$250.00
101-150 Patrons	$275.00	$275.00	$275.00	$275.00
Deposit *(Reservation include Lifeguards)*	$50.00	$50.00	$50.00	$50.00

**Deposit is refundable.

Park Ramadas

	Individual / Non-Profit Organizations		Local Businesses	
	Resident	Non-Residents	Residents	Non-Resident
Weekly Rates (Monday - Thursday)	$15.00	$20.00	$25.00	$30.00
Weekend Rates (Friday – Sunday)	$20.00	$25.00	$30.00	$35.00
Alcohol Permits	$25.00	$30.00	$35.00	$40.00

** No Glass Bottles
** Must have permit upon request
** No water jumpers (Brinca-Brincas) allowed
** Jumpers (Brinca-Brincas) must bring own generator
** No electricity outlets will be available on Ramadas

TENTS (10X20)
Fundraiser Events:
Rental request form and fee waiver request will submitted to the Parks & Recreation Director & City Manager for approval.

Booth Rental
Spaces will vary depending on event
10 x 10
10 x 20

Individual / Non-Profit Organizations		Standard / Commercial	
Minor / Major Events		Minor / Major Events	
Resident	Non-Residents	Residents	Non-Resident
$25.00 / $100.00	$10.00 / $200.00	N/A	N/A
$50.00 / $150.00	$10.00 / $200.00		

Athletic Fields

Fields – Softball/Baseball/Soccer

	Individual / Non-Profit Organizations		Standard / Commercial	
	Resident	Non-Residents	Residents	Non-Resident
1 field-per hour (no lights) [F2/F3 Field]	$5.00	$15.00	$15.00	$15.00
1 field-per hour (no lights) [F1 Field]	$10.00	$25.00	$20.00	$25.00
Lights (Per Hour/Per Field)				
Lining Field	$10.00	$15.00	$15.00	$15.00
Soccer (Per Field)				
Softball (F2/F3)[Full Field]	$80.00	$90.00	$100.00	$100.00
Baseball (F1) [Full Field]	$40.00	$50.00	$60.00	$60.00
Ball Field / Infield Only	$60.00	$70.00	$80.00	$80.00
	$20.00	$25.00		

Youth Center

	Individual / Non-Profit Organizations		Standard / Commercial	
	Resident	Non-Residents	Residents	Non-Resident
Multipurpose Room (per hour)	$10.00	$15.00	$20.00	$20.00

Exhibit A

CITY OF SAN LUIS PARKS AND RECREATION

Facilities Fee Schedule

CLASS A – City Co-sponsored Groups or City of San Luis Agencies per case by case scenario. Will refer to agencies Intergovernmental Agreements (IGA) or Memorandum of Understanding (MOU) agreements.

CLASS B – Non-profit. Individuals, groups or organizations using facilities whose purpose is clearly of nonprofit nature (501 C Status) or social gathering. (Receptions, religious groups, etc.)

CLASS C – Standard/Commercial. Individuals, groups or organizations using facilities for raising money or whose purpose is clearly a profit- making status.

Facility Rental Fees Gym – Joe Orduño Park

	Individual / Non-Profit Organization		**Local Businesses**	
	Resident	Non-Residents	Residents	Non-Resident
Per Hour / Court	$15.00	$25.00	$35.00	$35.00
Per Hour / Facility	$65.00	$85.00	$100.00	$150.00
Clean-Up Fee	$150.00	$175.00	$150.00	$175.00
Staff Attendant	$20.00	$25.00	$20.00	$25.00
Deposit (Refundable)	$150.00	$175.00	$150.00	

***Includes Attendant

Turf Field/Tennis Court

	Individual / Non-Profit Organization		**Local Businesses**	
	Resident	Non-Residents	Residents	Non-Resident
Weekly Hourly Rates	$10.00	$15.00	$20.00	$25.00
Per Hour w/Lights (During non-operational hours)	$15.00	$20.00	$25.00	$30.00

Cesar Chavez Cultural Center
During weekly Hours of operations Monday – Thursday 7:00am – 6:00 pm

	Individual		Local Businesses	
	Resident	Non-Residents	Residents	Non-Resident
Per Hour	$200.00	$250.00	$250.00	$300.00
Audio Equipment Use	$50.00	$75.00	$100.00	$100.00
Set-up of tables & chairs*	$150.00	$200.00	$150.00	$200.00
Deposit *(refundable)*	$350.00	$400.00	$150.00	$150.00
Stage Area *(spot lights)*	$100.00	$125.00	$150.00	$150.00
Clean Up Fee	$250.00	$300.00	$250.00	$300.00
Chair Fee	$2.00 per chair	$2.00 per chair	$2.00 per chair	$2.00 per chair
Table Fee	$5.00 per table	$5.00 per table	$5.00 per table	$5.00 per table
Staff Attendant *(after hrs)*	$20.00	$20.00	$20.00	$20.00
Storage Fee for property left in facility after hours	$25.00 per day	$25.00 per day	$25.00 per day	$25.00 per day
Staying past rental agreement hours				
(*= if applicable for set up of table & chairs)	$50.00 per hour	$75.00 per hour	$100.00 per hr.	$150.00 per hr.

	Non-Profit Organizations			
	Resident	Non-Residents	Residents	Non-Resident
Per Hour	$100.00	$150.00	N/A	N/A
Audio Equipment Use	$50.00	$75.00	N/A	N/A
Set-up of tables & chairs	$150.00	$200.00	N/A	N/A
Deposit (refundable)	$175.00	$200.00	N/A	N/A
Stage Area *(spot lights)*	$100.00	$125.00	N/A	N/A
Clean Up Fee	$250.00	$300.00	N/A	N/A
Chair Fee	$2.00 per chair	$2.00 per chair	N/A	N/A
Table Fee	$5.00 per table	$5.00 per table	N/A	N/A
Staff Attendant after Hours	$20.00 per hour	$20.00 per hour	N/A	N/A
Storage Fee for property left in facility after rental	$25.00	$25.00	N/A	N/A
Staying past rental hours			N/A	N/A
(*= if applicable for set up of table & chairs)	$50.00	$50.00	N/A	N/A

	Individual / Non-Profit Organizations		Local Businesses	
	Resident	Non-Residents	Residents	Non-Resident
	$1.00	$2.00	N/A	N/A
	$2.00	$3.00	N/A	N/A
	$35.00	$45.00	N/A	N/A

Municipal Pool

Daily Rates for Kids
Daily Rates for Adults
Swimming Lessons
Party Reservations
Saturday & Sunday (4 hr. session)

1-30 Patrons	$150.00	$150.00	$150.00	$150.00
31-50 Patrons	$200.00	$200.00	$200.00	$200.00
51-75 Patrons	$225.00	$225.00	$225.00	$225.00
76-100 Patrons	$250.00	$250.00	$250.00	$250.00
101-150 Patrons	$275.00	$275.00	$275.00	$275.00
Deposit *(Reservation include Lifeguards)*	$50.00	$50.00	$50.00	$50.00

**Deposit is refundable.

Park Ramadas

	Individual / Non-Profit Organizations		**Local Businesses**	
Weekly Rates (Monday - Thursday)	Resident	Non-Residents	Residents	Non-Resident
Weekend Rates (Friday – Sunday)	$15.00	$20.00	$25.00	$30.00
Alcohol Permits	$20.00	$25.00	$30.00	$35.00
	$25.00	$30.00	$35.00	$40.00

** No Glass Bottles
** Must have permit upon request
** No water jumpers (Brinca-Brincas) allowed
** Jumpers (Brinca-Brincas) must bring own generator
** No electricity outlets will be available on Ramadas

TENTS (10X20)
Fundraiser Events:
Rental request form and fee waiver request will submitted to the Parks & Recreation Director & City Manager for approval.

Booth Rental	**Individual / Non-Profit Organizations**		**Standard / Commercial**	
Spaces will vary depending on event	Minor / Major Events		Minor / Major Events	
	Resident	Non-Residents	Residents	Non-Resident
10 x 10	$25.00 / $100.00	$10.00 / $200.00	N/A	N/A
10 x 20	$50.00 / $150.00	$10.00 / $200.00		

Athletic Fields

Fields – Softball/Baseball/Soccer

	Individual / Non-Profit Organizations		Standard / Commercial	
	Resident	Non-Residents	Residents	Non-Resident
1 field-per hour (no lights) [F2/F3 Field]	$5.00	$15.00	$15.00	$15.00
1 field-per hour (no lights) [F1 Field]	$10.00	$25.00	$20.00	$25.00
Lights (Per Hour/Per Field)				
Lining Field	$10.00	$15.00	$15.00	$15.00
Soccer (Per Field)				
Softball (F2/F3)[Full Field]	$80.00	$90.00	$100.00	$100.00
Baseball (F1) [Full Field]	$40.00	$50.00	$60.00	$60.00
Ball Field / Infield Only	$60.00	$70.00	$80.00	$80.00
	$20.00	$25.00		

Youth Center	Individual / Non-Profit Organizations		Standard / Commercial	
	Resident	Non-Residents	Residents	Non-Resident
Multipurpose Room (per hour)	$10.00	$15.00	$20.00	$20.00

AGENDA ITEM REVIEW FORM

Work Session **2. F.**

Meeting Date: 04/07/2021

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the purchase of a 2021 Chevrolet Silverado and the transfer funds from available accounts for the purchase. **(Lizandro Galaviz, Director of Parks and Recreation Department)**

SUMMARY:

Back in June 2020, a Facilities Department vehicle (2006 Ford Ranger) was hit and totaled by a city resident who crashed into the vehicle. This accident happened while the 2006 Ford Ranger was parked outside the Facilities Department building. This accident was reported to the City's Risk Pool in hopes that the vehicle could be repaired. Due to the major repairs needed, repairs would not be cost-effective for a 2006 vehicle.

Staff is seeking direction regarding the purchase of a new 2021 Chevrolet Silverado to replace the 2006 Ford Ranger that was crashed into and totaled on June 2020. Staff would like to use funds remaining from a previous budgeted vehicle purchase, as well as a budget transfer, to complete this purchase, since it was not budgeted for this fiscal year. Due to the Covid-19 pandemic, there are a couple of accounts that were not used, therefore, staff would like to transfer some funds to cover this expense.

As a result of this accident, the Facilities Department has lost a vehicle that is crucial and necessary for staff to complete their everyday duties around the city. The 2021 Chevrolet Silverado that staff would like to purchase, from Midway Chevrolet, has been quoted for $25,236.97. This price has been quoted using the State of Arizona Contract ADSPO17-166122, which is permitted under the City Procurement Code Section 36.01 (G) State or Federal Contracts.

RECOMMENDATION / SUGGESTED MOTION:

Discussion on possible directions to staff, no action item.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$25,236.97
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	$19,340.00

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: CAPITAL OUTLAY - EQUIPMENT - 100-999-90000 / $4,615,249.00

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

With the Covid-19 pandemic impacting the City back in March 2020 and present, there are a couple of accounts that have available budget that can be used for this expense. The Facilities Department is seeking direction for the possibility of using various accounts to transfer enough funds to cover this expense this fiscal year. Please find attached the budget transfer.

The Facilities Department has funds available in the Capital Outlay - Equipment account, 100-999-90000, due to savings from a previous vehicle purchase that was budgeted for this fiscal year. Staff is requesting approval from Mayor and City Council to complete the budget transfer, in the amount of $19,340 to account 100-999-90000, to have the budget capacity to complete the $25,236.97 vehicle purchase.

Attachments

Midway Chevrolet - 2021 Chevrolet Silverado Quote

Budget Transfer - Facilities Dept.

Damaged 2006 Ford Ranger

ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT #	ADSPO17-166122	Vehicles; New Purchases		
QUOTE SENT TO:	Yolanda	San Luis		
CONTRACT VEHICLE	2021 Chevrolet	Silverado CC10903 Reg Cab PU		
QUOTE DATE:	12/21/2020			
CONTRACT PRICE		PER ATTACHED SPECS	$	21,474.00

Additional Options

Solar Tint Glass State Max %	Dealer		Included
ZLQ	WT Pwr Conv Pkg	$	1,214.85
JL1	Elec Brake Controller	$	250.25
Z82	Trailering Pkg	$	359.45
R9Y	Fleet Maint Credit	$	(30.71)
Delivery	Yuma County		Included

Sub Total	**$**	**23,267.84**
Sales Tax (8 .3 %)	**$**	**1,931.23**
City of Phx 2020 Tax	**$**	**32.90**
Tire Tax	**$**	**5.00**
Plates		
Extended Warranty		
Capital Total Each Unit	$	25,236.97

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

Approximate Lead Time
TBD

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates.
Please call with any questions or concerns.

Thanks for the opportunity!

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

Need to purchase new truck to replace damaged car that was a total loss for Facilities.

Account Number	Account Name	Adopted Budget FY20/21	Budget to be revised (Add to)	Budget to be decreased (taken from)	Amended Budget FY 20/21
100-720-60005	Other Supplies	1,500		500	1,000
100-720-60010	Janitorial Supplies	25,000		3,400	21,600
100-720-60035	Minor Tools/Equipment	13,000		3,500	9,500
100-720-70025	Maintenance/Other	3,500		1,300	2,200
100-720-70035	Equipment Maintenance	1,000		200	800
100-720-80000	Contractual Services	3,800		1,000	2,800
100-720-80025	Travel & Per Diem	1,000		1,000	-
100-720-80027	Conferences/Registration Fee	1,480		500	980
100-999-90005	Capital Outlay - Improv Build	4,615,249		7,940	4,607,309
100-999-90000	Capital Outlay/Equipment		19,340		19,340
					-
					-
					-
					-
Total			19,340	19,340	

Department Head _____ Date _____

City Manager _____ Date _____

Finance Department _____ Date _____


SAN LUIS FACILITIES DEPART ENT
720 N 2ND AVENUE
EPT.

AGENDA ITEM REVIEW FORM

Work Session **2. G.**

Meeting Date: 04/07/2021

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the purchase of extended warranty coverage for the new Zoll Cardiac monitors. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The San Luis Fire Department (SLFD) acquired seven (7) Zoll X Series, cardiac monitors, in early 2020; these monitors have a 1-year full coverage warranty. Zoll offers an additional 5-year extended warranty that covers any damages internal and external along with any software updates and yearly preventative maintenance. If this coverage is not purchased, any repairs after the original 1-year warranty has expired would be paid by SLFD on a case by case basis. The warranty also includes a loaner program free of charge in case we have to ship any of our devices for extended factory repairs.

Zoll has been very good to us when we need them to repair or answer any questions that we have regarding any products that have been purchased from them. They also conduct many trainings for our paramedics to keep us up to date with all the new technology coming out.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action item.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$53,140.50
BUDGETED AMOUNT:	$53,450.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	340-341-90000;100-999-90000

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

N/A

Attachments

Zoll Quote

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

San Luis Fire Dept (Customer # 149522)

Attn: **Enrique Lopez** (928) 581-9663 / elopez@cityofsanluis.org

Bill To: **San Luis Fire Dept**
PO Box 445
San Luis, AZ 85349

Ship To: **San Luis Fire Dept**
1165 N. McCain Ave.
San Luis, AZ 85349

From: Tammy Digan
Service Contracts Inside Sales Representative
(978) 421-9357 / tdigan@zoll.com

QUOTATION: **00028798**
Quote Date: February 12, 2020
Quote Pricing: Valid for 60 Days

PM Contact: -

X Series - ExpertCare

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89055-WF	**5 Year On-Site Worry-Free Service Plan - ZOLL X Series** Please refer to "Technical Support and On-Site Service" document. Includes: Annual preventive maintenance, discounts of 27% on new cables, 27% discount on additional lithium SurePower Batteries, 27% discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): TBD upon receipt of signed contract		7	$8,435.00	$7,591.50	$53,140.50

TOTAL: **$53,140.50**

COMMENTS:

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

ZOLL Medical Corporation

Signature:

_____

Name: Tammy Digan

Title: Service Contracts Inside Sales Representative

Date: _____

San Luis Fire Dept

Authorized Signature:

_____

Print Name_____

Title: _____

Date: _____

P.O. # _____

Preventive Maintenance Terms and Conditions

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.

2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.

3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.

4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.

5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.

6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.

2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.

3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.

4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.

5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.

6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.

AGENDA ITEM REVIEW FORM

Work Session **2. H.**

Meeting Date: 04/07/2021

Department Head: Derek Duenas, IT Manager, Administration, Information Technology

Submitted By: Derek Duenas, IT Manager, Administration, Information Technology

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the purchase of an Avaya phone system for the City of San Luis. **(Derek Duenas, IT Manager)**

SUMMARY:

The Information Technology (I.T.) Department is requesting to move forward with the purchase of an Avaya phone system for the City of San Luis. The current NEC phone system is obsolete and is no longer supported by the manufacturer. The new phone system will implement new regulations and standards which require easy access to 911 calling and the availability of precise caller location. The new phone system replacement includes pbx, VOIP desk phones, call recording software, licensing, and programming services. I.T. staff will be provided phone system administration training which will help with maintenance and future programing needs. Programming services will be done remotely as described in the attached documentation.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action item.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$165,279.26
BUDGETED AMOUNT:	$150,000.00
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-90020

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

Cost of equipment increased; a budget transfer will not be necessary as there is currently $16,000.00 in funds left over from a project that will not be completed this fiscal year. Configuration services are quoted at $39,531.00 by CDW affiliate.

Attachments

CDWG Avaya system quote

Quote # 1C4GX7W

Description: AVAYAPHONESYSTEM

Status: Open

Requested By: HELP DESK

Customer Notes:

Created Date: 03/29/21

Last Edited Date: 03/29/21

Ship to:

CITY OF SAN LUIS / IT TECH
ATTN:HELP DESK
PO BOX 1170
SAN LUIS , AZ 85349-6816

Billed to:

SAN LUIS CITY HALL
ATTN: ACCTS PAYABLE
PO BOX 7740
SAN LUIS , AZ 85349-6816
(928) 627-2027

Shipping method:

Drop Ship Ground

Payment method:

Select payment method during checkout.

Quote Summary

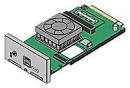
Subtotal	$107,411.26
***US Tax**	$6,387.51
Shipping	$0.00
Grand Total	**$113,798.77**

*Tax may change if this quote is amended by your account manager.

Product Details

Item	Availability	Price	Quantity	Item Total
Avaya IP Office IP Endpoint (v. R10) - license - 1 endpoint MFG Part: 383110 CDW Part: 4360152 UNSPSC: Electronic distribution - NO MEDIA	In Stock	$35.62 **Pricing Option Applied:** Arizona NVP Software	210	$7,480.20
Avaya IP Office Essential Editon (v. R11) - Designated System License - 1 l MFG Part: 396445 CDW Part: 5120037 UNSPSC: 43232805 Electronic distribution - NO MEDIA	In Stock	$254.60 **Pricing Option Applied:** Arizona NVP Software	8	$2,036.80
 **Avaya J139 IP Phone** MFG Part: 700513916 CDW Part: 5336059 UNSPSC: 43191511	In Stock Ships same day if ordered before 2 PM CT	$136.45 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	170	$23,196.50
 Avaya IP Office Power Lead for Small Office System MFG Part: 700289770 CDW Part: 560574 UNSPSC:	In Stock Ships same day if ordered before 2 PM CT	$11.66 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	8	$93.28

Item	Availability	Price	Quantity	Item Total
 **Avaya IPO500 Rack Mounting Kit** MFG Part: 700429202 CDW Part: 1162566 UNSPSC:	In Stock Ships same day if ordered before 2 PM CT	$38.59 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	8	$308.72
 **Avaya IP500 V2 Control Unit** MFG Part: 700476005 CDW Part: 2022723 UNSPSC:	Item Backordered This item will ship once it is in stock.	$1,143.73 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	8	$9,149.84
 **Avaya IP Office IP500 v2 - media** MFG Part: 700479710 CDW Part: 2029373 UNSPSC:	In Stock Ships same day if ordered before 2 PM CT	$33.21 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	8	$265.68
 **Avaya IP Office 500 Extension Card Phone 2** MFG Part: 700431778 CDW Part: 1164506 UNSPSC: 43222628	In Stock Ships same day if ordered before 2 PM CT	$152.61 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	8	$1,220.88
Avaya IP Office Support Service Remote Technical Support Plus Upgrades - ex MFG Part: 271683 CDW Part: 2808095 UNSPSC: 81111811	In Stock	$1,530.73 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	8	$12,245.84
 **Avaya IP Phone J189 - VoIP phone** MFG Part: 700512396 CDW Part: 6366019 UNSPSC: 43191511	In Stock Ships same day if ordered before 2 PM CT	$343.83 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	17	$5,845.11
 **Avaya B179 Conference VoIP Phone** MFG Part: 700504740 CDW Part: 2992225 UNSPSC: 43191500	In Stock Ships same day if ordered before 2 PM CT	$632.91 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	9	$5,696.19
Avaya IP Office IP500 Voice Networking (v. R10+) - license - 4 concurrent u MFG Part: 383087 CDW Part: 4442870 UNSPSC: 43232805 Electronic distribution - NO MEDIA	In Stock	$346.22 **Pricing Option Applied:** Arizona NVP Software	61	$21,119.42
 **AVAYA PAGING UTI1 W/RACK KIT** MFG Part: 700501237 CDW Part: 2480299 UNSPSC:	Item Backordered This item will ship once it is in stock.	$465.03 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	2	$930.06

Item	Availability	Price	Quantity	Item Total
 **Avaya 3730 DECT Handset** MFG Part: 700513191 CDW Part: 4878844 UNSPSC: 43191512	**In Stock** Ships same day if ordered before 2 PM CT	$122.99 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	4	$491.96
 **Avaya Basic Charger charging stand** MFG Part: 700466261 CDW Part: 1906646 UNSPSC:	**In Stock** Ships same day if ordered before 2 PM CT	$19.75 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	4	$79.00
 **Avaya – microphone** MFG Part: 700501539 CDW Part: 2489935 UNSPSC: 52161520	**In Stock** Ships same day if ordered before 2 PM CT	$177.75 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	2	$355.50
 **Avaya IP Office Unified Communications Module v2 – expansion module** MFG Part: 700507449 CDW Part: 3864013 UNSPSC: 43201404 Electronic distribution – NO MEDIA	**In Stock**	$539.25 **Pricing Option Applied:** Arizona NVP Software	4	$2,157.00
Avaya IP Office IP500 (v. R10+) – license – 1 concurrent user, 2 additional MFG Part: 383091 CDW Part: 4401120 UNSPSC: Electronic distribution – NO MEDIA	**In Stock**	$93.12 **Pricing Option Applied:** Arizona NVP Software	40	$3,724.80
Avaya IP Office VCM (v. 2) – media MFG Part: 700504032 CDW Part: 2775656 UNSPSC: 43232805	**In Stock**	$174.83 **Pricing Option Applied:** Arizona NVP Software	8	$1,398.64
Avaya IP Office Power User (v. R11) – license – 1 concurrent user MFG Part: 396316 CDW Part: 5241249 UNSPSC: 43232805 Electronic distribution – NO MEDIA	**In Stock**	$83.15 **Pricing Option Applied:** Arizona NVP Software	50	$4,157.50
 **AVAYA DECT 3730 MAINT** MFG Part: 700513191M CDW Part: 4950735 UNSPSC: 43191606	**In Stock** Ships same day if ordered before 2 PM CT	$1.79 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	4	$7.16

Item	Availability	Price	Quantity	Item Total
AVAYA IPO 3YPP 8X5 REM TECH SUP MFG Part: 345960 CDW Part: 5679981 UNSPSC: Electronic distribution – NO MEDIA	In Stock	$389.37 **Pricing Option Applied:** Sourcewell 081419-CDW Tech Catalog	14	$5,451.18

AGENDA ITEM REVIEW FORM

Work Session **2. I.**

Meeting Date: 04/07/2021

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding possible text amendment to the zoning regulations regarding covered parking requirements for Multiple Residence Zoning Districts. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

The current regulations require that all parking spaces for multiple residence building to be covered. Staff believes this requirement is too restrictive and is proposing an amendment.

This amendment is not a reduction of required parking spaces but a reduction in the required "covered" parking spaces. For example, a complex with one hundred (100) units of two (2) bedrooms apartments will require to provide two (2) spaces per unit plus one (1) visitor parking space per every ten (10) units. So in total this complex will require 210 parking spaces. The current regulation requires that all of the parking spaces are covered parking. With the proposed amendment the number required will be 210 parking spaces but only one hundred (100) of those spaces will be required to be covered parking.

In single residence zoning district the current regulations requires one (1) carport or garage for one (1) vehicle. We are proposing one (1) covered parking per unit, in order for the residents of multiple residence zoning to have the same opportunity of having one (1) covered parking as the residents of single residence zoning districts.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action item.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Proposed Amendments

City Council
Work Session
April 7, 2021

PROPOSED TEXT AMENDMENT
COVERED PARKING REQUIREMENTS- MULTIPLE RESIDENTIAL ZONING DISTRICTS
CITY OF SAN LUIS CODE- CHAPTER 18: ZONING REGULATIONS
PROPOSED AMENDMENT BY STAFF

Subsection 18.30.020(E)(7) of the San Luis City Code entitled " 'R-2' Medium-High Density Residential Zoning District" is proposed read as follows:

18.30.020(E)(7) All multiple residential buildings shall provide ~~covered~~ parking in accordance with Chapter 18.75 SLCC. All multiple residential buildings shall provide one (1) covered parking per dwelling unit. The required covered parking canopy shall provide motion sensor/detector light fixtures which are to be placed under the parking shade canopy.

Subsection 18.30.030(E)(6) of the San Luis City Code entitled " 'R-3' High Density Residential Zoning District" is proposed read as follows:

18.30.030(E)(6) All multiple residential buildings shall provide ~~covered~~ parking in accordance with Chapter 18.75 SLCC. All multiple residential buildings shall provide one (1) covered parking per dwelling unit. The required covered parking canopy shall provide motion sensor/detector light fixtures which are to be placed under the parking shade canopy.

AGENDA ITEM REVIEW FORM

Work Session **2. J.**

Meeting Date: 04/07/2021

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Resolution Nos. 2163, 2164, 2165, 2166, 2167 and 2168 for the creation and order of work for the required improvement districts for Bienestar Estates 11 Subdivision. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

The Subdivision Regulations require any new subdivision to create improvement districts pursuant to Arizona Revised Statutes Section 48-571 to 48-617, as amended. Bienestar Estates 11 is part of the East San Luis Community Facilities District therefore a new Community Facilities District is not required, however the following improvement districts are required:

Street Lighting Improvement District- Pursuant to A.R.S. 48-572(A)(7), §48-616 and §48-617
Enhanced Municipal Improvement District- Pursuant to A.R.S. §48-575 and §48-576
Landscape Improvement District- Pursuant to A.R.S. §48-574

We have received petitions, signed by the owner, for the required improvement district including waiver of any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.

Resolution No. 2163 Creation of Street Lighting Improvement District
As a requirement of the City of San Luis Subdivision Regulations, a Street Lighting Improvement District is required for new subdivisions. The City has received a petition to form a Street Lighting Improvement District for Bienestar Estates 11 Subdivision. This is the resolution of intention to create Bienestar Estates 11 Street Lighting Improvement District.

Resolution No. 2164 Creation of Enhanced Municipal Improvement District
As a requirement of the City of San Luis Subdivision Regulations, an Enhanced Municipal Services Improvement District is required for new subdivisions. The City has received a petition to form an Enhanced Municipal Services Improvement District for operating and maintaining certain retention basins within the area described as Bienestar Estates 11 Subdivision. This is the resolution to create that district.

Resolution No. 2165 Creation of Landscape Improvement District
As a requirement of the City of San Luis Subdivision Regulations, all developers are responsible to completely landscape their development projects according to the approved plans. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins, and in other locations as provided in city regulations. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability, and improve community

aesthetics.

The state legislature permits the creation of Municipal Improvement Districts for cities and towns to provide a dedicated funding stream for maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention basins, and parking and parkways. This Improvement District will be utilized for landscape maintenance within Bienestar Estates 11 Subdivision. Residents within the Improvement District will pay a special assessment on their property tax bill.

This resolution authorizes the creation of Bienestar Estates 11 Landspace Improvement District to serve Bienestar Estates 11 Subdivision. After approval of this resolution, a second resolution ordering the improvements is needed to finalize the formation of the Improvement District process.

Resolution No. 2166 Order of work for Street Lighting Improvement District
Once a resolution creating a Street Lighting Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Bienestar Estates 11 Street Lighting Improvement District.

Resolution No. 2167 Order of work for Enhanced Municipal Improvement District
Once a resolution creating an Enhanced Municipal Services Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Bienestar Estates 11 Enhanced Municipal Improvement District.

Resolution No. 2168 Order of work for Landscape Improvement District
Once a resolution creating a Municipal Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing the Bienestar Estates 11 Landscape Improvement District.

These items will be placed in the Consent Agenda of the Regular Council Meeting of April 14, 2021. Each resolution will be listed individually as one item, for a total of 6 items, unless City Council wishes to further discuss these items during the regular meeting.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action item.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Resolution No. 2163
Resolution No. 2164
Resolution No. 2165
Resolution No. 2166

Resolution No. 2167
Resolution No. 2168

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2163

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CREATING A STREET LIGHTING IMPROVEMENT DISTRICT AND DECLARING ITS INTENTION TO PURCHASE ELECTRICITY, AND MAINTAIN POLES, LUMINARIES, AND UNDERGROUND CONDUIT, TOGETHER WITH A CHARGE FOR USE OF LIGHTING FACILITIES, FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 11 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for the street lighting improvement district has been presented by all of the real property owners of record for the real property described as Bienestar Estates 11 Subdivision, San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates a street lighting improvement district to be tentatively known as Bienestar Estates 11 Street Lighting Improvement District for the area described as Bienestar Estates 11 Subdivision, San Luis, Arizona, and as further shown on Exhibit "A" attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to order the purchase of electricity which includes a charge for the maintenance and use of the lighting facilities. That the maintenance and purchase of electricity is of more than local or ordinary public benefit, and the cost is hereby made chargeable upon the District, and the District benefited by said streetlights is legally described as set forth in Section 1 hereinabove.

Section 3: That the cost of the electricity shall be the established rate of Arizona Public Service for street lighting service.

Section 4: That the lighting of the streets in the area described shall be in accordance with the lighting location plan hereby approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Bienestar Estates 11 Street Lighting Improvement District.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of supplying electricity to said Improvement District, no

assessment for district purposes against the property within such district exceeds the maximum contained in A.R.S. § 48-616.D, in which event the City of San Luis shall be liable for the cost of supplying electricity in excess of said statutory maximums.

Section 6: The City Council shall make an annual statement of the expenses relative to the District which shall be provided for by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

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

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

PETITION, WAIVER AND CONSENT TO FORMATION
OF A STREET LIGHTING IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS NEW SUBDIVISION, BIENESTAR ESTATES 11
(OWNER: COMITE DE BIENESTAR, INC)

To: **Honorable Mayor and City Council**
City of San Luis, Arizona

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-572(A)(7), §48-616 and §48-617 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of Street Lighting Improvement District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description of "Exhibit A" which is attached hereto and incorporated herein by reference. The proposed District consists of approximately 19.19 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.

3. Purpose. The District is proposed to be formed for the purpose of the installation of light poles and luminaries together with purchasing the electricity for lighting of public streets serving Bienestar Estates 11 Subdivision.

4. Public Convenience and Necessity. The necessity for the proposed District is for the installation of light poles and luminaries with purchasing the electricity for lighting public streets serving the proposed District by the levying of special assessments in the proposed District.

5. Wavier and Consent. The Petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements;

   (c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B) as amended, which provide for protests against the work; and

(d) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N);

(e) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and waiver agreement as of the 30th day of March 20 21.

PROPERTY OWNER NAME, ADDRESS AND SIGNATURE	DATE	PROPERTY (Tax Parcel Nos.)

COMITE DE BIENESTAR, INC
963 E. B STREET
SAN LUIS, AZ 85349

By: _____ 3/30/21 **APN 227-15-028**
George Guerrero, President Date Property

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this 30th day of March 20 21 by George Guerrero, President of Comite De Bienestar Inc., an Arizona Corporation, on behalf of said corporation.

Lizeth Chavez
Notary Public - Arizona
Yuma County
My Commission Expires
September 28, 2021

My Commission Expires
9/28/2021

_____
Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA an
ARIZONA MUNICIPAL CORPORATION

By_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

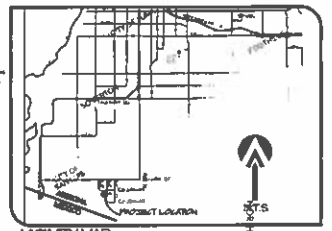
_____
Kay Marion Macuil, City Attorney

BIENESTAR ESTATES 11 SUBDIVISION

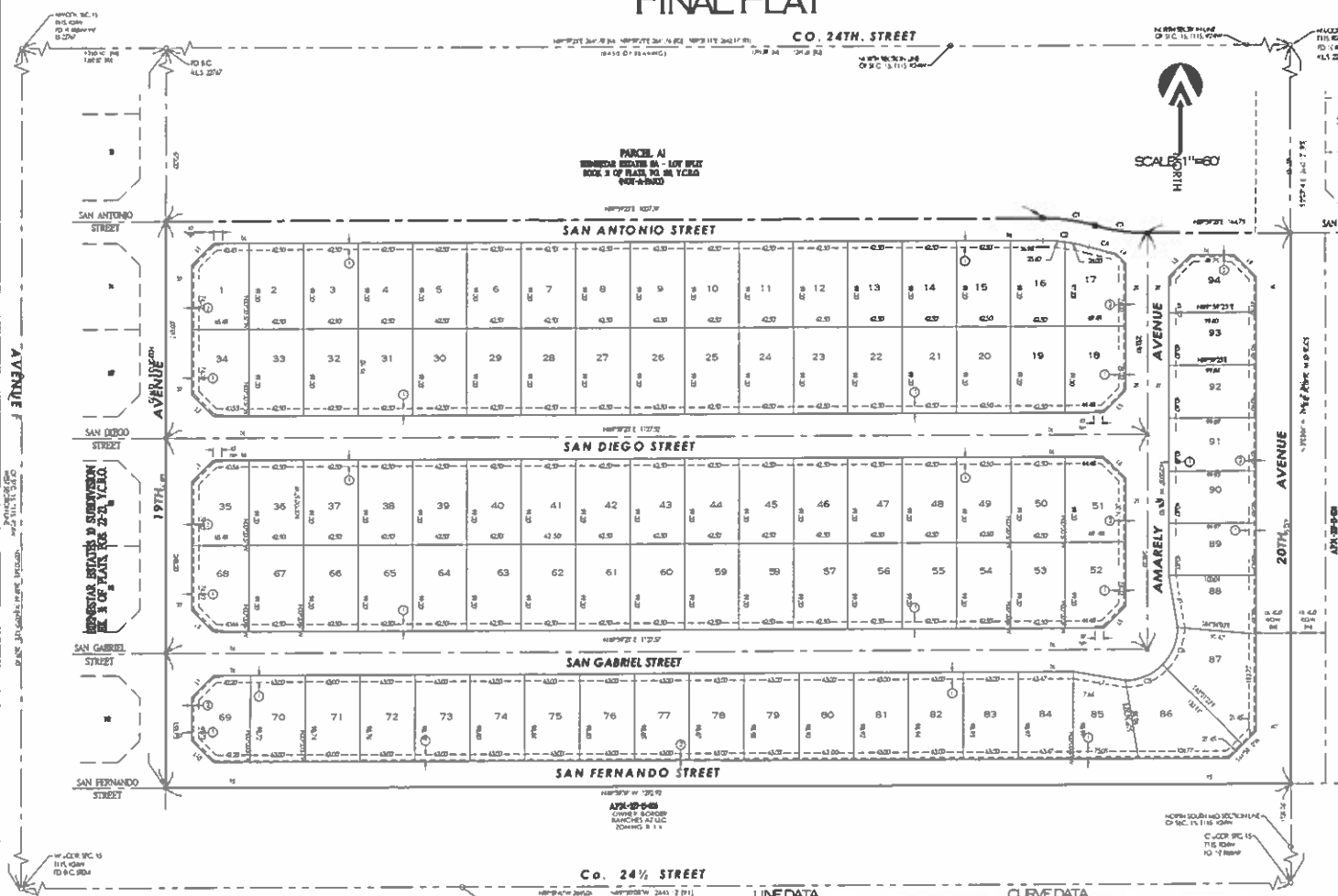
A SUBDIVISION OF OF PARCEL "A2" OF BIENESTAR ESTATES 11A - LOT SPLIT, AS RECORDED IN BK. 31, OF PLATS, PG. 100, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ., ALSO BEING A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.

FEBRUARY OF 2021 ACREAGE: 19.19 AC (GROSS)

FINAL PLAT



VICINITY MAP



LOT AREAS TABLE

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
1	6,967.00 SF	19	6,967.00 SF	35	6,967.00 SF	52	6,967.00 SF	69	6,967.00 SF
2	6,967.00 SF	18	6,967.00 SF	36	6,967.00 SF	53	6,967.00 SF	70	6,967.00 SF
3	6,967.00 SF	17	6,967.00 SF	37	6,967.00 SF	54	6,967.00 SF	71	6,967.00 SF
4	6,967.00 SF	16	6,967.00 SF	38	6,967.00 SF	55	6,967.00 SF	72	6,967.00 SF
5	6,967.00 SF	15	6,967.00 SF	39	6,967.00 SF	56	6,967.00 SF	73	6,967.00 SF
6	6,967.00 SF	14	6,967.00 SF	40	6,967.00 SF	57	6,967.00 SF	74	6,967.00 SF
7	6,967.00 SF	13	6,967.00 SF	41	6,967.00 SF	58	6,967.00 SF	75	6,967.00 SF
8	6,967.00 SF	12	6,967.00 SF	42	6,967.00 SF	59	6,967.00 SF	76	6,967.00 SF
9	6,967.00 SF	11	6,967.00 SF	43	6,967.00 SF	60	6,967.00 SF	77	6,967.00 SF
10	6,967.00 SF	10	6,967.00 SF	44	6,967.00 SF	61	6,967.00 SF	78	6,967.00 SF
11	6,967.00 SF	9	6,967.00 SF	45	6,967.00 SF	62	6,967.00 SF	79	6,967.00 SF
12	6,967.00 SF	8	6,967.00 SF	46	6,967.00 SF	63	6,967.00 SF	80	6,967.00 SF
13	6,967.00 SF	7	6,967.00 SF	47	6,967.00 SF	64	6,967.00 SF	81	6,967.00 SF
14	6,967.00 SF	6	6,967.00 SF	48	6,967.00 SF	65	6,967.00 SF	82	6,967.00 SF
15	6,967.00 SF	5	6,967.00 SF	49	6,967.00 SF	66	6,967.00 SF	83	6,967.00 SF
16	6,967.00 SF	4	6,967.00 SF	50	6,967.00 SF	67	6,967.00 SF	84	6,967.00 SF
17	6,967.00 SF	3	6,967.00 SF	51	6,967.00 SF	68	6,967.00 SF	85	6,967.00 SF
18	6,967.00 SF	2	6,967.00 SF						

OWNER OF RECORD:

COMITE DE BIENESTAR INC.
963 E. 1ST STREET
PO BOX 1140
SAN LUIS, AZ., 85349

BASIS OF BEARING

THE NORTH SECTION LINE OF SECTION 15 T11S R24W G.&S.R.B.&M., YUMA COUNTY, ARIZONA BEING THE CENTERLINE OF CO. 24th STREET, AS SHOWN ON BORDER RANCHES SUBDIVISION AS RECORDED IN BOOK 27 OF PLATS, PAGES 9 & 10, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

BEARING SAME AS 23° W

KEYNOTES

1. NEW 8' UTILITY EASEMENT
2. NEW 1' NON-ACCESS EASEMENT

NOTE

- PROPERTY CORNERS TO BE MARKED W/ ½" DIAMETER REBAR W/ ALUMINUM CAPS, UNLESS NOTED.
- PROJECT ZONING: R-1-6

ELABORATED BY:

VEGA & VEGA
1846 S. 8th Avenue 928 329 0000 tel
Yuma, AZ. 85364 928 247 6732 fax
www.vegaandvega.com

LEGEND

	INDICATES BOUNDARY LINE
	INDICATES CENTERLINE
	INDICATES EASEMENT LINE
11	NEW LOT NUMBER
●	NEW YUMA COUNTY STD. DETAIL No. 4-032 (MET BOUNDARY MONUMENT
■	NEW YUMA COUNTY STD. DETAIL No. 4-080 (FIRST MONUMENT
O	EXISTING MONUMENT (TYPE AS SHOWN)
BC	INDICATES BRASS CAP
YCR	INDICATES YUMA COUNTY RECORDERS
GLO	INDICATES GENERAL LAND OFFICE
NAE	INDICATES NON-ACCESS EASEMENT
(M)	INDICATES MEASURED DATA
(R1)	DATA PERTAINS TO LOT 2 OF BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27, PAGES 9 & 10 YCR
(R2)	DATA REFERS TO BORDER RANCHES SUBDIVISION, AS RECORDED IN BOOK 27, PAGES 9 & 10 YCR
(R3)	DATA REFERS TO DOCUMENT 624 PAGE 166 YCR
(R4)	DATA REFERS TO MINUTES OF DEDICATION OF VIA, AS RECORDED IN BOOK 31, PAGE 34 YCR
(R5)	DATA REFERS TO BIENESTAR ESTATES 11 LOT SPLIT, AS RECORDED IN BOOK 31 OF PLATS, PAGE 28 YCR
(R6)	DATA REFERS TO PTT # 3556-7079 YCR

LINE DATA

LINE NUMBER	BEARING	LENGTH (FEET)	LINE NUMBER	BEARING	LENGTH (FEET)
L1	N90°00'00"E	35.36	L7	N89°37'03"W	60.83
L2	S44°58'10"W	35.34	L8	N00°22'57"W	40.00
L3	N44°58'10"W	35.35	L9	S45°01'50"W	35.37
L4	S45°37'37"E	46.71	L10	N89°37'03"E	35.36
L5	N44°58'23"W	35.36			
L6	S45°01'37"E	35.36			

CURVE DATA

CURVE NUMBER	CURVE ANGLE	CURVE RADIUS	CURVE LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	14°23'37"	N82°48'22"W	60.42	30.44	240.00'	60.30
C2	14°23'37"	S82°48'22"E	53.42	26.99'	212.50'	53.31
C3	14°23'37"	S82°48'22"E	67.85	34.26	270.00'	68.28
C4	0°20'58"	N67°12'23"W	31.10	15.55	2,280.00'	31.12
C5	4°00'00"	N67°22'21"	45.72	24.86	655.00'	45.72
C6	4°00'00"	N63°22'21"	45.72	24.86	655.00'	45.72

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA AND THAT I AM A MEMBER OF THE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JANUARY 2021. ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. I FURTHER CERTIFY THAT ALL MONUMENTS SHOWN HEREON WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY WAS ACCURATE AS SHOWN AND COMPLIES WITH THE STANDARDS FOR SURVEYS AS ADOPTED BY THE BOARD OF TECHNICAL REGISTRATION.

BY: JOHN C. ENGLISH R.L.S. No. 16638

SHEET: 2 OF 2

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2164

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICE IMPROVEMENT DISTRICT OF OPERATING AND MAINTAINING CERTAIN RETENTION BASINS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 11 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for enhanced municipal services has been presented by all of the real property owners of record for the real property described as Bienestar Estates 11 Subdivision, San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates an enhanced municipal services district to be tentatively known as Bienestar Estates 11 Municipal Services Improvement District for the area described as Bienestar Estates 11 Subdivision, City of San Luis, Arizona, and as further shown on the subdivision plat or plats of record for Bienestar Estates 11 Subdivision with the Office of Public Works Director and the Office of City Engineer of the City of San Luis, Arizona. The legal description for the district is as follows:

See exhibit A attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to provide, for the enhance municipal services of the operation and maintenance of retention basins described as Bienestar Estates 11 Subdivision, City of San Luis, Arizona.

Section 3: That the operation and maintenance of said retention basins shall be in accordance with the plan showing location, type and character of the enhanced municipal services, as well as duplicate diagrams of the property contained within the improvement district which is here by approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Bienestar Estates 11 Municipal Services Improvement District.

Section 4: That all lots within the Improvement District will benefit by the enhanced municipal services of the operation and maintenance of said retention basins

at a higher level or greater degree than provided in the remainder of the City of San Luis that is not included in the Improvement District.

That the City Council shall make an annual statement and/or statements of the expenses relative to the District for the operation and maintenance of said retention basins which shall be provided by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

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

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

**PETITION, WAIVER AND CONSENT TO FORMATION
OF AN ENHANCED MUNICIPAL SERVICES IMPROVEMENT DISTRICT
BY THE CITY OF SAN LUIS FOR THE NEW SUBDIVSION,
BIENESTAR ESTATES 11
(OWNER: COMITE DE BIENESTAR, INC)**

To: **Honorable Mayor and City Council
City of San Luis, Arizona**

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-575 and §48-576 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of an Enhanced Municipal Service District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description of "Exhibit A" which is attached hereto and incorporated herein by reference. The proposed District consists of approximately 19.19 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.

3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of retention basins serving Bienestar Estates 11 Subdivision.

4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of retention basins serving the proposed District by the levying of special assessments in the proposed District.

5. Waiver and Consent. The Petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and Resolution Ordering the Work relating to the District;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements;

(c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B) as amended, which provide for protests against the work;

(d) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N); and

(e) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and waiver agreement as of the 30th day of March 20 21.

PROPERTY OWNER NAME, ADDRESS AND SIGNATURE	DATE	PROPERTY (Tax Parcel Nos.)
COMITE DE BIENESTAR, INC 963 E. B STREET SAN LUIS, AZ 85349 By: _____ George Guerrero, President	3/30/21 Date	APN 227-15-028 Property

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this 30th day of March 2021 by George Guerrero, President of Comite De Bienestar Inc., an Arizona Corporation, on behalf of said corporation.

Lizeth Chavez
Notary Public - Arizona
Yuma County
My Commission Expires
September 28, 2021

My Commission Expires
9/28/2021

_____
Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA an
ARIZONA MUNICIPAL CORPORATION

By_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

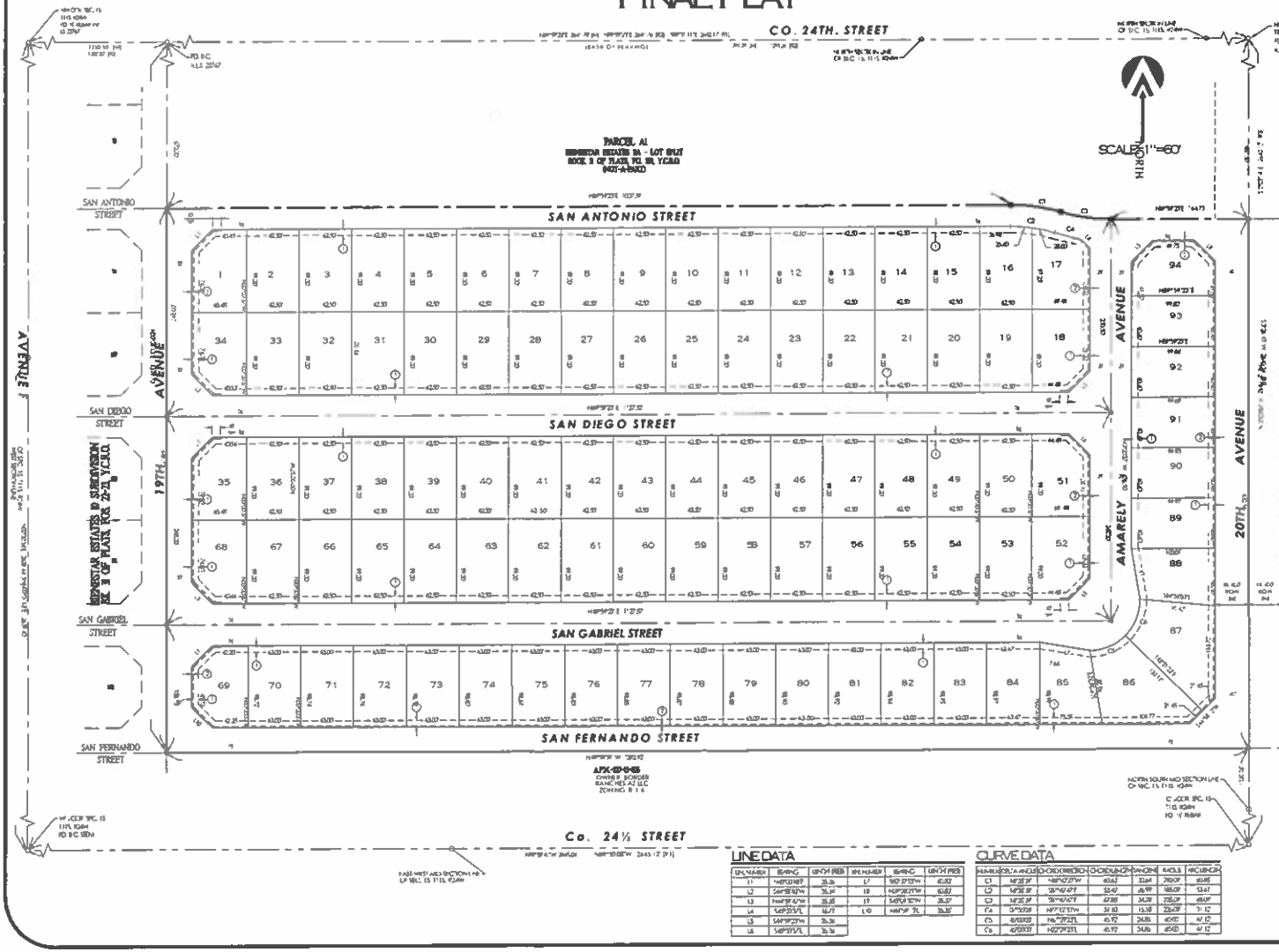
_____
Kay Marion Macuil, City Attorney

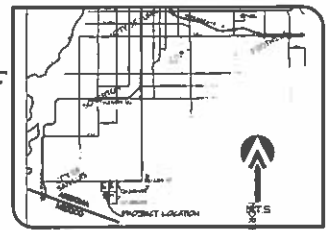
BIENESTAR ESTATES 11 SUBDIVISION

A SUBDIVISION OF OF PARCEL "A2" OF BIENESTAR ESTATES 11A - LOT SPLIT, AS RECORDED IN BK. 31, OF PLATS, PG. 100, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ., ALSO BEING A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.

FEBRUARY OF 2021 ACREAGE: 19.19 AC (GROSS)

FINAL PLAT





LOT AREAS TABLE:

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
1	6,167.42 SF	17	6,167.39 SF	33	6,167.39 SF	49	6,329.00 SF	65	6,329.00 SF
2	6,167.39 SF	18	6,167.39 SF	34	6,167.39 SF	50	6,329.00 SF	66	6,329.00 SF
3	6,167.39 SF	19	6,167.39 SF	35	6,167.39 SF	51	6,329.00 SF	67	6,329.00 SF
4	6,167.39 SF	20	6,167.39 SF	36	6,329.00 SF	52	6,329.00 SF	68	6,329.00 SF
5	6,167.39 SF	21	6,167.39 SF	37	6,329.00 SF	53	6,329.00 SF	69	6,329.00 SF
6	6,167.39 SF	22	6,167.39 SF	38	6,329.00 SF	54	6,329.00 SF	70	6,329.00 SF
7	6,167.39 SF	23	6,167.39 SF	39	6,329.00 SF	55	6,329.00 SF	71	6,329.00 SF
8	6,167.39 SF	24	6,167.39 SF	40	6,329.00 SF	56	6,329.00 SF	72	6,329.00 SF
9	6,167.39 SF	25	6,167.39 SF	41	6,329.00 SF	57	6,329.00 SF	73	6,329.00 SF
10	6,167.39 SF	26	6,167.39 SF	42	6,329.00 SF	58	6,329.00 SF	74	6,329.00 SF
11	6,167.39 SF	27	6,167.39 SF	43	6,329.00 SF	59	6,329.00 SF	75	6,329.00 SF
12	6,167.39 SF	28	6,167.39 SF	44	6,329.00 SF	60	6,329.00 SF	76	6,329.00 SF
13	6,167.39 SF	29	6,167.39 SF	45	6,329.00 SF	61	6,329.00 SF	77	6,329.00 SF
14	6,167.39 SF	30	6,167.39 SF	46	6,329.00 SF	62	6,329.00 SF	78	6,329.00 SF
15	6,167.39 SF	31	6,167.39 SF	47	6,329.00 SF	63	6,329.00 SF	79	6,329.00 SF
16	6,167.39 SF	32	6,167.39 SF	48	6,329.00 SF	64	6,329.00 SF	80	6,329.00 SF

OWNER OF RECORD:

COMITE DE BIENESTAR INC. AZ CORP
9651 E. 16TH STREET
YUMA, AZ. 85365

BASIS OF BEARING

BEARING S89°59'23"W

KEYNOTES

1. NEW 8' UTILITY EASEMENT
2. NEW 1' NON-ACCESS EASEMENT

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2 DIAMETER REBAR "ACCEPTANCE" CAPS L.S. 16828
- PROJECT ZONING R-1-6

ELABORATED BY:

VEGA & VEGA
ENGINEERING

1866 S. 8th Avenue 928 329 0000 Tel
Yuma, AZ. 85364 928 247 6232 Fax
www.vegaandvega.com

LEGEND

- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT LINE
- 11 NEW LOT NUMBER
- NEW YUMA COUNTY (YC) DETAIL No. 4-600 SURVEY MONUMENT
- NEW YUMA COUNTY (YC) SURVEY DETAIL No. 4-600 STREET MONUMENT
- EXISTING MONUMENT (TYPE AS SHOWN)
- INDICATES BRASS CAP
- YCR INDICATES YUMA COUNTY RECORDERS
- GLO INDICATES GENERAL LAND OFFICE
- NAE INDICATES NON-ACCESS EASEMENT
- (M) INDICATES MEASURED DATA
- (R1) DATA PER RECORD OF LOT 2 OF BIENESTAR ESTATES 11 LOT SPLIT AS RECORDED IN BOOK 31 OF PLATS, PAGE 100, YCR
- (R2) DATA PER RECORD OF SURVEY FOR: BIENESTAR ESTATES 11 SUBDIVISION, AS RECORDED IN BOOK 31 OF PLATS, PAGES 96-99, YCR
- (R3) DATA PER RECORD OF SURVEY FOR: DANIEL B. BORDER RANCHES AZ LLC ZONING: R-1-6
- (R4) DATA PER RECORD OF SURVEY FOR: COMITE DE BIENESTAR INC. AZ CORP 9651 E. 16TH STREET YUMA, AZ. 85365
- (R5) DATA PER RECORD OF SURVEY FOR: BIENESTAR ESTATES 11 LOT SPLIT AS RECORDED IN BOOK 31 OF PLATS, PAGE 100, YCR

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING OCTOBER OF 2019 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE PLACED WITHIN ONE YEAR FROM RECORDATION OF THIS MAP TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS FULL AND COMPLETE AS SHOWN. ALL BEARINGS ARE SHOWN HEREON UNLESS OTHERWISE NOTED.

BY: JOHN C. BIGLEY R.L.S. No. 16828

LINE DATA

LINE NUMBER	BEARING	LENGTH (FEET)	LINE NUMBER	BEARING	LENGTH (FEET)
L1	N89°59'23"E	35.36	L7	S00°01'37"W	42.00
L2	S44°58'37"W	35.36	L8	N89°58'23"W	42.00
L3	N44°58'37"W	35.36	L9	S89°58'23"W	35.37
L4	S89°59'23"E	16.67	L10	N89°58'23"E	35.36
L5	S44°58'23"W	35.36			
L6	S89°59'23"E	35.36			

CURVE DATA

CURVE NUMBER	ANGLE	DIRECTION	CHORD LENGTH	CHORD BEARING	RADIUS	ARC LENGTH
C1	90°00'00"	N89°59'23"W	60.62	S44°58'37"W	42.00	66.00
C2	14°36'39"	S82°41'43"E	53.42	S89°59'23"E	185.00	53.61
C3	14°36'39"	S82°41'43"E	67.86	S89°59'23"E	235.00	68.09
C4	0°30'08"	N87°12'13"W	34.10	N89°58'23"E	233.00	34.10
C5	90°00'00"	N89°58'23"E	45.72	S44°58'37"E	40.00	47.12
C6	90°00'00"	N89°58'23"E	45.72	S44°58'37"E	40.00	47.12

SHEET: 2 OF 2

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2165

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICES OF MAINTAINING AND REPAIRING CERTAIN LANDSCAPE IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION BASINS AND PARKING AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 11 LANDSCAPE IMPROVEMENT DISTRICT, SAN LUIS, ARIZONA.

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways;

WHEREAS, a petition has been received by Mayor and City Council of the City of San Luis to form a MID to provide operation, maintenance and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Bienestar Estates 11;

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving Bienestar Estates 11 will provide a dedicated stream of funding for the maintenance of those improvements and will provide neighborhood decisions on those improvements, and will privatize the maintenance of those improvements;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Bienestar Estates 11 to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be Bienestar Estates 11 District;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

SECTION 1: The petition to form a MID for Bienestar Estates 11 purporting to be signed by all of the real property owners within the proposed District attached as Exhibit "A" is hereby accepted as provided in A.R.S. § 48-574(C).

SECTION 2: Bienestar Estates 11 Landscape, serving Bienestar Estates 11 to operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of Bienestar Estates 11, is hereby created.

SECTION 3: The expenses of Bienestar Estates 11 Landscape shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 et seq.

SECTION 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a legal description of the boundary for Bienestar Estates 11 Landscape and a diagram for Bienestar Estates 11 Landscape to Mayor and City Council for consideration to declare an intention to order improvements to Bienestar Estates 11 Landscape as provided in A.R.S. § 48-576.

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

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

PETITION, WAIVER AND CONSENT TO FORMATION OF A MUNICIPAL IMPROVEMENT DISTRICT BY THE CITY OF SAN LUIS FOR THE NEW SUBDIVSION, BIENESTAR ESTATES 11 (OWNER: COMITE DE BIENESTAR, INC)

To: **Honorable Mayor and City Council**
City of San Luis, Arizona

Pursuant to Arizona Revised Statutes ("A.R.S.") §48-574, the undersigned property owner respectfully petitions the Mayor and City Council of the City of San Luis, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a map/diagram and by a legal description on "Exhibit A" that is attached hereto and incorporated herein by reference. The proposed District consists of 19.19 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.

3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in parkways and parkings adjacent to designated public roadways serving the proposed District.

4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in parkways and parkings adjacent to designated public roadways serving the proposed District by the levying of special assessments in the proposed District.

5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.

   (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).

(d) All protest rights whatsoever under A.R.S. §48-579(A) and (B) as amended, which provide for protests against the work; and

(e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

In Witness whereof the parties have executed this Petition and waiver agreement as of the 30th day of March 2021.

PROPERTY OWNER NAME, ADDRESS AND SIGNATURE	DATE	PROPERTY (Tax Parcel Nos.)
COMITE DE BIENESTAR, INC 963 E. B STREET SAN LUIS, AZ 85349 By: _____ George Guerrero, President	3/30/21 Date	APN 227-15-028 Property

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this 30th day of March 2021 by George Guerrero, President of Comite De Bienestar Inc., an Arizona Corporation, on behalf of said corporation.

Lizeth Chavez
Notary Public - Arizona
Yuma County
My Commission Expires
September 28, 2021

My Commission Expires
9/28/21

_____
Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA an
ARIZONA MUNICIPAL CORPORATION

By_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

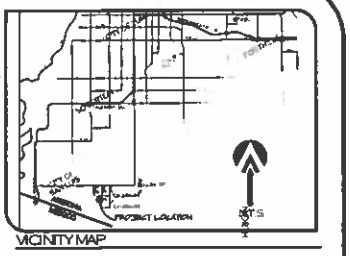
APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

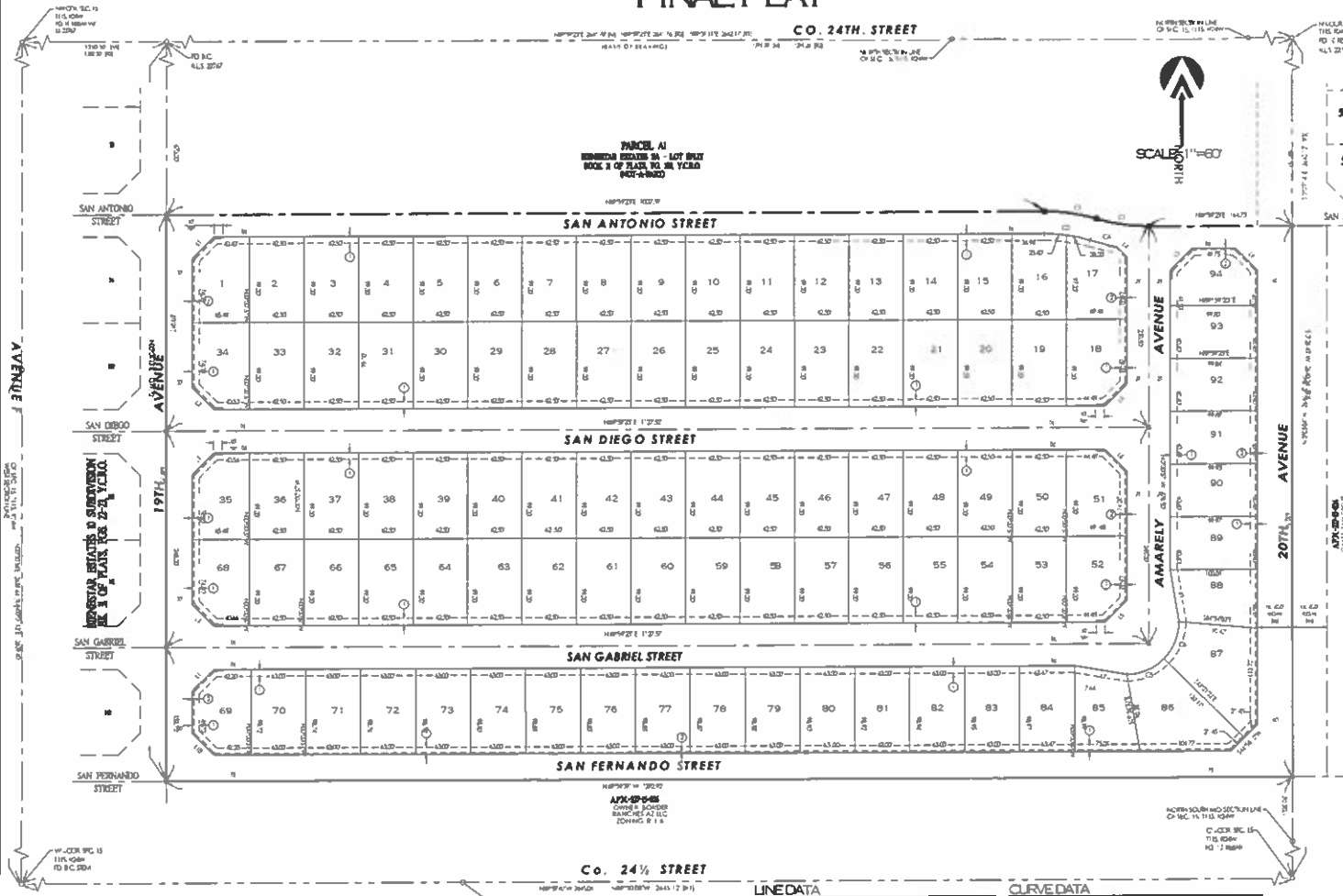
BIENESTAR ESTATES 11 SUBDIVISION

A SUBDIVISION OF OF PARCEL "A2" OF BIENESTAR ESTATES 11A - LOT SPLIT, AS RECORDED IN BK. 31, OF PLATS, PG. 100, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ., ALSO BEING A PORTION OF THE NE¼ OF THE NW¼ OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA.
FEBRUARY OF 2021 ACREAGE: 19.19 AC (GROSS)

FINAL PLAT



VICINITY MAP



LOT AREAS TABLE

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
1	6,142.42 SF	17	6,167.39 SF	33	6,168.32 SF	49	6,229.00 SF	65	6,230.47 SF
2	6,167.39 SF	18	6,167.39 SF	34	6,167.39 SF	50	6,229.00 SF	66	6,229.00 SF
3	6,167.39 SF	19	6,167.39 SF	35	6,170.00 SF	51	6,229.00 SF	67	6,229.00 SF
4	6,167.39 SF	20	6,167.39 SF	36	6,229.00 SF	52	6,229.00 SF	68	6,229.00 SF
5	6,167.39 SF	21	6,167.39 SF	37	6,229.00 SF	53	6,229.00 SF	69	6,229.00 SF
6	6,167.39 SF	22	6,167.39 SF	38	6,229.00 SF	54	6,229.00 SF	70	6,229.00 SF
7	6,167.39 SF	23	6,167.39 SF	39	6,229.00 SF	55	6,229.00 SF	71	6,229.00 SF
8	6,167.39 SF	24	6,167.39 SF	40	6,229.00 SF	56	6,229.00 SF	72	6,229.00 SF
9	6,167.39 SF	25	6,167.39 SF	41	6,229.00 SF	57	6,229.00 SF	73	6,229.00 SF
10	6,167.39 SF	26	6,167.39 SF	42	6,229.00 SF	58	6,229.00 SF	74	6,229.00 SF
11	6,167.39 SF	27	6,167.39 SF	43	6,229.00 SF	59	6,229.00 SF	75	6,229.79 SF
12	6,167.39 SF	28	6,167.39 SF	44	6,229.00 SF	60	6,229.00 SF	76	6,229.76 SF
13	6,167.39 SF	29	6,167.39 SF	45	6,229.00 SF	61	6,229.00 SF	77	6,229.73 SF
14	6,167.39 SF	30	6,167.39 SF	46	6,229.00 SF	62	6,229.00 SF	78	6,229.73 SF
15	6,167.39 SF	31	6,167.39 SF	47	6,229.00 SF	63	6,229.00 SF	79	6,229.04 SF
16	6,172.69 SF	32	6,167.39 SF	48	6,229.00 SF	64	6,229.00 SF	80	6,229.36 SF

OWNER OF RECORD:

COMITES BIENESTAR INC. A/T CCRFP
1663 E. 16TH STREET
PO BOX 1719
SAN LUIS AZ 85349

BASIS OF BEARING

THE NORTH SECTION LINE OF SECTION 15 T11S R24W G&SRB&M AS SHOWN ON THE FINAL PLAT OF BIENESTAR ESTATES 10 SUBDIVISION AS RECORDED IN BOOK 31 OF PLATS, PAGES 27 & 29 YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.
BEARING S89°59'23"W

KEYNOTES

1. NEW 8' UTILITY EASEMENT
2. NEW 1' NON-ACCESS EASEMENT

NOTE

- PROPERTY CORNERS TO BE MARKED BY ½" DIAMETER REBAR "ACCEPTANCE CALL" MBP
- PROJECT ZONING R-1-6

ELABORATED BY:

VEGA & VEGA REPRESENTATIVES
1846 S. 8th Avenue 928 329 0000 Tel
Yuma, Az. 85364 928 247 6232 Fax
www.vegavega.com

LEGEND

- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT LINE
- 11 — NEW LOT NUMBER
- • — NEW YUMA COUNTY STD. DET. NO. 240 MONUMENT
- ■ — NEW YUMA COUNTY STD. DET. NO. 240-1 STREET MONUMENT
- O — EXISTING MONUMENT AS SHOWN
- RC — INDICATES REBAR & CAP
- YCR — INDICATES YUMA COUNTY RECORDERS
- G.L.O. — INDICATES GENERAL LAND OFFICE
- N.A.E. — INDICATES NON-ACCESS EASEMENT
- (M) — INDICATES MEASURED DATA
- (R1) — DATA REFERS TO R.S. & R. RANCHO BEATON CH. SECTION 15, T11S, R24W DATED JUNE 1977
- (R2) — DATA REFERS TO BURGER RANCH #3 SUBDIVISION AS RECORDED IN BOOK 27, PAGES 9 & 10, Y.C.R.
- (R3) — DATA REFERS TO DOCKET 674, PAGE 184, Y.C.R.O.
- (R4) — DATA REFERS TO BIENESTAR ESTATES 10 SUBDIVISION AS RECORDED IN BOOK 31 OF PLATS, PAGE 29, Y.C.R.
- (R5) — DATA REFERS TO BIENESTAR ESTATES 11 LOT SPLIT AS RECORDED IN BOOK 31 OF PLATS, PAGE 100, Y.C.R.
- (R6) — DATA REFERS TO PT # 2016-16419 Y.C.R.O.

LINE DATA

LINE NUMBER	BEARING	LENGTH (FEET)	LINE NUMBER	BEARING	LENGTH (FEET)
L1	N89°59'23"E	35.36	L7	S89°59'23"W	42.00
L2	S44°59'23"W	35.36	L8	N0°59'23"E	42.00
L3	N44°59'23"W	35.36	L9	N89°59'23"W	35.36
L4	S45°00'37"E	14.00	L10	N44°59'23"E	35.36
L5	S44°59'23"W	35.36			
L6	S45°00'37"E	35.36			

CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	90°00'00"	N89°59'23"E	42.43	30.00	27.00'	42.00
C2	90°00'00"	S0°00'37"E	53.67	34.39	185.00'	53.67
C3	90°00'00"	S89°59'23"W	67.85	34.28	236.00'	68.09
C4	3°30'00"	N87°14'23"W	34.30	17.15	235.00'	11.12
C5	6°00'00"	N86°29'23"W	41.92	20.96	400'	41.92
C6	6°00'00"	N82°29'23"W	41.92	20.96	400'	41.92

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LICENSED LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THE MAP CONSISTING OF TWO (2) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING DECEMBER OF 2019 THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. OR WILL BE SET AS SHOWN ON THE MAP WITHIN ACCEPTABLE TOLERANCES PRESCRIBED BY THE STATE OF ARIZONA BOARD OF TECHNICAL REGISTRATION AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY PLAT AND COMPLETE ASSUMPTIONS SHOWN AS CLEARANCES ARE SHOWN IN THE ANNOTATIONS AS PART.

JOHN C. ENGLER — R.L.S. No. 16328



SHEET: 2 OF 2

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2166

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE PURCHASE OF ELECTRICITY AND TO ORDER THE MAINTENANCE OF POLES, LUMINARIES AND UNDERGROUND CONDUIT INCIDENT TO THE INSTALLATION OF STREET LIGHTS FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BIENESTAR ESTATES 11 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2163 for Bienestar Estates 11 Street Lighting Improvement District declaring the intention of the City to purchase electricity including a charge for the use of lighting facilities; and

WHEREAS, the cost of lighting is to be assessed on certain district known as Bienestar Estates 11 Street Lighting Improvement District; and

WHEREAS, the petition for street lighting improvement district which was used to create Bienestar Estates 11 Street Lighting Improvement District was signed by all of the real property owners within said district and A.R.S § 48-617.A authorizes the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provisions of A.R.S. S 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the improvement of Bienestar Estates 11 Street Lighting Improvement District.

[Remainder of page left intentionally blank, signature page follows.]

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

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2167

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE OPERATION AND MAINTENANCE OF CERTAIN RETENTION BASINS FOR THE AREA DESCRIBED AS BIENESTAR ESTATES 11 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2164 for Bienestar Estates 11 Municipal Services Improvement District declaring the intention of the City to operate and maintain certain retention basins for an area described as Bienestar Estates 11 Subdivision, San Luis, Arizona; and

WHEREAS, the cost of operating and maintaining said retention basins is to be assessed on a certain district known as Bienestar Estates 11 Municipal Services Improvement District; and

WHEREAS, the petition for enhanced municipal services improvement district which was used to create the Bienestar Estates 11 Municipal Services Improvement District was signed by all of the real property owners within said district and A.R.S. § 48-575 C. authorized the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the enhanced municipal services of the improvement of Bienestar Estates 11 Municipal Services Improvement District.

[Remainder of page left intentionally blank. Signature page follows.]

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

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2168

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ORDERING IMPROVEMENTS FOR THE MUNICIPAL IMPROVEMENT DISTRICT, SERVING BIENESTAR ESTATES 11, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH THE APPURTENANT STRUCTURES OF BIENESTAR ESTATES 11 LANDSCAPE IMPROVEMENT DISTRICT.

WHEREAS, the Mayor and City Council did pass Resolution of intention No. 2165 declaring the intention to create Bienestar Estates 11 Landscape Improvement District to operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Bienestar Estates 11 Subdivision;

WHEREAS, the petition to form Bienestar Estates 11 Landscape Improvement District was signed by all of the real property owners within the proposed District and A.R.S. § 574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and positing of the resolution of intention provided for in A.R.S. § 48-578.

WHEREAS, a legal description of the boundary for Bienestar Estates 11 Landscape Improvement District and a diagram for Bienestar Estates 11 Landscape Improvement District has been presented to City Council for consideration in this declaration of intention to order Bienestar Estates 11 Landscape Improvement District as provided in A.R.S. § 48-576.

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

SECTION 1: City Council orders Landscape Improvements for Bienestar Estates 11 Landscape Improvement District serving Bienestar Estates 11 Subdivision. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48- 574.

SECTION 2: City Council finds the Landscape Improvements for Bienestar Estates 11 Landscape Improvement District are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and pieces of land within the described real property of Bienestar Estates 11 Landscape Improvement District. City Council orders the cost and expense for the Landscape Improvements of Bienestar Estates 11 Landscape Improvement District be chargeable upon the real and personal property within Bienestar Estates 11 Landscape Improvement District, as described in Exhibits A attached. City Council declares that Bienestar Estates 11 Landscape Improvement District is benefited by the Landscape Improvements and the real and personal properties within Bienestar Estates 11 Landscape Improvement District are to be assessed the proportional share of the costs and expenses of the Landscape Improvements.

SECTION 3: All proceedings concerning the Landscape Improvements for Bienestar Estates 11 Landscape Improvement District, including the calculations for the costs and expenses and all assessments to pay the costs and expenses of the Landscape Improvements, shall be made in accordance with the provisions of Title 48, Chapter 4, Article 2 of the A.R.S., as amended.

SECTION 4: Any public street or alley within the boundaries of Bienestar Estates 11 Landscape Improvement District are omitted from the real and personal property of Bienestar Estates 11 Landscape Improvement District and shall not be included in the assessment.

SECTION 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of said Improvement District nor any delinquency of persons or property assessed.

SECTION 6: City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property within Bienestar Estates 11 Landscape Improvement District as provided in A.R.S. § 48- 574, as amended.

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

_____

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

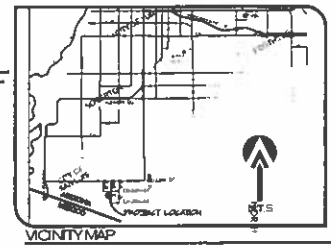
Kay Marion Macuil, City Attorney

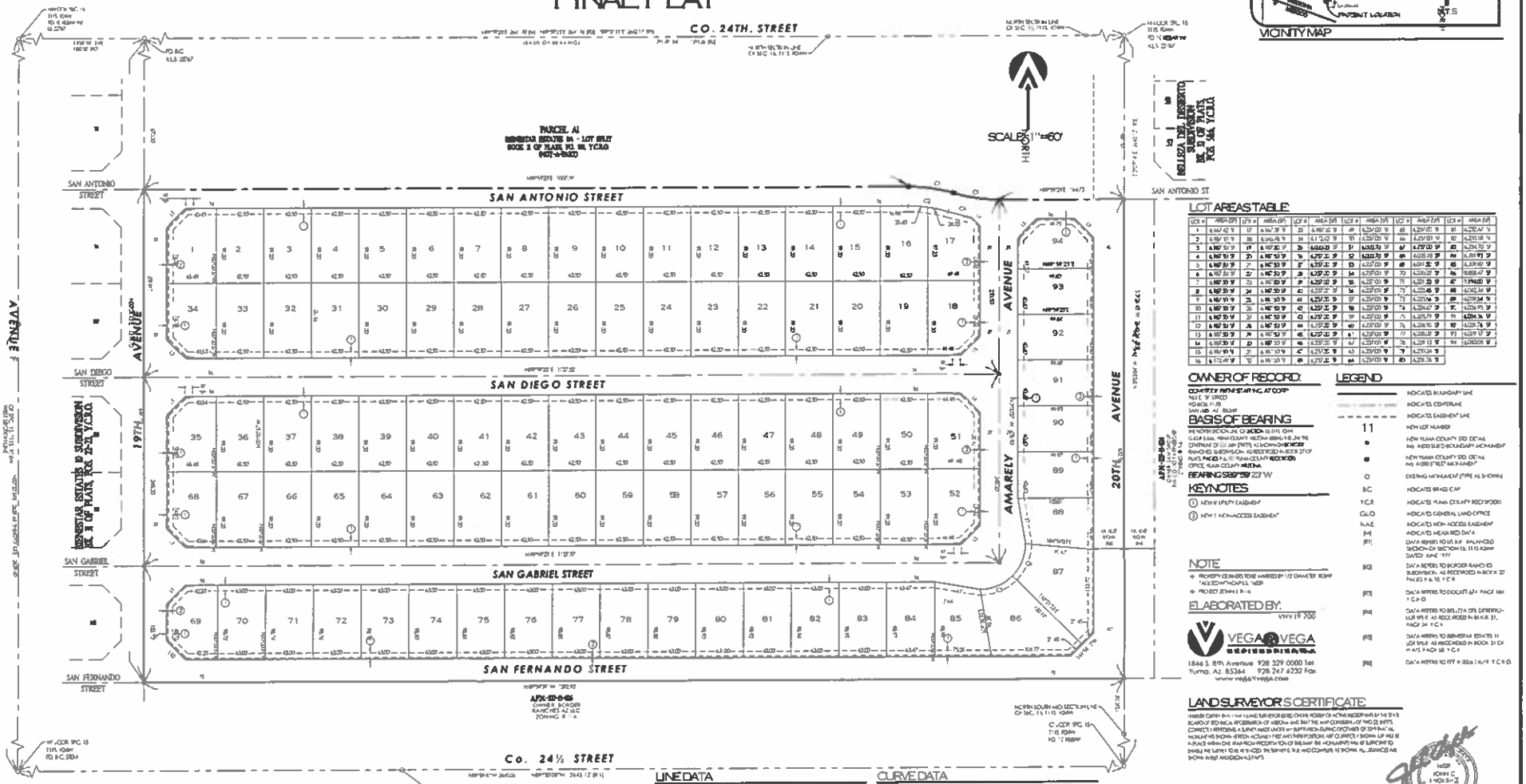
BIENESTAR ESTATES 11 SUBDIVISION

A SUBDIVISION OF OF PARCEL "A2" OF BIENESTAR ESTATES 11A - LOT SPLIT, AS RECORDED IN BK. 31, OF PLATS, PG. 100, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ., ALSO BEING A PORTION OF THE NE1/4 OF THE NW1/4 OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA

FEBRUARY OF 2021 ACREAGE: 19.19 AC (GROSS)

FINAL PLAT





LOT AREAS TABLE

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
1	6,167.42 SF	17	6,167.39 SF	33	6,167.39 SF	49	6,239.00 SF	65	6,239.00 SF
2	6,167.42 SF	18	6,167.39 SF	34	6,167.39 SF	50	6,239.00 SF	66	6,239.00 SF
3	6,167.39 SF	19	6,167.39 SF	35	6,167.39 SF	51	6,239.00 SF	67	6,239.00 SF
4	6,167.39 SF	20	6,167.39 SF	36	6,239.00 SF	52	6,239.00 SF	68	6,239.00 SF
5	6,167.39 SF	21	6,167.39 SF	37	6,239.00 SF	53	6,239.00 SF	69	6,239.00 SF
6	6,167.39 SF	22	6,167.39 SF	38	6,239.00 SF	54	6,239.00 SF	70	6,239.00 SF
7	6,167.39 SF	23	6,167.39 SF	39	6,239.00 SF	55	6,239.00 SF	71	6,239.00 SF
8	6,167.39 SF	24	6,167.39 SF	40	6,239.00 SF	56	6,239.00 SF	72	6,239.00 SF
9	6,167.39 SF	25	6,167.39 SF	41	6,239.00 SF	57	6,239.00 SF	73	6,239.00 SF
10	6,167.39 SF	26	6,167.39 SF	42	6,239.00 SF	58	6,239.00 SF	74	6,239.00 SF
11	6,167.39 SF	27	6,167.39 SF	43	6,239.00 SF	59	6,239.00 SF	75	6,239.00 SF
12	6,167.39 SF	28	6,167.39 SF	44	6,239.00 SF	60	6,239.00 SF	76	6,239.00 SF
13	6,167.39 SF	29	6,167.39 SF	45	6,239.00 SF	61	6,239.00 SF	77	6,239.00 SF
14	6,167.39 SF	30	6,167.39 SF	46	6,239.00 SF	62	6,239.00 SF	78	6,239.00 SF
15	6,167.39 SF	31	6,167.39 SF	47	6,239.00 SF	63	6,239.00 SF	79	6,239.00 SF
16	6,172.49 SF	32	6,167.39 SF	48	6,239.00 SF	64	6,239.00 SF	80	6,239.00 SF

OWNER OF RECORD:

COMPETITIVE FARMS RANCH, AZ CORP.
P.O. BOX 1
SAN LUIS, AZ. 85349

BASIS OF BEARING

THE NORTH SECTION LINE OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, BEING THE CENTERLINE OF 24TH STREET, AS SHOWN ON RECORD OF SURVEY MONUMENTATION AS RECORDED IN BOOK 27 OF PLATS, PAGES 9 & 10, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA.

BEARING: S89°59'23"W

KEYNOTES

1. NEW 8' UPE'S EASEMENT
2. NEW 1' NON-ACCESS EASEMENT

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2 DIAMETER REBAR NICKED W/ CAP "L 14529"
- PROJECT BENCH MARK:

ELABORATED BY:

VEGA & VEGA AGRIMENSURA

1846 S. 8th Avenue 928 329 0000 tel
Yuma, AZ. 85364 928 247 6232 Fax
www.vega&vega.com

LEGEND

- INDICATES BOUNDARY LINE
- INDICATES CENTERLINE
- INDICATES EASEMENT LINE
- 11 — NEW LOT NUMBER
- NEW YUMA COUNTY STD. DETAIL NO. A-28 "SURVEY BOUNDARY MONUMENT"
- NEW YUMA COUNTY STD. DETAIL NO. A-28 "LOT LINE MONUMENT"
- EXISTING MONUMENT (TYPE AS SHOWN)
- BC — INDICATES BRASS CAP
- YCR — INDICATES YUMA COUNTY RECTANGLE
- GLO — INDICATES GENERAL LAND OFFICE
- N.A.E. — INDICATES NON-ACCESS EASEMENT
- (M) — INDICATES MEASURED DATA
- (R1) — DATA REFERS TO LOT 5 OF SUBDIVISION OF SECTION 15, T11S, R24W DATED JUNE 1917
- (R2) — DATA REFERS TO BORDER RANCH ES SUBDIVISION, AS RECORDED IN BOOK 27 PAGES 9 & 10, YCR
- (R3) — DATA REFERS TO DOCUMENT 97 PAGE 164 YCR
- (R4) — DATA REFERS TO BIENESTAR ESTATES 11 LOT SPLIT AS RECORDED IN BOOK 31 OF PLATS PAGE 98 YCR
- (R5) — DATA REFERS TO BIENESTAR ESTATES 11 SUBDIVISION, AS RECORDED IN BOOK 31 OF PLATS PAGE 100 YCR

LINE DATA

LINE NUMBER	BEARING	LENGTH (FEET)	LINE NUMBER	BEARING	LENGTH (FEET)
L1	N89°59'23"E	35.36	L7	N62°47'53"W	42.62
L2	S45°59'23"W	35.36	L8	N27°12'07"W	42.62
L3	N44°59'47"W	35.35	L9	S45°00'37"W	35.37
L4	S45°00'13"E	16.97	L10	N44°59'23"E	33.35
L5	S44°59'23"W	35.36			
L6	S45°00'13"E	35.36			

CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	14°35'18"	N82°42'27"W	40.62	20.41	160.00'	40.73
C2	14°35'18"	S82°42'27"E	42.62	20.59	168.00'	42.61
C3	14°35'18"	S82°42'27"E	67.85	34.28	265.00'	68.07
C4	0°45'05"	N67°12'57"W	34.10	17.38	2,600.00'	34.10
C5	4°00'03"	N65°14'25"E	45.72	24.86	400.00'	45.72
C6	4°00'03"	N61°13'51"E	45.72	24.86	400.00'	45.72

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA AND THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND COMPLETE AS SHOWN. ALL MONUMENTS SHOWN EXIST OR WILL BE SET AS SHOWN AND ALL DIMENSIONS, BEARINGS, AND OTHER DETAILS ARE CORRECT AS SHOWN.

BY: _____ JOHN C. ENGLE, R.L.S. No. 16538



SHEET: 2 OF 2