NOTICE OF SPECIAL COUNCIL MEETING

In accordance with § 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:30 p.m., Tuesday, November 22, 2022. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

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 or employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:30 p.m., el día Martes, 22 de Noviembre del 2022. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
November 22, 2022
6:30 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Special Meeting of November 22, 2022 in person if the 6-foot distance can be maintained which is 27 people. 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. Call to the Public will only be available to those attending the meeting in person.

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

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Especial del Cabildo del 22 de Noviembre del 2022, si la distancia de 6 pies puede mantenerse, que es de 27 personas. 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. Llamado al Publico estara disponible solo a quienes asistan a la junta en persona.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. EL ALCALDE O VICE-ALCALDE DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PROCLAMATION

4. A. - 28th Annual Dia del Campesino Health and Information Fair (Annual Farmworkers Day) - December 3, 2022

5. CONSENT AGENDA

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

5. A. MINUTES OF

- Regular Council meeting held November 9, 2022

5. B. Disbursements from November 2, 2022 to November 14, 2022

Total Disbursements $2,055,182.41
(Two Million, Fifty-Five Thousand, One Hundred, Eighty-Two Dollars and Forty-One Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the purchase of a new Leach 2R-111 rear loader refuse body. **(Jorge Perez, Assistant Director of Public Works)**

6. B. Discussion and possible action on any and all matters regarding authorization for employees' Cost of Living Adjustment (COLA) for FY 2022-2023. **(Monica Castro, Director of Finance)**

6. C. Discussion and possible action on any and all matters regarding storm damage to the city's Fernando Padilla Community Center. **(Yolanda Dueñas, Facilities Supervior)**

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2236. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an intergovernmental agreement with the Bureau of Reclamation ("B.O.R.") for San Luis to construct, install, own, use, operate, and maintain Cesar Chavez Boulevard in the City of San Luis under B.O.R. Contract No. 22-07-34-L2109. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2237. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an intergovernmental agreement with the Bureau of Reclamation for San Luis to construct, install, own, use, operate, and maintain a downtown park and parking lot in the City of San Luis under B.O.R. Contract No. 18-07-34-L1923. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

6. F. Discussion and possible action on any and all matters regarding Resolution No. 2238. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an intergovernmental agreement with the Bureau of Reclamation for San Luis to construct, install, own, use, operate, and maintain a downtown park and parking lot in the City of San Luis under B.O.R. Contract No. 21-07-34-L2075. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

6. G. Discussion and possible action on any and all matters regarding Resolution No. 2239. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an intergovernmental agreement among the State of Arizona, the County of Yuma, and the City of San Luis regarding responsibilities for the 2022 Arizona Legislature appropriations under Senate Bill 1490 for Cesar Chavez Boulevard roadway improvements. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

6. H. Discussion and possible action on any and all matters regarding Resolution No. 2240. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an agreement between the city and owners of parcels in the area of County 24th Street and Avenue E to deed land for public infrastructure, superseding conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

7. SUMMARY OF CURRENT EVENTS

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

8. CALL TO THE PUBLIC

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

9. ADJOURNMENT

PROCLAMATION

Special City Council Meeting **4. A.**

Meeting Date: 11/22/2022

Title:

- 28th Annual Dia del Campesino Health and Information Fair (Annual Farmworkers Day) - December 3, 2022

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

28th ANNUAL DIA DEL CAMPESINO HEALTH AND INFORMATION FAIR
(ANNUAL FARMWORKERS DAY)
December 3, 2022

WHEREAS, agricultural workers are deemed an essential workforce in the United States; and

WHEREAS, the economic contribution made by farmworkers to our local Yuma County economy is highly significant and critical to the overall well-being of our residents; and

WHEREAS, farmworker families' contributions are honored annually through an Annual Día Del Campesino Health and Information Fair in the City of San Luis, Arizona; and

WHEREAS, the Annual Dia Del Campesino Health and Information Fair acknowledge the need to provide information and health and social services to the farmworker population in the border communities of Yuma County, Arizona; and

WHEREAS, Campesinos Sin Fronteras and the Farmworker Service Coalition acknowledge that COVID-19 health risks continue to be a human threat to our essential farmworkers, for whom we aim to serve and provide much-needed health and human resources; and

WHEREAS, Campesinos Sin Fronteras, the City of San Luis and the Yuma County Farmworker Service Coalition have partnered in taking the lead in serving the farmworkers in Yuma County for more than 28th years.

NOW, THEREFORE, BE IT RESOLVED, that, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim December 3, 2022, as the "28th Annual Día Del Campesino (Farmworkers Day)", in San Luis, Arizona.

DATED this **22nd** day of **November 2022**.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Special City Council Meeting **5. A.**

Meeting Date: 11/22/2022

Summary

MINUTES OF

- Regular Council meeting held November 9, 2022

Attachments

11/9/2022 RCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 9, 2022
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

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

OTHERS PRESENT: Ralph Velez, Interim City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Edgar Esparza, Acting Billing & Collections Manager
Eulogio Vera, Director of Public Works
Jorge Perez, Assistant Director of Public Works
Melissa Lopez, Deputy City Clerk
Richard Jessup, Chief of Police
Ruben Lopez, I.T. Technician
Xochitl Lopez, Administrative Coordinator
Christian Cuevas, Translator
Columba Nuñez, Resident
Olivia Jenkins, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Jose Ponce led the Pledge of Allegiance.

3. INVOCATION

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

4. CONSENT AGENDA

4. A. MINUTES OF
- Special Council meeting held October 19, 2022
- Special Council meeting held October 27, 2022

4. B. Disbursements from October 18, 2022 to November 1, 2022
Total Disbursements $924,320.67

(Nine Hundred Twenty-Four Thousand, Three Hundred, Twenty Dollars and Sixty-Seven Cents)

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding approval of the Independent Contractor Agreement with Velez Consulting Services. **(Kay Marion Macuil, City Attorney)**

Ms. Kay Macuil, City Attorney, explained that on October 27, 2022, the Mayor and City Council directed her to negotiate with Mr. Ralph Velez for his appointment as Interim City Manager. She added that a contract was prepared with an ending date of December 14, 2022, but it does allow to re-open for negotiations. She added it is a flat fee for those weeks, including lodging and mileage; and the city will pay for his insurance as he wants to continue his independent contract. Ms. Macuil added that the city can place him on the city's risk pool insurance.

MOTION: Council Member Africa Luna-Carrasco/Vice Mayor Mario Buchanan Jr. to approve the Addendum to the Independent Contractor Agreement with Velez Consulting Services. Motion passed unanimously.

The vote was as follows:

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

5. B. Discussion and possible action on any and all matters regarding Ordinance No. 431. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending San Luis City Code Section 5.15.60 to set the duration of each transportation business vehicle permit and individual operator permit to be valid only for the calendar year in which it was issued. (Edgar Esparza, Billing and Collections Manager)

Mr. Edgar Esparza, Billing and Collections Manager, stated that all taxi companies must have a general business license, valid from January to December 31st. It must be renewed every January. In addition of the general business license, they must also have a taxi vehicle permit and a taxi individual permit. These permits are valid for one (1) year after the issuance date per City Code. There are currently 144 taxi drivers permits and 49 are expired; there are 94 taxi vehicle permits that will expire on December 31st. He added that the cost of a general business license is $100.00, taxi vehicle permit $200.00 and the taxi individual permit is $20.00.

A. Action on Ordinance No. 431 by title only

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to approve Ordinance No. 431 by title only. Motion passed unanimously.

The vote was as follows:

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

(City Clerk to read Ordinance No. 431 by title only)

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 431 by title only.

B. Action on Ordinance No. 431

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to approve Ordinance No. 431. Motion passed unanimously.

The vote was as follows:

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

6. SUMMARY OF CURRENT EVENTS

Mr. Ralph Velez, Interim City Manager, reported that Yuma County Area Transit (YCAT) drivers and the maintenance crews wanted a 43% rate hike for the next five (5) years. The YCAT Board was able to negotiate an amount that would be sustainable with their annual dues; 88% of YCAT drivers and maintenance crews voted in favor of their offer. He added that the YCAT Board will hold a special meeting on Monday, November 14, 2022, to ratify the agreement and there will be no strike. Arizona Western College will stay at a reduced amount equal to their student population, which was fair.

Council Member Matias Rosales reported he attended the 4th Annual Tour De Fields event, hosted by the City of San Luis for the first time. He thanked staff involved in the organization of this event.

Council Member Jose Ponce reported he attended the Dia De Los Muertos (Day of the Dead) event at the Cesar Chavez Cultural Center and thanked city staff for organizing the event.

Council Member Luis Cabrera reported he has been receiving complaints from residents regarding the graffiti at the east side of San Luis and believes this issue needs to be addressed by City Council. He added that Council needs to come up with a solution such as reaching out to parents and let them know that it is important they are vigilant and making sure children are not doing any of those things that are harming the community.

7. CALL TO THE PUBLIC

Ms. Xochitl Lopez, resident, invited the Mayor, Council and the community to the Annual Alzheimer's Walk on Saturday, November 12, 2022, at the Wetlands Park. Registration will begin at 8:00 a.m., the ceremony will start at 9:00 a.m. and the walk at 9:30 a.m. This event is free of charge and it is to raise awareness about alzheimer's.

8. ADJOURNMENT

MOTION: Council Member Africa Luna-Carrasco/Vice Mayor Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 7:35 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on November 9, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Special City Council Meeting **5. B.**

Meeting Date: 11/22/2022

Summary

Disbursements from November 2, 2022 to November 14, 2022
Total Disbursements $2,055,182.41
(Two Million, Fifty-Five Thousand, One Hundred, Eighty-Two Dollars and Forty-One Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING NOVEMBER 22, 2022
Disbursement Report from 11/2/2022 TO 11/14/2022

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	11/03/2022	$ 890,715.67	Schedule A
Payroll Check Account	11/08/2022	$ 411,409.06	Schedule B
Accounts Payable Check Account	11/09/2022	$ 753,057.68	Schedule C
	Total Disbursements:	**$ 2,055,182.41**	

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

Prepared by Guadalupe Canez: _____

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2022 NOV 17 P 1:15
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis

Payment Register

From Payment Date: 11/1/2022 - To Payment Date: 11/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	60		$756,643.39	$0.00	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	$134,072.28	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	47	$134,072.28	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	$890,115.67	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$600.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	107	$890,715.67	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**59**	**$756,043.39**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$600.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**60**	**$756,643.39**	**$0.00**

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**47**	**$134,072.28**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**47**	**$134,072.28**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**106**	**$890,115.67**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$600.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**107**	**$890,715.67**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2022.11.03 18:05:45 -07'00'

Schedule A

City of San Luis

Payment Register

From Payment Date: 11/1/2022 - To Payment Date: 11/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
104061	11/03/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$360.00		
104062	11/03/2022	Open			Accounts Payable	ARCTIC GLACIER USA INC	$187.80		
104063	11/03/2022	Open			Accounts Payable	ARROWHEAD FORENSICS	$219.87		
104064	11/03/2022	Open			Accounts Payable	AT&T MOBILITY LLC	$1,050.41		
104065	11/03/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$1,039.97		
104066	11/03/2022	Open			Accounts Payable	AYALA, SOCORRO	$133.00		
104067	11/03/2022	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$1,034.77		
104068	11/03/2022	Open			Accounts Payable	BOBADILLA, YADIRA	$327.00		
104069	11/03/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$430.01		
104070	11/03/2022	Open			Accounts Payable	DPE CONSTRUCTION, INC	$262,587.96		
104071	11/03/2022	Open			Accounts Payable	ENCINAS, JOSE	$327.00		
104072	11/03/2022	Open			Accounts Payable	HERNANDEZ, JESUS, AARON	$150.00		
104073	11/03/2022	Open			Accounts Payable	IBARRA, JOSE	$94.43		
104074	11/03/2022	Open			Accounts Payable	LAGUNA, LIZETH	$133.00		
104075	11/03/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	$6.15		
104076	11/03/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	$2,813.97		
104077	11/03/2022	Open			Accounts Payable	PRIETO, ERNESTO	$209.00		
104078	11/03/2022	Open			Accounts Payable	REYNOSO, NIGEL	$327.00		
104079	11/03/2022	Open			Accounts Payable	ROBLES, MARIO, M	$150.00		
104080	11/03/2022	Open			Accounts Payable	TOTER LLC	$46,188.83		
104081	11/03/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	$743.70		
104082	11/03/2022	Open			Accounts Payable	BILL ALEXANDER FORD	$453.13		
104083	11/03/2022	Open			Accounts Payable	ALLKIOSK LLC	$841.89		
104084	11/03/2022	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	$79.15		
104085	11/03/2022	Open			Accounts Payable	ALTURA COMMUNICATION SOLUTIONS LLC	$14,200.83		
104086	11/03/2022	Open			Accounts Payable	AVILA, FERNANDO	$327.00		
104087	11/03/2022	Open			Accounts Payable	AZUL CAFE LLC	$608.92		
104088	11/03/2022	Open			Accounts Payable	BARRON, IVAN	$600.00		
104089	11/03/2022	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$2,312.32		
104090	11/03/2022	Open			Accounts Payable	CATS ARMS, LLC	$24,130.31		
104091	11/03/2022	Open			Accounts Payable	CORRAL, RICARDO	$130.00		
104092	11/03/2022	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	$150.00		
104093	11/03/2022	Open			Accounts Payable	FX TACTICAL, LLC	$285.38		
104094	11/03/2022	Voided		11/03/2022	Accounts Payable	GADSDEN ELEMENTARY SCHOOL	$600.00		
104095	11/03/2022	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	$1,571.43		
104096	11/03/2022	Open			Accounts Payable	GARCIA, JESUS	$180.00		
104097	11/03/2022	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	$235,974.05		
104098	11/03/2022	Open			Accounts Payable	HIREQUEST LLC	$15,028.64		
104099	11/03/2022	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	$250.00		
104100	11/03/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	$573.89		
104101	11/03/2022	Open			Accounts Payable	LEGROS, BRIAN, SEAN	$325.00		
104102	11/03/2022	Open			Accounts Payable	LOPEZ, ABRAHAM	$327.00		
104103	11/03/2022	Open			Accounts Payable	LOWE'S HIW, INC.	$8,653.82		

City of San Luis

Payment Register

From Payment Date: 11/1/2022 - To Payment Date: 11/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
104104	11/03/2022	Open			Accounts Payable	LUNA, JESUS ENRIQUE	$156.32		
104105	11/03/2022	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$2,500.00		
104106	11/03/2022	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	$118,449.31		
104107	11/03/2022	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	$403.00		
104108	11/03/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	$69.06		
104109	11/03/2022	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	$1,788.60		
104110	11/03/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	$570.00		
104111	11/03/2022	Open			Accounts Payable	RODRIGUEZ, DANIEL	$758.88		
104112	11/03/2022	Open			Accounts Payable	RODRIGUEZ, GUSTAVO	$140.07		
104113	11/03/2022	Open			Accounts Payable	ROMERO INTERPRETING SVCS	$130.00		
104114	11/03/2022	Open			Accounts Payable	RUANO LOPEZ, CESAR, AUGUSTO	$250.00		
104115	11/03/2022	Open			Accounts Payable	SOMERTON ELECTRIC LLC	$475.00		
104116	11/03/2022	Open			Accounts Payable	WALKER, BARBARA	$300.00		
104117	11/03/2022	Open			Accounts Payable	YUMA COUNTY BAR ASSOCIATION	$30.00		
104118	11/03/2022	Open			Accounts Payable	SAFELINE LLC	$3,906.52		
104119	11/03/2022	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	$400.00		
104120	11/03/2022	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	$200.00		
Type Check Totals:					60 Transactions		$756,643.39		
EFT									
2284	11/03/2022	Open			Accounts Payable	4 IMPRINT	$2,297.58		
2285	11/03/2022	Open			Accounts Payable	ALSCO, INC	$1,063.18		
2286	11/03/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$799.34		
2287	11/03/2022	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	$689.82		
2288	11/03/2022	Open			Accounts Payable	DESERT WATER STORE INC	$72.50		
2289	11/03/2022	Open			Accounts Payable	FRUTH GROUP INC	$143.94		
2290	11/03/2022	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$26,337.50		
2291	11/03/2022	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$629.02		
2292	11/03/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$562.50		
2293	11/03/2022	Open			Accounts Payable	L.N. CURTIS & SONS	$183.96		
2294	11/03/2022	Open			Accounts Payable	MAJCO LLC	$747.36		
2295	11/03/2022	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$327.28		
2296	11/03/2022	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	$3,205.33		
2297	11/03/2022	Open			Accounts Payable	SPECTRUM BUSINESS	$3,649.44		
2298	11/03/2022	Open			Accounts Payable	SUN RENTAL AND SALES INC.	$254.90		
2299	11/03/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$620.59		
2300	11/03/2022	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
2301	11/03/2022	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$150.00		
2302	11/03/2022	Open			Accounts Payable	YUMA WINNELSON CO.	$2,717.77		
2305	11/03/2022	Open			Accounts Payable	24/7 GET FIT LLC	$1,107.00		
2306	11/03/2022	Open			Accounts Payable	ALSCO, INC	$1,429.78		
2307	11/03/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$304.40		
2308	11/03/2022	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$47,241.09		
2309	11/03/2022	Open			Accounts Payable	ARK WIRELESS & NETWORKING	$100.00		
2310	11/03/2022	Open			Accounts Payable	BENCHMARK SOLUTIONS LLC	$3,583.13		
2311	11/03/2022	Open			Accounts Payable	CDWG	$2,353.96		

City of San Luis

Payment Register

From Payment Date: 11/1/2022 - To Payment Date: 11/3/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2312	11/03/2022	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$645.05		
2313	11/03/2022	Open			Accounts Payable	CSC OF YUMA	$1,640.72		
2314	11/03/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$180.50		
2315	11/03/2022	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$1,116.83		
2316	11/03/2022	Open			Accounts Payable	DESERT WATER STORE INC	$38.19		
2317	11/03/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$3,112.00		
2318	11/03/2022	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$10,311.58		
2319	11/03/2022	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$712.35		
2320	11/03/2022	Open			Accounts Payable	LG ON SITE LLC	$2,258.30		
2321	11/03/2022	Open			Accounts Payable	MAJCO LLC	$1,646.86		
2322	11/03/2022	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$2,408.21		
2323	11/03/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$253.64		
2324	11/03/2022	Open			Accounts Payable	RDO EQUIPMENT CO.	$2,289.45		
2325	11/03/2022	Open			Accounts Payable	RM GRAPHICS	$712.98		
2326	11/03/2022	Open			Accounts Payable	ROACH PEST CONTROL	$175.00		
2327	11/03/2022	Open			Accounts Payable	SAM'S CLUB	$1,909.89		
2328	11/03/2022	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$250.00		
2329	11/03/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$1,657.49		
2330	11/03/2022	Open			Accounts Payable	USA BLUE BOOK	$707.10		
2331	11/03/2022	Open			Accounts Payable	YUMA SIGN MASTERS LLC	$1,202.33		
2332	11/03/2022	Open			Accounts Payable	YUMA TRUCK PARTS	$104.65		
Type EFT Totals:					47 Transactions		$134,072.28		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	$756,043.39	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$600.00	$0.00
	Stopped	0	$0.00	$0.00

Pay Day Register

Pay Date Range 10/22/22 - 11/04/22
Pay Batch 202223

PSPRS FIRE DB RATE - TIER 3	2,981.03	29,990.23
PSPRS FIRE DC RATE - TIER 3	189.56	2,106.22
PSPRS FIRE DISABILITY RATE	34.96	2,106.22
PSPRS POLICE DB RATE - TIER	4,162.83	54,416.04
PSPRS POLICE DB RATE - TIER	2,121.02	27,725.94
PSPRS POLICE DB RATE - TIER 2	946.05	12,366.68
PSPRS POLICE DB RATE - TIER 3	4,628.14	46,560.66
STANDARD LIFE ADDTNL	1,090.28	.00
TRANSWESTERN MEXICAN	97.00	.00
U.S. MEX DENTAL - EE &	595.37	.00
U.S. MEX DENTAL - EE &	164.24	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	512.40	.00
US & MEX HEALTH = C	5,978.28	.00
US & MEX HEALTH = FAMILY	5,661.24	.00
US & MEX HEALTH = SP	1,423.40	.00
VSP - VISION CHILDREN	240.13	.00
VSP - VISION FAMILY	311.52	.00
VSP - VISION SPOUSE	110.33	.00
Net	$411,409.06	

Electrician	66.57	2,120.00
FIREFIGHTERS & DRIVERS	4,866.16	102,444.96
GARBAGE/ ASH/ REFUSE	405.25	6,484.01
Homemaker Service	20.01	873.77
MUNICIPAL/ TOWN/	345.57	19,745.87
PARKS- NOC ALL EMPLOYEES	703.03	22,677.65
POLICE OFFICERS	6,951.60	146,349.66
RECREATION- ALL EMPLOYEES/	283.65	20,703.37
SEWAGE DISPOSAL/ PLANT	778.90	22,642.72
Street or Road Construction	2,485.64	28,149.90
WATERWORKS OPERATIONS	663.87	19,131.38
Total	$19,435.86	

Direct Deposits	Amount
1st Bank Yuma	37,341.96
ACADEMY BANK	2,381.98
Bank of America	1,802.29
Bank of America CA	898.42
Bankcorp	200.00
BANKCORP BANK	1,239.79
Charles Sch	200.00
Chase Bank	192,488.11
CHASE BANK MORGAN	944.17
CHASE BANK TX	2,100.76
chase centro	1,302.22
CHASE LAS VEGAS	765.28
Federal Credit Union	42,731.80
FF CREDIT UNION	2,001.75
FIREFIGHTER FIRST CREDIT UNION	4,823.38
National Bank	650.00
Navy Federal	27,414.29
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	767.59
Sunbank	2,007.20
THE FOOTHILLS BANK	623.22
VANTAGE WEST	1,708.87
WASHINGTON FEDERAL	2,441.84
Wells Fargo	82,839.20
WELLS FARGO CALE	1,199.82
Total	$410,993.94
Check	$415.12

Monica Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2022.11.08 10:49:58 -07'00'

Schedule B

City of San Luis

Payment Register

From Payment Date: 11/7/2022 - To Payment Date: 11/9/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
2366	11/09/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$370.06		
2367	11/09/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$808.61		
2368	11/09/2022	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$318.00		
2369	11/09/2022	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$119.99		
2370	11/09/2022	Open			Accounts Payable	YUMA TRUCK PARTS	$723.23		
2371	11/09/2022	Open			Accounts Payable	YUMA WINNELSON CO.	$2,141.25		
Type EFT Totals:					38 Transactions		$226,472.73		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	$526,584.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	93	$526,584.95	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	$226,472.73	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	38	$226,472.73	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	131	$753,057.68	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	131	$753,057.68	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**93**	**$526,584.95**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**93**	**$526,584.95**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**38**	**$226,472.73**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**38**	**$226,472.73**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**131**	**$753,057.68**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**131**	**$753,057.68**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2022.11.09 18:06:43 -07'00'

Schedule C

City of San Luis

Payment Register

From Payment Date: 11/7/2022 - To Payment Date: 11/9/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
104121	11/07/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$221.11		
104122	11/08/2022	Open			Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	$132.88		
104123	11/08/2022	Open			Accounts Payable	FOP/ALC	$405.00		
104124	11/08/2022	Open			Accounts Payable	ONEMAIN FINANCIAL GROUP LLC	$350.64		
104125	11/08/2022	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$330.00		
104126	11/08/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,634.86		
104127	11/08/2022	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
104128	11/08/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$91.50		
104129	11/08/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,110.00		
104130	11/09/2022	Open			Accounts Payable	ALDAMA, EMMANUEL	$351.00		
104131	11/09/2022	Open			Accounts Payable	ANGUIANO, RAYMUNDO	$150.00		
104132	11/09/2022	Open			Accounts Payable	CABRERA, LUIS	$237.00		
104133	11/09/2022	Open			Accounts Payable	ENTERPRISE FM TRUST	$755.68		
104134	11/09/2022	Open			Accounts Payable	FIGUEROA, CARLOS	$573.89		
104135	11/09/2022	Open			Accounts Payable	GALVAN, AURELIO, JR	$351.00		
104136	11/09/2022	Open			Accounts Payable	JIMENEZ, SERGIO	$150.00		
104137	11/09/2022	Open			Accounts Payable	LUMEN TECHNOLOGIES GOVERNMENT SOLUTIONS, INC	$88.52		
104138	11/09/2022	Open			Accounts Payable	PRIETO, ERNESTO	$268.00		
104139	11/09/2022	Open			Accounts Payable	SAUCEDA, JOEL	$268.00		
104140	11/09/2022	Open			Accounts Payable	SERRANO, JOSE DE LOS ANGELES	$209.00		
104141	11/09/2022	Open			Accounts Payable	VARGAS, HERIBERTO	$34.00		
104142	11/09/2022	Open			Accounts Payable	A & A TOWING AND RECOVERY LLC	$237.00		
104143	11/09/2022	Open			Accounts Payable	AAED	$273.00		
104144	11/09/2022	Open			Accounts Payable	AHERN RENTALS, INC.	$624.66		
104145	11/09/2022	Open			Accounts Payable	AMARILLAS, LETICIA	$0.89		
104146	11/09/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$450.00		
104147	11/09/2022	Open			Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	$0.33		
104148	11/09/2022	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	$350.00		
104149	11/09/2022	Open			Accounts Payable	ARIZONA STATE TREASURER	$24,335.43		
104150	11/09/2022	Open			Accounts Payable	AT&T MOBILITY LLC	$18,136.62		
104151	11/09/2022	Open			Accounts Payable	AT&T MOBILITY LLC	$2,787.48		
104152	11/09/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$2,094.24		
104153	11/09/2022	Open			Accounts Payable	BARCENA ORTIZ, JOSE M.	$0.89		
104154	11/09/2022	Open			Accounts Payable	BARRAZA, DANIEL	$4.45		
104155	11/09/2022	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$837.60		
104156	11/09/2022	Open			Accounts Payable	CAMACHO REGALADO, VALERIA	$4.89		
104157	11/09/2022	Open			Accounts Payable	CANO, JORGE A	$4.45		
104158	11/09/2022	Open			Accounts Payable	CONTRERAS BARRAZA, EMMA	$2.67		

City of San Luis

Payment Register

From Payment Date: 11/7/2022 - To Payment Date: 11/9/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
104159	11/09/2022	Open			Accounts Payable	CORDOVA, ROSALICIA	$50.00		
104160	11/09/2022	Open			Accounts Payable	CORLEW, OCTAVIA	$1.33		
104161	11/09/2022	Open			Accounts Payable	CORONEL DURAN, DAVID	$1.78		
104162	11/09/2022	Open			Accounts Payable	ESPINOZA, ASHLY S	$16.91		
104163	11/09/2022	Open			Accounts Payable	ESTRADA, LETICIA	$50.00		
104164	11/09/2022	Open			Accounts Payable	FLETES, AGUSTIN H	$3.56		
104165	11/09/2022	Open			Accounts Payable	FLORES, SALVADOR	$13.35		
104166	11/09/2022	Open			Accounts Payable	FRED PRYOR SEMINARS	$199.00		
104167	11/09/2022	Open			Accounts Payable	FUENTES, SUSAN M	$13.35		
104168	11/09/2022	Open			Accounts Payable	FX TACTICAL, LLC	$586.99		
104169	11/09/2022	Open			Accounts Payable	GAMEZ VIEYRA, ALEJANDRO	$400.00		
104170	11/09/2022	Open			Accounts Payable	GARCIA, AYERIM	$6.67		
104171	11/09/2022	Open			Accounts Payable	GARCIA, GABRIEL R	$6.67		
104172	11/09/2022	Open			Accounts Payable	GARDUNO, ANGELICA	$1.78		
104173	11/09/2022	Open			Accounts Payable	GONZALEZ, FRANK	$8.90		
104174	11/09/2022	Open			Accounts Payable	GOYCOOLEA, YOLANDA	$8.90		
104175	11/09/2022	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	$44,957.28		
104176	11/09/2022	Open			Accounts Payable	IPS GROUP INC	$540.47		
104177	11/09/2022	Open			Accounts Payable	JAUREGUI, CESAR	$0.45		
104178	11/09/2022	Open			Accounts Payable	JIMENEZ, JOSE J	$1.78		
104179	11/09/2022	Open			Accounts Payable	KEYCAFE (US) INC	$5,312.32		
104180	11/09/2022	Open			Accounts Payable	LAGUNA, JOSE, LUZ	$630.00		
104181	11/09/2022	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$264.00		
104182	11/09/2022	Open			Accounts Payable	LUNA, CYNTHIA	$4.89		
104183	11/09/2022	Open			Accounts Payable	MADRIGAL, FRANCISCO J	$1.33		
104184	11/09/2022	Open			Accounts Payable	MARTINEZ, MONICA	$0.45		
104185	11/09/2022	Open			Accounts Payable	MEZA, CARDANY	$0.89		
104186	11/09/2022	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	$160.00		
104187	11/09/2022	Open			Accounts Payable	MORALES ROMERO, RENE O	$2.22		
104188	11/09/2022	Open			Accounts Payable	MUNOZ, ALEIZA M	$2.22		
104189	11/09/2022	Open			Accounts Payable	MURILLO, YARITZA N	$4.89		
104190	11/09/2022	Open			Accounts Payable	OWEN, DENNIS W	$3.56		
104191	11/09/2022	Open			Accounts Payable	PENA, ALEXIS	$0.89		
104192	11/09/2022	Open			Accounts Payable	PEREZ, GUILERMO	$1.33		
104193	11/09/2022	Open			Accounts Payable	PEREZ, RAMON J	$13.35		
104194	11/09/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	$630.00		
104195	11/09/2022	Open			Accounts Payable	RAMIREZ, FELIPE	$432.00		
104196	11/09/2022	Open			Accounts Payable	RAMIREZ, TERESITA, D	$264.00		
104197	11/09/2022	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$113.10		
104198	11/09/2022	Open			Accounts Payable	ROBERTS, JESUS K	$2.22		
104199	11/09/2022	Open			Accounts Payable	ROJAS, JOSE G	$4.89		
104200	11/09/2022	Open			Accounts Payable	RUIZ, VICTOR E	$2.22		
104201	11/09/2022	Open			Accounts Payable	SANCHEZ, JESSICA J	$2.22		
104202	11/09/2022	Open			Accounts Payable	SANDOVAL, MONTSERRAT	$180.00		
104203	11/09/2022	Open			Accounts Payable	SANDOVAL VILLA, ALONDRA	$180.00		
104204	11/09/2022	Open			Accounts Payable	SANDOVAL, CARMEN	$1.78		
104205	11/09/2022	Open			Accounts Payable	THE HOME DEPOT	$1,824.78		
104206	11/09/2022	Open			Accounts Payable	TORRES, ADRIANA A	$4.89		

City of San Luis

Payment Register

From Payment Date: 11/7/2022 - To Payment Date: 11/9/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
104207	11/09/2022	Open			Accounts Payable	URIARTE ALCANTAR, CAMILO E	$1.78		
104208	11/09/2022	Open			Accounts Payable	VALENZUELA BRIONES, ALEJANDRO, YOKASTAS	$124.00		
104209	11/09/2022	Open			Accounts Payable	VELARDE, ESTRELLA E	$3.56		
104210	11/09/2022	Open			Accounts Payable	VILLA, CLAUDIA	$56.00		
104211	11/09/2022	Open			Accounts Payable	VOLLANS, COLLEEN L	$8.45		
104212	11/09/2022	Open			Accounts Payable	YUMA COUNTY HEALTH DEPT.	$275.00		
104213	11/09/2022	Open			Accounts Payable	RWC INTERNATIONAL LTD	$409,331.87		
Type Check Totals:					93 Transactions		$526,584.95		
EFT									
2334	11/09/2022	Open			Accounts Payable	ALLKIOSK LLC	$930.92		
2335	11/09/2022	Open			Accounts Payable	ALSCO, INC	$323.40		
2336	11/09/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$1,045.57		
2337	11/09/2022	Open			Accounts Payable	AMETZA ARIZONA LLC	$2,871.56		
2338	11/09/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$293.35		
2339	11/09/2022	Open			Accounts Payable	BILL ALEXANDER FORD	$561.08		
2340	11/09/2022	Open			Accounts Payable	BLT ASPHALT LLC	$790.55		
2341	11/09/2022	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$4,819.37		
2342	11/09/2022	Open			Accounts Payable	CITY OF YUMA	$73,223.45		
2343	11/09/2022	Open			Accounts Payable	CSC OF YUMA	$750.50		
2344	11/09/2022	Open			Accounts Payable	D & H ELECTRIC INC.	$1,750.00		
2345	11/09/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$1,219.36		
2346	11/09/2022	Open			Accounts Payable	DESERT WATER STORE INC	$110.95		
2347	11/09/2022	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	$180.00		
2348	11/09/2022	Open			Accounts Payable	GALINDO, CARMEN	$2,475.00		
2349	11/09/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$1,496.00		
2350	11/09/2022	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	$80.00		
2351	11/09/2022	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$1,474.01		
2352	11/09/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$495.00		
2353	11/09/2022	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$9,807.50		
2354	11/09/2022	Open			Accounts Payable	MAJCO LLC	$1,814.33		
2355	11/09/2022	Open			Accounts Payable	MATTICK ENTERPRISES INC	$1,164.29		
2356	11/09/2022	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	$56,357.34		
2357	11/09/2022	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	$4,348.45		
2358	11/09/2022	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$488.25		
2359	11/09/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$1,400.00		
2360	11/09/2022	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$1,533.57		
2361	11/09/2022	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	$4,583.33		
2362	11/09/2022	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	$13,117.96		
2363	11/09/2022	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	$29,227.54		
2364	11/09/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$2,510.23		
2365	11/09/2022	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	$748.73		

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. A.**

Meeting Date: 11/22/2022

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new Leach 2R-111 rear loader refuse body. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The Department of Public Works and its Solid Waste division are seeking Council to purchase a new Labrie Leach 2R-111 rear loader refuse body to be installed on one of our existing chassis. A rear loader truck will significantly improve both the safety and efficiency of uncontainerized solid waste loading and unloading operations, particularly mixed debris that is collected during the city's community cleanup efforts as well as for the special pickup services offered to the residents of San Luis.

The Solid Waste division was approved $109,900.00 for the purchase of a used rear loader solid waste truck for the fiscal year 2022-2023. In researching, the Fleet Services division found the option of refurbishing our existing 2004 Mack truck refuse body by installing this new Leach 2R-111 body. This truck is currently in good mechanical shape, but unfortunately not being used due to its side loader body being damaged and obsolete.

The Public Works Department is asking for City Council's approval for this purchase in the amount of $106,862.40. This rear loader body is being procured through a cooperative purchasing contract #091219-LEG with Labrie Enviroquip Group and through its authorized distributor in Arizona, Norwood Equipment. This purchase falls under the provisions of City Code 3.05.090 Cooperative Purchasing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A LEACH 2R-111 REAR LOADER REFUSE BODY FROM NORWOOD EQUIPMENT IN THE AMOUNT OF $106,862.40.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$106,862.40
BUDGETED AMOUNT:	$109,900.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - Equipment / 320-321-90000 / $526,723.13

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

This is a budgeted item.
Budget $109,900.00
Proposed Purchase $106,862.40

Account Balance:
Capital Outlay - Equipment / 320-321-90000 / $526,723.13

Attachments

Norwood Proposal

Sourcewell Contract

2004 Mack Chassis

Labrie Leach 2R-111

NORWOOD EQUIPMENT

WWW.NORWOODEQUIPMENT.COM

11/2/2022

Mr. Jorge Perez
City of San Luis
707 Williams Brook Ave.
San Luis, AZ. 85349

We at Norwood Equipment are pleased to quote the following.

1-New Leach 2R-111 Rear Loader Refuse Body
Mounted on Customer Supplied Chassis VIN 1M2AC08C54M008969, 6x4 Axle
25 Yard Capacity
3.5 Yard Hopper
Street Side Access Door
Hot Shift PTO
Remote Mounted Gear Pump
Overspeed Protection
Engine Speed Up at Pack Cycle
Telescopic ejection cylinder
Driver Signal buttons on each side of tailgate
Included Options
Drum Winch 12,000 lb. Capacity with Latch and Ears
Chromium Carbide Parker Shoes and Rails
Parker/Carrier Controls Curbside
Single Zone Defense Camera
Mud Flaps

Purchase Price	$93,900.00
New Front Hydraulic Pump	$4,500.00
Tax 8.6%	$8,4,62.40
Total Investment	$106,862.40

Customer to remove old body, and prep chassis.

Labrie Sourcewell #091219-LEG

Chris Cimini
Chris Cimini

Customer Acceptance

511 East Mohave Street Phoenix, Arizona 85004
Phone Number: 602-254-0644

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Sourcewell

Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Labrie Environmental Group**, 175-Broute Marie-Victorin, Levis, Quebec G7A 2T3 Canada (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

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$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

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work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 11/11/2019 | 4:39 PM CST

Labrie Environmental Group

By: DocuSigned by: Diana Grootonk 5848DBC3A7624A4...

Diana Grootonk

Title: President

Date: 12/5/2019 | 8:28 AM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/11/2019 | 6:46 PM CST

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RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Labrie Enviroquip Group
Address:	175-B, route Marie-Victorin Levis, Quebec G7A 2T3
Contact:	Skip Berg
Email:	skip.berg@labriegroup.com
Phone:	908-391-4661
HST#:	

Submission Details

Created On:	Wednesday July 17, 2019 09:17:52
Submitted On:	Tuesday September 10, 2019 14:40:37
Submitted By:	Andrew LeVasseur
Email:	andrew.levasseur@labriegroup.com
Transaction #:	967e03fd-5aa1-468c-ae77-e37ada894972
Submitter's IP Address:	67.245.103.237

DocuSign Envelope ID: 291E9A71-6DEC-49E6-8BB4-659252B2D3C0

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Labrie Environmental Group	*
2	Proposer Address:	175-B,route Marie-Victorin Levis (Quebec) G7A 2T3 Canada	*
3	Proposer website address:	www.labriegroup.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Diana Grootonk President 175-B,route Marie-Victorin Levis (Quebec) G7A 2T3 Canada diana.grootonk@labriegroup.com (949)375-3399	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy LeVasseur Sales Manager 175-B,route Marie-Victorin Levis (Quebec) G7A 2T3 Canada andrew.levasseur@labriegroup.com (920)312-6124	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Skip Berg Business Development Manager 175-B,route Marie-Victorin Levis (Quebec) G7A 2T3 Canada skip.berg@labriegroup.com (908)391-4661	

Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	While Labrie has been around for over 80 years - and the Leach Company was founded in 1887 - it is the recent history of Labrie that matters. Acquired by Myers Power Products in December, 2011, the assembled company has now become the largest privately held refuse body builder in North America. With the resources and leadership of the Myers group, Labrie has expanded its offerings as well as with more than its physical presence with more than 175 acres and 750,000 SqFt of manufacturing space in 3 countries. What was once a small regional Canadian body builder has become an international force in the marketplace. With a healthy respect for the strong dealer network that provides most user interaction, Labrie has built an enviable reputation built upon its engineering prowess and top quality products. Growth has been steady - and significant - with the addition of facilities in southwest Arizona & San Luis, MX - along with a major operation in LaFayette, Georgia. These plants continue to develop and provide opportunity for increased production, strategic sourcing & freight advantages. Plans are underway for additions to the Arizona location. Overall, the business philosophy of Labrie is to provide top notch equipment and back it with locally available service and expertise. We do this at a competitive price which allows us to reinvest in the product and the people. Our customers are a healthy mix of National Accounts, Municipalities (both large and small) and private haulers - serviced through a network of dealers active in their territories. Several of our dealer organizations have celebrated 100 year anniversaries. Longevity is our DNA with respect for our history and an eye to the future.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	Labrie manufacturers Leach Rear Load Packers, Wittke Front Load Collection Bodies and the Labrie line of Side Loaders - including straight & drop frame models with a variety of automated & semi-automated cart devices. We perform our own chassis modifications which include frame drops, alterations and cab conversions. We even offer a dual side automated design for collection on both driver & curb side. Additional products include a commercial side loader and vacuum leaf collection unit. Most of the bodies we build are offered in a range of sizes and configurations - with designs for standard duty or commercial applications. We build 10 cubic yard MiniMax side loaders to mount on four wheel drive trucks - used to collect on beaches, in parks or on weight restricted fire roads. Our Top Select Recycler body can range up to 48 cubic yards and manage 7 separate streams. See our pricing page for a complete list of the bodies and configurations. We feel safe to say we have the most extensive offering in the industry and our engineering is admired by both our competitors and our customers.	*

9	What are your company's expectations in the event of an award?	We would expect to build on the success of the previous contract and extend the reach of the Sourcewell contract to additional dealers and direct salesmen. The addition of more chassis options and manufacturers as a "package offering" will expand the opportunities. With the increasing acceptance of cooperative procurement, we expect that our dealers will favor Sourcewell with increasing attention.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a privately held company, our financial statements are not made public. We have attached our audited financials however, we require the audited statement provided be held confidential. We would welcome any inquiry of our banking resources and will make that contact available. Also, our Levis location is free of any encumbrance.	*
11	What is your US market share for the solutions that you are proposing?	Market share varies widely by platform, region and type of enduser Also, industry reporting is inconsistently provided, so much of the information is anecdotal. Overall, our Automated Side Loaders enjoy a significant market share -particularly with municipalities. The Wittke has been a traditional market leader in the northwest and Pacific regions - and has recently been gaining greater acceptance by national rental companies. Rear loaders continue to represent a third of body sales in the market - and Leach is a favorite with cities and private haulers from coast to coast. A safe estimate of market share overall would be 25%+ - with Side Loaders at twice that.	*
12	What is your Canadian market share, if any?	We are the clear leader in the Canadian market - since the large cites of Toronto and Calgary are repeat clients. We count the largest privately held environmental services company among our top customers which are also headquartered in Canada. We estimate our Canadian market share across platforms to be over 40%+.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b. Labrie is a manufacturer with an experienced and extensive dealer network. These dealers are independent operations with local service and sales expertise. Labrie has a team of Regional Sales Managers that interact with the dealers and end users alike. We also maintain a Field Service team that operates from a call center and the service facility in LaFayette, GA. Technician and Driver training personnel, as well as demo operators, are Labrie employees.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Certified as a final stage manufacturer (required to complete mounting) ISO9001 - Standards that require we "write what we do - and do what we write" Certified Welders - see www.cwbgroup.org	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The in-house chassis modifications are a solution not specifically called out in the RFP. No other body builder offers this array of chassis alterations that address unique operational situations.	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	ISO 9001 : 2015 Certification Labrie was the first waste collection vehicle manufacturer to receive it's ISO 9001 Certification and continues to work to ISO standards, and is annually audited to maintain its certification.	*
19	What percentage of your sales are to the governmental sector in the past three years	The percentage of our sales in the government or municipal sector in the past three years is 34% of our total sales. With the longevity and strengths of our dealer networks this number will continue to increase in the years to come.	*
20	What percentage of your sales are to the education sector in the past three years	The percentage of our sales in the educational category are roughly 1%. Most colleges and universities that we have sold to now have sub-contractracted their refuse hauling and equipment out to different vendors to be more cost efficient.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Labrie currently holds a cooperative purchasing contract with Buyboard. The annual sales volume for the Labrie Buyboard contract is 2% of total sales.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A We are not involved with any GSA Contracts as a refuse body supplier.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Muncie, Indiana	Phil Reagon Supt. of Sanitation	765-747-4865	*
Miami Dade County, Florida	Danny Diaz Fleet Management Division Director Dept of Solid Waste Management	305-514-6691	*
City of Jacksonville, Arkansas	Randy Watkins Sanitation Superintendent	501-982-5235	*
City of Cleveland, Ohio	Jeffrey Brown Asst. Commissioner	216-420-8178	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Calgary	Government	AB - Alberta	Automated	64 Total Units	$9.1 Million Dollars	*
City of Toronto	Government	ON - Ontario	Automated	55 Total Units	$7.4 Million Dollars	*
Miami Dade	Government	Florida - FL	Automated	44 Total Units	$4.6 Million Dollars	*
City of Washington DC	Government	District of Columbia - DC	Rear Loader	34 Total Units	$2.7 Million Dollars	*
City of Rochester	Government	New York - NY	Automated	17 Total Units	$2.1 Million Dollars	*

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Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Product specialists and order entry facility at Quebec HQ. Six experienced Regional Sales Managers report directly to the CEO/President. This team oversees the North American dealer network. The RSM's operate remotely with access to the VP Operations who works from Wisconsin and Georgia. They monitor the regional activity, participate in local shows and seminars and function as the dealer's liaison with Labrie corporate.	*
26	Dealer network or other distribution methods.	Our dealer network provides broad coverage across the US and Canada. In the few areas that are unassigned, the Regional Sales Manager will provide it. The Province of Quebec is managed directly, as is the State of Georgia. Dealer Maps are uploaded in the marketing plan section	*
27	Service force.	Our dealer network is focused on local service and parts support. That is part of a successful distributorship. Many dealers provide mobile service along with parts delivery and inventory control. Beyond the dealer level, stands Labrie - with a VP of US Operations, a Director of Service, a Call Center facility and cadre of skilled technicians and troubleshooters who are available to assist with any eventuality. This same team manages the training schedule and oversees the demo program.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	In the uploaded "Dealer Maps/Procedures" find the Powerpoint we have used to provide a step by step procedure for dealers during the current contract. If awarded, we will update that and use it as a starting point. Our inside sales team has access to the Sourcewell files and contract - and instructions to turn quote requests in 48 hours or less. Delivery lead times change with platforms and sales patterns, but we strive to provide accurate estimates of finish dates. We also intend to maintain a number of stock units - mounted and unused - for immediate sale. These will be domiciled either at chassis dealers or secure Labrie facilities.	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	N/A	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There is no restriction on member sectors. Certain territories will be serviced directly by Labrie through the Regional Managers and FSRs. Other cooperative purchasing programs do not limit our ability to promote Sourcewell. State contracts are popular but may not offer the range of solutions.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The major issue with these locations is freight and shipping requirements. We have sold units in Costa Rica and Saudi Arabia - and Anchorage is a current customer. We deliver Wittke front loaders to haulers in Hawaii - so the knowledge base is in-house.	*

Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy for promoting Sourcewell is demonstrated on many channels from our distributors marketing material to our companies marketing material. We also display Sourcewell membership flags and banners at national and regional trade shows. Some examples include the Sourcewell Logo and Contract Number displayed on the main page of the Labrie website. Sourcewell is also listed on the Labrie website under the different memberships our company is involved in. (See www.labriegroup.com) We also work closely with our distributors on marketing our member and contract number on their marketing material. (See the attached Best Equipment example) Our distributors also proudly display our Sourcewell Contract Number on their websites. (See www.saniequipcorp.com and also www.fredricksonsupply.com for examples) As an offering of the turnkey variety, we will package chassis and bodies for immediate delivery and promote them using. Sourcewell	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize complementary efforts with our established distributor network to assure a constant company presence. We work together and promote national exposure from Labrie, combined with regional efforts by our dealers on the major social media platforms. Key digital marketing metrics capturing methodology is in place to continually assess, maintain, and update our digital initiatives in the US and Canada.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We expect Sourcewell to provide guidance and support as we try to grow the membership base of Sourcewell customers. Sourcewell has continued to provide training sessions and annual conferences to keep us up to date and make us better informed contract holders.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. All of our equipment is sold, serviced, and maintained through are expansive list of authorized distributors and also through Labrie directly depending on location.	*

Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our policy is to include a introductory training session as part of the dealer delivery procedure, assuring the user receives the appropriate manuals and a walk around on the operations. More detailed driver and service technician training is available - costs will vary depending on the level requested. A cold start-up would require more time & attention than a review for an existing system. We have the ability to customize the training - with safety and reliability as core concepts.	*
37	Describe any technological advances that your proposed products or services offer.	We pride ourselves on being aware and involved in any meaningful advances - as when we embraced CNG as far back 2001. We utilize Hardox steel in critical areas - and were awarded a prize from the Swedish Steel Institute for our pioneering efforts. Recently, we participated in a unique pilot program that involves Artificial Intelligence, on-board computers and automated arm manipulation without a joystick or paddles. When fully developed, this could lead to safe operations with less extensive training or facility.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Without any "official" certification, we assisted in the development and testing of the Effenco hybrid device which significantly improves mpg performance on route vehicles as well as Power on Demand for the City of New York. In addition, we are currently in final negotiations with one of the largest cities in the US for an all electric chassis with automated sideloader combination expected to ship mid 2020.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Labrie is a certified WBE through its parent Myers.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	While most body builders have a rudimentary dealer network, Labrie is proud to work with the recognized leaders in regional distribution for solid waste and recycling equipment. Many are 2nd or even 3rd generation owners who grew up in the business. The combination of local knowledge and targeted support - coupled with the world-class engineering and attention to quality that defines Labrie - provides the members with solutions that exceed expectations. Labrie operates from three separate manufacturing facilities allowing for redundancy and strategic sourcing. The ownership is private and well capitalized.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	As the most recognized body builder in Canada, our ability to market there is unmatched. We have the top dealers in each Province - and service Quebec directly from our factories and service center near Levis. While cooperative procurement has not been as embraced in Canada as in the States, we are more than willing to engage with Sourcewell in the efforts necessary to change that. We currently count Calgary and Toronto among our most successful municipal clients.	*

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Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	See the attached detailed Service, Parts, and Warranty Policies and Procedures.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. See the attached detailed Service, Parts, and Warranty Policies and Procedures.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No however technician expenses are generally covered be the territory distributor.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	In special circumstances where location may be an issue we allow customers to perform their own warranty repairs at a predetirmined warranty reimbursement rate. Areas not covered by our distribution network will also receive direct factory support via a mobile service technician.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No we will only cover warranty service for Leach, Labrie, and Witke Products. Our Distributors do perform warranty service on other Sourcewell contract products . (Ex. Best Equipment is our Labrie, Leach and Witke Distributor. They also support the Xcavator, Envirosight, Petersen, Extreme Vac, Tymco, Vac-Con, Toter, GVM, and Vacall product lines that are also Sourcewell Members)	*
48	What are your proposed exchange and return programs and policies?	See the attached detailed Service, Parts, and Warranty Policies and Procedures.	*
49	Describe any service contract options for the items included in your proposal.	Service and Maintenance contracts will be established and performed the the local distributor for the Sourcewell Member.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Without prior approval, net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We do not provide in-house leasing or financing. We are pleased to recommend National Cooperative Leasing - a Sourcewell contract holder	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Our preferred process would have our dealer quote the member after verifying the quotation with Labrie product specialist, process the member's purchase order, PDI & deliver the product. Quarterly sales would be aggregated for the report and appropriate remittance.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	At this time, we do not accept the P-card	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Labrie has provided line item pricing with a specific Sourcewell member discount. See the attached provided body price list in the documents section of the portal .	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell discount is 51% off our current MSRP.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts will be honored on a case be case basis with the local distributor to the Sourcewell Member.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We will work with our local distributors in conjunction with the Sourcewell members to identify the open market items required to complete the offering. All due dilligence will be exercised to obtain a competitive price and delivery. All chassis provided as sourced equipment will be cost plus 5% handling fee. Any other sourced equipment or no standard options will be cost plus 10%. (Ex. Telmas, Tag Axles, Pusher Axles etc.)	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some elements that are not included in the total cost of aquisition are PDI, Local Freight to Sourcewell Members, and Operator and Service Training. Our distributors typically charge $1500-$3000 for this service depending on the Sourcewell Members need.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping is included on our pricing to the Sourcewell member unless the member specifically notifies Labrie that they have arranged their own transport services.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We can accommodate specific shipping requirements to customers on a case by case basis. For customers in Canada and Alaska all customs paperwork is handled via Labrie Logistics department. We perform this task daily with our manufacturing locations in Canada, USA, and Mexico. As for Hawaii we can work with the Sourcewell member and the distributor on a means of transport that works for all parties involved. (Ex. Shipping to a Port, container shipping, ect...)	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The most common delivery methods for our products include drive away companies who drive the completed units to the members location or truck and low boy trailer. We work with the Sourcewell member and distributor to provide the most cost effective method of transport.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The discount we offer to Sourcewell is exclusive to Sourcewell Members only.	

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The process starts with a request from a member for a quotation. Labrie product specialist provides an authorized quote to the dealer (or member if no dealer is involved) - and then we request a purchase order. On completion of the mounting, the member is invoiced. On receipt of payment, the sale is recorded with Labrie for quarterly remittance of the proper admin fee. Copies of the final invoice to the member are required - and available for review.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The administrative fee that we propose would remain at the level of 1.5% - exclusive of freight, local delivery service and PDI.	*

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have experience with the NJPA contract for the last period, we have a baseline to measure against. We would expect to increase both the number of participating dealers, but also improve the penetration within their respective areas or responsibility.	*
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	We will include pricing from a number of chassis dealers - all of whom have a national reach - for the most popular makes and models. If a member were to request a quote from an unlisted truck maker, we propose to utilize the "off contract" or Sourced Goods option whereby we obtain competitive quotes, add 5% handling and include that quote with our body offering. With the addition of a number of chassis to our pricing matrix, we expect the Sourced Goods option to be rarely used.	*
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	As a given, at Labrie "safety is not an option" - so we engineer for it. Then the training of both operators and service technicians comes in - so that the equipment is used and maintained in the manner that it was designed for. Any body can be over loaded or abused - so the role of operations and facility mangers is key as well. New advances in on-board scales and real time information downloads make the job of route supervisors more confirmable.	*
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	The focus of our designs is reliability and ease of service. The location of lubrication blocks and hydraulic components can affect service intervals. Additional floor or hopper liners for use on recycling routes can extend life cycles. Even the unique way we "tie-down" our lines and circuits can provide a more stable environment for the equipment.	*
69	Describe how the equipment you propose simplifies the operation for end-users.	"HumanFactors" is a component of intelligent engineering - and that's our strength. Reducing repetitive motion injuries, lowering the loading height or step-in on a cab conversion all improve the envelop that operators inhabit. Even the sight lines and cycle times on the Wittke Front Loader add to the beneficial experience.	*
70	Provide examples from your product offering that are unique in the industry.	We produce a unique "dual-sided" automated body for use in alleys or one-way streets. The Top Select recycler body has moveable dividers and "on-the-route" flexibility. Our Tailgate lock is "self-adjusting" providing the most positive seal available.	*
71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	The full electric chassis is only recently an option for refuse and recycling applications. And we have begun to quote units on "plug-in" electric chassis. The hybrids of recent years have had some operational issues - and we continue to monitor that sector. We would expect to add the electric chassis as demand increases and the route experience warrants. Estimated timeframe - 12-18 months	*
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	Our unique front load canopy and packer panel design on the Wittke platform decreases material either on the roof or behind the panel. This limits the requirement to access that confined space. Heavy duty latches with safety chain back-up on side doors. Interlocks on hopper access doors or ladders. Special hinged gripstruc panels on the cab conversion floors provide firm stance and eliminate ice build up. Even glove warmers in the cabs of manual side loaders.	*

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Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - FS2018 Labrie.pdf - Tuesday September 10, 2019 13:21:19
- Marketing Plan/Samples - Marketing Plan Information.zip - Tuesday September 10, 2019 10:02:21
- WMBE/MBE/SBE or Related Certificates - WBE_2019.pdf - Tuesday September 10, 2019 10:08:20
- Warranty Information - LabriePlus Policy and Procedures 2018 R_00.pdf - Wednesday July 24, 2019 15:54:34
- Pricing - Pricing Information.zip - Tuesday September 10, 2019 10:48:59
- Additional Document - Additional Documents.zip - Tuesday September 10, 2019 10:47:08

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Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Diana Grootonk, President

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Mobile Refuse Vehicles_Addendum 3 Mon August 19 2019 10:58 AM	☑	--
Mobile Refuse Vehicles_Addendum 2 Fri August 16 2019 02:42 PM	☑	--
Mobile Refuse Vehicles_Addendum 1 Fri August 9 2019 09:45 AM	☑	--

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DocuSign Envelope ID: 74BDFC9D-3946-476A-842A-E30FBBF40BE7

AMENDMENT
TO
CONTRACT #091219-LEG

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Labrie Environmental Group** (Vendor).

Sourcewell awarded a contract to Vendor to provide Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services, to Sourcewell and its Participating Entities, effective December 5, 2019, through November 15, 2023 (Contract).

The parties now amend the Contract to delete in its entirety Section 20. Insurance, Subsection A. Requirements, Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 5/26/2022 | 10:52 AM CDT

Labrie Environmental Group

DocuSigned by:
By: Paul Venesky
C61C7792E80D439...
Paul Venesky, CFO

Date: 5/24/2022 | 11:49 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 5/26/2022 | 10:53 AM CDT

Labrie Environmental Group

DocuSigned by:
By: Michael Eastabrook
BFB77DB4D860478...
Michael Eastabrook, CEO

Date: 5/26/2022 | 6:47 AM PDT

Here I send you the information for the Mack chassis to make it rear loader.
2004 Mack truck.
1M2AC08C54M008969 SERIAL NO.
TRANSMISSION –ALLISON HD-4560P
ENGINE –SCANNIA –A1-350
BRAKES- AIR BRAKES
MILES – 113079

LEACH:

labrie
Labrie Enviroquip Group

SIZES:

- AL-III:
  - ü Body: 14, 16, 18, 20, 25, 29,32 cy
  - ü Tailgate: 3 cy

- 2R-III:
  - ü Body: 20, 25, 29, 32 cy
  - ü Tailgate: 3.5 cy

- 2R-II:
  - ü Body: 25, 31 cy
  - ü Tailgate: 3,5 cy (2R3)

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. B.**

Meeting Date: 11/22/2022

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

Submitted By: Monica Castro, Director of Finance, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization for employees' Cost of Living Adjustment (COLA) for FY 2022-2023. **(Monica Castro, Director of Finance)**

SUMMARY:

At the beginning of the year, the city provided salary adjustments to all employees. We could not bring all employees to their target salary based on budget constraints. In addition, the wages we are targeting do not reflect the current market and the unprecedented inflation we are facing. The salary study staff implemented is dated from 2018 and the minimum wage has increased every year by an average of 6%.

Moreover, the minimum salary will increase by 8% in January 2023, creating a salary compression issue in the salary structure of the city. To address this issue, staff included a salary study to address these issues. Unfortunately, these types of studies take time to complete and implement. In the meantime, the city is struggling with retention and hiring due to competitive pay.

For this reason, to provide an incentive for employees and bring them closer to what the real market is, staff is recommending a one-time COLA adjustment of $750.00 for full-time ("FT") employees and $375.00 for part-time ("PT") employees so that the employees can take home close to $600.00 and $350.00 after payroll deductions. A mid-salary budget review was performed and concluded that there is budget capacity due to vacancies that staff has not been able to fill.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE COLA FOR THE CLASSIFIED AND CONTRACTED EMPLOYEES AND BUDGET TRANSFERS AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	$320,000
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	XXX.XXX.50000

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

We did not budget for this COLA adjustment, but due to vacancies we have budget available from the salary adjustment approved in July 2022. We are asking budget authorization to utilize the salary adjustment savings, and authority to Finance to do budget transfer to the departments that need funds to cover the COLA we are requesting.

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. C.**

Meeting Date: 11/22/2022

Department Head: Maria A Roldan, Acting Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Yolanda Duenas, Facilities Supervisor, Parks & Recreation Department, Facility Maintenance

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding storm damage to the city's Fernando Padilla Community Center. **(Yolanda Dueñas, Facilities Supervior)**

SUMMARY:

Facilities had a new roof installed on the Fernando Padilla Community Center, which is a City Building. The roofers neglected to reconnect the roof ducts' downspouts when the job was done. On October 6, 2022, the water built up on the roof until the water broke through causing water damage.

We contacted Servpro of Yuma East/Foothills to inspect the building and provide us with a quote. After inspecting we were informed that they would need to do water extraction, remediation, and general demolition to the areas affected. The quote provided is just an estimated amount of $22,008.67, which can change once they remove the affected areas.

We also need to hire a roofer to reconnect the downspouts. We will need to hire a contractor to repair all areas that will be removed to take care of the water damage.

A property damage claim report was submitted by Ms. Maria Sabori our Risk Manager, to our insurance Southwest Risk. The claims adjuster/ property appraiser is due to inspect and evaluate the damage on November 22, 2022

Staff would like to request that City Council waive the formal bidding procedures under the San Luis City Code §§ 3.05.010 (D) and 3.05.030. Staff would like to award Servpro of Yuma East/Foothills, as it is the only vendor that provided an estimate after contacting others. Staff is unable to give more information as to how much it will cost as explained above. However, Council's waiver of formal bidding purchasing procedures is needed to move forward.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO WAIVE FORMAL PURCHASING PROCEDURES FOR THE WATER DAMAGE MITIGATION AND APPROVE BUDGET TRANSFER FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay -CIP 100-999-90015 $600,831

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

We did not budget for this expenditure. We have filed a claim with our insurance, and we expect to get reimbursement for this item. We cannot wait for the insurance claims funds to arrive to start with these repairs as there is a risk for further damage and personnel safety. We are asking to use $50,000 from account 100-999-90015 to start with these expenditures to account 100-999-89000. We have budget capacity in the Capital Outlay Account due to an over budget of the Fleet Shop construction.

Attachments

Estimate

Servpro of Yuma East/ Foothills

P.O. Box 1718
El Centro, CA 92244
760-337-5858

Insured:	San Luis Community Center	Business:	(928) 919-0399
Property:	800 Cesar Chavez Blvd San Luis, AZ 85336	Home:	(928) 919-0399
Estimator:	Rodriguez, Richard	Business:	(928) 655-0637
Position:	Operations Manager	E-mail:	servpro10050_ richard@yahoo.com
Company:	SERVPRO		
Business:	14156 S 2 3/4 E Yuma, CA 85365		

Claim Number: SELF PAY **Policy Number:** N/A **Type of Loss:** Water Damage

Date Contacted:	10/21/2022 9:00 AM		
Date of Loss:	10/21/2022 8:00 AM	Date Received:	10/21/2022 9:00 AM
Date Inspected:	10/21/2022 12:00 PM	Date Entered:	10/28/2022 6:04 PM
Price List:	AZYU8X_OCT22 Restoration/Service/Remodel		
Estimate:	SANLUIS		

Servpro of Yuma East/ Foothills

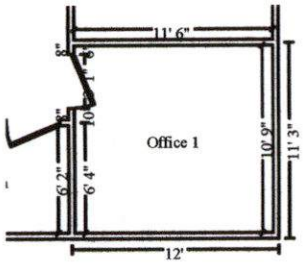
P.O. Box 1718
El Centro, CA 92244
760-337-5858

SANLUIS

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during business hours	1.00 EA	0.00	167.81	0.00	167.81
2. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR	0.00	58.99	0.00	176.97
Initial Setup					
3. Equipment setup, take down, and monitoring (hourly charge)	1.00 HR	0.00	58.99	0.00	58.99
4. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR	0.00	58.99	0.00	117.98
EQ Take Down					
5. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	587.00	0.00	0.00	587.00
Total: Main Level				0.00	1,108.75



Office 1 **Height: 8'**

335.44 SF Walls	123.63 SF Ceiling
459.07 SF Walls & Ceiling	123.63 SF Floor
13.74 SY Flooring	41.42 LF Floor Perimeter
44.50 LF Ceil. Perimeter	

Door **3' 1" X 6' 8"** **Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. Tear out non-salv vinyl, cut & bag - Category 3 water	123.63 SF	2.24	0.00	0.73	277.66
7. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	41.42 LF	5.64	0.00	1.22	234.83
8. Tear out and bag wet insulation - Category 3 water	45.80 SF	1.27	0.00	0.27	58.44
9. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Office 1				2.22	735.93

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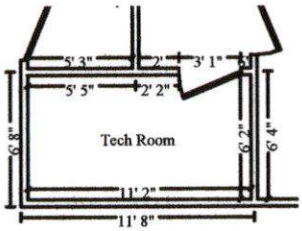
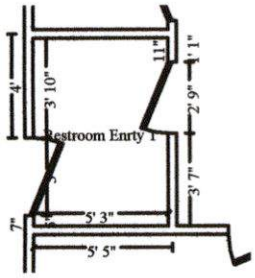


Tech Room **Height: 8'**

256.78	SF Walls	68.86	SF Ceiling
325.64	SF Walls & Ceiling	68.86	SF Floor
7.65	SY Flooring	31.58	LF Floor Perimeter
34.67	LF Ceil. Perimeter		

Door **3' 1" X 6' 8"** **Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Tear out non-salv vinyl, cut & bag - Category 3 water	68.86 SF	2.24	0.00	0.41	154.66
11. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	31.58 LF	5.64	0.00	0.93	179.04
12. Tear out and bag wet insulation - Category 3 water	36.00 SF	1.27	0.00	0.21	45.93
13. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Tech Room				1.55	544.63



Restroom Enrty 1 **Height: 8'**

161.67	SF Walls	38.06	SF Ceiling
199.73	SF Walls & Ceiling	38.06	SF Floor
4.23	SY Flooring	19.25	LF Floor Perimeter
25.00	LF Ceil. Perimeter		

Door **3' X 6' 8"** **Opens into Exterior**

Door **2' 9" X 6' 8"** **Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
14. Tear out non-salv vinyl, cut & bag - Category 3 water	38.06 SF	2.24	0.00	0.22	85.47
15. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	19.25 LF	5.64	0.00	0.57	109.14
16. Air mover (per 24 hour period) - No monitoring	2.00 EA	0.00	27.50	0.00	55.00
Totals: Restroom Enrty 1				0.79	249.61

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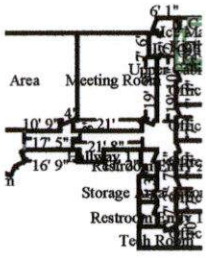
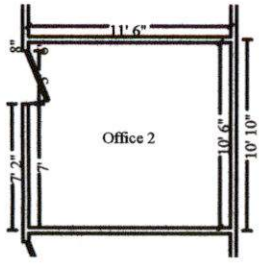


Hallway 1 **Height: 8'**

1,622.63	SF Walls	646.08	SF Ceiling
2,268.71	SF Walls & Ceiling	646.08	SF Floor
71.79	SY Flooring	196.31	LF Floor Perimeter
235.40	LF Ceil. Perimeter		

Door	**2' 9" X 6' 8"**	**Opens into RESTROOM_ENR**
Door	**3' X 6' 8"**	**Opens into STORAGE_ARE2**
Door	**3' X 6' 8"**	**Opens into RESTROOM_ENT**
Missing Wall	**5' 3 3/4" X 8'**	**Opens into WAITING_ROO2**
Door	**3' 1" X 6' 8"**	**Opens into OFFICE_AREA**
Door	**2' 9" X 6' 8"**	**Opens into MEETING_ROO2**
Door	**3' 3" X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into KICTHEN2**
Door	**3' 1" X 6' 8"**	**Opens into OFFICE_5**
Door	**3' X 6' 8"**	**Opens into OFFICE_9**
Door	**3' X 6' 8"**	**Opens into OFFICE_3**
Door	**3' X 6' 8"**	**Opens into OFFICE_2**
Door	**3' 1" X 6' 8"**	**Opens into OFFICE_7**
Door	**3' 1" X 6' 8"**	**Opens into TECH_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
17. Tear out non-salv vinyl, cut & bag - Category 3 water	646.08 SF	2.24	0.00	3.80	1,451.02
18. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	162.00 LF	5.64	0.00	4.77	918.45
19. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA	0.00	79.00	0.00	237.00
20. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	27.50	0.00	247.50
Totals: Hallway 1				8.57	2,853.97



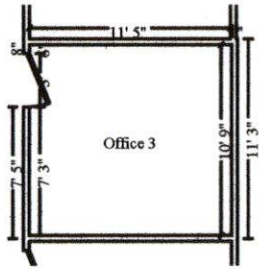
Office 2 **Height: 8'**

332.00	SF Walls	120.75	SF Ceiling
452.75	SF Walls & Ceiling	120.75	SF Floor
13.42	SY Flooring	41.00	LF Floor Perimeter
44.00	LF Ceil. Perimeter		

Door	**3' X 6' 8"**	**Opens into HALLWAY_1**

CONTINUED - Office 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
21. Tear out non-salv vinyl, cut & bag - Category 3 water	120.75 SF	2.24	0.00	0.71	271.19
22. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	11.60 LF	5.64	0.00	0.34	65.76
23. Tear out wet drywall, cleanup, bag - Cat 3	324.80 SF	1.50	0.00	4.92	492.12
24. Tear out and bag wet insulation - Category 3 water	84.80 SF	1.27	0.00	0.50	108.20
25. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Office 2				6.47	1,102.27

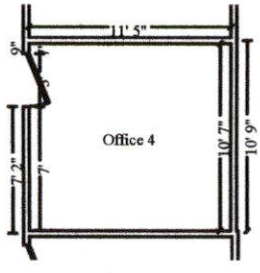


Office 3 **Height: 8'**

336.00 SF Walls	123.63 SF Ceiling
459.63 SF Walls & Ceiling	123.63 SF Floor
13.74 SY Flooring	41.50 LF Floor Perimeter
44.50 LF Ceil. Perimeter	

Door **3' X 6' 8"** **Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
26. Tear out non-salv vinyl, cut & bag - Category 3 water	123.63 SF	2.24	0.00	0.73	277.66
27. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	41.50 LF	5.64	0.00	1.22	235.28
28. Tear out and bag wet insulation - Category 3 water	21.90 SF	1.27	0.00	0.13	27.94
29. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Office 3				2.08	705.88



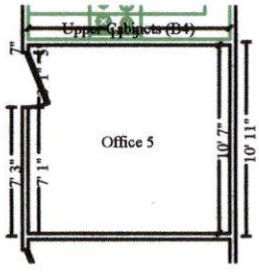
Office 4 **Height: 8'**

332.00 SF Walls	120.83 SF Ceiling
452.83 SF Walls & Ceiling	120.83 SF Floor
13.43 SY Flooring	41.00 LF Floor Perimeter
44.00 LF Ceil. Perimeter	

Door **3' X 6' 8"** **Opens into HALLWAY_1**

CONTINUED - Office 4

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
30. Tear out non-salv vinyl, cut & bag - Category 3 water	120.83 SF	2.24	0.00	0.71	271.37
31. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	41.00 LF	5.64	0.00	1.21	232.45
32. Tear out and bag wet insulation - Category 3 water	21.40 SF	1.27	0.00	0.13	27.31
33. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Office 4				2.05	696.13

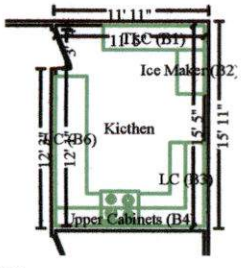


Office 5 **Height: 8'**

331.44 SF Walls	120.83 SF Ceiling
452.27 SF Walls & Ceiling	120.83 SF Floor
13.43 SY Flooring	40.92 LF Floor Perimeter
44.00 LF Ceil. Perimeter	

Door **3' 1" X 6' 8"** **Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
34. Tear out non-salv vinyl, cut & bag - Category 3 water	120.83 SF	2.24	0.00	0.71	271.37
35. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	40.92 LF	5.64	0.00	1.20	231.99
36. Tear out and bag wet insulation - Category 3 water	21.40 SF	1.27	0.00	0.13	27.31
37. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Office 5				2.04	695.67



Kicthen **Height: 8'**

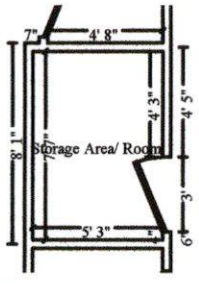
409.33 SF Walls	176.01 SF Ceiling
585.34 SF Walls & Ceiling	105.88 SF Floor
11.76 SY Flooring	7.42 LF Floor Perimeter
53.67 LF Ceil. Perimeter	

Door **3' X 6' 8"** **Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL

CONTINUED - Kicthen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
38. Tear out non-salv vinyl, cut & bag - Category 3 water	105.88 SF	2.24	0.00	0.62	237.79
39. Tear out cabinetry - lower (base) units	26.20 LF	9.77	0.00	0.00	255.97
40. Tear out cabinetry - upper (wall) units	17.50 LF	9.77	0.00	0.00	170.98
41. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	15.20 LF	5.64	0.00	0.45	86.18
Wall Drywall					
42. Tear out wet drywall, cleanup, bag - Cat 3	80.00 SF	1.50	0.00	1.21	121.21
Wall Drywall					
43. Tear out wet drywall, cleanup, bag - Cat 3	80.00 SF	1.50	0.00	1.21	121.21
Ceiling Drywall					
44. Tear out and bag wet insulation - Category 3 water	80.00 SF	1.27	0.00	0.47	102.07
45. Tear out and bag wet insul. confined space- Cat 3- aft hrs	80.00 SF	3.67	0.00	0.47	294.07
46. Range - freestanding - electric - Detach	1.00 EA	0.00	22.74	0.00	22.74
47. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Kicthen				4.43	1,577.22



Storage Area/ Room **Height: 8'**

185.33 SF Walls	39.81 SF Ceiling
225.15 SF Walls & Ceiling	39.81 SF Floor
4.42 SY Flooring	22.67 LF Floor Perimeter
25.67 LF Ceil. Perimeter	

Door **3' X 6' 8"** **Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
48. Tear out non-salv vinyl, cut & bag - Category 3 water	39.81 SF	2.24	0.00	0.23	89.40
49. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	22.67 LF	5.64	0.00	0.67	128.53
50. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	27.50	0.00	82.50

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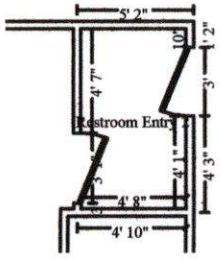
CONTINUED - Storage Area/ Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Storage Area/ Room				0.90	300.43

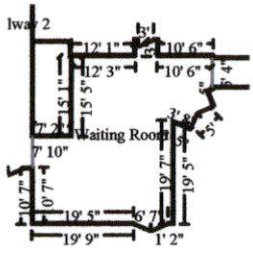


Restroom Entry 2 **Height: 8'**

160.78	SF Walls	36.94	SF Ceiling
197.72	SF Walls & Ceiling	36.94	SF Floor
4.10	SY Flooring	19.08	LF Floor Perimeter
25.17	LF Ceil. Perimeter		

Door	**3' 1" X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
51. Tear out non-salv vinyl, cut & bag - Category 3 water	36.94 SF	2.24	0.00	0.22	82.97
52. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	19.08 LF	5.64	0.00	0.56	108.17
53. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	27.50	0.00	82.50
Totals: Restroom Entry 2				0.78	273.64



Waiting Room **Height: 8'**

926.10	SF Walls	844.19	SF Ceiling
1,770.29	SF Walls & Ceiling	844.19	SF Floor
93.80	SY Flooring	113.33	LF Floor Perimeter
127.92	LF Ceil. Perimeter		

Missing Wall	**5' 10" X 8'**	**Opens into HALLWAY_2**
Door	**6' 7" X 6' 8"**	**Opens into Exterior**
Door	**5' X 6' 8"**	**Opens into Exterior**
Missing Wall	**5' 3 3/4" X 8'**	**Opens into HALLWAY_1**
Door	**3' X 6' 8"**	**Opens into OFFICE_AREA**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
54. Tear out non-salv vinyl, cut & bag - Category 3 water	844.19 SF	2.24	0.00	4.97	1,895.96
55. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	26.90 LF	5.64	0.00	0.79	152.51

CONTINUED - Waiting Room

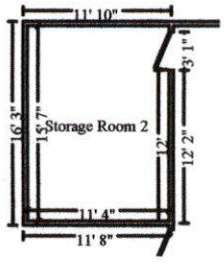
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
56. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA	0.00	79.00	0.00	237.00
57. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Waiting Room				5.76	2,450.47

Hallway 2 **Height: 8'**

838.44 SF Walls	342.19 SF Ceiling
1,180.64 SF Walls & Ceiling	342.19 SF Floor
38.02 SY Flooring	101.00 LF Floor Perimeter
123.83 LF Ceil. Perimeter	

Door	**3' 1" X 6' 8"**	**Opens into STORAGE_ROO2**
Door	**3' 7" X 6' 8"**	**Opens into Exterior**
Door	**3' 6" X 6' 8"**	**Opens into Exterior**
Door	**3' 6" X 6' 8"**	**Opens into Exterior**
Door	**3' 1" X 6' 8"**	**Opens into OFFICE_6**
Door	**3' 1" X 6' 8"**	**Opens into Exterior**
Missing Wall	**5' 10" X 8'**	**Opens into WAITING_ROO2**
Door	**3' X 6' 8"**	**Opens into Exterior**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
58. Tear out non-salv vinyl, cut & bag - Category 3 water	342.19 SF	2.24	0.00	2.01	768.52
59. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA	0.00	79.00	0.00	237.00
Totals: Hallway 2				2.01	1,005.52



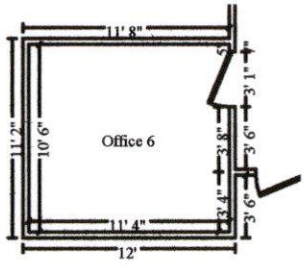
Storage Room 2 **Height: 8'**

410.11 SF Walls	176.61 SF Ceiling
586.72 SF Walls & Ceiling	176.61 SF Floor
19.62 SY Flooring	50.75 LF Floor Perimeter
53.83 LF Ceil. Perimeter	

Door	**3' 1" X 6' 8"**	**Opens into HALLWAY_2**

CONTINUED - Storage Room 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
60. Tear out wet drywall, cleanup, bag - Cat 3	32.00 SF	1.50	0.00	0.48	48.48
61. Tear out and bag wet insulation - Category 3 water	32.00 SF	1.27	0.00	0.19	40.83
62. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Storage Room 2				0.67	254.31



Office 6 **Height: 8'**

328.78 SF Walls	119.00 SF Ceiling
447.78 SF Walls & Ceiling	119.00 SF Floor
13.22 SY Flooring	40.58 LF Floor Perimeter
43.67 LF Ceil. Perimeter	

Door **3' 1" X 6' 8"** **Opens into HALLWAY_2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
63. Tear out non-salv floating floor & bag - Category 3 water	119.00 SF	2.94	0.00	0.80	350.66
64. Tear out wet drywall, cleanup, bag - Cat 3	32.00 SF	1.50	0.00	0.48	48.48
Wall Drywall					
65. Tear out and bag wet insulation - Category 3 water	32.00 SF	1.27	0.00	0.19	40.83
66. Tear out wet drywall, cleanup, bag - Cat 3	16.00 SF	1.50	0.00	0.24	24.24
Ceiling Drywall					
67. Tear out and bag wet insulation in confined space - Cat 3	16.00 SF	2.47	0.00	0.09	39.61
68. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	27.50	0.00	165.00
Totals: Office 6				1.80	668.82

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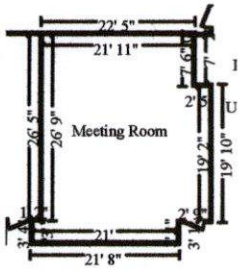
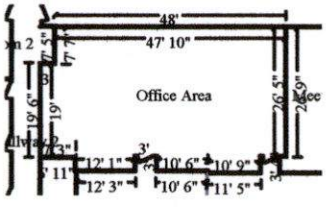


Meeting Room **Height: 8'**

868.70	SF Walls	695.95	SF Ceiling
1,564.65	SF Walls & Ceiling	695.95	SF Floor
77.33	SY Flooring	108.13	LF Floor Perimeter
110.88	LF Ceil. Perimeter		

Door **2' 9" X 6' 8"** **Opens into HALLWAY_1**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
69. Tear out non-salv vinyl, cut & bag - Category 3 water	695.95 SF	2.24	0.00	4.10	1,563.03
70. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	76.60 LF	5.64	0.00	2.26	434.28
71. Tear out and bag wet insulation - Category 3 water	42.22 SF	1.27	0.00	0.25	53.87
72. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	27.50	0.00	247.50
Totals: Meeting Room				6.61	2,298.68



Office Area **Height: 8'**

1,297.14	SF Walls	1,423.07	SF Ceiling
2,720.22	SF Walls & Ceiling	1,423.07	SF Floor
158.12	SY Flooring	161.13	LF Floor Perimeter
167.21	LF Ceil. Perimeter		

Door **3' 1" X 6' 8"** **Opens into HALLWAY_1**

Door **3' X 6' 8"** **Opens into WAITING_ROO2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
73. Tear out non-salv vinyl, cut & bag - Category 3 water	1,423.07 SF	2.24	0.00	8.38	3,196.06
74. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	121.00 LF	5.64	0.00	3.56	686.00
75. Tear out and bag wet insulation - Category 3 water	94.20 SF	1.27	0.00	0.55	120.18
76. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA	0.00	79.00	0.00	237.00
77. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	27.50	0.00	247.50
Totals: Office Area				12.49	4,486.74

Total: Main Level	**61.22**	**22,008.67**
Line Item Totals: SANLUIS	**61.22**	**22,008.67**

Grand Total Areas:

9,132.67	SF Walls	5,216.45	SF Ceiling	14,349.12	SF Walls and Ceiling
5,146.32	SF Floor	571.81	SY Flooring	1,077.07	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	1,247.90	LF Ceil. Perimeter
5,146.32	Floor Area	5,512.22	Total Area	9,132.67	Interior Wall Area
4,400.16	Exterior Wall Area	516.75	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Servpro of Yuma East/ Foothills

P.O. Box 1718
El Centro, CA 92244
760-337-5858

Summary for Dwelling

Line Item Total	21,947.45
Material Sales Tax	61.22
Replacement Cost Value	**$22,008.67**
Net Claim	**$22,008.67**

Rodriguez, Richard
Operations Manager

Servpro of Yuma East/ Foothills

P.O. Box 1718
El Centro, CA 92244
760-337-5858

Recap of Taxes

	Material Sales Tax (8.412%)	Storage Rental Tax (8.412%)	Local Food Tax (2.812%)
Line Items	61.22	0.00	0.00
Total	**61.22**	**0.00**	**0.00**

Servpro of Yuma East/ Foothills

P.O. Box 1718
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760-337-5858

Recap by Room

Estimate: SANLUIS

Area: Main Level	**1,108.75**	**5.05%**
Office 1	**733.71**	**3.34%**
Tech Room	**543.08**	**2.47%**
Restroom Enrty 1	**248.82**	**1.13%**
Hallway 1	**2,845.40**	**12.96%**
Office 2	**1,095.80**	**4.99%**
Office 3	**703.80**	**3.21%**
Office 4	**694.08**	**3.16%**
Office 5	**693.63**	**3.16%**
Kicthen	**1,572.79**	**7.17%**
Storage Area/ Room	**299.53**	**1.36%**
Restroom Entry 2	**272.86**	**1.24%**
Waiting Room	**2,444.71**	**11.14%**
Hallway 2	**1,003.51**	**4.57%**
Storage Room 2	**253.64**	**1.16%**
Office 6	**667.02**	**3.04%**
Meeting Room	**2,292.07**	**10.44%**
Office Area	**4,474.25**	**20.39%**
Area Subtotal: Main Level	**21,947.45**	**100.00%**
Subtotal of Areas	**21,947.45**	**100.00%**
Total	**21,947.45**	**100.00%**

Servpro of Yuma East/ Foothills

P.O. Box 1718
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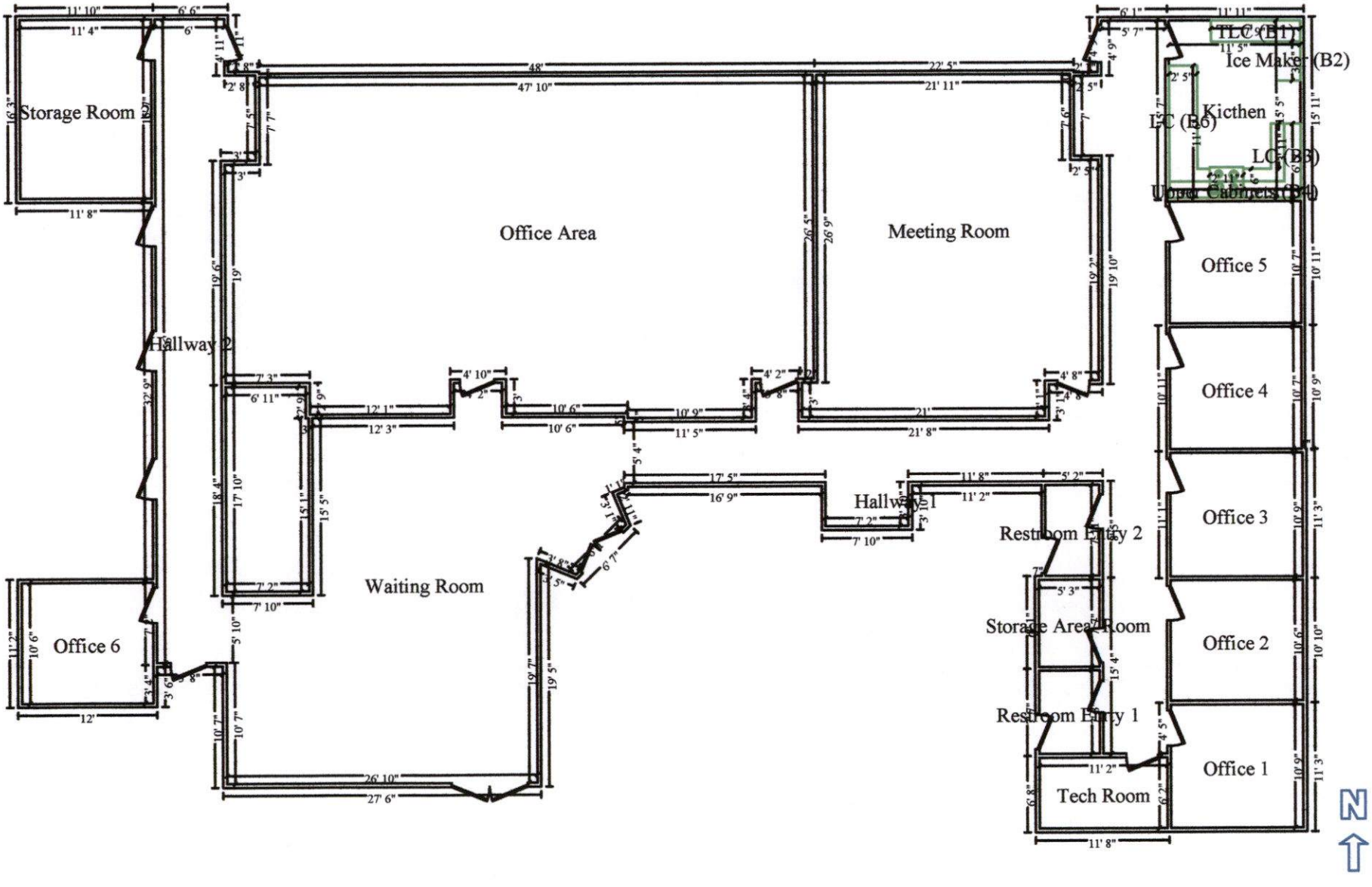
760-337-5858

Recap by Category

Items	Total	%
GENERAL DEMOLITION	17,842.46	81.07%
WATER EXTRACTION & REMEDIATION	4,104.99	18.65%
Subtotal	21,947.45	99.72%
Material Sales Tax	61.22	0.28%
Total	22,008.67	100.00%


Storage Room
Office Area
Meeting Room
Hallway 2
Hallway 1
Waiting Room
Office 6
Restroom Entry 2
Storage Area/Room
Restroom Entry 1
Tech Room
TLC (B1)
Ice Maker (B2)
Kicthen
LC (B3)
Upper Cabinets (B4)
Office 5
Office 4
Office 3
Office 2
Office 1
N

Main Level

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. D.**

Meeting Date: 11/22/2022

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2236. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an intergovernmental agreement with the Bureau of Reclamation ("B.O.R.") for San Luis to construct, install, own, use, operate, and maintain Cesar Chavez Boulevard in the City of San Luis under B.O.R. Contract No. 22-07-34-L2109. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

SUMMARY:

The City of San Luis submitted an application to the Bureau of Reclamation requesting the right of way necessary to widen Cesar Chavez Boulevard. The United States Department of the Interior, Bureau of Reclamation, Yuma Area Office (BOR) submitted the license authorizing the City of San Luis to construct, install, own, use, operate and maintain a four (4) lane road and related appurtenances within portions of Reclamation's withdrawn lands and rights-of-way for the Yuma Valley Main Drain and Yuma Valley Levee. The Bureau of Reclamation requires Mayor and City Council adopt a resolution authorizing the Mayor, City Manager or designee to execute the license agreement.

City legal counsel and staff reviewed the license agreement and are recommending approval.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2236 AND BOR CONTRACT NO. 22-07-34-L2109, AS PRESENTED.

Fiscal Impact

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

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

There is no fiscal impact associated with this contract.

Attachments

Resolution No. 2236
BOR License Letter

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2236

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BUREAU OF RECLAMATION ("B.O.R") FOR SAN LUIS TO CONSTRUCT, INSTALL, OWN, USE OPERATE AND MAINTAIN LAND FOR IMPROVEMENT OF CESAR CHAVEZ BOULEVARD IN THE CITY OF SAN LUIS UNDER B.O.R. CONTRACT NO. 22-07-34-L2109.

WHEREAS, the City of San Luis submitted a transportation and utility systems and facilities federal land application to the Bureau of Reclamation; and

WHEREAS, the City requires right of way in order to widen Cesar Chavez Boulevard; and

WHEREAS, the Bureau of Reclamation requires state or local governments to provide authorization to execute the license;

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

Section 1. The Mayor and City Council deem that it is in the best interest of the City of San Luis' residents to enter into an intergovernmental agreement with the United States of America through the Department of the Interior, Bureau of Reclamation to permit the city to widen Cesar Chavez Boulevard.

Section 2. A true copy of the intergovernmental agreement (B.O.R Contract No. 22-07-34-L2109) is incorporated herein as though set forth again in full.

Section 3. The Mayor is authorized and directed to execute said agreement for and on behalf of the City of San Luis.

Section 4. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Order.

[Intentionally left blank, signature page follows.]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ___ day of November 2022.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

DUPLICATE ORIGINAL

Contract No. 22-07-34-L2109

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
INTERIOR REGION 8: LOWER COLORADO BASIN
YUMA AREA OFFICE
YUMA, ARIZONA

YUMA PROJECT, VALLEY DIVISION

CONTRACT AND LICENSE
FOR
CESAR CHAVEZ BOULEVARD WIDENING

1. THIS CONTRACT AND LICENSE (License) is made this ___ day of _____, 20__, pursuant to provisions of the Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation Project Act of August 4, 1939 (53 Stat. 1187); as amended August 18, 1950 (64 Stat. 463); and acts amendatory thereof or supplementary thereto; and the provisions of 43 CFR § 429, between the United States of America, acting through the Bureau of Reclamation, hereinafter referred to as "Reclamation," represented by the officer executing this License, hereinafter referred to as the "Area Manager," and the City of San Luis (City) hereinafter referred to as the "Licensee," with the concurrence of the Yuma County Water Users' Association , hereinafter referred to as the "Association."

WITNESSETH THAT:

2. WHEREAS, Reclamation, under the authority of the Act of August 30, 1890, entitled Rights-of-Way Reserved to United States for Canals and Ditches (26 Stat. 391), holds reserved Federal right-of-way for the canals identified as the Yuma Main Canal and the Yuma Valley Main Drain, hereinafter referred to as the Canal and Drain, features of the Yuma Project, Valley Division, Arizona; and

3. WHEREAS, by Secretarial Order dated January 31, 1903, and April 9, 1904, certain Federal lands were withdrawn from public domain for Reclamation's project purposes, these lands are hereinafter referred to as withdrawn lands; and

4. WHEREAS, the United States, through Public Notice No. 77 dated February 12, 1960, granted the Association authority to process and approve requests for certain uses of the Valley Division, Yuma Project rights-of-way when the applicant's proposed use of such rights-of-way is compatible with the care, operation, and maintenance of the Valley Division; and

5. WHEREAS, Reclamation holds certain lands in withdrawal for the Yuma Valley Main Drain, the East Main Canal, and monitoring wells, all features of the Yuma Project, Valley Division, Arizona which are necessary for project purposes and hereinafter referred to as "Reclamation Facilities"; and

6. WHEREAS, on January 14, 2022, Reclamation received forwarded application from the Yuma Field Office, Bureau of Land Management, signed on July 27, 2020, by the City to Reclamation, the Licensee requested a right-of-use authorization to widen the current existing Cesar Chavez Boulevard from a two (2) lane road to a four (4) lane road; and

7. WHEREAS, the granting of such authorization and right-of-use by Reclamation and the exercise of such right-of-use by the Licensee under the terms and conditions herein provided shall be compatible with the purposes for which the lands are administered by Reclamation on behalf of the United States.

8. NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, Reclamation, on behalf of the United States, by this Contract and License, hereby grants to the Licensee, except as otherwise provided herein, the following described authorization for the construction, installation, ownership, use, operation and maintenance of a four (4) lane road and appurtenant other facilities, hereinafter referred to as the "Improvements," to wit:

9. DESCRIPTION OF PREMISES

Gila and Salt River Meridian, Yuma County, Arizona

Township 11 South, Range 24 West,
sections 3, 4, 5, 6, 7, 8, and 9, portions of

Township 11 South, Range 25 West,
section 1, portions of.

The lands described above are hereafter referred to as the Premises. Said Improvements are more fully described and depicted on those captions entitled Exhibit A: "Location Map of Proposed New Right-of-Way,"; and Exhibit B: "Right-of-Way Map," all attached hereto and by this reference made a part hereof.

(a) By accepting and signing this License, and by using the Premises described herein, the Licensee agrees to comply with and be bound by the terms and conditions described or referenced herein during all construction, installation, ownership, use, operation, maintenance, termination, and relocation (if required and as hereinafter provided) activities of said Improvements.

10. OWNERSHIP OF IMPROVEMENTS: The Licensee shall at all times and at its sole expense, without any expense and/or liability whatsoever to the United States, Reclamation and/or the Association, construct, install, own, use, operate, maintain, and make necessary repairs to or replacements of the Improvements in a manner so as not to interfere with the proper use and operation of or cause injury or damage to any property or waters of the United States, property of the Association, and/or any other facilities or project works of Reclamation and/or the Association. The Licensee shall reimburse Reclamation and/or the Association for all injury or damage to said property, waters, other facilities, and/or project works arising out of the utilization of the rights granted pursuant to this License which is caused by the Licensee; and the Licensee shall promptly pay any invoice rendered therefore by Reclamation and/or the Association.

11. WATER: Nothing contained in this License shall be deemed to entitle the Licensee to, nor shall be construed as granting any rights to obtain water from the United States, and no wells shall be constructed or installed on the lands covered by this License.

12. TERM:

Improvements: This License, unless otherwise terminated as provided for in Article 13 herein, shall terminate twenty-five (25) years from the date hereof. This License may, upon written agreement of the parties, be extended for an additional twenty-five (25) year term. Any request for extension shall be filed by the Licensee, in writing, with the Area Manager not less than one hundred eighty (180) days prior to termination of the License.

13. TERMINATION:

(a) This License shall terminate, and all rights granted to the Licensee hereunder shall cease, and the Licensee shall quietly deliver to Reclamation possession of the Premises in like condition as when taken, reasonable wear and tear excepted:

(1) At the expiration of the term as provided in Article 12.

(2) For nonuse of the Premises by the Licensee for a period of two (2) years following the execution of this License, at the option of Reclamation.

(3) After failure of the Licensee to observe any of the conditions of this License, to include payment of any and all sums due to Reclamation as set forth herein, and on the tenth (10th) day following service of written notice on the Licensee of termination because of failure to observe such conditions. Any notice required by this Article shall be served by certified mail addressed to the respective post office addresses provided in Article 25, and the mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

(4) Reclamation may, at any time and at no cost or liability to the United States, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(5) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 (2016) if Reclamation determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security;

(ii) A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1) (2016); or

(iii) Termination is necessary for operational needs of the project.

(6) Reclamation may, at any time and at no cost or liability to the United States, terminate this License if it determines that the Licensee has used this License for any purpose other than its intended purpose.

(7) Reclamation may, at any time and at no cost or liability to the United States, terminate this License if the Licensee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

(8) Upon the expiration, termination, or revocation of this License, if all use fees and damage claims due Reclamation have been paid, the Licensee may be required, at the option of Reclamation, to remove any or all of the Improvements placed upon the Premises and shall restore the Premises to a condition satisfactory to the Area Manager. Should Licensee fail to remove the Improvements within 60 days of expiration, termination, or revocation of this License, the Area Manager may, on behalf of Reclamation, deny and prohibit any or all access to the Improvements and Premises. At the option of Reclamation, any remaining Improvements may become property of the United States or be removed at the expense of the Licensee. The Licensee shall promptly pay all expenses incurred by Reclamation for removal and restoration upon its receipt of an invoice for the same.

(9) Should this License be terminated, Reclamation, reserves the right to bar the Licensee from the authorization to use Reclamation withdrawn lands for a period of time, as determined by the Area Manager.

14. TERMINATION OF LICENSE BY THE LICENSEE: This License may be terminated at any time by the Licensee upon sixty (60) days written notice to Reclamation. Should the Licensee exercise its option to terminate this License, all rights granted the Licensee hereunder shall cease, and the Licensee shall quietly deliver to Reclamation possession of the Premises in like condition as when taken, reasonable wear and tear excepted.

15. ADMINISTRATIVE COSTS AND USE FEES: In accordance with regulations found at 43 CFR § 429.26 (a)(3), consideration for this License shall be waived.

16. EXCEPTIONS AND RESERVATIONS:

(a) Reclamation and the Association reserve the right of their officers, employees, and agents to at all times have unrestricted access and ingress to, passage over, and egress from all of the Premises to make investigations of all kinds, dig test pits and drill test holes, to survey for, operate, and maintain existing Reclamation works and other facilities, and to construct reclamation and irrigation works and other structures incident to Reclamation project needs and purposes. Reclamation and the Association shall have no obligation to restore the Licensee' Improvements if Reclamation and the Association exercise their rights reserved herein. All costs, expenses, obligations, and duties, to restore any part of the Licensee's Improvements shall be incurred by the Licensee.

(b) The rights granted hereunder shall not be exclusive in character and Reclamation and the Association reserve to themselves, their successors and assigns, the right against the Licensee to use any or all of the Premises, which is or may be crossed, or upon which irrigation and drainage facilities and works of Reclamation and the Association have been constructed, and to construct, reconstruct, operate, and maintain therein and thereon works including, but not limited to, dams, dikes, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, and appurtenant irrigation and drainage structures which may be needed or useful in connection with or as part of canals, laterals, and other irrigation and drainage facilities without any payment by Reclamation or the Association, its successors and assigns, for the exercise of such right. The Licensee agrees that if the construction, reconstruction, installation, operation, or maintenance of any or all of such works of Reclamation, on or across the Premises, should be made more expensive by reason of the existence of the Licensee's Improvements, such additional expense may be estimated by Reclamation or the Association whose estimate shall be final and binding upon the parties hereto, and within thirty (30) days after demand is made upon the Licensee for payment of any such sums, the Licensee shall make payment thereof to Reclamation and the Association, its successors and assigns, for constructing, operating, or maintaining such works across, over, under or upon the Premises.

(c) Reclamation and the Association reserve the right to inspect the Licensee's Improvements under the terms of this License both during the progress of construction and upon completion thereof and anytime thereafter.

(d) Jurisdiction of and supervision by Reclamation over the Premises is not surrendered or subordinated by issuance of this License and Reclamation reserves the right to issue additional use authorizations and other agreements for compatible use of the Premises.

17. TERMS AND CONDITIONS: In use of the Premises, the Licensee shall faithfully observe each of the following conditions:

(a) The Licensee, at its sole expense, shall construct, install, own, use, operate, and maintain Licensees' Improvements in conformity with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, including but not limited to, those relating to pollution and environmental control.

(b) The Licensee shall be solely responsible for, and insure that, said Improvements are installed in accordance with Exhibits A and B, as approved by the Area Manager and the Association.

(c) All construction, reconstruction, installation, ownership, use, operation, and maintenance activities undertaken pursuant to this License shall be in conformity with the specifications approved in advance by the Area Manager and the Association and shall be conducted by the Licensee at all times in a manner satisfactory to the Area Manager and the Association.

(d) The Licensee shall at all times, and at its sole expense, operate and maintain and make necessary repairs and replacements on said Licensee Improvements in a good and workmanlike manner so as not to interfere with the proper use and operation of, or caused injury or damage to any property, irrigation, and drainage facilities, or works of Reclamation. All equipment installed, operated, and maintained pursuant to this License will be maintained in a safe condition satisfactory to the Area Manager and the Association. The Licensee will reimburse Reclamation for all injury or damage to property, irrigation and drainage facilities, or works of Reclamation arising out of the utilization of the rights granted pursuant to this License which is caused by the Licensee, its officers, agents, or employees, and the Licensee will promptly pay any bills rendered therefore by Reclamation.

(e) During construction and use of the Premises, the Licensee shall carry out proper and efficient measures wherever and as often as necessary to reduce nuisance by dust, and to prevent dust which has originated from its operations from damaging any other properties or causing a nuisance to persons.

(f) The Licensee shall reimburse Reclamation and the Association for any and all costs and expenses incurred in the defense of any action which challenges the Licensee's use of the Premises.

(g) The rights granted by this License are subject to any and all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies and directives and standards, existing or hereafter promulgated, and rights of Reclamation, the United States, and to existing rights in favor of the public or third parties. The Licensee agrees that it is its sole responsibility to make whatever arrangements as are necessary to obtain such rights as may be required of the Licensee from any other party or parties holding any other interests.

(h) The Licensee shall notify the Area Manager and Association within ninety (90) days of substantial completion of installation, and within said ninety (90) days shall undertake customary and prudent measures to smooth, recontour, clean, remove debris, grade, scarify, repair, restore, or otherwise rehabilitate the lands, water, structures, and other facilities of Reclamation that were disturbed to a condition of appearance and stability comparable to the surrounding undisturbed lands, to the satisfaction of the Area Manager and Association.

(i) The Licensee shall not issue or grant easements, rights-of-way, land rights, leases, licenses, permits, crossing agreements, recreational or special use agreements, and shall not allow commercial ventures on the Premises. Any such use instruments shall be issued by Reclamation only.

(j) The Licensee shall ensure the Premises and surrounding area are maintained in a sanitary condition at all times.

(k) All trash and debris shall be removed upon leaving the Premises each day during construction activities.

(l) The Licensee shall not make any alteration of said Reclamation Facilities within the Reclamation lands and/or rights-of-way without prior written concurrence of Reclamation and the Association.

(m) The Licensee shall ensure that no unauthorized encroachment occurs, and no waste is committed, on Reclamation withdrawn lands under this License.

(n) The Licensee shall have the right to allow its agents, contractors, and subcontractors to use Reclamation withdrawn lands under this License for the purposes stated herein.

(o) The Licensee shall promptly reimburse Reclamation and/or the Association for all damages to Reclamation withdrawn lands, waters, other facilities, and/or project works, arising out of the construction, reconstruction, installation, operation, maintenance, use, termination, or removal by the Licensee of the Licensee's Improvements located on Reclamation withdrawn lands under this License, provided, however, that if Reclamation and/or the Association does not use the payment to repair such damages, Reclamation and/or the Association shall not recover additional payment for such damages at the time of termination of this License.

(p) The Licensee shall not use the Premises or permit the use thereof for any purposes except as set forth herein.

18. SPECIAL CONDITIONS: In use of the Premises, the Licensee shall faithfully observe each of the following conditions:

(a) Any construction and Improvement activity beyond the Premises is not authorized by the United States, Reclamation, or this License.

(b) Prior to commencing any construction activities, the Licensee shall obtain the Association's written approval and stipulations as indicated by the Association's issuance of a Construction Encroachment Permit to the Licensee and/or its contractor for the installation of Licensees' Improvements. Licensee shall insure coordination with Association prior to commencing any construction or installation activity, and during all construction, installation, operation, maintenance, replacement, repair and termination activities of the Licensees' Improvements within Reclamation's withdrawn and/or rights-of-way, including inspection as required by Reclamation and/or the Association during and after construction, and shall be conducted in strict compliance with all stipulations as set forth in said Construction Permit.

(c) The Licensee shall provide a construction schedule and seventy-two (72) hour notice to Reclamation prior to the start of any construction activity. Said seventy-two (72) hour notice shall be provided to Reclamation's Technical Support Office, Construction Services Group Manager, Mr. Alex Belous, at telephone No, 928-343-8314 and/or by electronic mail at abelous@usbr.gov, so that a Reclamation Inspector can attend any pre-construction meetings and be on site during construction and installation activities.

(d) The Licensee shall provide a construction schedule and seventy-two (72) hour notice to the Association prior to the start of any construction activity. Said seventy-two (72) hour notice shall be provided to the Association's Engineering Technician, Mr. Omar Peñuñuri at telephone No. 928-627-8824 so that an Association representative can attend any pre-construction meetings and be on site during construction and installation activities.

(e) The Licensee must follow Reclamation's requirements for crossing of Reclamation projects and other facilities which are found in Reclamation's "Engineering and O&M Guidelines for Crossings – Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)" as described and depicted on Exhibit C, attached hereto and by this reference made a part hereof.

(f) The Licensee shall be solely responsible for, and insure that, Reclamation and Association projects and other facilities, projects and /or other related facilities, and Reclamation withdrawn lands and waters, Reclamation Facilities and appurtenant structures, are protected during the construction, installation, use, operation, maintenance, termination, or relocation activities authorized herein.

(g) The Licensee shall be liable for any costs associated with repairs of Reclamation and/or the Association facilities, structures, or project works of Reclamation if damaged during the construction, installation, use, operation, maintenance, termination, or relocation activities authorized herein.

(h) The Licensee shall be solely responsible for, and insure that, Reclamation Facilities and appurtenant structures are protected during all Improvement activities. Licensee will be liable to Reclamation for any costs associated with repairs of structures, other facilities, or project works of Reclamation if damaged during such activities.

(i) The Licensee shall protect all properties owned and/or previously permitted by Reclamation within its withdrawn lands and rights-of-way.

(j) The Licensee shall be solely responsible for, and insure that, Reclamation and the Association have access to the Premises at all times during construction, installation, use, operation, maintenance and termination activities of Reclamation Facilities and appurtenant structures and/or Reclamation Facilities. Nothing shall prevent Reclamation and/or the Association from construction, operation, maintenance, removal, expansion, improving, relocation and/or replacement of Reclamation Facilities and appurtenant structures and/or Reclamation Facilities, or the delivery of water through these facilities.

(k) Any provider intending to install or construct any utilities and/or other improvements on the Premises not specifically authorized by this License shall make separate application to Reclamation and/or the Association for authorization and right-of-use prior to any construction or installation.

(l) The Licensee shall be solely responsible for, and ensure that, no material of any kind is discharged into Reclamation and/or Association facilities.

(m) The Licensee shall restore and repair, if necessary, the Premises and surrounding area to its original condition or improved and in a manner satisfactory to Reclamation and the Association.

(n) Reclamation and the Association retain all rights previously reserved and the authority to enter upon the Premises.

(o) Reclamation and the Association maintain the right to require that Licensee remove the Improvements if deemed necessary for maintenance or related activities performed within Reclamation Facilities and appurtenant structures, withdrawn lands and/or other facilities.

(p) Any damage to the Licensee's Improvements or its related features caused by operation and maintenance activities of Reclamation and/or the Association on project works and/or other facilities shall be the sole responsibility of the Licensee to repair and/or replace, and the United States, Reclamation, and/or the Association shall have no financial responsibility for any such repairs and/or replacements.

(q) The Licensee shall reimburse Reclamation and/or the Association for any additional costs incurred in the operation and maintenance of Reclamation and/or Association other facilities which are attributable to the Licensee's Improvements and its related features.

(r) Within ninety (90) calendar days of the completion of the construction and installation of the Licensee's Improvements, the Licensee shall furnish Reclamation and the Association each with as-built drawings depicting the location, elevation, and depth and dimensions of said Improvements, as installed. Said drawings shall be provided to Reclamation and the Association to include one (1) 11x17 sized set of drawings, one copy in PDF format, and one electronic copy of the drawings in AutoCad format, or compatible. Electronic drawings shall be provided to Reclamation by e-mail to Ms. Anna Sander, Realty Technician at: asander@usbr.gov.

(s) In case of emergency involving the withdrawn lands Reclamation Facilities, the Licensee shall immediately notify Reclamation at telephone No. 928-343-8100 and the Association at telephone No. 928-627-8824.

(t) The Licensee hereby agrees to incur all costs, expenses, obligations, and duties to restore the Licensee's Improvements in the event Reclamation and/or the Association exercise their rights reserved herein.

(u) Reclamation will accept no responsibility for the structural adequacy of the Improvements. Approval is based on the construction and installation of the Improvements only.

(v) This authorization to use Reclamation's withdrawn and rights-of-way shall not be construed as a grant of any permanent ownership and/or interest or as abandonment by the United States or Reclamation of any rights, including but not limited to, use and occupancy of the Premises, and/or Reclamation's withdrawn and rights-of-way.

(w) All on-site personnel will be personally instructed by Licensee regarding the above-listed conditions.

GENERAL PROVISIONS

19. HOLD HARMLESS:

(a) Reclamation: The Licensee hereby agrees to indemnify and hold harmless Reclamation, its officers, employees, agents, and assigns, from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Licensee's activities under this License. Additionally, except for acts of negligence, the Licensee releases Reclamation, its officers, employees, agents, and assigns, from any and all liability for damage arising from injury to persons or damage to structures, equipment, improvements, or works of the Licensee resulting from the construction, reconstruction, operation, or maintenance of any of the works of Reclamation. Provided, however, that nothing contained in this clause shall be deemed to modify or limit any liability which may be imposed by the Federal Tort Claims Act, 28 U.S.C. § 2671-2680.

(b) Association: The Licensee shall indemnify, defend, and hold harmless the Association, its officers, directors, employees, agents, representatives, successors, and assigns, from and against all claims, costs, losses, damages, demands, liabilities, and expenses (including, but not limited to, all fees and charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) of any kind or character arising out of or relating to:

(1) Any act or omission by the Licensee or its representatives, to include its employees, agents, contractors, subcontractors, or any other persons directly or indirectly employed by any one of the foregoing, or reasonably under the control of any of the foregoing, or for whose acts any of the foregoing may be liable (collectively, "Representatives"), in connection with the rights granted to Licensee pursuant to this License;

(2) Any violation or alleged violation by the Licensee or its Representatives of any law or regulation now or hereafter enacted;

(3) Any breach by the Licensee of its obligations under this License; and

(4) Any enforcement by the Association of any provision of this License; provided, however, the foregoing indemnification shall not apply to the extent any claim is ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Association, its officers, directors, employees, agents, representatives, successors, and assigns.

20. DISCOVERY OF CULTURAL RESOURCES: The Licensee shall immediately provide a verbal notification to Reclamation's Environmental Planning and Compliance Group Manager at telephone No. 928-343-8100 of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on or within the Premises. The Licensee shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include but are not limited to historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities authorized under this License. The Licensee shall immediately cease its activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of the Licensee.

21. CLEAN AIR AND WATER: The Licensee agrees as follows:

(a) To comply with all Federal, State, and local requirements of the Clean Air Act of 1955, Pub. L. No. 84-159, 69 Stat. 322, as supplemented and amended (CAA), and the Federal Water Pollution Control Act of 1948, Pub. L. No. 80-845, 62 Stat. 1155, as supplemented and amended (CWA); and

(b) To obtain written permission from Reclamation prior to conducting any activities that require permits, plans, or certificates under the CAA or the CWA; and

(c) To provide Reclamation with a copy of any correspondence between the Licensee and any regulatory agency concerning CAA or CWA compliance, including but not limited to copies of permit applications, permits, reports, notices of violation, or enforcement actions; and

(d) To take immediate and effective action to correct any violation related to the CAA or the CWA. The Licensee shall provide Reclamation with a narrative description of the violation, the actions taken by the Licensee, the date the violation began, the date that the Licensee became aware of the violation, and the date that the Licensee returned to compliance; and

(e) To take action to comply with any changes to the CAA and the CWA within the schedule required by the regulation, rule, or guidance.

22. HAZARDOUS MATERIALS: During the performance of any activity on the Premises, the Licensee agrees as follows:

(a) The Licensee shall not allow contamination or pollution of withdrawn lands, waters, other facilities, and/or project works of Reclamation for which the Licensee has the responsibility for care, operation, and maintenance by its Representatives and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Licensee shall comply with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Reclamation withdrawn lands, waters, facilities, and/or project works.

(c) "Hazardous material" shall mean any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675 (2012), and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Reclamation withdrawn lands, waters, facilities, and/or project works, the Licensee shall initiate emergency measures to protect health and safety and the environment if necessary and shall provide notice of such discovery with full details of the actions to Reclamation's Environmental Planning and Compliance Group Manager at telephone No. 928-343-8100. Additionally, all spills regardless of size shall be reported to Reclamation's Environmental Planning and Compliance Group Manager. Such notice shall be within a reasonable time period but not to exceed twenty-four (24) hours from the time of discovery if it is an emergency, and the first (1st) working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of this Article, upon which the Licensee does not take immediate corrective action, shall constitute grounds for termination of this License and shall make the Licensee liable for the cost of the full and complete remediation and/or restoration of any resources, lands, waters, projects and/or other facilities of Reclamation that are adversely affected as a result of the violation.

(f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any entered subcontract or third-party contract authorized by this License.

(g) Reclamation agrees to provide information necessary to the Licensee for using reasonable diligence to comply with the provisions of this Article.

23. PESTICIDES: In use of the Premises:

(a) The Licensee shall not permit the use of any pesticides on withdrawn, waters, other facilities, or project works of Reclamation without prior written authorization from Reclamation. The Licensee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days prior to pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and furnished to Reclamation no later than five (5) working days after application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Licensee shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to Reclamation with full details of the actions taken. Reporting must be made within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first (1st) working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written authorization from Reclamation.

(g) The Licensee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any entered subcontract or third-party contract authorized by this License.

24. NONDISCRIMINATION: The Licensee hereby agrees as follows:

(a) To comply with Title VI of the Civil Rights Act of 1964, § 601, Pub. L. No. 88-352, 78 Stat. 241, as supplemented and amended, which provides that "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17 (2016). For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.202(h) (2016).

(b) To comply with the Rehabilitation Act of 1973, § 504, Pub. L. No. 93-112, 87 Stat. 355, as supplemented and amended, which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance. For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.12(e) (2016).

(c) To comply with the Age Discrimination Act of 1975, as supplemented and amended, 42 U.S.C. §§ 6101-6107, and the general age discrimination regulations at 45 CFR § 90 (2016) which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17 (2016). For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.303(h) (2016).

(d) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participates receiving Federal financial assistance hereunder, to comply with the requirements of these provisions.

25. NOTICES: Any notice, demand, authorization, or request required to be made or given herein shall be served via hand delivery, with signed receipt of acceptance, or by certified mail addressed to the respective addresses given herein and the hand delivery or mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

(a) Any notice, demand, authorization, or request required by this License to be made or given to or upon Reclamation, or the United States, except as otherwise provided herein, shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the Area Manager, Yuma Area Office, Bureau of Reclamation, 7301 Calle Agua Salada, Yuma, Arizona 85364.

(b) Any notice, demand, authorization, or request required by this License to be made or given to or upon the Association shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the Manager, Yuma County Water Users' Association, P.O. Box 5775, Yuma, Arizona 85366-5775.

(c) Any notice, demand, authorization, or request required by this License to be made or given to or upon the Licensee shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the City of San Luis, Community Development, 1090 East Union Street, P.O. Box 3750, San Luis, Arizona 85349.

(d) The designation of the person to or upon whom any notice, demand, authorization, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this Article for other notices.

26. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or Resident Commissioner, and no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part of this License or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this License if made with a corporation or contractor for its general benefit.

27. COVENANT AGAINST CONTINGENT FEES: The Licensee warrants that no person or agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, Reclamation shall have the right to annul this License without liability or in its discretion to require the Licensee to pay, in addition to the right-of-use consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

28. ILLEGAL USE: Any activity deemed to be illegal on Reclamation withdrawn lands, waters, project works, or other facilities, shall be cause for immediate termination of this License.

29. EFFECT OF LICENSE: This License sets forth the intention of the parties hereto as to the purposes set forth herein and Reclamation, makes no other claim or warranty, expressed or implied, as to its extent or validity.

30. NO WARRANTY: Reclamation makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

31. FURTHER ASSURANCES: The parties hereto shall execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this License.

32. ARTICLE HEADINGS: The Article headings referenced in this License are included for convenience only and the parties intend that they shall be disregarded in interpreting this License.

33. EXHIBITS: Except as otherwise provided herein, all exhibits attached to this License are incorporated into this License by reference herein and made a part hereof.

34. SUCCESSORS AND ASSIGNS: This License is personal, revocable, and nontransferable and except as otherwise provided herein, shall not be construed as granting to the Licensee any permanent right, title, or interest in the Premises, other facilities, or project works of Reclamation. This License shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto; provided, however, that no assignment or transfer of any of the rights of the Licensee hereunder shall be made without the prior written License of Reclamation.

35. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

IN WITNESS WHEREOF, the parties hereto have signed their names to this CONTRACT AND GRANT OF LICENSE which shall become effective the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____
Michael Norris
Area Manager
Yuma Area Office
Interior Region 8: Lower Colorado Basin
Bureau of Reclamation
Department of the Interior

Date: _____

ACCEPTANCE:

CITY OF SAN LUIS

By: _____

Title: _____

Date: _____

CONCURRENCE:

YUMA COUNTY WATER USERS' ASSOCATION

By: _____

Title: _____

Date: _____

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this ___day of _____, 2022, before me, _____, a Notary Public in and for said County and State personally appeared_____, Area Manager, Yuma Area Office, Interior Region 8: Lower Colorado Basin, Bureau of Reclamation, United States Department of the Interior, known to me to be the person described in the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of the United States of America in the capacity therein stated and for the purpose therein contained.

Name

(Notary Seal) _____ Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract and License
Date of Document	
Number of Pages	18 and Exhibits A, B, and C
Additional Signers (other than those named in the notarial certificate)	City of San Luis Yuma County Water Users' Association

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this ___day of _____, 2022, before me, _____, a Notary Public in and for said County and State personally appeared_____, Area Manager, Yuma Area Office, Interior Region 8: Lower Colorado Basin, Bureau of Reclamation, United States Department of the Interior, known to me to be the person described in the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of the United States of America in the capacity therein stated and for the purpose therein contained.

Name

(Notary Seal) _____ Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract and License
Date of Document	
Number of Pages	18 and Exhibits A, B, and C
Additional Signers (other than those named in the notarial certificate)	City of San Luis Yuma County Water Users' Association

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this ___day of _____, 2022, before me, _____, a Notary Public in and for said County and State personally appeared_____, Area Manager, Yuma Area Office, Interior Region 8: Lower Colorado Basin, Bureau of Reclamation, United States Department of the Interior, known to me to be the person described in the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of the United States of America in the capacity therein stated and for the purpose therein contained.

Name

(Notary Seal)

_____
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract and License
Date of Document	
Number of Pages	18 and Exhibits A, B, and C
Additional Signers (other than those named in the notarial certificate)	City of San Luis Yuma County Water Users' Association

City of San Luis
San Luis, Arizona
Location Map of Proposed New Right-of-Way

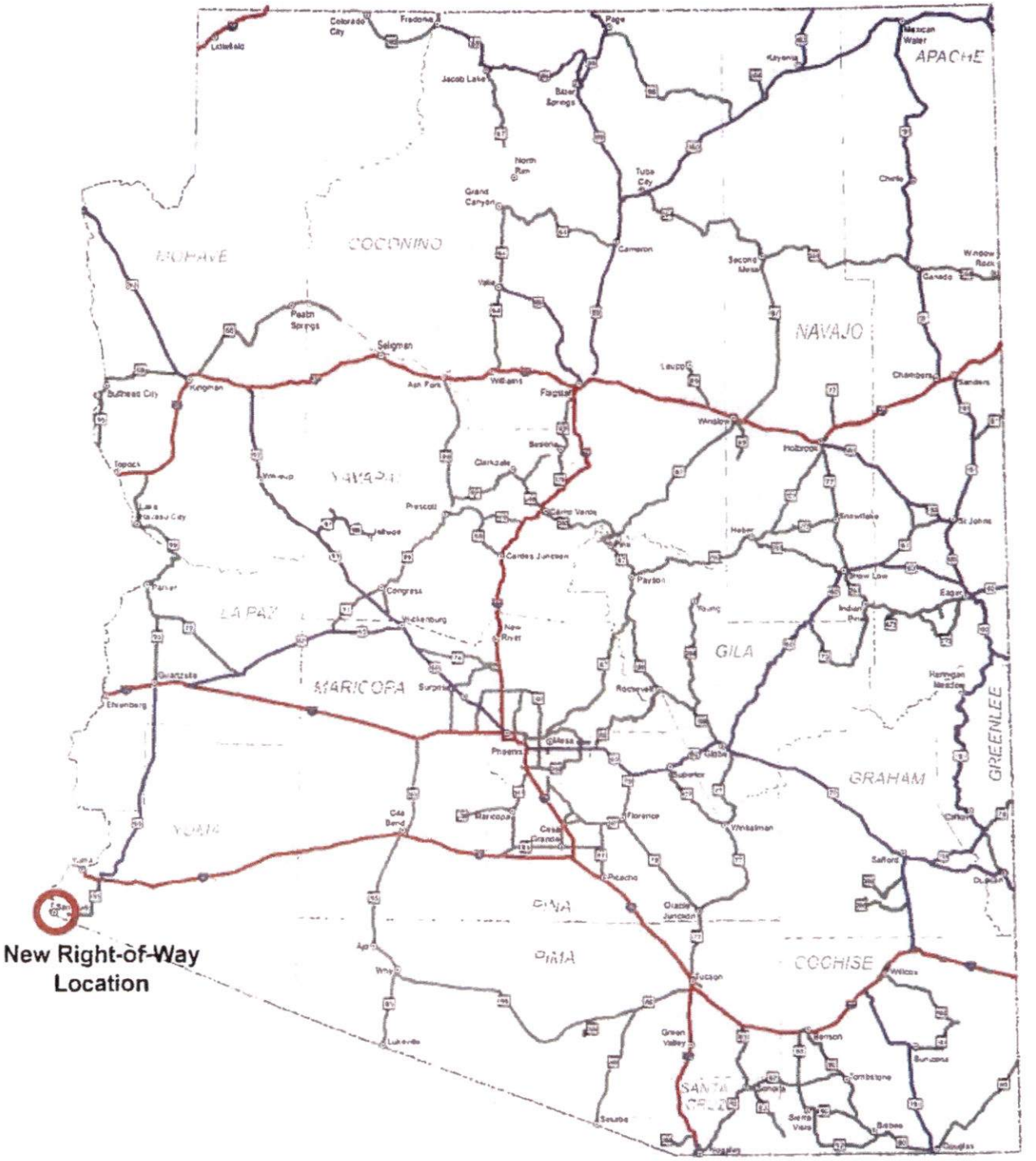
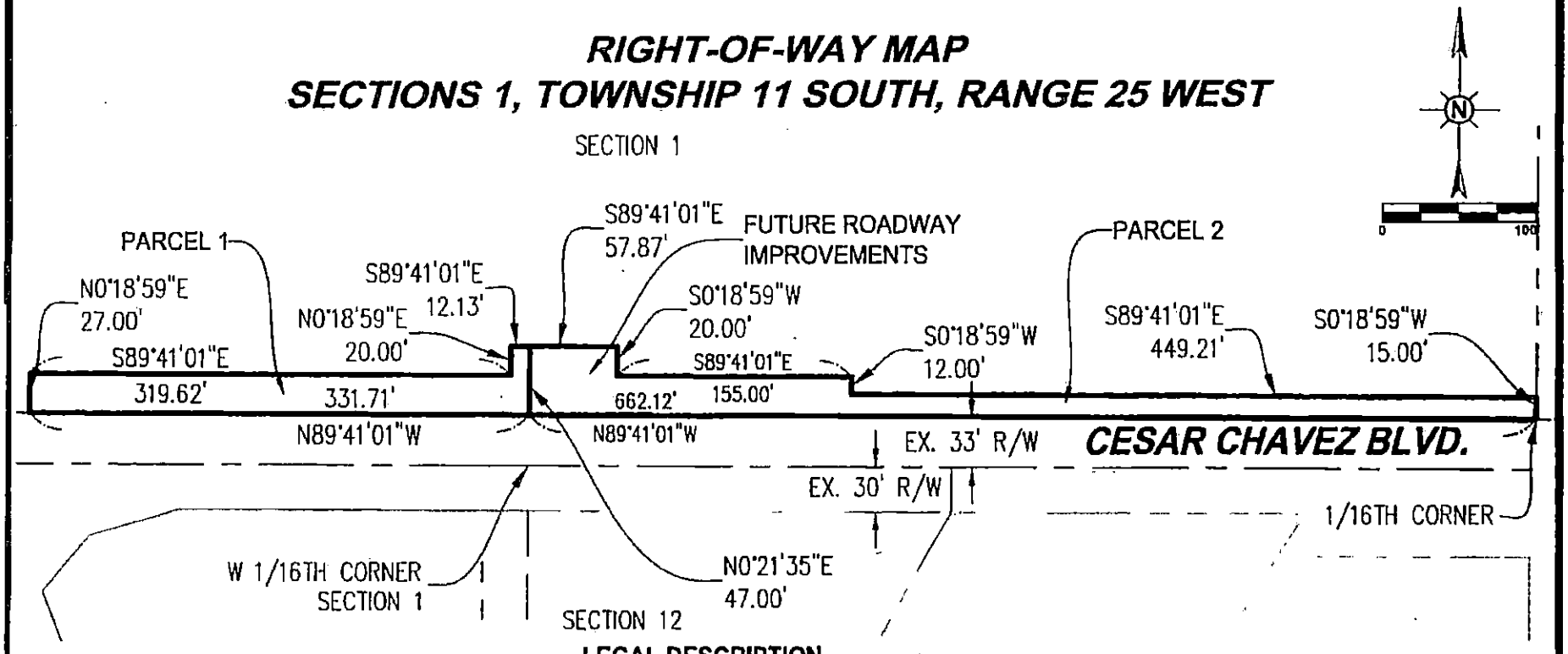


Exhibit A

Exhibit B - 7 Pages

RIGHT-OF-WAY MAP
SECTIONS 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST



LEGAL DESCRIPTION

Parcel 1

That part of the SW1/4 of the SW1/4 of Section 1, T. 11 S., R.25W., G.S.R.B.& M described as:
Beginning at the West 1/16th corner of Section 1;
Thence N0°21'35"W a distance of 33.00 feet to the True Point of Beginning;
Thence N89°41'01"W a distance of 331.71 feet;
Thence N0°18'59"E a distance of 27.00 feet;
Thence S89°41'01"E a distance of 319.62 feet;
Thence N0°18'59"E a distance of 20.00 feet;
Thence S89°41'01"E a distance of 12.13 feet;
Thence S0°21'35"W a distance of 47.00 feet to the True Point of Beginning;
Consisting of an area 9199 square feet (.21 Acres.)

Parcel 2

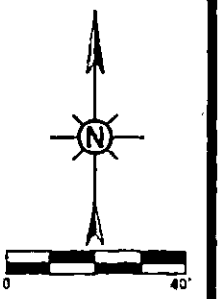
That part of the SE1/4 of the SE1/4 Section 1, T. 11 S., R.25W., G.S.R.B.& M described as:
Beginning at the West 1/16th corner of Section 1;
Thence N0°21'35"E a distance of 33.00 feet to the True Point of Beginning;
Thence N0°21'35"E a distance of 47.00 feet;
Thence S89°41'01"E a distance of 57.87 feet;
Thence S0°18'59"W a distance of 20.00 feet;
Thence S89°41'01"E a distance of 155.00 feet;
Thence S0°16'59"W a distance of 12.00 feet;
Thence S89°41'01"E a distance of 449.21 feet;
Thence S0°18'59"W a distance of 15.00 feet;
Thence N89°41'01"W a distance of 662.12 feet to the True Point of beginning;
Consisting of an area 13644 square feet (.31 Acres.)

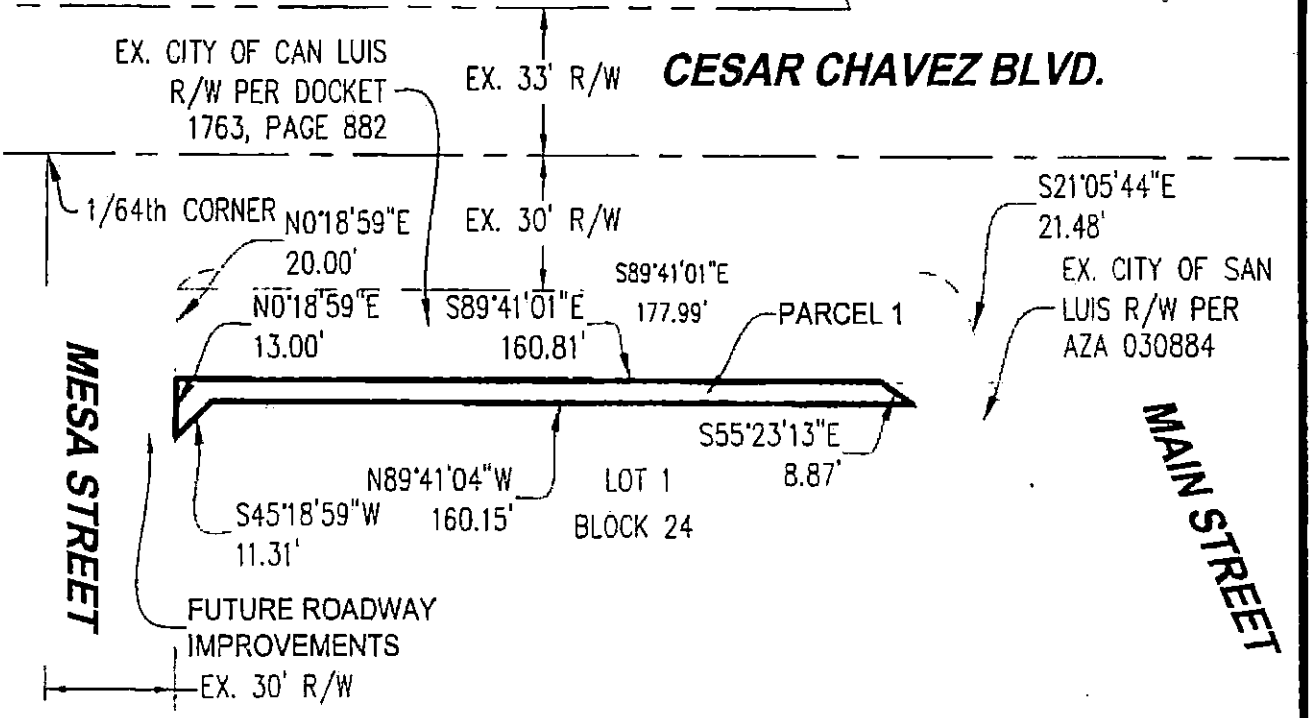
PREPARED BY	PREPARED FOR	RIGHT-OF-WAY MAP	
JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 1026 W. 24TH STREET, SUITE 2, YUMA, ARIZONA 85364 (928) 782-7926 WWW.JDACIVIL.COM	CITY OF SAN LUIS, ARIZONA 1090 EAST UNION STREET P.O. BOX 1170 SAN LUIS, ARIZONA 85349	SECTION 1, T. 11 S., R. 24W., G.S.R.B.&M.	Date 02/27/2020 Job No. CSL-06 Drawn RC Checked JVD

LEGEND

———	NEW RIGHT-OF-WAY
— — —	EXISTING RIGHT-OF-WAY
— - —	CENTERLINE
(M)	MEASURED
(R)	RECORD

RIGHT-OF-WAY MAP
A PART OF LOT 1, BLOCK 26
SAN LUIS TOWNSITE ADDITION
SECTIONS 12, TOWNSHIP 11
SOUTH, RANGE 25 WEST





LEGAL DESCRIPTION

Parcel 1

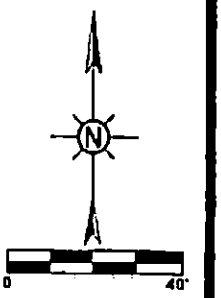
That part of Lot 1 of Block 26 of the San Luis Townsite Addition
Beginning at the 1/64th corner on the North line of section 12 at the intersection of Cesar Chavez Blvd. and Mesa Street;
Thence S89°41'01"E a distance of 30.00 feet,
Thence S0°18'59"W a distance of 50.00 feet to the True Point of Beginning,
Thence S89°41'01"E a distance of 160.81 feet,
Thence S55°23'13"E a distance of 8.87 feet;
Thence N89°41'01"W a distance of 160.15 feet;
Thence S45°18'59"W a distance of 11.31 feet;
Thence N0°18'59"E a distance of 13.00 feet to the True Point of Beginning;
Consisting of an area of 855 square feet (.02 Acres.)

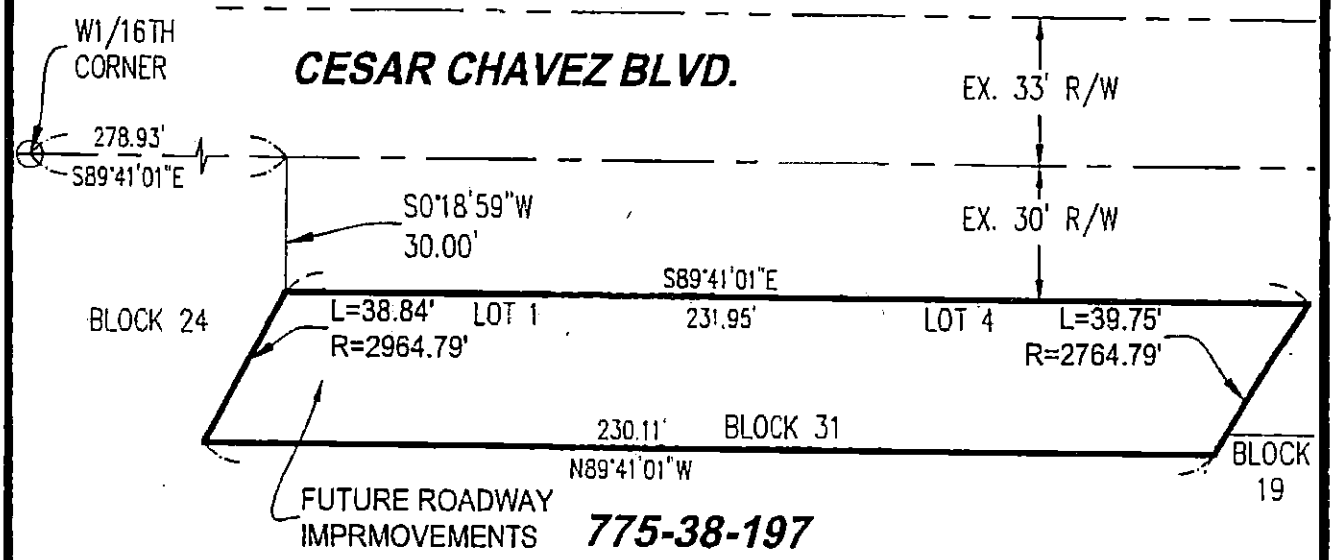
LEGEND

———	NEW RIGHT-OF-WAY
— — —	EXISTING RIGHT-OF-WAY
— - —	CENTERLINE
(M)	MEASURED
(R)	RECORD

PREPARED BY	PREPARED FOR	RIGHT-OF-WAY MAP	
JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 1025 W. 24TH STREET, SUITE 2 YUMA, ARIZONA 85364 (928) 782-7126 WWW.JDACIVIL.COM	CITY OF SAN LUIS, ARIZONA 1090 EAST UNION STREET P.O. BOX 1170 SAN LUIS, ARIZONA 85349	SECTION 12, T. 11 S., R. 24W., G.S.R.B &M.	Date 02/27/2020 Job No CS-06 Drawn RC Checked JVD

RIGHT-OF-WAY MAP
A PART OF LOTS 1 AND 4, BLOCK 31, SAN LUIS TOWNSITE ADDITION SECTIONS 12, TOWNSHIP 11 SOUTH, RANGE 25 WEST





775-38-197

U.S.A.

LEGEND

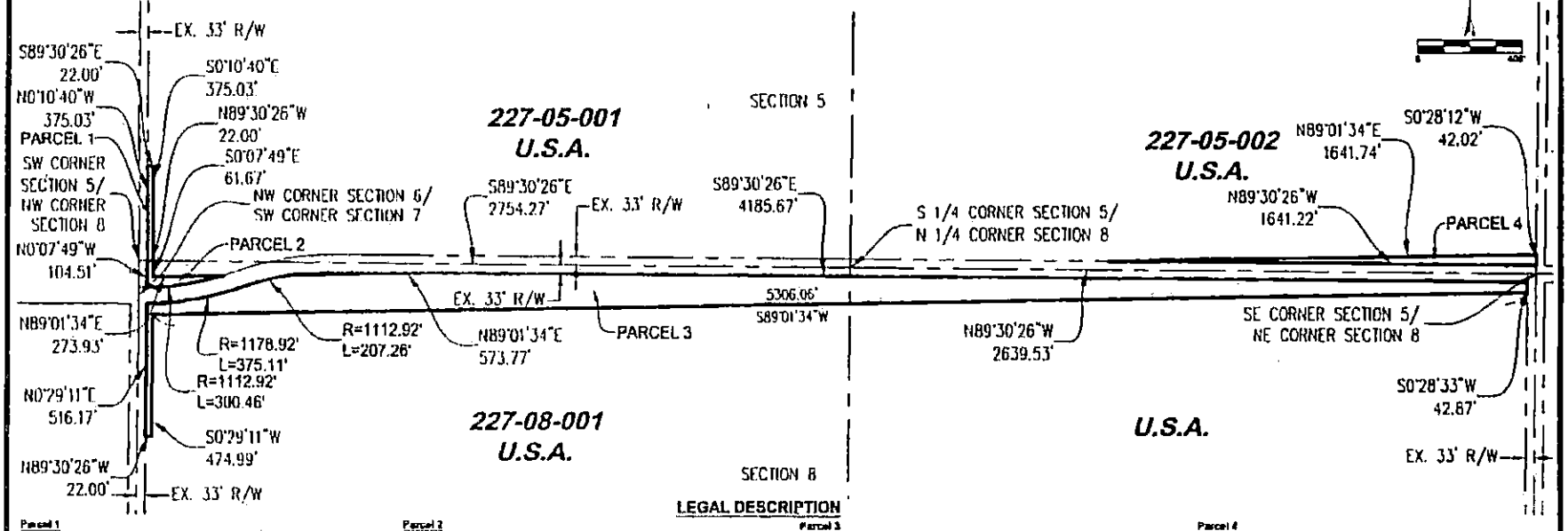
———	NEW RIGHT-OF-WAY
— — —	EXISTING RIGHT-OF-WAY
— · —	CENTERLINE
(M)	MEASURED
(R)	RECORD

LEGAL DESCRIPTION

That part of Block 31 of the San Luis Townsite Addition
Beginning at the Northwest corner of block 31;
Thence S89°41'01"E a distance of 231.95 feet;
Thence through a non-tangent curve to the left with a local tangent bearing of S31°56'23"W and a radius of 2764.79 feet a distance of 39.75 feet,
Thence N89°41'01"W a distance of 230.11 feet;
Thence through a non-tangent curve to the right with a local bearing tangent bearing of N28°50'18" and a radius of 2764.79 feet a distance of 38.84 feet to the True Point of Beginning
Consisting of an area of 7855 square feet (18 Acres)

PREPARED BY	PREPARED FOR	RIGHT-OF-WAY MAP	
JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 1625 W. 24TH STREET , SUITE 2, YUMA ARIZONA 85364 (928) 782-7926 WWW.JDACIVIL.COM	CITY OF SAN LUIS, ARIZONA 1090 EAST UNION STREET P.O. BOX 1170 SAN LUIS, ARIZONA 85349	SECTION 12 T 11 S., R. 25W , G S R.B &M	Date 02/27/2020 Job No CSL-06 Drawn RC Checked JVD

RIGHT-OF-WAY MAP
SECTIONS 5 AND 8, TOWNSHIP 11 SOUTH RANGE 24 WEST



LEGAL DESCRIPTION

Parcel 1
That part of Section 5, T 11 S , R.24W , G S R B & M described as
Beginning at the Southwest corner of Section 5;
Thence S89°30'26"E a distance of 33 00 feet to the True Point of Beginning;
Thence N0° 10'40"W a distance of 375 03 feet,
Thence S89°30'26"E a distance of 22 00 feet,
Thence S0° 10'40"E a distance of 375 03 feet,
Thence N89°30'26"W a distance of 22 00 feet to the True Point of Beginning
Containing of an area of 8250 square feet (19 Acres)

Parcel 2
That part of Section 8, T 11 S , R.24W , G S R B & M described as
Beginning at the Northwest corner of Section 8;
Thence S89°30'26"E a distance of 33 00 feet to the True Point of Beginning;
Thence continuing S89°30'26"E a distance of 22 00 feet;
Thence S0°07'49"E a distance of 61 67 feet,
Thence N89°01'34"E a distance of 273 93 feet;
Thence through a non tangent curve to the right with a local tangent bearing of S73°10'44"W and with a radius of 1112 92 feet and a length of 300 46 feet;
Thence N0°07'49"W a distance of 104 51 feet to the True Point of Beginning;
Consisting of an area of 9642 square feet (22 Acres)

Parcel 3
That part of Section 8, T 11 S., R.24W , G.S.R.B & M described as.
Beginning at the Northwest corner of Section 8;
Thence S0°07'49"W a distance of 134.06 feet to the Northwest corner of Section 7, T 11S., R24W;
Thence S0°29'11"W a distance of 33.48 feet;
Thence S88°43'56"E a distance of 33.02 feet to the True Point of Beginning and to the beginning of the tangent curve to the left;
Thence through said curve to the left with a radius of 1178.92 feet and a length of 375.11 feet;
Thence through a curve to the right with a radius of 1112.92 feet and a length of 207.26 feet;
Thence N89°01'34"E a distance of 573.77 feet;
Thence S89°30'26"E a distance of 4185.67 feet;
Thence S0°28'33"W a distance of 42.67 feet;
Thence S89°01'34"W a distance of 5306.06 feet;
Thence S0°29'11"W a distance of 474.99 feet;
Thence N89°30'26"W a distance of 22.00 feet,
Thence N0°29'11"E a distance of 516.17 feet to the True Point of Beginning;
Consisting of an area of 549055 feet (12.60 Acres.)

Parcel 4
That part of Section 8, T 11 S., R.24W., G.S.R.B & M described as:
Beginning at the Northeast corner of Section 8;
Thence N0°28'12"E a distance of 33.00 feet to the True Point of Beginning;
Thence N89°30'26"W a distance of 1641.22 feet;
Thence N89°01'34"E a distance of 1641.74 feet;
Thence S0°28'12"W a distance of 42.02 feet to the True Point of Beginning;
Containing of an area of 34482 square feet (.79 Acres)

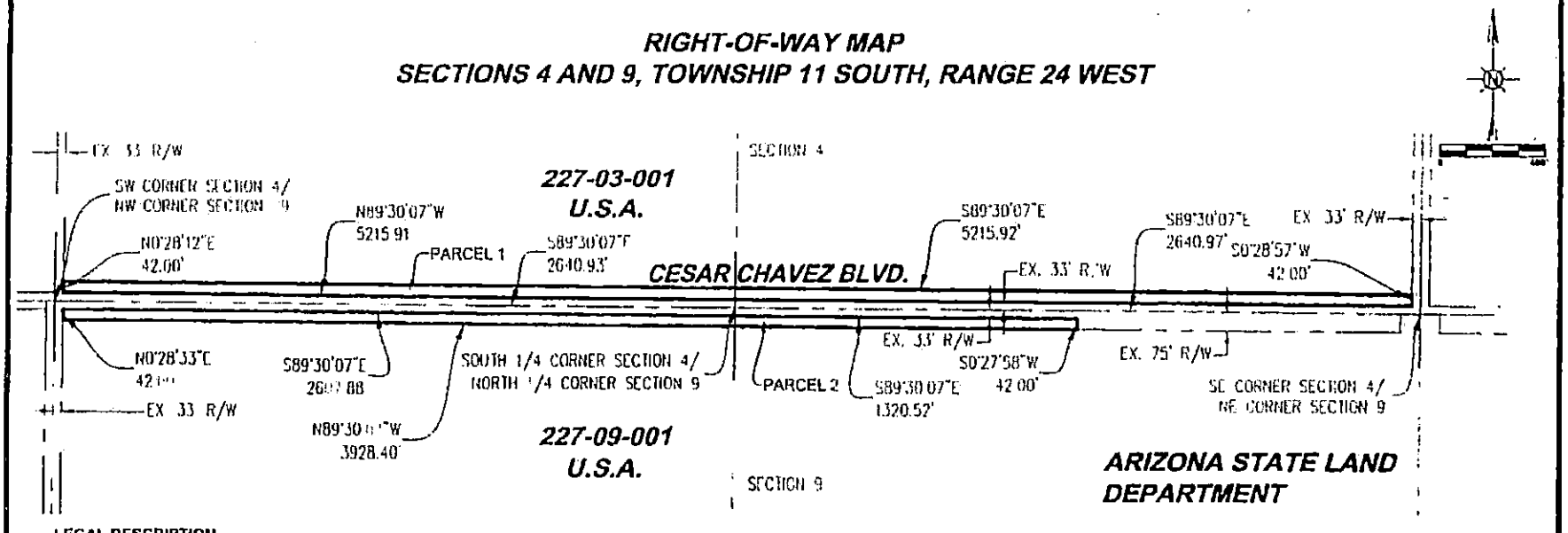
LEGEND

———	NEW RIGHT-OF-WAY
— — —	EXISTING RIGHT-OF-WAY
— · —	CENTERLINE
(M)	MEASURED
(R)	RECORD

PREPARED BY	PREPARED FOR	RIGHT-OF-WAY MAP	
JAMES DANEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS	CITY OF SAN LUIS, ARIZONA 1090 EAST UNION STREET P.O. BOX 1170 SAN LUIS, ARIZONA 85349	SECTION 5 AND 8, T 11 S , R. 24W , G.S.R.B.&M.	Date 02/21/2020 Job No. 531-08 Drawn AC Checked DJD

1 OF 1

RIGHT-OF-WAY MAP
SECTIONS 4 AND 9, TOWNSHIP 11 SOUTH, RANGE 24 WEST



LEGAL DESCRIPTION

Parcel 1
That part of Section 4, T. 11 S., R 24 W., G S R B & M described as
Beginning at the Southwest corner of Section 4;
Thence N0°28'12"E a distance of 33.00 feet;
Thence S89°30'07"E a distance of 33.00 feet to the True Point of Beginning;
Thence N0°28'12"E a distance of 42.00 feet,
Thence S89°30'07"E a distance of 5215.92 feet,
Thence S0°28'57"W a distance of 42.00 feet,
Thence N89°30'07"W a distance of 5215.91 feet to the True Point of Beginning;
Consisting of an area of 219068 square feet (5.03 Acres)

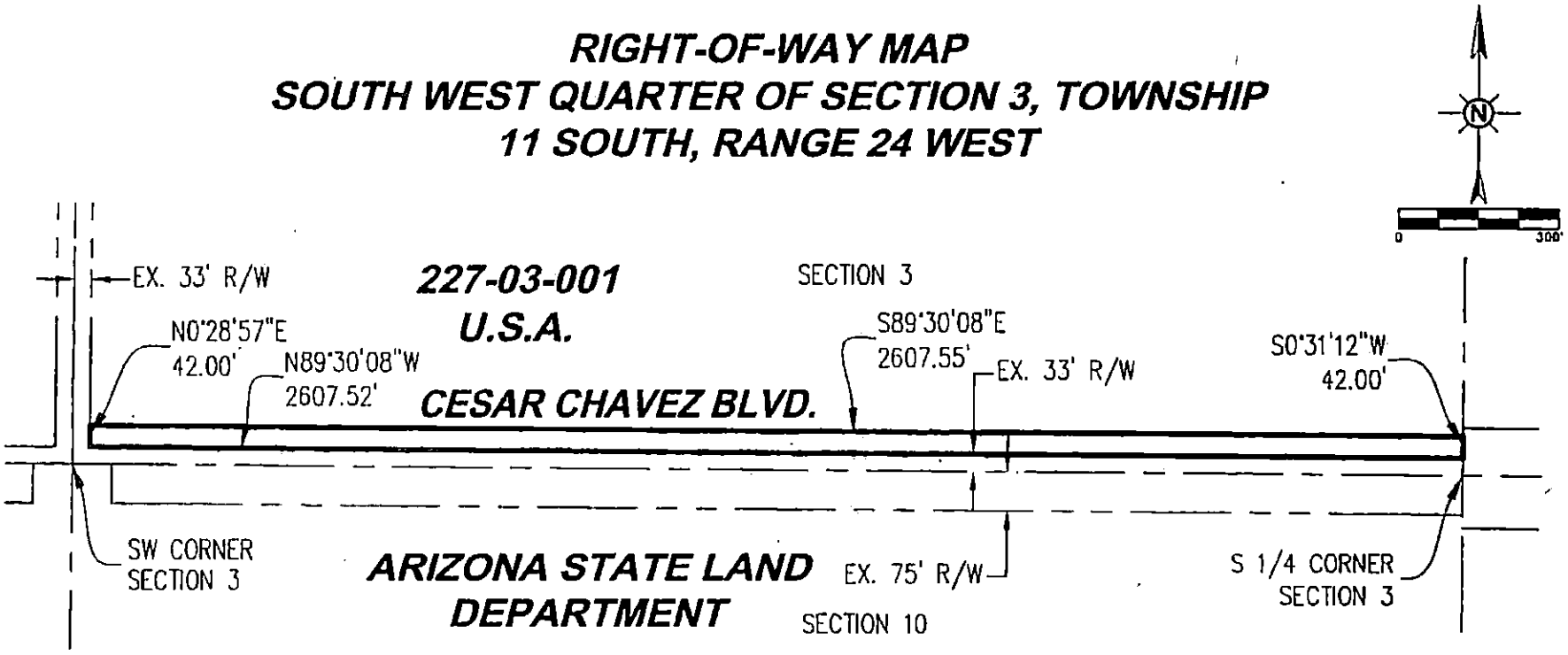
Parcel 2
That part of Section 9, T. 11 S., R 24W., G S R B & M described as
Beginning at the Northwest corner of Section 9,
Thence S0°28'33"W a distance of 33.00 feet,
Thence S89°30'07"E a distance of 33.00 feet to the True Point of Beginning;
Thence S89°30'07"E a distance of 3928.40 feet,
Thence S0°27'58"W a distance of 42.00 feet,
Thence N89°30'07"W a distance of 3928.40 feet,
Thence N0°28'33"E a distance of 42.00 feet to the True Point of Beginning
Consisting of an area of 164992 square feet (3.79 Acres)

PREPARED BY	PREPARED FOR	RIGHT-OF-WAY MAP	
JAMES DANIEL AND ASSOCIATES CONSULTING CIVIL ENGINEERS	CITY OF SAN LUIS, ARIZONA 1090 EAST UNION STREET P.O. BOX 1170 SAN LUIS, ARIZONA 85349	SOUTH HALF SECTION 4 AND NORTH HALF SECTION 9, T. 11 S., R. 24W., G S R B &M.	Date 02/27/2009 Job No. 531.09 Drawn RS Checked DD

LEGEND

———	NEW RIGHT-OF-WAY
- - -	EXISTING RIGHT-OF-WAY
·-·-	CENTERLINE
(M)	MEASURED
(R)	RECORD

RIGHT-OF-WAY MAP
SOUTH WEST QUARTER OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 24 WEST



LEGAL DESCRIPTION

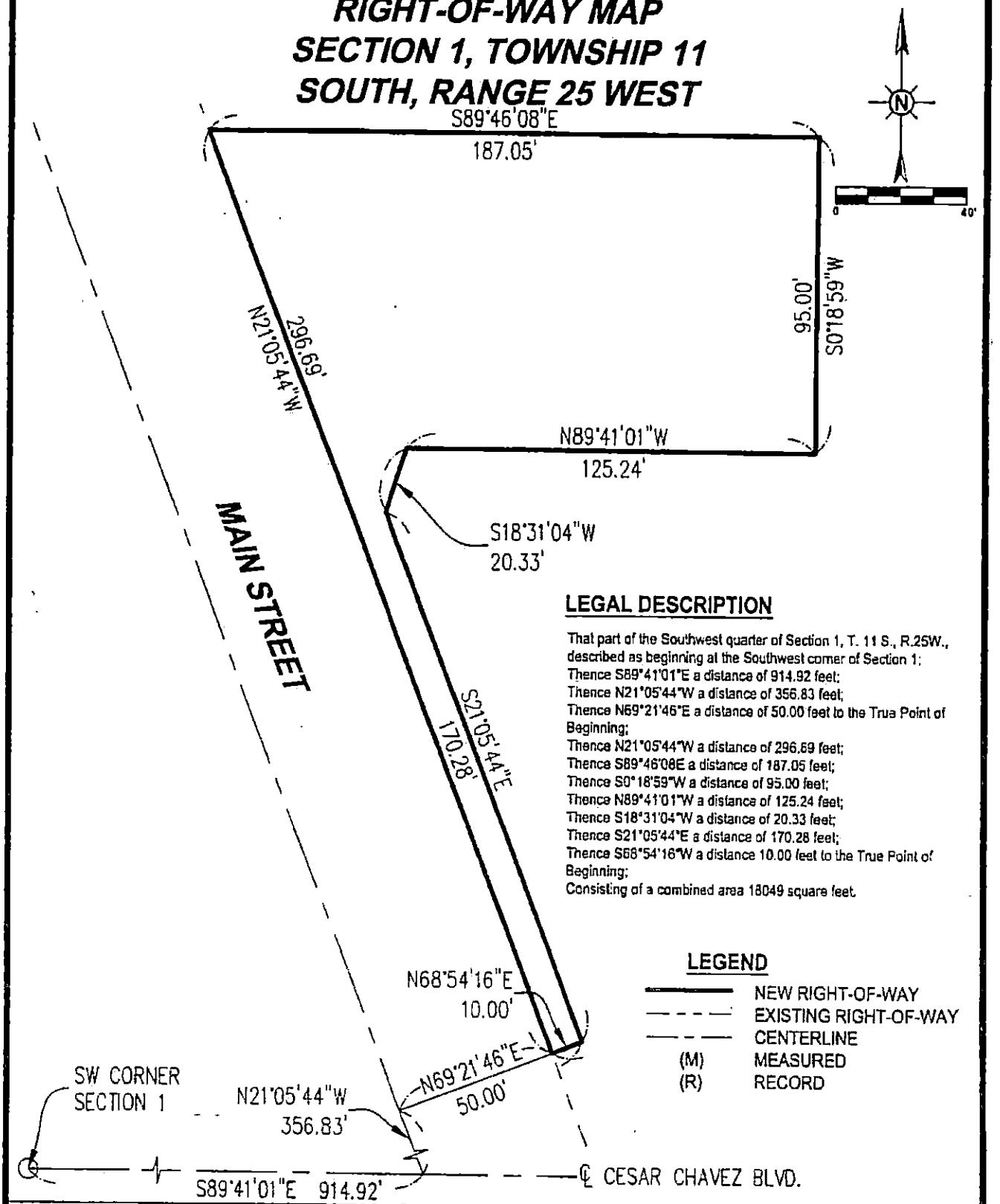
That part of Section 3, T. 11 S., R. 24W., G.S.R.B.& M described as:
Beginning at the Southwest corner of Section 3;
Thence N0°28'57"E a distance of 33.00 feet;
Thence S89°30'08"E a distance of 33.00 feet to the True Point of Beginning;
Thence N0°28'57"E a distance of 42.00 feet;
Thence S89°30'08"E a distance of 2607.55 feet;
Thence S0°31'12"W a distance of 42.00 feet;
Thence N89°30'08"W a distance of 2607.52 feet to the True Point of Beginning;
Consisting of an area of 109516 square feet (2.51 Acres.)

PREPARED BY	PREPARED FOR	RIGHT-OF-WAY MAP	
JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 1026 W. 24TH STREET, SUITE 2, YUMA, ARIZONA 85364 (928) 782-7926 WWW.JDACIVIL.COM	CITY OF SAN LUIS, ARIZONA 1090 EAST UNION STREET P.O. BOX 1170 SAN LUIS, ARIZONA 85349	SOUTHWEST QUARTER OF SECTION 3, T. 11 S., R. 24W., G.S.R.B.&M.	Date 02/27/2020 Job No. CSL-06 Drawn RC Checked JVD

LEGEND

———	NEW RIGHT-OF-WAY
— — —	EXISTING RIGHT-OF-WAY
— - —	CENTERLINE
(M)	MEASURED
(R)	RECORD

RIGHT-OF-WAY MAP
SECTION 1, TOWNSHIP 11 SOUTH, RANGE 25 WEST



LEGAL DESCRIPTION

That part of the Southwest quarter of Section 1, T. 11 S., R.25W., described as beginning at the Southwest corner of Section 1;
Thence S89°41'01"E a distance of 914.92 feet;
Thence N21°05'44"W a distance of 356.83 feet;
Thence N69°21'46"E a distance of 50.00 feet to the True Point of Beginning;
Thence N21°05'44"W a distance of 296.69 feet;
Thence S89°46'08E a distance of 187.05 feet;
Thence S0°18'59"W a distance of 95.00 feet;
Thence N89°41'01"W a distance of 125.24 feet;
Thence S18°31'04"W a distance of 20.33 feet;
Thence S21°05'44"E a distance of 170.28 feet;
Thence S68°54'16"W a distance 10.00 feet to the True Point of Beginning;
Consisting of a combined area 18049 square feet.

LEGEND

———	NEW RIGHT-OF-WAY
— - - —	EXISTING RIGHT-OF-WAY
— - - —	CENTERLINE
(M)	MEASURED
(R)	RECORD

PREPARED BY	PREPARED FOR	RIGHT-OF-WAY MAP	
JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 1035 W. 24TH STREET SUITE 2 YUMA ARIZONA 85364 (928) 782-7926 WWW.JDACIVIL.COM	CITY OF SAN LUIS, ARIZONA 1090 EAST UNION STREET P.O. BOX 1170 SAN LUIS, ARIZONA 85349	SECTION 1, T. 11 S., R. 25W., G.S.R.B.&M.	Date 8/07/2020 Job No. CSL-06 Drawn RC Checked JVD

RECLAMATION

Managing Water in the West

Engineering and O&M Guidelines for Crossings

Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)

U.S. Department of the Interior
Bureau of Reclamation
Technical Service Center
Denver, Colorado

April 2008

Exhibit C - 47 Pages

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Engineering and O&M Guidelines for Crossings

Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)

Acronyms and Abbreviations

AASHTO	American Association of State Highway and Transportation Official
AOE	authorized operating entity
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CPS	cathodic protection system
DOT	Department of Transportation
HDD	horizontal directional drilling
kV	kilovolt(s)
MERL	Materials Engineering and Research Laboratory
O&M	operations and maintenance
Reclamation	Bureau of Reclamation
ROW	right-of-way
WB-67	67-foot wheelbase

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Appendix A General Requirements for Installing Bored and Jacked Pipe Undercrossings

Appendix B Guidelines – Removal of Trees and Other Vegetative Growth from Earth Dams, Dikes, and Conveyance Features (Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines*)

1.0 PURPOSE

These are general guidelines for Bureau of Reclamation (Reclamation) offices to follow when reviewing the engineering and operations and maintenance (O&M) factors in outside entity requests for authorization to cross (encroach upon) Reclamation lands that contain project features such as levees, canals, pipelines, or other water conveyance facilities owned or administered by Reclamation. These guidelines include a general overview of the permitting process administered by Reclamation Lands Groups for allowing a particular use on lands where Reclamation holds a fee or an easement right-of-way interest. These engineering and construction recommendations are minimum guidelines for engineers to use in reviewing and evaluating these portions of the applications.

2.0 GENERAL PERMIT INFORMATION

Applicants requesting to cross any Reclamation land, facility, or water body must obtain a written land use authorization from Reclamation. Requirements for obtaining a use authorization to cross Reclamation project land and water surfaces are in the Code of Federal Regulations (CFR) at 43 CFR 429 and Reclamation Manual LND 08-01. The applicant must complete the *Standard Form (SF) 299*, **"Application for Transportation and Utility Systems and Facilities on Federal Lands,"** or similar forms in use at the local Reclamation office. The form can be obtained by contacting the involved Reclamation office, or it can be accessed electronically at Reclamation's Web site at: <http://www.usbr.gov/pmts/lands>.

Applicants can contact their local Reclamation office to discuss their proposed use before filing an application for a use authorization.

3.0 ENGINEERING AND O&M REVIEW CONSIDERATIONS

3.1 Introduction

Technical review of the crossing evaluates impacts on any existing Reclamation facility and **does not determine the adequacy of the crossing design for the applicant's intended purpose**.

The use authorization or consent document specifies criteria which, if followed, would not be deemed unreasonable interference. These review guidelines are strictly limited to those criteria which:

- Protect Reclamation's facility and/or appurtenant facility from damage
- Ensure unrestricted flow and quality of water in Reclamation's facility
- Do not diminish the ability to perform O&M of Reclamation's facility, including access
- Prevent any burden of liability

These guidelines are provided as recommendations that apply to most Reclamation facilities. Each Reclamation office and/or authorized operating entity (AOE) should apply these guidelines using **sound engineering judgment** that best applies to their facilities and existing conditions. Additional Reclamation guidelines for specific locations (e.g., Central Arizona Project Reach 11 Basin Guidelines) may also apply and may be provided to applicants when necessary. These guidelines are minimums, and local conditions may be more stringent depending on the direct impacts to facilities and lands. AOEs may have additional requirements.

Uses that may be deemed reasonable within Reclamation pipeline easements include greenbelts, asphalt roadways, flexible pavement parking lots, transverse curbs and gutters, and sidewalks. Canals and pipelines may have overhead power and telephone lines (but not their supporting poles), transverse fences with gated openings (no walls), and similar surface and overhead structures.

3.2 General

The following individual items should be addressed by the applicant and evaluated by Reclamation and/or AOE as they may affect the Reclamation facility's engineering and O&M aspects. If unusual conditions are proposed for the encroaching structure or unusual field conditions within a Reclamation facility right-of-way (ROW) are encountered, Reclamation reserves the right to impose more stringent criteria than prescribed in these guidelines.

1. Structures that should not be constructed on Reclamation pipeline or canal ROW (whether fee owned or easement) include foundations, buildings, garages, carports, trailers, street light standards, supports for large signs, walls, longitudinal fences (except security/safety fences), power or telephone poles, and similar surface structures.

2. Prior to construction, a joint inspection should be conducted and the condition of existing facilities documented. Reclamation's ROW should be restored to pre-existing conditions following completion of work.

3. When applications are requesting public use of trails and maintenance roads adjacent to or crossing Reclamation canals, these facilities should be fenced for safety to separate them from open canal water, except when Reclamation's ROW is used as a greenbelt and the applicant accepts legal hazard responsibility. Trails and maintenance roads should be fenced on an as-needed basis whenever such fencing is warranted for public safety, restricted access, security, etc. If a fence is allowed within Reclamation's ROW, Reclamation should approve the fence materials. Any gates allowed within Reclamation's ROW should be at least 16 feet wide. Reclamation will be provided with full access through any fences or gates.

4. Prior to construction of any structure that encroaches within a Reclamation pipeline or canal ROW, a "pothole excavation" should be made to determine the locations of any existing Reclamation and non-Reclamation facilities and their appurtenant features that may be affected. Potholing is the practice of digging test holes to expose underground utilities to determine the horizontal and vertical location of the utility.

   All work within 18 inches of the facility should be done using hand-held tools only. The excavation should be made by or in the presence of Reclamation and/or AOE personnel. The presence of a Reclamation and/or AOE inspector may be required throughout the excavation process, but this presence in no way relieves the applicant or their contractor of responsibility.

   The resultant elevation information should be delineated on the profile view and labeled as:

   POTHOLED ELEVATION XX.X
   Surface Elevation XX.X

   The pothole excavation should be filled in, or a safety fence installed, prior to departing the site each day.

5. If Reclamation facilities need to be modified to avoid adverse impacts from the applicant's crossing facility, the applicant should be responsible for the cost of such modifications.

6. A temporary permit may be required for visual inspections, ground and aerial surveys,[1] or potholing that requires physical entrance onto a Reclamation facility. **A use authorization or consent document issued by Reclamation and/or AOE should be obtained prior to entering or crossing Reclamation's ROW for any activity.**

7. Applications should include a project description, calculations, specifications, and detailed construction plans showing plan views, profiles and sections, and grading plans of proposed work within or adjacent to Reclamation's ROW. Plans should show an easily recognizable boundary (tied to a known corner) and Reclamation's ROW and Reclamation stationing or mile post designation.

   All Reclamation facilities should be shown and labeled (e.g., "Centerline of xx-inch Reclamation Pipeline," "Reclamation Communication and Control Cable," etc.) The type and weight of the construction equipment crossing Reclamation pipelines, roads, and bridges as well as the crossing locations should be included. Additional information, as identified in following individual specific feature sections of these guidelines, should also be included with the application for review.

   Any engineering or land survey drawing should contain the appropriate registered engineer's or land surveyor's stamp and signature. A construction schedule outlining the anticipated duration of the construction should be submitted. A minimum of two[2] copies of the application (including calculations, specifications, and plans) should be submitted to Reclamation and/or AOE for review and approval.

8. For crossings of all Reclamation facilities, Reclamation and/or AOE personnel familiar with the facilities (including cathodic protection systems) will obtain and provide copies of existing files showing information about existing buried facilities (center of pipeline, depth of cover, size of pipe, class of pipe, etc.) to the applicant.

9. Existing Reclamation facilities (e.g., canal lining, canal check structure, turnout structure, etc.) and appurtenances (e.g., existing blow-offs, air valves, vents, manholes, and/or cathodic protection test stations) and existing non-Reclamation facilities on Reclamation's ROW (e.g., petroleum pipelines, natural gas pipelines, communications lines, powerlines, water lines, sewer lines, storm drain lines, etc.) **should be protected** in place prior to and during construction.

[1] Aerial surveys require placing on-the-ground survey control markers.
[2] Revise per local Reclamation office and/or AOE practice.

The applicant and/or their contractor may be liable for all damages to Reclamation facilities and appurtenances as a result of construction and for any other damages or losses suffered by Reclamation or its water contractors, including power, irrigation, municipal and industrial water supply, and communication losses.

10. Trench excavation should comply with the most current Occupational Safety and Health Administration standards or Reclamation Health and Safety Standards, whichever are more stringent. Trench backfill should be placed in 4- to 6-inch lifts if hand compacted or no more than 8-inch lifts if power compacted. Trench backfill within Reclamation's ROW should be compacted to 95 percent relative compaction (ASTM D 698, Standard Proctor) (or 90 percent of ASTM D 1557). Mechanical compaction using heavy equipment (greater than 2,000 pounds) should not be used within 18 inches of the Reclamation pipeline. Flowable fill (or controlled low strength material) should be substituted for compacted pipe embedment under canals and may be used when crossing pipelines.

11. Erosion control measures, including re-vegetation, should be implemented after completing construction.

12. If existing drainage features are to be modified during construction, detailed drawings showing the proposed drainage replacement/ restoration should be submitted with the application for review and approval. The applicant is responsible for the care and handling of storm water runoff both during and after construction.

13. The applicant should not divert surface runoff[3] toward Reclamation canal or canal embankments. The 100-year storm[4] surface runoff should use detention basins outside of Reclamation's ROW. Lined drainage channels should be designed to transfer flow from the detention basins to the existing cross drainage facilities that drained the original area. Also refer to "4.4 Storm Water Cross Drainage."

14. Proposed temporary or permanent modifications to the existing cover over Reclamation pipelines should be subject to review and approval by Reclamation and/or AOE. Design parameters for roadway, parking lot, and driveway crossings over the pipe should also be subject to review and approval by Reclamation and/or AOE.

[3] Subdivision or commercial development on the uphill side of canals that pave large areas and have large roof areas will greatly increase peak storm runoff—most city development requires retention basins. Applicants should provide the same retention basins that are required for similar development projects.

[4] Revise per Reclamation field office for specific canal if a higher storm frequency is required.

15. When a Reclamation pipeline system being crossed has pipe with an "A" cover pipe designation (less than 5 feet of earth), the applicant is to analyze the crossing to show "A" pipe load carrying capability exists to meet their carrying requirements or replace the "A" pipe with pipe of sufficient load carrying capability.

16. Reclamation's ongoing O&M activities should not be disrupted during construction. The primary or secondary operating road should be kept available for Reclamation and/or AOE use at all times.

17. Detectable warning tape may be required over below-ground utilities. Refer to "3.3 Detectable Warning Tape."

18. The points where the proposed utilities enter and exit Reclamation's ROW should be plainly and permanently marked by sign posts extending 5 feet above grade. Applicants should provide sign posts directly above their utilities and at all angle points within Reclamation's ROW. The distance between adjacent sign posts should not exceed 500 feet. Sign posts should contain the name of owner/operator, contents of the pipeline, utility identification, and emergency contact telephone number. Sign posts for angle points that lie within roads or canals should be offset and have a reference noted. The locations of the sign posts should be shown on the plans.

19. Following completion of work, applicants should provide as-built drawings of their facilities on Reclamation's ROW. Reclamation as-built drawings are to be updated by the appropriate Reclamation office and/or AOE to reflect the crossing. As-built drawings may be maintained by the AOE, but should remain accessible to Reclamation upon request.

3.3 Detectable Warning Tape

Detectable warning tape may be required over below-ground utilities situated within Reclamation's ROW and should be a minimum of 18 inches above the utility and between 18 and 30 inches below the ground surface. Warning tapes should conform to the following specifications:

a. For potable water lines, the warning tape should be a 3-inch-wide blue detectable tape imprinted with "**CAUTION BURIED POTABLE WATER LINE.**"

b. For nonpotable water lines, the warning tape should be a 3-inch-wide purple detectable tape imprinted with "**CAUTION BURIED NONPOTABLE WATER LINE.**"

c. For sewer and storm drain lines, the warning tape should be a 3-inch-wide green detectable tape imprinted with "**CAUTION BURIED (type) LINE.**"

d. For gas, oil, and steam chemical lines, the warning tape should be a 3-inch-wide yellow detectable tape imprinted with "**CAUTION BURIED (type) LINE.**"

e. For telecommunications, telephone, and television conduit(s), the warning tape should be a 3-inch-wide orange detectable tape imprinted with "**CAUTION BURIED (type) CONDUIT.**"

f. For electrical, street lighting, and traffic signal conduit(s), the warning tape should be a 3-inch-wide red detectable tape imprinted with "**CAUTION BURIED (type) CONDUIT.**"

4.0 SPECIFIC FEATURE REVIEW GUIDELINES

4.1 Bridges

1. New bridge crossings (vehicular, pedestrian, and utility) should be perpendicular (between 70 and 90 degrees) to the centerline of the water conveyance facility and at locations approved by Reclamation and/or the AOE. Exceptions to the policy may be considered on an individual basis.

2. Public use bridges in urban areas should be spaced no closer together than 1/3 mile (about 4 blocks or 1,700 feet) apart. This is to ensure O&M operations are not overly restricted.

3. Bridge crossings should be of free span design. Consideration of any anticipated (known or ongoing) canal subsidence issues, anticipated raising of the canal lining, or anticipated increases in the canal's high water level should be made. The minimum vertical clearance between the bottom of the superstructure and the top of the canal lining should be 3 feet. For unlined canals, the vertical clearance may be measured to the high water level. If this minimum clearance is reduced by subsidence or by future Reclamation modifications to the canal lining, the minimum clearance should be re-established at the applicant's expense. The minimum horizontal clearance from the face of the abutment to the top of the canal lining should be 5 feet. For unlined canals, the horizontal clearance may be measured to the high water level.

These clearances are suggested to minimize impact on the canal section during construction and future inspections and O&M. Applicants may request to re-construct a canal section if Reclamation's operations are impacted by close construction during periods when the canal is normally unwatered. If so, vertical clearances may be reduced to 1 foot and horizontal clearance to 3 feet.

4. Canal O&M roads should intersect public roads at bridges at right angles for proper visibility. This may require the applicant to acquire additional ROW for use if the existing canal ROW is not sufficient. American Association of State Highway and Transportation Official (AASHTO) criteria for sight distances at the intersection of O&M roads and roadways at new bridges should be met to allow O&M vehicles to cross them safely.

5. Driving piles at concrete-lined canals should not be permitted. Any abutment foundation support piles, at concrete-lined canals, should be drilled and cast-in-place.

   At a minimum, the applicant's drilling and piling plan should include:

   - Drilling methods and equipment
   - Methods for preserving existing foundation material
   - Methods and equipment to determine the presence of quick soil conditions or scouring and caving
   - The proposed method for casing installation and removal if casings are used
   - Methods and equipment for accurately determining the depth of concrete and actual or theoretical volume placed

   At a minimum, the applicant's contingency plan should include:

   - Means to repair in a certain time
   - Minimum flows after event
   - Review of geotechnical conditions surrounding the pile locations
   - Assessment of how the proposed mitigations will address geotechnical conditions
   - Methods for restoring foundation material

- A list of material, equipment, and personnel with qualifications to be used during mitigation work

- A seal from a Professional Engineer on all relevant plans and drawings

6. The submitted plan drawings for the bridge should contain the following information:

    a. Superstructure, abutments, railings, embankments, and drainage, including details and sections

    b. Type of materials (concrete, steel, timber, etc.) used for different members

    c. Details of cast-in-place foundation piles, if any, on both sides of the canal

    d. The elevation of the bottom of the superstructure and the clearance between the top of the canal lining (or high water level if unlined canal) to the superstructure or bottom of deck slab, whichever is lowest

    e. Design loadings

    f. Design standards on which the bridge is based (AASHTO, etc.)

7. The calculations and specifications for the bridge should be submitted to Reclamation and/or AOE for review.

8. The right lane turn radius from the new road onto a Reclamation operating road should comply with the provisions of a 67-foot wheelbase[5] (WB-67) truck turning template in the AASHTO manual on Geometric Design of Highway and Streets.

9. Details of any proposed utilities to be attached to an existing bridge include:

    a. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

[5] The field office should adjust these provisions according to anticipated needs.

b. Utilities should be placed and anchored under bridge decks and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.

c. If an expansion joint is used in the pipeline, the joint should be placed near the bridge deck expansion joint.

d. Holes through bridge concrete or abutment and retaining walls for passage of utilities should be allowed by core drilling. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.

e. Submit calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge for Reclamation review.

f. Intermediate supports for the utility should withstand the same seismic load considerations as the bridge.

g. Load limit signs should be placed adjacent to the bridge, as required under AASHTO criteria.

h. Beam guardrails should be installed at bridges and bridge approaches, as required under AASHTO criteria.

10. The applicant will be responsible for changes to Reclamation existing ROW; bridge O&M approach roads; existing fencing, gates, and signs; and the addition of new fencing, O&M gates, cattle guards, signs, etc.

4.2 Landscaping

1. No landscaping or other changes in ground surfaces within Reclamation pipeline and canal/lateral ROW should be made without advance written permission of Reclamation through the application process. Landscaping changes may (1) limit, prevent, or hamper O&M access; (2) increase the costs of operations and maintenance of the facility; (3) impact facility reliability; or (4) create a public nuisance or liability issue.

2. Open space with natural hiking trails and walkways may be permitted if vehicle access to Reclamation pipeline and appurtenant facilities for patrol and maintenance is provided.

3. The following may apply within Reclamation's ROW:

    a. The easement may be used as a greenbelt upon Reclamation approval.

    b. Ground cover and shrubs are permitted upon Reclamation approval.

    c. Trees and vines should not be allowed. See Appendix B of *Review of Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).

4. All temporary or permanent changes in ground surfaces within Reclamation pipeline and canal ROW are considered encroaching structures and are handled as such. Earthfills and cuts on adjacent property should not encroach onto Reclamation pipeline and canal ROW. Excavations of adjacent property (even property not within Reclamation's purview) within the projection of the Reclamation embankment line may impact embankment stability and should be evaluated.

5. Permanent landscaping structures should not be allowed within the exterior limits of a Reclamation linear facility ROW (fee owned or easement).

6. Pressurized lawn and park sprinkler irrigation lines (3-inch maximum size) and isolation valves within Reclamation easements that run parallel to a Reclamation pipeline should be installed at least 15 feet from the edge of the Reclamation pipeline.

    Irrigating lawns and flower beds along canal embankments should not overwater the area or threaten the embankment stability.

4.3 Roadway Crossing

Note: This type of encroachment also includes parking areas and recreational trails.

1. The applicant should submit a grading plan as part of the application.

2. If the roadway crosses a Reclamation pipeline system that has a cover pipe designation of "A," refer to "3.2 General."

3. If the applicant intends to modify existing drainage features during construction, detailed drawings showing the proposed drainage replacement/restoration should be submitted with the application for review and approval. (Refer to "3.2 General.")

4. If the proposed roadway includes a bridge crossing over a Reclamation canal or pipeline, Reclamation and/or AOE should review and approve the vertical clearance and location of the abutments. (Refer to "4.1 Bridges.")

5. Streets, roads, or parking areas crossing Reclamation pipeline easements are permissible. All streets, roads, and parking surfaces are to be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.

6. Roadway ditch drainage should not be allowed to flow into the canal. Drainage should be retained and released in a controlled way to maintain peak discharges that are less than any peak historical runoff rate before these modifications. Applicants should direct drainage to an original sub-basin cross drainage culvert or overchute. (Refer to "3.2 General" and "4.4 Storm Water Cross Drainage.")

7. If existing roadway embankments are to be widened, the work should be conducted in accordance with the provisions of construction in the applicable State Department of Transportation (DOT) Standard Specifications.

4.4 Storm Water Cross Drainage

1. Upslope development impacts historic natural drainage volumes and peak flow rates. Development re-grades and revises drainage sub-basins. Revised ground cover from constructing roads, parking areas, and buildings may result in the need to change the cross drainage features (culverts and/or overchutes) along Reclamation canals.

2. A hydrologic study should accompany all plans that modify the existing drainage across and/or along Reclamation facilities. The study or report should show the proposed flows of the canal and the associated crossings. The drainage study or report should show that the downstream system can accept the flows without creating any flooding to properties adjacent to or downstream of the canal.

3. All drainage crossings, whether existing or proposed, should carry the peak runoff of a 100-year event while preventing any storm water from entering the canal and/or ponding against the canal embankment.

4. Urban runoff should not be allowed to enter into, or drain onto, Reclamation's land. All flows generated outside Reclamation's ROW should enter the storm drain system prior to entering Reclamation's ROW. Piped connections are preferred, but concrete-lined channels may be acceptable upon Reclamation's review.

5. The new crossing under a canal should be designed with 3 feet vertical clearance from the top of the cross drainage structure to the bottom of the canal (or liner). The structure should extend completely across Reclamation's ROW.

6. New overcrossings of the canal should have 2 feet of vertical clearance from the top of the liner and 2 feet of horizontal clearance from the support abutments to the outside edge of the canal lining. The O&M road crossing of the cross drainage structure should be structurally capable of withstanding highway-legal vehicle loadings and provide at least 1 foot of cover in the roadway.

7. Pipe crossing barriers should be installed on all pipe overcrossings.

8. All drainage flow should be discharged to a downstream storm drainage system owned, operated, and maintained by a public agency (such as a city or county) or into areas such as channels, roadways, parks, wetland basins, or other non-private lands that can accept the concentrated flows from the drainage crossing.

9. All drainage from upland property should be collected by the applicant's installed system of curbs and inlets within their property and discharged into a non-Reclamation public agency's drainage system.

10. New drainage system designs will not use ponding against the existing canal embankment for temporary detention of storm runoff that will not immediately pass through existing or new crossings.

    Proposed permanent detention facilities adjacent to Reclamation's property should include engineered fill beyond the canal ROW to provide, at a minimum, a fill-width maintenance access roadway between the canal property and the basin. The applicant shall submit a geotechnical report verifying that the canal embankments can perform as detention basin embankments. The design should provide for sufficient freeboard to contain the 100-year event within the proposed basin adjacent to Reclamation's property and shall have adequate protection from seepage and erosion.

    The ownership and related O&M of the embankments shall be the responsibility of the applicant requesting the crossing.

11. When grading operations upstream of existing canal drainage crossings are scheduled to take longer than a normal construction season to complete, temporary basins shall be installed. These temporary basins should be designed to detain the 100-year event, capture silt from the disturbed area, and meter the flows across the existing drain crossings without spilling flows into the canal.

12. Unless Reclamation specifies otherwise, the applicant should remove or plug and abandon existing drainage crossings that are not used by the development unless they are shown to provide an additional measure of safety for the canal by reducing the likelihood of spill into the canal caused by extreme runoff flows. Otherwise, these crossings should remain in place for Reclamation's benefit and will not require ownership transfer to a public agency.

    These crossings must discharge into the non-Reclamation public agency's storm drainage systems or into areas such as channels, roadways, parks, wetland basins, or other nonprivate lands that can accept the concentrated flows from the drainage crossing in the case of an extreme runoff event.

    Grading in Reclamation property should be preserved or revised to direct extreme runoff flows into these unused drainage crossings without allowing said flows to enter into the canal until the crossings reach their capacity.

4.5 Subdivision

Urban developments are reaching Reclamation's lands and ROWs. These are general guidelines for accommodating development in subdivisions (refer to "3.2 General" and "4.4 Storm Water Cross Drainage").

1. Permanent structures should not be permitted within Reclamation fee-owned linear ROWs.

2. Open space with natural hiking trails and vegetation may be allowable.

3. Where subdivision development is adjacent to a canal, fencing should include these characteristics:

    a. Temporary chain link fences must be installed prior to removing any portion of existing fences.

b. Upon completion of grading for drainage and other work, fencing should be installed along the subdivision's boundary length of the adjacent ROW plus 150 feet beyond the development's property boundary. The fence should be per project standards and at the applicant's expense.

c. The new fence should be located 1 foot outside of Reclamation's ROW. The fence location should be shown on the improvement plans.

4. Use of Reclamation pipeline easements as part of residential subdivision lots should not be allowed. Pipeline easements may be included within the subdivision greenbelt or similar use areas.

5. Drawings should include all proposed improvements (i.e., streets, utilities, landscaping, etc.) within, and adjacent to, Reclamation's ROW.

6. Trees or vines should not be allowed within a Reclamation pipeline or canal ROW. See Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).

7. Streets, roads, or parking areas using Reclamation easements may be permissible. All streets, roads, and parking surfaces should be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.

8. Where fencing is proposed within Reclamation easements, a minimum 16-foot-wide gate should be provided for Reclamation access.

9. Pipelines containing sewage, oil, gasoline, natural gas, or hazardous materials should only cross perpendicular (between 70 and 90 degrees) to the Reclamation pipeline or canal and be installed with the necessary safety measures and separation clearance as required in "4.6 Utility Crossing."

10. Electroliers, posts, etc., should be installed at the maximum distance possible from the edge of the pipeline or canal.

11. If crossing a Reclamation pipeline system that has "A" cover pipe designation, refer to recommendations in "3.2 General."

4.6 Utility Crossing

Note: All pipelines, electrical, and communication lines and conduits are referred to as "utilities" in these guidelines.

4.6.1 Casings

The Reclamation Materials Engineering and Research Laboratory's (MERL) position is to avoid using casing pipes around metallic carrier pipelines (steel, ductile iron, cast iron, reinforced concrete, pretensioned concrete cylinder, etc.) whenever possible. The experience of the corrosion community in general is that these casings often cause corrosion-control problems. Furthermore, dielectric (plastic, fiberglass, etc.) casings, or even dielectrically coated casings, should not be used. They can shield the carrier pipe from receiving cathodic protection current.

Cathodic protection to a buried metallic pipeline is more trouble free and more certain without a casing pipe. MERL recommends relying on effective corrosion control measures on the carrier pipeline rather than relying on a casing pipe (which may shield cathodic protection current) to direct a leak away from Reclamation property.

4.6.2 Overhead Line Crossing

1. Overhead wires across Reclamation pipeline and canal ROWs should be at least 32 feet above all ground levels in the Reclamation ROW. For electrical powerlines of 69 kilovolts (kV) or higher voltage, the minimum clearance should be 40 feet plus 0.25 inch per kV of line-to-line voltage above 450 kV. In any case, the minimum clearance is to be that determined to be needed with an ambient temperature of 120 degrees Fahrenheit.

2. Reclamation has the following requirements for overhead crossings:

    a. Poles or towers should not be allowed within Reclamation's ROW.

    b. Overhead electrical and communication lines should cross perpendicular (between 70 and 90 degrees) to the centerline of the Reclamation facility.

    c. If necessary, fence grounding is to be provided for existing fence lines, especially under power transmission lines.

3. A marker warning sign should be provided that shows the clearance and electrical line voltage. The warning sign should face oncoming traffic and state, "**DANGER, HIGH VOLTAGE OVERHEAD.**"

4.6.3 Utility Crossing Reclamation's Canal

Utility crossings include open ditch laterals, subsurface and surface drains, levees, and similar facilities.

General Requirements:

1. Utilities crossing Reclamation canals should be designed to cross perpendicular (between 70 and 90 degrees).

2. Pier construction in the canal for new utility crossing(s) should not be allowed. New utility crossings should be free span design.

3. Open cut crossings of Reclamation canals and ditches, when allowed, should require replacing linings to re-establish the original construction style and materials (i.e., disturbed concrete lining panels should be removed in their entirety and replaced, membrane lining and earth or concrete protective cover should be re-constructed, gravel and canal under-drainage systems should be re-established to full working order, etc.) Proposals should be submitted for approval with the crossing permit application.

4. For trench excavation and backfill requirements, refer to "3.2 General."

5. Boring and jacking of a utility through canal embankments or protective levees should not be permitted. Boring and jacking of a utility should be constructed through the embankment foundation materials. Applicants should make special design and construction considerations with bored crossings under canals containing water during construction. Among these should be using proper bentonite slurry to seal the annulus space between the utility conduit and the boring cavity from canal seepage. Refer to appendix A for more details to be considered.

   The applicant's drilling plan should cover:

   a. Drilling methods and equipment

   b. Methods for preserving existing foundation material

   c. Methods and equipment to determine the presence of quick soil conditions or scouring and caving

d. Proposed method for casing installation and removal if casings are used

e. Methods and equipment for accurately determining the depth of concrete and actual or theoretical volume placed

The applicant's contingency plan should cover:

a. Means to repair in a certain time

b. Minimum flows after event

c. Review of geotechnical conditions surrounding the pile locations

d. Assessment of how the proposed mitigations will address geotechnical conditions

e. Methods for restoring foundation material

f. List of material, equipment, and personnel with qualifications to be used during mitigation work

g. A seal from a Professional Engineer on all relevant plans and drawings

6. When horizontal directional drilling (HDD) or other trenchless methods are used, canal seepage conditions may be aggravated by the collapse of the canal foundation material into the annular void between the bore and pipe. Penetration through the top stratum of fine-grained materials may concentrate seepage at those locations. Pipe installed with trenchless methods should proceed only after completion of a comprehensive evaluation of the following:

(a) Comprehensive understanding of the subsurface soil and groundwater conditions to a minimum depth of 20 feet below the lowest pipe elevation

(b) Locations of the HDD pipe penetration entry and exit

(c) Construction procedure

(d) Allowable uplift pressures

(e) Onsite quality control and quality assurance monitoring during construction operation

(f) Grouting of the pipe annulus

(g) Backfilling of any excavated areas

(h) Repair and reinstatement of the construction staging areas

A geotechnical report should be submitted with the application for review prior to approval of the proposed utility crossing.

Directional drilling under a canal may be considered if a minimum clearance of 25 feet to the bottom of the canal lining is maintained for utilities with less than a 24-inch outside diameter. Larger utility crossings should be considered on an individual basis and may require additional clearance from the bottom of the canal lining.

7. Cut and cover constructed utilities under Reclamation canals should have a minimum cover of 36 inches when within Reclamation's ROWs. Bored construction utilities should have a minimum of 3 diameters cover.

8. Reclamation's ongoing O&M activities should not be disrupted during crossing construction. The primary or secondary operating road should be kept available for Reclamation use at all times.

9. Canal embankments should be re-built or repaired with materials and standards equal to or better than the existing embankments.

10. Drawings should be stamped and signed by a Professional Engineer and contain the following information:

    a. Canal milepost or station at each proposed crossing, utility size and location, and type of utility or material transported

    b. Maximum utility operating pressure, type of pipe, joints, wall thickness, maximum test pressure, and description of test procedures

    c. Type of sleeve/casing (when allowed) including diameter, joints, and wall thickness

    d. For utilities attached to a bridge or an overchute, details showing the structure name, superstructure, abutments, embankments, protective dikes, method of attachment, spacing of utility supports on the structure, location of other attached utilities, and structural calculations

e. Protective coatings and corrosion control measures

f. Method of handling pipeline expansion and contraction

g. Location of nearest shutoff valve on each side of the crossing

h. Location and details of thrust restraint

i. Design code(s) used for the utility crossing

j. Location, including depth, of the buried pipeline communication and control cables

k. Other existing utility easements in the immediate vicinity

Hazardous Material Carrier Requirements:

1. Pipelines carrying hazardous material or pollutants (e.g., oils, gasoline, sewage, contaminated waters, and nonpotable waters) should be designed for a reduced risk of failure in the portion within Reclamation's ROW. The design should require either:

    a. Designing the crossing pipeline with an additional 50 percent working pressure factor

    or

    b. Using secondary containment (casing pipe) for all hazardous material pipelines

2. To minimize the amount of any hazardous material entering the canal, Reclamation may require the installation of a block (gate) valve and or a check valve on each side of the canal between the ROW boundary and the embankment. When selecting the type of the valves, take into the account the flow direction and the terrain.

3. A final hazardous material spill contingency plan and an emergency response plan should be approved by Reclamation prior to start of construction.

4. A monitoring program and/or Supervisory Control and Data Acquisition System alarm may be required depending on the hazardous material transported. This applies to all "overcrossings" and "undercrossings" when the hydraulic grade line is within 60 inches of the canal liner or when local geology would promote this requirement.

Attaching Utilities to Bridges and Overchutes:

Note: Reclamation does not guarantee the long-term availability of bridges or overchutes as support devices for utility crossings because they may require structural modifications or alterations to accommodate widening, repairs, subsidence offsets, etc., to such an extent that service may be interrupted or stopped. Reclamation may determine the bridge is no longer required and may remove it. In that event, the owner/operator of each utility attached to a bridge or an overchute may be required to re-locate or permanently remove their utility at their own expense.

Specific details for attaching utilities to bridges are:

a. Utilities should not be placed on the bridge deck.

b. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

c. Utilities should be placed and anchored under bridge decks between girders and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.

d. If an expansion joint is used in the pipeline, it should be placed near the bridge deck expansion joint.

e. Holes through bridge concrete or abutment and retaining walls for passage of utilities may be allowed and should be core drilled. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.

f. Calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge should be submitted for Reclamation review.

g. Intermediate supports for the utility should withstand the seismic conditions of the bridge.

4.6.4 Utility Crossing Reclamation's Underground Pipelines

1. The applicant should submit the procedures, excavation plans, schedules, as well as type and weight of the construction equipment to be used for crossing the Reclamation pipeline.

2. High voltage, direct current powerlines should not be permitted to encroach on the Reclamation pipeline ROW, except in unusual circumstances and with proper cathodic protection considerations.

3. For proposed metallic pipelines, refer to "5.0 Cathodic Protection Requirements."

4. For utilities crossing above or under the Reclamation pipeline, the vertical clearance between the utility and Reclamation pipeline should be a minimum of 12 inches.

5. The location of the Reclamation pipeline and the communication and control cables throughout the area of the proposed construction should be shown on the plans. Prior to Reclamation and/or AOE issuing a use authorization or consent document, the pipeline and the cable(s) should be located and exposed by potholing. The pothole locations should be shown on the drawings. The pothole elevations should be referenced to Reclamation stationing or milepost. (Refer to "3.2 General.")

6. Drawings should contain the following information:

    a. Reclamation milepost or station at each proposed crossing, pipeline size and location, and type of utility or material transported.

    b. Maximum utility operating pressure, type of pipe and joints, maximum test pressure and description of test procedures, wall thickness, and utility pipe classification.

    c. Type of sleeve/casing pipe (when allowed) including diameter, joints, and wall thickness.

    d. Protective coatings and corrosion control measures.

    e. Location of nearest shutoff valve on each side of the crossing.

    f. Location and details of thrust restraint.

    g. Design code(s) used for utility crossing.

    h. Location, including depth of the Reclamation pipeline and the communication and control cables.

    i. Other existing utility easements in the immediate vicinity.

7. Detectable warning tape may be required over trenched utilities. (Refer to "3.3 Detectable Warning Tape.")

8. For trench excavation and backfill requirements, refer to "3.2 General."

9. Embankments should not be permitted within Reclamation's ROW where underground pipeline exists.

4.6.5 Utility Crossing Under Reclamation's Roadways

1. The applicant should supply typical cross sections that show existing ground surface elevations, utility trench invert elevations, and utility details.

2. For trench excavation and backfill requirements, refer to "3.2 General."

3. Conduits with diameters up to 24 inches should be bored and jacked underneath pavements. Larger conduits may be considered on an individual basis. Pavement or road surfaces should not be cut unless an acceptable detour, if required, is approved. The cover over the conduit(s) when within Reclamation's ROWs should be a minimum of 36 inches. (Refer to "3.2 General.")

4. Unless otherwise approved, the applicant should replace existing Reclamation roads and parking surfaces that are removed or damaged by the applicant's construction activities in accordance with provisions in the latest edition of the applicable State DOT Standard Specifications.

5. If existing road embankments are to be widened, the work should be conducted in accordance with the provisions of embankment construction in the applicable State DOT Standard Specifications.

6. Detectable warning tape may be required over buried utilities. (Refer to "3.3 Detectable Warning Tape.")

5.0 CATHODIC PROTECTION REQUIREMENTS

5.1 Cathodically Protected Metallic Pipelines

Unless approved in writing by Reclamation, metallic pipelines or those containing metallic reinforcement (e.g., reinforced concrete) installed within Reclamation's ROW should have a suitable bonded dielectric coating (see "5.2 Protective Coatings for Corrosion Control") and be cathodically protected. Impressed current cathodic protection rectifiers and deep-well anode systems should not be

permitted within Reclamation facilities without prior approval from MERL's Corrosion Technology Group. All submittals should include details of the cathodic protection system (CPS) and its appurtenances.

1. All existing Reclamation cathodic protection test stations, cables running to these stations, rectifiers, anode beds, and any other appurtenances should be located prior to any grading or excavation. The test stations should be staked and flagged. The test stations, cables running to these stations, any anode beds, etc., should be suitably enclosed or protected during construction to prevent damage. No re-location or modification of the test stations, cables, anode beds, etc., is allowed without prior approval from MERL's Corrosion Technology Group.

2. Generally, the CPS to the proposed pipeline should be the sacrificial anode type unless the proposed installation continues an existing pipeline that uses impressed current type of cathodic protection.

3. A means of monitoring the effectiveness of the CPS on the proposed pipeline should be provided within Reclamation's ROWs. The number of anodes and test stations will differ with each project. Test stations should be located at every anode bed connection and should not be more than 1,000 feet apart. A test station should also be located where any metallic pipeline crosses over or under a metallic Reclamation pipeline, metallic fence, other metallic structure embedded in the ground, or comes within 20 feet of a Reclamation structure on or embedded in the ground. Both the proposed cathodically protected pipeline and the Reclamation pipeline should be monitored regularly using these test stations. Monitoring results should be reported to MERL's Corrosion Technology Group. In addition, the owner of the proposed crossing pipeline should investigate and mitigate any adverse potential shift caused by the proposed pipeline on the Reclamation pipeline. Owners of proposed crossing pipelines should return Reclamation pipelines to their original electrochemical potentials or to more benign potentials. Mitigation measures should be approved by MERL's Corrosion Technology Group. The effectiveness of mitigation measures should be confirmed in the presence of a Reclamation representative following installation.

   For those pipelines under DOT regulation, the application and monitoring of the CPS should conform to Title 49 CFR, Part 195, any special provisions of this guideline, and the provisions of NACE International RP 0169, in that order. For other pipelines, any special provisions of this guideline should take precedence, followed by the provisions of NACE RP 0169.

5.2 Protective Coatings for Corrosion Control

1. *Atmospheric Exposed Pipe*

   The coating should be a high build modified aluminum epoxy mastic primer and top coated with a high build aliphatic urethane. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

2. *Buried Pipe*

   The type of coating may vary from project to project due to geology and soil corrosivity and should be considered on an individual basis. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

REFERENCES

Application for Transportation and Utility Systems and Facilities on Federal Lands, <http://www.ntia.doc.gov/FROWsite/SF-299_2006.pdf>.

Application for Use of Reclamation Project Land and Water Surfaces, <http://www.usbr.gov/pmts/lands/>.

Bureau of Reclamation Right-of-Use Application, <http://www.usbr.gov/pmts/lands/FINAL7-2540-5-06ExpDate03312009.pdf>.

California Department of Water Resources - Encroachment Permit Guidelines.

Central Arizona Project, Reach 11 Guidelines.

GP Region Billings MT – Standard Crossing & Clearance Requirements, Utility Lines and Cables, drawing 40-600-51. The office also uses a Preliminary Project Description Form and a Special Use Permit.

NACE, International RP 0169, "Standard Recommended Practice – Control of External Corrosion on Underground or Submerged Metallic Piping Systems."

PN Region Burley ID – Overhead and underground crossing clearances.

Policy on Geometric Design of Highway and Streets, American Association of State Highway and Transportation Officials (AASHTO), Fifth Edition, 2004.

Reclamation, 2005. Preliminary drawing 103-D-1700 that provides general requirements for installation of crossings, June 2005.

Reclamation Manual, Directive and Standards LND 08-01, Land Use Authorizations, <http://www.usbr.gov/recman/lnd/lnd08-01.pdf>.

Title 29 CFR, Part 195.

U.S. Army Corps of Engineers – Engineering and Design, Design and Construction of Levees EM 1110-2-1913, 30 Apr 2000, CECW-EG Washington, DC 20314-1000.

GLOSSARY

Bored and jacked – This terminology is a general way of referring to a family of trenchless methods.

Bridge, class A – Vehicular bridge used by the public. May or may not be owned by the Bureau of Reclamation.

Consent Document Permit – Permit required across fee-owned lands.

Detention basin – An artificial flow control structure used to contain flood water for a limited period of a time, thereby providing protection for areas downstream. Detention basins provide a way to reduce storm peak flows, while retention basins hold water for an extended period of time. These basins are generally a part of a larger engineered flood water management system.

Electroliers – A branching frame, often of ornamental design, used to support electric illuminating lamps.

Pothole excavation – See potholing.

Potholing – The practice of digging test holes to expose underground utilities (e.g., cables) to determine the horizontal and vertical location of these utilities.

Trenchless methods – Procedures for installing pipe without using traditional trench cut and cover methods. These trenchless methods may be referred to as bore and jack, tunneling, horizontal directional drilling, and microtunneling, among others.

Water conveyance facility – Canal, ditch, pipeline, drain, levee, open or closed laterals, and similar facilities and their associated appurtenant features.

Appendix A

General Requirements for Installing Bored and Jacked Pipe Undercrossings

Bored and Jacked Under the Canal – This terminology is a general way of referring to a family of trenchless technologies. Similar guidance to the requirements listed below should be followed no matter what method is used for installation.

1. Installing a lone carrier pipe (without casing) is encouraged. Refer to "4.6 Utility Crossing," and "4.6.1 Casings" for information on cautions of using casings around metallic carrier pipe.

2. Plans must show carrier/casing pipe type, diameter, and thickness. Casing pipes should be steel pipe (American Water Works Association [AWWA] C-200) and have 1/4-inch minimum wall thickness. Applicants should provide the type of carrier pipe and appropriate bell dimensions for said carrier pipe to verify annular clearances.

3. When installing pipe while the canal is unwatered, a minimum of 3 pipe diameters or 60 inches of clearance (whichever is greater) between the top of the pipe and the bottom of the canal must be maintained. However, 72 inches or more clearance is recommended.

4. Provide a minimum of 3 inches of clearance between the carrier and casing pipes at all points (including bells).

5. A bulkhead or effective sealing device should be provided at both ends of each casing pipe to seal the annular space between the two pipes. Vent pipe should be included to allow ventilation and reduce the risk of condensation buildup and flooding.

6. As a result of the installation process, an annular void is usually created around the outside of the casing pipe. Provisions should be made to pressure grout or effectively seal (e.g., bentonite slurry) this void space.

7. Requirements below are provided to establish minimums for determination of the length of pipe to be installed. It is strongly recommended that pipes be installed perpendicular (between 70 and 90 degrees) to the canal alignment. Regardless, the pipe must extend completely through the Bureau of Reclamation's (Reclamation) right-of-way (ROW). Theses minimums do not relieve the applicant's engineer from performing an onsite investigation or other work to determine local conditions that may require additional pipe length.

   Jacking pit configuration, location, and length of pipe to be installed should be based on the following parameters:

   a. One operating road shall remain open to vehicular traffic at all times.

b. The minimum operating road embankment top width to be maintained during construction should be either 14 feet wide, the width of the existing embankment, or as required by Reclamation.

c. As a minimum, jacking pit excavations should not be within:

(1) A line drawn from the outside edge of the operating road embankment extended downward and away from the canal at a slope of 3/4 horizontal to 1 vertical.

(2) A line drawn from the outside edge of the top of the concrete lining extended downward and away from the canal at a slope of 1 horizontal to 1 vertical.

d. To contain the slurry during installation, jacking pits should be constructed so that natural ground or a compacted dike is entirely around the pit to an elevation at least 1 foot above the top of the canal lining.

e. All excavations should be in compliance with Occupation Safety and Health Administration regulations and Reclamation's Health and Safety Standards.

f. If the contractor elects to install shoring in the jacking pits, all shoring designs should be prepared by a Professional Engineer knowledgeable in said type of work. A copy of the shoring designs should be submitted to Reclamation.

8. Jacking pits should be backfilled with native material and mechanically compacted to 95 percent of the maximum dry density per ASTM D-698.

9. The contractors should be responsible for any damage to the canal section during the construction of a crossing, and the contractor shall repair the damage at their own expense.

10. If an emergency situation develops during construction, the contractor should immediately notify appropriate contacts with Reclamation. Reclamation must approve further work at that point.

11. The minimum distance between two jacked pipes should be 10 feet.

12. Any pressure lines installed within Reclamation's ROW must have adequate thrust restraint at bends and valves. Specified design pressures and thrust restraint calculations shall be provided to Reclamation to confirm the design configuration.

Appendix B

Guidelines – Removal of Trees and Other Vegetative Growth from Earth Dams, Dikes, and Conveyance Features

Excerpted from: Review of Operation and Maintenance Program Field Examination Guidelines

APPENDIX B

GUIDELINES
REMOVAL OF TREES AND OTHER VEGETATIVE GROWTH FROM EARTH DAMS, DIKES, AND CONVEYANCE FEATURES*

Growth of trees and other significant vegetation on or adjacent to earth dams, dikes, and conveyance features, should be prevented from becoming established for the following reasons:

1. To allow proper surveillance and inspection of the structures and adjacent areas for seepage, cracking, sinkholes, settlement, deflection, and other signs of distress.
2. To allow adequate access for normal and emergency Operation and Maintenance (O&M) activities.
3. To prevent damage to the structures due to root growth, such as shortened seepage paths through embankments; voids in embankments from decayed roots or toppled trees; expansion of cracks or joints of concrete walls, canal lining, or pipes; and plugging of perforated or open-jointed drainage pipes.
4. To discourage animal/rodent activity (by eliminating their food source and habitat), thereby preventing voids within embankments and possible shortened seepage paths.
5. To allow adequate flow-carrying capability of water conveyance channels (e.g., spillway inlet and outlet channels; open canals, laterals, and drains).

The growth of trees and potentially detrimental vegetation should be prevented during its early stages as part of the operating office or entity's normal O&M program. Early control is generally the most cost effective means of avoiding potential adverse effects on these structures from their continued growth. Control efforts may consist of applying herbicides, spraying, cutting, and/or removing the trees or undesirable vegetation.

Suggested clearance zones (areas of control) adjacent to these structures are provided within these guidelines. Concerted efforts should be made to maintain these clearance zones. However, site-specific conditions, such as landscaping, accessibility, erosion susceptibility of material in the area, type of abutment material, original construction clearance zone, right-of-way easement, etc., may influence the necessity or success of these control efforts.

Should trees and/or other significant vegetation become established, proper O&M of earth embankment dams, dikes, and conveyance features, may require their discriminate removal. During the Review of Operation and Maintenance examination for the facility or system, the examiners should use these guidelines, along with their experience and professional judgment, to evaluate the need for removal of such established growth.

If trees and other significant growth are identified by the examination team in locations delineated by these guidelines, a determination should be made regarding their need for removal. If the identified vegetation is deemed to be in location such that its existence is not considered to be detrimental and therefore does not require removal, sufficient justification should be provided during the examination and included within the associated report to support that determination.

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* Enclosure to memorandum dated April 26, 1989, from Manager, Project Operation Services Staff, to all Regional Directors, Subject: Revised Guidelines — *Removal of Trees and Other Vegetative Growth From Earth Dams, Dikes, and Conveyance Features.*

When, in the opinion of an Review of Operation and Maintenance examination team, such established growth requires removal, specific followup procedures should be addressed as part of the examination. Such procedures may include the need for right-of-way easement determination; the need for an assessment for potential environmental impacts (any impact assessments should be coordinated with designated regional or project office environmental staff); whether removal of the root system is necessary and to what extent; the method of removal and recompaction of material within the void created; and the need for any erosion stabilization measures.

National Environmental Policy Act compliance is required relative to such tree and vegetation removal. Additionally, the application of herbicides should comply with applicable provisions of the Endangered Species Act. The determination of appropriate procedures to be followed in assessing potential environmental impacts and mitigation (including those to wildlife and its habitat) will be the responsibility of each regional and/or project office. This will include the preparation of an appropriate National Environmental Policy Act document and an assessment of the need for mitigation prior to the onset of removal activities. Appropriate National Environmental Policy Act compliance may include a Categorical Exclusion Checklist, an environmental assessment followed by a Finding of No Significant Impact, or an Environmental Impact Statement.

The following guidelines and associated clearance zones should be used for all Reclamation earth dams, dikes, and conveyance features. They are not considered "policy;" rather, they are guides which should be used with reasonable judgment and practicality.

1. Trees and detrimental vegetative growth should be prevented from becoming established on the surface of all earth dam, dike, and conveyance feature embankments. A small amount of shallow-rooted vegetation may be acceptable to aid in erosion protection and slope stabilization. Mowing of grass and other small vegetation is desirable and may be necessary to allow proper surveillance of the surfaces and observation of animal/rodent activity.

2. A clearance zone of 25 feet beyond each contact (groins and toe) of earth dam embankments and dikes should be maintained of all trees and detrimental vegetation. Similarly, a clearance zone of 15 feet should be maintained beyond the outside toe of all fill sections/embankments for open canals and laterals. These clearance zones may need to be extended for seepage areas or other conditions where proper surveillance or access may be warranted.

3. Earth dam, dike, and conveyance feature (open canal and lateral) embankments have large tree growth or stumps from previously cut trees on or near them should be evaluated, usually in conjunction with an Review of Operation and Maintenance examination, for any necessary future action, (i.e., monitor, excavation and backfill, rebuild, etc.). Generally, sizable old root systems of large trees should be grubbed out and the embankment replaced and compacted to prevent the development of piping action or erosion. Likewise, any sizable voids resulting from animal/rodent burrowing activity should be filled and compacted. Seeding may be necessary for protection from surface erosion.

4. Spillway inlet and outlet channels, outlet works discharge channels, and other open conveyance channels (open canals, laterals, and drains) should be free of vegetative growth that could significantly impede water flow or reduce design capacity.

5. A clearance zone of 25 feet adjacent to all concrete structures associated with such facilities should be maintained of all trees and detrimental vegetative growth to prevent damage from root growth, to allow proper surveillance, and to allow adequate O&M access.

6. Associated cut slopes adjacent to open canals and laterals should be kept clear of vegetation which, if toppled and/or uprooted, could affect operations or O&M access.

7. For pipe conveyance systems (such as siphons, aqueducts, discharge lines, perforated or open-jointed drains, etc.), to provide O&M access and to prevent root encroachment, a clearance zone should be maintained 15 feet from each side of the pipeline. However, in some cases, farming of annual crops over pipelines may be permissible.

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United States Department of the Interior

BUREAU OF RECLAMATION
Yuma Area Office
7301 Calle Agua Salada
Yuma, AZ 85364

IN REPLY REFER TO:
YAO-7120
2.2.3.18

10/17/2022

HAND DELIVERED

Mr. Eulogio Vera
Director of Public Works
City of San Luis
P.O. Box 3750
San Luis, Arizona 85349

Subject: City of San Luis (City) – Contract and License No. 22-07-34-L2109 (License) – Authorization to Construct, Install, Own, Use, Operate, and Maintain the Widening of Cesar Chavez Boulevard Within and/or Across Reclamation's Withdrawn Lands and Rights-of-Way – Yuma Project, Valley Division, Arizona

Dear Mr. Vera:

Enclosed for your review and signature are an original and two (2) duplicate originals of the subject License. The License authorizes the City to construct, install, own, use, operate and maintain a four (4) lane road and related appurtenances within portions of Reclamation's withdrawn lands and rights-of-way for the Yuma Valley Main Drain and Yuma Valley Levee.

If the License is satisfactory, please sign the original and the two (2) duplicate originals and return them to Reclamation along with a resolution authorizing the signature provided. Upon signature by all parties, a fully executed duplicate original License will be provided for your records.

Should you have questions, please contact Mr. Arturo Lopez, Senior Realty Specialist, at telephone No. (928) 343-8148 or via electronic mail at arturolopez@usbr.gov. Individuals in the United States, who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunication relay services. Individuals outside the United States should use the relay services offered within their country to make international calls to the point-of-contact in the United States.

Sincerely,

CHRISTOPHER WALLIS
Digitally signed by CHRISTOPHER WALLIS
Date: 2022.10.17 10:56:35 -07'00'

Christopher M. Wallis, Chief
Resource Management Office

In Triplicate

Enclosures – 3

cc: Mr. Omar Penunuri
Sr. Engineering Technician
Lands and Right-of-Way
Yuma County Water Users' Association
openunuri@ycwua.org
(via electronic mail w/o encls)

Ms. Jenny Torres
Economic Development Manager
City of San Luis
jtorres@snaluisaz.gov
(via electronic mail w/o encls)

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. E.**

Meeting Date: 11/22/2022

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2237. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an intergovernmental agreement with the Bureau of Reclamation for San Luis to construct, install, own, use, operate, and maintain a downtown park and parking lot in the City of San Luis under B.O.R. Contract No. 18-07-34-L1923.
(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)

SUMMARY:

The City of San Luis submitted an application to the Bureau of Reclamation requesting federal land to construct a parking lot facility. The United States Department of the Interior, Bureau of Reclamation, Yuma Area Office (BOR) submitted the license authorizing the City of San Luis to construct, install, own, use, operate and maintain a four (4) lane road and related appurtenances within portions of Reclamation's withdrawn lands and rights-of-way for the Yuma Valley Main Drain and Yuma Valley Levee. The Bureau of Reclamation requires Mayor and City Council adopt a resolution authorizing the Mayor, City Manager or designee to execute the license agreement.

City legal counsel and staff reviewed the license agreement and are recommending approval.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2237 TO EXECUTE BOR CONTRACT NO. 18-07-34-L1923, AS PRESENTED.

Fiscal Impact

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

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

There is no fiscal impact associated with this contract.

Attachments

Resolution No. 2237
BOR license Letter

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2237

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BUREAU OF RECLAMATION FOR SAN LUIS TO CONSTRUCT, INSTALL, OWN, USE, OPERATE AND MAINTAIN A DOWNTOWN PARK AND PARKING LOT IN THE CITY OF SAN LUIS UNDER B.O.R. CONTRACT NO. 18-07-34-L1923.

WHEREAS, the City of San Luis, Arizona ("City") submitted a transportation and utility systems and facilities federal land application to the United States Department of the Interior, Bureau of Reclamation ("B.O.R."); and

WHEREAS, the City requires federal land to construct a parking lot facility; and

WHEREAS, B.O.R. requires state or local governments to provide authorization to execute the license;

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

Section 1: The Mayor and City Council deem that it is in the best interest of the City of San Luis' residents to enter into an intergovernmental agreement with the United States of America through the Department of the Interior, Bureau of Reclamation to permit the City to construct a downtown park and parking lot.

Section 2: A true copy of the intergovernmental agreement (B.O.R Contract No.18-07-34-L1923) is incorporated herein as though set forth again in full.

Section 3: The Mayor is authorized and directed to execute said agreement for and on behalf of the City of San Luis.

Section 4: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

[Intentionally left blank, signature page follows]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ___ day of November 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

ORIGINAL

Contract No. 18-07-34-L1923

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
INTERIOR REGION 8: LOWER COLORADO BASIN
YUMA AREA OFFICE
YUMA, ARIZONA

YUMA PROJECT, VALLEY DIVISION, ARIZONA

1. THIS CONTRACT AND LICENSE (License) is made this ___ day of _____, 2022, pursuant to provisions of the Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); and acts amendatory thereof or supplementary thereto; and the provisions of 43 CFR § 429, between the United States of America, acting through the Bureau of Reclamation, hereinafter referred to as "Reclamation," represented by the officer executing this License, hereinafter referred to as the "Area Manager," and the City of San Luis, Arizona, hereinafter referred to as the "Licensee," with the concurrence of the Yuma County Water Users' Association, hereinafter referred to as the "Association."

WITNESSETH THAT:

2. WHEREAS, pursuant to the authority delegated by Secretarial Orders of January 31, 1903, and April 9, 1904, certain lands were withdrawn for Reclamation's project purposes, hereinafter referred to as "withdrawn lands"; and

3. WHEREAS, Reclamation, under the authority of the Act of August 30, 1890, entitled Rights-of-Way Reserved to United States for Canals and Ditches (26 Stat. 391), holds a reserved Federal right-of-way for the Boundary Pumping Plant, Yuma Valley Main Drain, Yuma Valley Levee, and associated operation and maintenance roadways, hereinafter individually referred to as "Boundary Pumping Plant," "Drain," and "Levee," and are necessary features of the Yuma Project, Valley Division; and

4. WHERAS, the Association operates and maintains the Boundary Pumping Plant and Drain pursuant to its contract with the United States; and

5. WHEREAS, Reclamation operates and maintains the Levee; and

6. WHEREAS, by Application dated October 26, 2017, the Licensee requested a right-of-use authorization to construct, install, own, use, operate, and maintain a parking lot and associated appurtenances in San Luis, Arizona, hereinafter referred to as "Parking Lot," within, on, adjacent, and/or across Reclamation withdrawn lands and rights-of-way; and

7. WHEREAS, said Parking Lot will provide additional parking of approximately 303 parking spaces to an existing office/commercial building owned by Licensee, known as San Luis Price Center; and

8. WHEREAS, Reclamation initiated consultation with the Arizona State Historic Preservation Officer (AZSHPO), under Section 106 of the National Historic Preservation Act and requested concurrence with Reclamation's determination of no adverse effect for the undertaking, Reclamation Reference No. LC-AZ-20-03; and

9. WHEREAS, the AZSHPO provided concurrence signature dated April 16, 2021, on Reclamation's determination of no historic properties affected for the undertaking, AZSHPO Reference No. SHPO-2021-0350 (158564); and

10. WHEREAS, Reclamation executed a Categorical Exclusion Checklist (CEC), CEC No. YAO-CEC-21-006, signed and dated by the Area Manager on July 8, 2021, on file in the Yuma Area Office; and

11. WHEREAS, the granting of such authorization and right-of-use by Reclamation and the exercise of such right-of-use by the Licensee under the terms and conditions herein provided shall be compatible with the purposes for which the lands are administered by Reclamation on behalf of the United States.

12. NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, Reclamation, on behalf of the United States, by this License, hereby grants to the Licensee, except as otherwise provided herein, the following described authorization for the construction, installation, ownership, use, operation, and maintenance of said Parking Lot, purposes, to wit:

DESCRIPTION OF PREMISES

Gila and Salt River Meridian, Arizona
Township 11 South, Range 25 West
lots 14 and 22, section 11, portions of.

16. TERMINATION:

(a) This License shall terminate, and all rights granted to the Licensee hereunder shall cease, and the Licensee shall quietly deliver to Reclamation possession of the Premises in like condition as when taken, reasonable wear and tear excepted:

(1) At the expiration of the term as provided in Article 15.

(2) For nonuse of the Premises by the Licensee for a period of two (2) years following the execution of this License, at the option of Reclamation.

(3) After failure of the Licensee to observe any of the conditions of this License, to include payment of any and all sums due to Reclamation as set forth herein, and on the tenth (10^{th}) day following service of written notice on the Licensee of termination because of failure to observe such conditions. Any notice required by this Article shall be served by certified mail addressed to the respective post office addresses provided in Article 28, and the mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

(4) Reclamation may, at any time and at no cost or liability to the United States, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(5) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 (2016) if Reclamation determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security.

(ii) A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1) (2016); or

(iii) Termination is necessary for operational needs of the project.

(6) Reclamation may, at any time and at no cost or liability to the United States, terminate this License if it determines that the Licensee has used this License for any purpose other than its intended purpose.

(7) Reclamation may, at any time and at no cost or liability to the United States, terminate this License if the Licensee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

(8) Upon the expiration, termination, or revocation of this License, if all use fees and damage claims due Reclamation have been paid, the Licensee may be required, at the option of Reclamation, to remove any or all of the Parking Lot placed upon the Premises and shall restore the Premises to a condition satisfactory to the Area Manager. Should Licensee fail to remove the Parking Lot within sixty (60) days of expiration, termination, or revocation of this License, the Area Manager may, on behalf of Reclamation, deny and prohibit any or all access to the Parking Lot and Premises. At the option of Reclamation, any remaining Parking Lot may become property of the United States or be removed at the expense of the Licensee. The Licensee shall promptly pay all expenses incurred by Reclamation for removal and restoration upon its receipt of an invoice for the same.

(9) Should this License be terminated, Reclamation, reserves the right to bar the Licensee from the authorization to use Reclamation withdrawn lands and rights-of-way for a period of time, as determined by the Area Manager.

17. TERMINATION OF LICENSE BY THE LICENSEE: This License may be terminated at any time by the Licensee upon sixty (60) days written notice to Reclamation. Should the Licensee exercise its option to terminate this License, all rights granted the Licensee hereunder shall cease, and the Licensee shall quietly deliver to Reclamation possession of the Premises in like condition as when taken, reasonable wear and tear excepted.

18. CONSIDERATION: In accordance with 43 CFR § 429.26 (2016), consideration for this License shall be payment to Reclamation by the Licensee of the following:

(a) The sum of One Hundred Dollars ($100), as the initial non-refundable deposit fee required by 43 CFR § 429.16, for submission and preliminary review of the application, the receipt of which is hereby acknowledged; and

(b) Additional administrative costs in excess of the initial deposit for administrative costs incurred by Reclamation in processing this License, which is hereby waived pursuant to 43 CFR § 429.26 (a) (3).

(c) All estimated administrative costs, in advance, or within thirty (30) days after receipt of an invoice rendered therefore; advance administrative costs in excess of actual costs shall be refunded.

19. EXCEPTIONS AND RESERVATIONS:

(a) Reclamation and the Association reserve the right of their officers, employees, and agents to at all times have unrestricted access and ingress to, passage over, and egress from all of the Premises to make investigations of all kinds, dig test pits and drill test holes, to survey for, operate, and maintain existing Reclamation works and facilities, and to construct reclamation and irrigation works and other structures incident to Reclamation project needs and purposes. Reclamation and the Association shall have no obligation to restore the Licensee's Parking Lot if Reclamation and the Association exercise their rights reserved herein. All costs, expenses, obligations, and duties, to restore any part of the Licensee's Parking Lot shall be incurred by the Licensee.

(b) The rights granted hereunder shall not be exclusive in character and Reclamation and the Association reserve to themselves, their successors and assigns, the right against the Licensee to use any or all of the Premises, which is or may be crossed, or upon which irrigation and drainage facilities and works of Reclamation and the Association have been constructed, and to construct, reconstruct, operate, and maintain therein and thereon works including, but not limited to, dams, dikes, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, and appurtenant irrigation and drainage structures which may be needed or useful in connection with or as a part of canals, laterals, and other irrigation and drainage facilities without any payment by Reclamation or the Association, their successors or assigns, for the exercise of such right. The Licensee agrees that if the construction, reconstruction, installation, operation, or maintenance of any or all of such works of Reclamation, on or across the Premises, should be made more expensive by reason of the existence of the Licensee's Parking Lot, such additional expense may be estimated by Reclamation or the Association whose estimate shall be final and binding upon the parties hereto, and within thirty (30) days after demand is made upon the Licensee for payment of any such sums, the Licensee shall make payment thereof to Reclamation and the Association, their successors and assigns, for constructing, operating, or maintaining such works across, over, or upon the Premises.

(c) Reclamation and the Association reserve the right to inspect the Licensee's Parking Lot under the terms of this License both during the progress of construction and upon completion thereof and anytime thereafter.

(d) Jurisdiction of and supervision by Reclamation over the Premises is not surrendered or subordinated by issuance of this License and Reclamation reserves the right to issue additional use authorizations and other agreements for compatible use of the Premises.

20. TERMS AND CONDITIONS: In the use of the Premises, the Licensee shall faithfully observe each of the following conditions:

(a) The Licensee, at its sole expense, shall construct, install, own, use, operate, and maintain Licensee's Parking Lot in conformity with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, including but not limited to, those relating to pollution and environmental control.

(b) The Licensee shall be solely responsible for, and ensure that, said Parking Lot is constructed in accordance with Exhibit B. Licensee must obtain written authorization from the Area Manager and the Association prior to making any changes to the approved plan details of the Parking Lot, as described on Exhibit A.

(c) All construction, installation, ownership, use, operation, and maintenance activities undertaken pursuant to this License shall be in conformity with the specifications approved in advance by the Area Manager and the Association and shall be conducted by the Licensee at all times in a manner satisfactory to the Area Manager and the Association. It shall be incumbent upon the Licensee to obtain the Association's approval prior to undertaking such installation activities.

(d) The Licensee shall at all times, and at its sole expense, operate and maintain and make necessary repairs and replacements on said Licensee Parking Lot in a good and workmanlike manner so as not to interfere with the proper use and operation of, or cause injury or damage to any property, irrigation, and drainage facilities, or works of Reclamation. All equipment installed, operated, and maintained pursuant to this License will be maintained in a safe condition satisfactory to the Area Manager and the Association. The Licensee will reimburse Reclamation for all injury or damage to property, irrigation and drainage facilities, or works of Reclamation arising out of the utilization of the rights granted pursuant to this License which is caused by the Licensee, its officers, agents, or employees, and the Licensee will promptly pay any bills rendered therefore by Reclamation.

(e) During construction and use of the Premises, the Licensee shall carry out proper and efficient measures wherever and as often as necessary to reduce nuisance by dust, and to prevent dust which has originated from its operations from damaging any other properties or causing a nuisance to persons.

(f) The Licensee shall reimburse Reclamation and the Association for any and all costs and expenses incurred in the defense of any action which challenges the Licensee's use of the Premises.

(g) The rights granted by this License are subject to any and all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, and rights of Reclamation, the United States, and to existing rights in favor of the public or third parties. The Licensee agrees that it is its sole responsibility to make whatever arrangements as are necessary to obtain such rights as may be required of the Licensee from any other party or parties holding any other interests.

(h) The Licensee shall notify the Area Manager and Association within ninety (90) days of substantial completion of use, and within said ninety (90) days shall undertake customary and prudent measures to smooth, recontour, clean, remove debris, grade, scarify, repair, restore, or otherwise rehabilitate the lands, water, structures, and facilities of Reclamation that were disturbed to a condition of appearance and stability comparable to the surrounding undisturbed lands, to the satisfaction of the Area Manager and Association.

(i) The Licensee shall not issue or grant easements, rights-of-way, land rights, leases, licenses, permits, crossing agreements, recreational or special use agreements, and shall not allow commercial ventures on the Premises. All such use instruments shall be issued by Reclamation only.

(j) The Licensee shall ensure the Premises and surrounding area are maintained in a sanitary condition at all times. All trash and debris shall be removed upon leaving the Premises.

(k) The Licensee shall not make any alteration of said Boundary Pumping Plant, Drain, and Levee within the Reclamation withdrawn lands and rights-of-way without prior written concurrence of Reclamation and the Association.

(l) The Licensee shall ensure that no unauthorized encroachment occurs, and no waste is committed, on Reclamation withdrawn lands and rights-of-way under this License.

(m) The Licensee shall have the right to allow its agents, contractors, and subcontractors to use Reclamation withdrawn lands and rights-of-way under this License for the purposes stated herein.

(n) The Licensee shall promptly reimburse Reclamation and/or the Association for all damages to Reclamation withdrawn lands and rights-of-way, waters, facilities, and/or project works, arising out of the construction, installation, operation, maintenance, use, termination, or removal by the Licensee of the Licensee's Parking Lot located on Reclamation withdrawn lands and rights-of-way under this License, provided, however, that if Reclamation and/or the Association does not use the payment to repair such damages, Reclamation and/or the Association shall not recover additional payment for such damages at the time of termination of this License.

(o) The Licensee shall not use the Premises or permit the use thereof for any purposes except as set forth herein.

21. SPECIAL CONDITIONS: In use of the Premises, the Licensee shall faithfully observe each of the following conditions:

(a) Any construction and Parking Lot activity beyond the Premises is not authorized by the United States, Reclamation, or this License.

(b) In the event the Licensee is not the underlying fee owner of the land encumbered by Reclamation's rights-of-way, it shall be incumbent on the Licensee to secure permission of the fee owner(s) for approval to enter upon, cross, or use the land, including the Reclamation rights-of-way.

(c) The Licensee must follow Reclamation's requirements for crossing of Reclamation projects and facilities which are found in Reclamation's "Engineering and O&M Guidelines for Crossings – Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)" as described and depicted on Exhibit D, attached hereto and by this reference made a part hereof.

(d) The Licensee shall be solely responsible for, and ensure that, full access to all Reclamation withdrawn lands, rights-of-way, and infrastructure is maintained at all times.

(e) The Licensee shall be solely responsible for, and ensure that, all distances from all Reclamation infrastructures are maintained per Reclamation's guidelines as depicted in Exhibit D.

(f) The Licensee shall be solely responsible for, and ensure that, the Parking Lot is not constructed within fifty (50) feet of the toe of the Levee.

(g) The Licensee has agreed to install an observation well for Reclamation's Groundwater Monitoring Program during construction of Licensee's Project. The Licensee shall:

(i) Be solely responsible for, and ensure that, Licensee installs an observation well in accordance with Reclamation's Typical Observation Well Diagram as described and depicted on Page No. 1 of Exhibit E, attached hereto and by this reference made a part hereof.

(ii) Be solely responsible for, and ensure that, Licensee installs an observation well near the Southeast corner of said Parking Lot as depicted by arrow and red dot and highlighted on Page No. 2 of Exhibit E.

(iii) Coordinate with Reclamation on the groundwater well paperwork for submission to the Arizona Department of Water Resources.

(iv) Submit the Notice of Construction to Reclamation, so that Reclamation can schedule a Reclamation Inspector to be on-site during construction and installation activities of the observation well.

(v) Acknowledges and agrees that said observation well will be solely owned, used, operated, and maintained by Reclamation.

(h) The Licensee shall be solely responsible for, and ensure that, Licensee abides by the Archeological Survey Report, prepared by Licensee's archeologist consultant Jon M. Shumaker, MA, RPA, Principal Investigator, dated March 5, 2021, for the ground disturbing activities, excavation for water, power, and retention basin, as described and depicted on Exhibit F, attached hereto and by this reference made a part hereof.

(i) The Licensee shall be solely responsible for, and ensure that, a qualified archeologist hired by the Licensee, is present during ground disturbing activities related to trenching for utilities and excavation for retention basins.

(j) The Licensee shall be solely responsible for, and ensure that, Licensee submits a Storm Water Pollution Prevention Plan, including detailed drainage plans on the discharge flows into the retention basin and the terminus of any overflow or outfall, to Reclamation for review and approval sixty (60) days prior to the start of any construction activity.

(k) The Licensee shall be solely responsible for, and ensure that, Licensee coordinates with Arizona Department of Environmental Quality, also known as ADEQ, on said Parking Lot prior to the start of any construction activity. Licensee shall submit a copy of all correspondence between Licensee and ADEQ, for the Parking Lot, to Reclamation for review and record.

(l) The Licensee shall be solely responsible for, and ensure that, Reclamation and Association projects works and facilities, and Reclamation withdrawn lands and rights-of-way, and waters including the Boundary Pumping Plant, Drain, and Levee, are protected during the construction, installation, use, operation, maintenance, and termination activities authorized herein.

(m) The Licensee shall be solely responsible for, and ensure that, construction and installation activities of said Parking Lot do not interfere with Reclamation and/or the Association's operation and maintenance activities of the Boundary Pumping Plant, Drain, or Levee.

(n) The Licensee shall be solely responsible for, and ensure that, construction and installation activities of said Parking Lot do not adversely affect or impact the Boundary Pumping Plant, Drain, and Levee.

(o) The Licensee shall be liable for any costs associated with repairs of Reclamation and/or Association facilities, structures, or project works of Reclamation if damaged during the construction, installation, use, operation, maintenance, and termination activities authorized herein.

(p) The Licensee shall ensure that any disturbed banks on the Drain and Levee are stabilized in a manner approved by Reclamation and the Association prior to any construction.

(q) The Licensee shall protect all properties owned and/or previously permitted by Reclamation within its withdrawn lands and rights-of-way for the Boundary Pumping Plant, Drain, and Levee.

(r) The Licensee shall be solely responsible for, and ensure that, no material of any kind is discharged into Reclamation and/or Association facilities.

(s) The Licensee shall be solely responsible for, and ensure that, Reclamation and the Association have access to the Premises at all times during construction, installation, use, operation, maintenance and termination activities of the Parking Lot and/or Reclamation facilities. Nothing shall prevent Reclamation and/or the Association from construction, operation, maintenance, removal, expansion, improving, relocation and/or replacement of the Boundary Pumping Plant, Drain, Levee and/or Reclamation facilities, or the delivery of water through these facilities.

(t) Any provider intending to install or construct any utilities and/or other improvements on the Premises not specifically authorized by this License shall make separate application to Reclamation and/or the Association for authorization and right-of-use prior to any construction or installation.

(u) Prior to commencing any construction activities, the Licensee shall obtain the Association's written approval and stipulations as indicated by the Association's issuance of an Encroachment License to the Licensee and/or its contractor for the installation of Licensee's Parking Lot. Licensee shall ensure coordination with Association prior to commencing any construction or installation activity, and during all construction, installation, operation, maintenance, replacement, repair and termination activities of the Licensee's Parking Lot within Reclamation's withdrawn lands and/or Boundary Pumping Plant, Drain, and Levee rights-of-way, including inspection as required by Reclamation and/or the Association during and after construction, and shall be conducted in strict compliance with all stipulations as set forth in said Encroachment License.

(v) The Licensee shall provide a construction schedule and seventy-two (72) hour notice to Reclamation prior to the start of any construction activity. Said seventy-two (72) hour notice shall be provided to Reclamation's Technical Support Office, Construction Services Group Manager, Mr. Alex Belous, at telephone No. (928) 343-8314 and/or by electronic mail at abelous@usbr.gov, so that a Reclamation Inspector can attend any pre-construction meetings and be on-site during construction and installation activities.

(w) The Licensee shall provide a construction schedule and seventy-two (72) hour notice to the Association prior to the start of any construction activity. Said seventy-two (72) hour notice shall be provided to the Association's Senior Engineering Technician, Mr. Omar Peñuñuri, at telephone No. (928) 627-8824 so that an Association representative can attend any pre-construction meetings and be on-site during construction and installation activities.

(x) Within ninety (90) calendar days of the completion of construction and installation of the Licensee's Parking Lot, the Licensee shall furnish Reclamation and the Association each with as-built drawings depicting the location, elevation, depth, and coordinate system of said Parking Lot, as installed. Said drawings shall be provided to Reclamation and the Association to include one (1) 11x17 sized set of drawings, one copy in PDF electronic format, and one electronic copy of the drawings in AutoCAD format or compatible. Electronic drawings shall be provided to Reclamation by electronic mail to Ms. Anna Sander, Realty Technician at: asander@usbr.gov.

(y) In case of an emergency involving the Boundary Pumping Plant, Drain, and Levee rights-of-way, Reclamation's withdrawn lands and/or facilities, the Licensee shall immediately notify Reclamation at telephone No. (928) 343-8100 and the Association at telephone No. (928) 627-8824.

(z) The Licensee shall restore and repair, if necessary, the Premises and surrounding area to its original condition or improved and in a manner satisfactory to Reclamation and the Association.

(aa) The Licensee acknowledges and agrees that Reclamation and/or the Association may require the Licensee to close the Parking Lot for maintenance activities with reasonable advance notice to the Licensee, as determined by Reclamation and/or the Association.

(bb) The Licensee acknowledges and agrees that Reclamation and/or the Association may require the Licensee to cease all use, operation and maintenance activities related to the Parking Lot, for project purposes related to the withdrawn lands and rights-of-way, with reasonable advance notice to the Licensee, as determined by Reclamation and/or the Association.

(cc) Reclamation and the Association retain all rights previously reserved and the authority to enter upon the Premises.

(dd) Reclamation and the Association maintain the right to require that Licensee remove the Parking Lot if deemed necessary for construction, maintenance or related activities performed within the withdrawn lands, Boundary Pumping Plant, Drain, and Levee rights-of-way, and/or other facilities.

(ee) Any damage to the Licensee's Parking Lot or its related features caused by operation and maintenance activities of Reclamation and/or the Association on project works and/or facilities shall be the sole responsibility of the Licensee to repair and/or replace, and the United States, Reclamation, and/or the Association shall have no financial responsibility for any such repairs and/or replacements.

(ff) The Licensee shall reimburse Reclamation and/or the Association for any additional costs incurred in the operation and maintenance of Reclamation and/or Association facilities which are attributable to the Licensee's Parking Lot and its related features.

(gg) The Licensee hereby agrees to incur all costs, expenses, obligations, and duties to restore the Licensee's Parking Lot in the event Reclamation and/or the Association exercise their rights reserved herein.

(hh) Reclamation will accept no responsibility for the structural adequacy of the Parking Lot. Approval is based on the construction and installation of the Parking Lot only.

(ii) This authorization to use Reclamation's withdrawn lands and rights-of-way shall not be construed as a grant of any permanent ownership and/or interest or as abandonment by the United States or Reclamation of any rights, including but not limited to, use and occupancy of the Premises, and/or Reclamation's withdrawn lands and rights-of-way.

(jj) All on-site personnel shall be personally instructed by Licensee regarding the above-listed conditions.

GENERAL PROVISIONS

22. HOLD HARMLESS:

(a) Reclamation: The Licensee hereby agrees to indemnify and hold harmless Reclamation, its officers, employees, agents, and assigns, from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Licensee's activities under this License. Additionally, except for acts of negligence, the Licensee releases Reclamation, its officers, employees, agents, and assigns, from

any and all liability for damage arising from injury to persons or damage to structures, equipment, improvements, or works of the Licensee resulting from the construction, reconstruction, operation, or maintenance of any of the works of Reclamation. Provided, however, that nothing contained in this clause shall be deemed to modify or limit any liability which may be imposed by the Federal Tort Claims Act, 28 U.S.C. § 2671-2680.

(b) Association: The Licensee shall indemnify, defend, and hold harmless the Association, its officers, directors, employees, agents, representatives, successors, and assigns, from and against all claims, costs, losses, damages, demands, liabilities, and expenses (including, but not limited to, all fees and charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) of any kind or character arising out of or relating to:

(1) Any act or omission by the Licensee or its representatives, to include its employees, agents, contractors, subcontractors, or any other persons directly or indirectly employed by any one of the foregoing, or reasonably under the control of any of the foregoing, or for whose acts any of the foregoing may be liable (collectively, "Representatives"), in connection with the rights granted to Licensee pursuant to this License;

(2) Any violation or alleged violation by the Licensee or its Representatives of any law or regulation now or hereafter enacted;

(3) Any breach by Licensee of its obligations under this License; and

(4) Any enforcement by the Association of any provision of this License; provided, however, the foregoing indemnification shall not apply to the extent any claim is ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Association, its officers, directors, employees, agents, representatives, successors, and assigns.

23. DISCOVERY OF CULTURAL RESOURCES: The Licensee shall immediately provide a verbal notification to Reclamation's Environmental Planning and Compliance Group Manager at telephone No. (928) 343-8100 of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on or within the Premises. The Licensee shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include but are not limited to historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities authorized under this License. The Licensee shall immediately cease its activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of the Licensee.

24. CLEAN AIR AND WATER: The Licensee agrees as follows:

(a) To comply with all Federal, State, and local requirements of the Clean Air Act of 1955, Pub. L. No. 84-159, 69 Stat. 322, as supplemented and amended (CAA), and the Federal Water Pollution Control Act of 1948, Pub. L. No. 80-845, 62 Stat. 1155, as supplemented and amended (CWA); and

(b) To obtain written permission from Reclamation prior to conducting any activities that require permits, plans, or certificates under the CAA or the CWA; and

(c) To provide Reclamation with a copy of any correspondence between the Licensee and any regulatory agency concerning CAA or CWA compliance, including but not limited to copies of permit applications, permits, reports, notices of violation, or enforcement actions; and

(d) To take immediate and effective action to correct any violation related to the CAA or the CWA. The Licensee shall provide Reclamation with a narrative description of the violation, the actions taken by the Licensee, the date the violation began, the date that the Licensee became aware of the violation, and the date that the Licensee returned to compliance; and

(e) To take action to comply with any changes to the CAA and the CWA within the schedule required by the regulation, rule, or guidance.

25. HAZARDOUS MATERIALS: During the performance of any activity on the Premises, the Licensee agrees as follows:

(a) The Licensee shall not allow contamination or pollution of withdrawn lands and rights-of-way, waters, facilities, and/or project works of Reclamation for which the Licensee has the responsibility for care, operation, and maintenance by its Representatives and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Licensee shall comply with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Reclamation withdrawn lands and rights-of-way, waters, facilities, and/or project works.

(c) "Hazardous material" shall mean any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675 (2012), and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Reclamation withdrawn lands and rights-of-way, waters, facilities, and/or project works, the Licensee shall initiate emergency measures to protect health and safety and the environment if necessary and shall provide notice of such discovery with full details of the actions to Reclamation's Environmental Planning and Compliance Group Manager at telephone No. (928) 343-8100. Additionally, all spills regardless of size shall be reported to Reclamation's Environmental Planning and Compliance Group Manager. Such notice shall be within a reasonable time period but not to exceed twenty-four (24) hours from the time of discovery if it is an emergency, and the first (1st) working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of this Article, upon which the Licensee does not take immediate corrective action, shall constitute grounds for termination of this License and shall make the Licensee liable for the cost of the full and complete remediation and/or restoration of any resources, lands, waters, projects and/or facilities of Reclamation that are adversely affected as a result of the violation.

(f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any entered subcontract or third-party contract authorized by this License.

(g) Reclamation agrees to provide information necessary to the Licensee for using reasonable diligence to comply with the provisions of this Article.

26. PESTICIDES: In use of the Premises:

(a) The Licensee shall not permit the use of any pesticides on withdrawn lands and rights-of-way, waters, facilities, or project works of Reclamation without prior written authorization from Reclamation. The Licensee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days prior to pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and furnished to Reclamation no later than five (5) working days after application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Licensee shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to Reclamation with full details of the actions taken. Reporting must be made within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first (1st) working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written authorization from Reclamation.

(g) The Licensee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any entered subcontract or third-party contract authorized by this License.

27. NONDISCRIMINATION: The Licensee hereby agrees as follows:

(a) To comply with Title VI of the Civil Rights Act of 1964, § 601, Pub. L. No. 88-352, 78 Stat. 241, as supplemented and amended, which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17 (2016). For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.202(h) (2016).

(b) To comply with the Rehabilitation Act of 1973, § 504, Pub. L. No. 93-112, 87 Stat. 355, as supplemented and amended, which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance. For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.12(e) (2016).

(c) To comply with the Age Discrimination Act of 1975, as supplemented and amended, 42 U.S.C. §§ 6101-6107, and the general age discrimination regulations at 45 CFR § 90 (2016) which are designed to prohibit discrimination on the basis of age in programs and activities

receiving Federal financial assistance, as set forth in 43 CFR § 17 (2016). For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.303(h) (2016).

(d) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participates receiving Federal financial assistance hereunder, to comply with the requirements of these provisions.

28. NOTICES: Any notice, demand, authorization, or request required to be made or given herein shall be served via hand delivery, with signed receipt of acceptance, or by certified mail addressed to the respective addresses given herein and the hand delivery or mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

(a) Any notice, demand, authorization, or request required by this License to be made or given to or upon Reclamation, or the United States, except as otherwise provided herein, shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the Area Manager, Yuma Area Office, Bureau of Reclamation, 7301 Calle Agua Salada, Yuma, Arizona 85364.

(b) Any notice, demand, authorization, or request required by this License to be made or given to or upon the Association shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the Manager, Yuma County Water Users' Association, P.O. Box 5775, Yuma, Arizona 85366-5775.

(c) Any notice, demand, authorization, or request required by this License to be made or given to or upon the Licensee shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the Community Development Director, City of San Luis, 1090 East Union Street or P.O. Box 1170, San Luis, Arizona 85349.

(d) The designation of the person to or upon whom any notice, demand, authorization, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this Article for other notices.

29. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or Resident Commissioner, and no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part of this License or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this License if made with a corporation or contractor for its general benefit.

30. COVENANT AGAINST CONTINGENT FEES: The Licensee warrants that no person or agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide

employees or bona fide established agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, Reclamation shall have the right to annul this License without liability or in its discretion to require the Licensee to pay, in addition to the right-of-use consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

31. ILLEGAL USE: Any activity deemed to be illegal on Reclamation withdrawn lands and rights-of-way, waters, project works, or facilities, shall be cause for immediate termination of this License.

32. EFFECT OF LICENSE: This License sets forth the intention of the parties hereto as to the purposes set forth herein and Reclamation, makes no other claim or warranty, expressed or implied, as to its extent or validity.

33. NO WARRANTY: Reclamation makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

34. FURTHER ASSURANCES: The parties hereto shall execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this License.

35. ARTICLE HEADINGS: The Article headings referenced in this License are included for convenience only and the parties intend that they shall be disregarded in interpreting this License.

36. EXHIBITS: Except as otherwise provided herein, all exhibits attached to this License are incorporated into this License by reference herein and made a part hereof.

37. SUCCESSORS AND ASSIGNS: This License is personal, revocable, and nontransferable and except as otherwise provided herein, shall not be construed as granting to the Licensee any permanent right, title, or interest in the Premises, facilities, or project works of Reclamation. This License shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto; provided, however, that no assignment or transfer of any of the rights of the Licensee hereunder shall be made without the prior written consent of Reclamation.

38. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

IN WITNESS WHEREOF, the parties hereto have signed their names to this CONTRACT AND GRANT OF LICENSE which shall become effective the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____
Michael D. Norris
Area Manager
Yuma Area Office
Interior Region 8: Lower Colorado Basin
Bureau of Reclamation
Department of the Interior

Date: _____

ACCEPTANCE:

CITY OF SAN LUIS, ARIZONA

By: _____

Title: _____

Date: _____

CONCURRENCE:

YUMA COUNTY WATER USERS' ASSOCIATION

By: _____

Title: _____

Date: _____

NOTARIAL ACKNOWLEDGEMENT

State of Arizona)

County of Yuma)

On this ___day of _____, 2022, before me, _____, a Notary Public in and for said County and State personally appeared_____, Area Manager, Yuma Area Office, Interior Region 8: Lower Colorado Basin, Bureau of Reclamation, United States Department of the Interior, known to me to be the person described in the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of the United States of America in the capacity therein stated and for the purpose therein contained.

Name

(Notary Seal)

_____
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract and License No. 18-07-34-L1923
Date of Document	
Number of Pages	23 and Exhibits A, B, C, D, E, and F
Additional Signers (other than those named in the notarial certificate)	City of San Luis, Arizona Yuma County Water Users' Association

NOTARIAL ACKNOWLEDGEMENT

State of Arizona)

County of Yuma)

On this ____day of _____, 2022, before me, _____, a Notary Public in and for said County and State personally appeared _____, _____ of
Name Title

City of San Luis, Arizona (City), known to me to be the person described in the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of City in the capacity therein stated and for the purpose therein contained.

(Notary Seal) _____
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract and License No. 18-07-34-L1923
Date of Document	
Number of Pages	23 and Exhibits A, B, C, D, E, and F
Additional Signers (other than those named in the notarial certificate)	Bureau of Reclamation Yuma County Water Users' Association

NOTARIAL ACKNOWLEDGEMENT

State of Arizona)

County of Yuma)

On this ____day of _____, 2022, before me, _____, a Notary Public in and for said County and State personally appeared _____, _____ of
Name Title

Yuma County Water Users' Association (Association), known to me to be the person described in the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of Association in the capacity therein stated and for the purpose therein contained.

(Notary Seal) _____
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract and License No. 18-07-34-L1923
Date of Document	
Number of Pages	23 and Exhibits A, B, C, D, E, and F
Additional Signers (other than those named in the notarial certificate)	Bureau of Reclamation City of San Luis, Arizona

CITY OF SAN LUIS
PARKING LOT ADDITION PROJECT

Mayor
GERARDO SANCHEZ

Vice-Mayor
MARIA CECILIA RAMOS

City Council
AFRICA LUNA-CARRASCO
GLORIA TORRES
MATIAS ROSALES
MARIO BUCHANAN JR.
RUBEN WALSHE

City Manager
TADEO A. DE LA HOYA

Director of Public Works
EULOGIO VERA, P.E.

APPROVED: _____ Date: _____
City Manager

APPROVED: _____ Date: _____
Director of Public Works

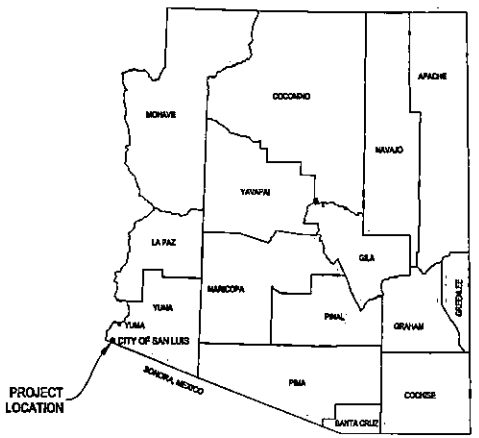
PREPARED BY:
JAMES DAVEY AND ASSOCIATES
1025 W. 24th STREET, SUITE 2
YUMA, AZ 85364
(928) 782-7926

CSL-18

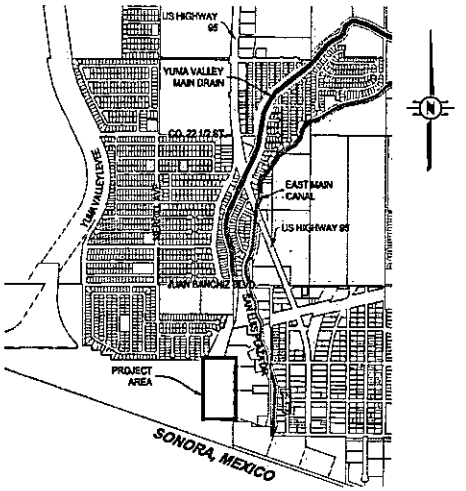
CITY OF SAN LUIS PARKING LOT EXTENSION

EXHIBIT A
CONTRACT NO. 18-07-34-L1923

EXHIBIT A
CONTRACT NO. 18-07-34-L1923



LOCATION MAP
NTS



SAN LUIS VICINITY MAP
NTS

SHEET INDEX

SHEET NUMBER:	TITLE:
T-1	COVER SHEET
G-1	GENERAL NOTES, & KEY MAP
G-2	LEGEND & ABBREVIATIONS
C-1	DIMENSIONED SITE PLAN - SOUTH HALF
C-2	DIMENSIONED SITE PLAN - NORTH HALF
C-3	GRADING AND PAVING PLAN - SOUTH HALF
C-4	GRADING AND PAVING PLAN - NORTH HALF
C-5	WATER AND ELECTRICAL PLAN
D-1	TYPICAL CROSS SECTION AND DETAILS

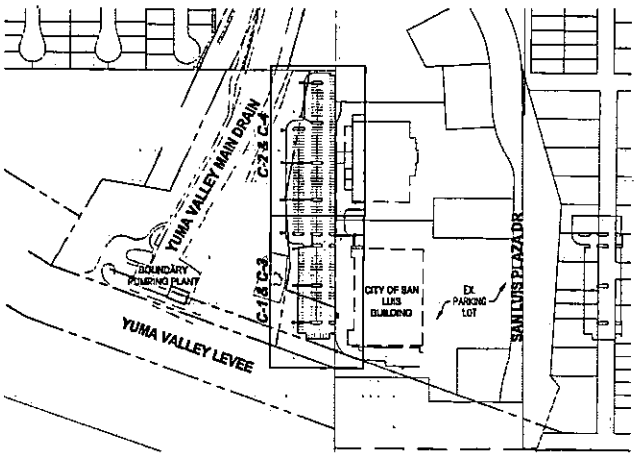
BENCHMARKS

FD 1972 BLM 3" BC
PROPERTY CORNER
NORTHING = 543313.13
EASTING = 380201.88
ELEVATION = 86.06

TEMPORARY BENCHMARKS

TBM #1
WATER VALVE ON THE SOUTH-WEST OF PRICE CENTER BUILDING
NORTHING = 542798.970'
EASTING = 380400.526'
ELEVATION = 87.33'

TBM #2
FD 1/2" REBAR
NORTH-WEST PROPERTY CORNER
NORTHING = 543757.686'
EASTING = 380378.653'
ELEVATION = 86.92'



KEY MAP
NTS

GENERAL NOTES

1. UTILITY LOCATIONS ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY EXISTENCE, LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO TRENCHING. CONTRACTOR SHALL PROTECT ALL UTILITIES IN PLACE UNLESS OTHERWISE SPECIFIED IN THE PLANS. CALL ARIZONA BLUESTAKE-1-800-STAKE-IT AT LEAST 48 HRS PRIOR TO EXCAVATION.
2. NOT ALL STANDARD DRAWINGS ARE INCLUDED HEREIN. STANDARD DRAWINGS LISTED BUT NOT SHOWN ARE INCLUDED BY REFERENCE.

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1023 W. 24th Street, Suite 3 - YUMA, AZ 85364 - (928) 783-7826

CITY OF SAN LUIS
PARKING LOT ADDITION PROJECT

PROJECT LOCATION, VICINITY MAP
GENERAL NOTES, & KEY MAP

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

CSL-15

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: J.V.D.	
DRAWN BY: D.J.Z.	
APPROVED BY: J.V.D.	
SHEET G-1	
NOVEMBER 16, 2017	

EXHIBIT A

CONTRACT NO. 18-07-34-L1923

ABBREVIATIONS

@	AT	ENGR	ENGINEER	N/A	NOT APPLICABLE	STRUCT	STRUCTURE
AB	AGGREGATE BASE	EP	EDGE OF PAVEMENT	N	NORTH	SUSP	SUSPEND
ABC	AGGREGATE BASE COURSE	EQPMT	EQUIPMENT	NAD	NORTH AMERICAN DATUM	SW	SOUTHWEST
ABDN	ABANDONED	EVC	END OF VERTICAL CURVE	NAVD	NORTH AMERICAN VERTICAL DATUM	SYMM	SYMMETRICAL
ABUTMT	ABUTMENT	EW	EACH WAY	NB	NORTHBOUND		
AC	ASPHALTIC CONCRETE, ALUMINUM CAP, ASBESTOS CEMENT	EX., EXIST.	EXISTING	NE	NORTHEAST	T	TANGENT, TOWNSHIP, TELEPHONE
		EXP	EXPOSED	NIC	NOT IN CONTRACT	T&B	TOP AND BOTTOM
ACI	AMERICAN CONCRETE INSTITUTE	EXP JT	EXPANSION JOINT	NO.	NUMBER	TB	THRUST BLOCK
ACP	ASBESTOS CEMENT PIPE			NOM	NOMINAL	TBM	TEMPORARY BENCH MARK
ADDL	ADDITIONAL	FAB	FABRICATION	NORM	NORMAL	TC	TOP OF CONCRETE, TOP OF CURB
ADJ	ADJACENT, ADJUSTABLE	FC	FLEXIBLE COUPLING	NPT	NATIONAL PIPE THREAD	TCE	TEMPORARY CONSTRUCTION EASEMENT
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION	FCA	FLANGED COUPLING ADAPTER	NTS	NOT TO SCALE	TDH	TOTAL DYNAMIC HEAD
AFF	AT FINISH FLOOR	FD	FOUND	NW	NORTHWEST	TECH	TECHNICAL
AG	AGRICULTURAL	F.D.C.	FIRE DEPARTMENT CONNECTION	NWS	NORMAL WATER SURFACE	TEL	TELEPHONE
AGGR	AGGREGATE	FDN	FOUNDATION			TEMP	TEMPORARY
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	F.F.	FINISHED FLOOR ELEVATION	O/H	OVERHEAD	TF	TOP FACE
ALUM	ALUMINUM	FG	FINISH GRADE	O&M	OPERATION & MAINTENANCE	THD	THREAD
ANG	ANGLE	FH	FIRE HYDRANT	OC	ON CENTER	THK	THICK
APPROX	APPROXIMATE, APPROXIMATELY	FIG.	FIGURE	OD	OUTSIDE DIAMTER	THRD	THREADED
APS	ARIZONA PUBLIC SERVICE	FL	FLOW LINE	OF	OUTSIDE FACE, OVERFLOW	TMH	TELEPHONE MANHOLE
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	FLEX	FLEXIBLE	OPNG	OPENING	T.O.	TOP OF, TURNOUT
ASSY	ASSEMBLY	FLG	FLANGE	OPP	OPPOSITE	TOB	TOP OF BANK
AUTO	AUTOMATIC	FLR	FLOOR	O TO O	OUT TO OUT	TOL	TOP OF LINING
AUX	AUXILIARY	F.O.	FIBER OPTIC	OVFL	OVERFLOW	TOP	TOP OF PIPE
AVE	AVENUE	FOW	FACE OF WALL			TORL	TOP OF RAISED LINING
AVG	AVERAGE	FT	FOOT, FEET	P&ID	PROCESS AND INSTRUMENTATION DIAGRAM	TP	TELEPHONE POLE, TEST PIT, TURNING POINT
AWWA	AMERICAN WATER WORKS ASSOCIATION	FTG	FOOTING, FILLING	PC	POINT OF CURVATURE	TPI	TURNOUT POINT OF INTERSECTION
		FWD	FORWARD	PCC	PORTLAND CEMENT CONC.	TRANS	TRANSITION
BC	BRASS CAP/BACK CURB				POINT OF COMMAND CURVATURE	TRS	TRAFFIC SIGNAL
BEG	BEGIN, BEGINNING	G	GAS	PCC		TS	TRAFFIC SIGN, TOP OF SLOPE
BF	BLIND FLANGE, BOTTOM FACE	GA	GAUGE	PE	POLYETHYLENE	TW	TOP OF WALL
BK	BACK	GAL	GALLON	PERM	PERMANENT	TYP.	TYPICAL
BLDG	BUILDING	GALV	GALVANIZED	PI	POINT OF INTERSECTION		
BM	BENCHMARK	G.I.	GALVANIZED IRON	PJF	PREMOLDED JOINT FILLER	U/G	UNDERGROUND
BOTT	BOTTOM	G.S.	GALVANIZED STEEL	PL	PROPERTY LINE	UBC	UNIFORM BUILDING CODE
BRG	BEARING	GB	GRADE BREAK	POB	POINT OF BEGINNING	UNK	UNKNOWN
BTWN	BETWEEN	GC	GROOVED COUPLING	POC	POINT OF CURVATURE	UNO	UNLESS NOTED OTHERWISE
BV	BALL VALVE, BUTTERFLY VALVE	GND	GROUND	POE	POINT OF ENDING	USBR	UNITED STATES BUREAU OF RECLAMATION
BVC	BEGINNING OF VERTICAL CURVE	GPD	GALLONS PER DAY	POT	POINT OF TANGENT		
BW	BARBED WIRE	GPH	GALLONS PER HOUR	PP	POWER POLE	VC	VERTICAL CURVE
		GPM	GALLONS PER MINUTE	PRC	POINT OF REVERSE CURVE	V.C.&G.	VERTICAL CURVE AND GUTTER
CL	CHAINLINK	GRTG	GRATING	PREFAB	PREFABRICATED	VG	VALLEY GUTTER
C, CONC	CONCRETE, CENTER	GSP	GALVANIZED STEEL PIPE	PRESS.	PRESSURE	VERT	VERTICAL
CAP	CAPACITY	GSRSM	GILA & SALT RIVER BASE & MERIDIAN	PRI	PRIMARY	VOL	VOLUME
CATV	CABLE TELEVISION	GT, GTR	GUTTER	PROP	PROPERTY	VPI	VERTICAL POINT OF INTERSECTION
CB	CATCH BASIN	GV	GATE VALVE, GAS VALVE	PS	PUMP STATION, PRESSURE SWITCH	VTR	VENT THRU ROOF
CCP	CONCRETE CYLINDER PIPE			PSF	POUNDS PER SQUARE FOOT		
CD	CROSS-DRAINAGE STRUCTURE			PSI	POUNDS PER SQUARE INCH	W	WITH
CF	CUBIC FEET	HC	HANDICAPPED	PSIG	POUNDS PER SQUARE INCH, GAUGE	W	WATER, WEST
CFM	CUBIC FEET PER MINUTE	HB	NOSE BIB	PT	POINT, POINT OF TANGENCY	WB	WESTBOUND
CFS	CUBIC FEET PER SECOND	HDPE	HIGH DENSITY POLYETHYLENE	PV	PLUG VALVE, PRESSURE VALVE	WI	WROUGHT IRON
CI	CAST IRON	HDWR	HARDWARE	PVC	POLYVINYL CHLORIDE	WM	WATER METER
CJ	CONSTRUCTION JOINT	HDWL	HEADWALL	PVMT	PAVEMENT	WMIDD	WELLTON MOHAWK IRRIGATION AND DRAINAGE DISTRICT
℄	CENTERLINE	HGL	HYDRAULIC GRADE LINE	PVT	POINT OF VERTICAL TANGENCY		
CLR	CLEAR, CLEARANCE	HGT	HEIGHT			WS	WATER STOP, WATER SURFACE
CMP	CORRUGATED METAL PIPE	HH	HAND HOLE	Q	FLOW RATE (CFS)	WSEL	WATER SURFACE ELEVATION
CMU	CONCRETE MASONRY UNITS	HORIZ	HORIZONTAL	QUAD	QUADRANT	WSP	WELDED STEEL PIPE
C.O.	CLEANOUT	HP	HORSEPOWER	QTY	QUANTITY	WWF	WELDED WIRE FABRIC
CO.	COUNTY	HWS	HIGH WATER SURFACE			WV	WATER VALVE
CONN	CONNECTION, CONNECT	HWY	HIGHWAY				
CONST	CONSTRUCTION, CONSTRUCT			ROW	RIGHT OF WAY		
CONT	CONTINUOUS	ID	INSIDE DIAMETER	R	RECORD, RIGHT, RANGE	XFMR	ELECTRICAL TRANSFORMER
COORD	COORDINATE	IE	INVERT ELEVATION	RAD	RADIUS		
COY	CITY OF YUMA	IF	INSIDE FACE	RB	REBAR	YC	YUMA COUNTY
CP	CONTROL POINTS	IN.	INCH	RC	REINFORCED CONCRETE	YCWUA	YUMA COUNTY WATER USERS' ASSOCIATION
CPLG	COUPLING	INSTM	INSTRUMENTATION	R.C.&G.	ROLL CURB AND GUTTER	YD	YARD
CC,	CENTER TO CENTER	INSUL	INSULATE	RCP	REINFORCED CONCRETE PIPE	YID	YUMA IRRIGATION DISTRICT
CTR	CENTER	INT	INTERIOR	RD	ROAD	YMC	YUMA MESA CONDUIT
CTRD	CENTERED	INV.	INVERT	RED	REDUCER	YMIDD	YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
CU	CUBIC	IRR	IRRIGATION	REF	REFER, REFERENCE	YR	YEAR
CULV	CULVERT			REHAB	REHABILITATED, REHABILITATION		
CV	CHECK VALVE	JT.	JOINT	REINF	REINFORCE, REINFORCED, REINFORCING		
CWS	CALCULATED WATER SURFACE			REQD	REQUIRED		
		L	LENGTH	RESL	RESILIENT		
DW	DRIVEWAY	LAT	LATERAL	RGRCP	RUBBER GASKET REINFORCED CONCRETE PIPE		
D	DEPTH	LB	POUND	RM	ROOM		
DBL	DOUBLE	LF	LINEAR FEET	RR	RAILROAD		
DC	DEPRESSED CURB	LH	LEFT HAND	RTN	RETURN		
DEG	DEGREE	LN	LANE				
DEMO	DEMOLITION	LR	LONG RADIUS	S	SEWER, SOUTH		
DG	DOWN GUY	LS	LAND SURVEYOR	SB	SOIL BORING, SOUTHBOUND		
DIA	DIAMETER	LT	LIGHT, LEFT	SCHED	SCHEDULE		
DIAG	DIAGONAL	LW	LIP OF GUTTER	SD	STORM DRAIN		
DIM	DIMENSION	M	MEASURED	SE	SOUTHEAST		
DIP	DUCTILE IRON PIPE	MAINT	MAINTENANCE, MAINTAIN	SEC	SECTION		
DISCH	DISCHARGE	MATL	MATERIAL	SF	SQUARE FEET		
DOI	U.S. DEPARTMENT OF THE INTERIOR	MAX	MAXIMUM	SH	SHEET		
DN	DOWN	MB	MAIL BOX	SIM	SIMILAR		
DR	DRIVE	MCC	MOTOR CONTROL CENTER	SL, ℄	SECTION LINE, SURVEY LINE, STREET LIGHT		
DW	DRIVEWAY	MECH	MECHANICAL	SMH	SEWER MANHOLE		
DWG	DRAWING	MFR	MANUFACTURER	SP	SPACE, SPACES		
DWS	DESIGN WATER SURFACE	MH	MANHOLE	SPEC	SPECIFICATIONS		
		MAI	MUNICIPAL AND INDUSTRIAL	SPECD	SPECIFIED		
E	EAST, ELECTRIC	MIN	MINIMUM	SPLY	SUPPLY		
EA	EACH	MISC	MISCELLANEOUS	SQ	SQUARE		
EASE	EASEMENT	MJ	MECHANICAL JOINT	SR	STATE ROUTE		
EB	EASTBOUND	MO	MONTH	SS	SANITARY SEWER		
ECC	ECCENTRIC	MON	MONUMENT	SST, SS	STAINLESS STEEL		
EF	EACH FACE	MTD	WALL MOUNTED	ST	STREET		
EG, EX, GR	EXISTING GRADE	MTG	MOUNTING	STA	STATION		
EL, ELEC	ELECTRIC, ELECTRICAL	MTL	METAL	STD	STANDARD		
ELB	ELBOW	MW	MONITORING WELL	STL	STEEL		
ELEV	ELEVATION	MWS	MAXIMUM WATER SURFACE	STRL	STRUCTURAL		

LEGEND

- NEW DRIVEWAY ENTRANCE WITH DEPRESSED CURB (D.C.)
- EXIST. DRIVEWAY ENTRANCE/ HANDICAP RAMP
- EXIST./NEW STRUCTURE
- EXIST. ASPHALT PAVEMENT
- NEW ASPHALT PVMT. AS NOTED
- EXIST. CONST. TO BE REMOVED
- NEW CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- EXIST. CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- NEW VERTICAL CURB & GUTTER (VC&G)
- EXIST. VERTICAL CURB & GUTTER (VC&G)
- NEW ROLL CURB & GUTTER (RC&G)
- EXIST. ROLL CURB & GUTTER (RC&G)
- NEW CONCRETE VALLEY GUTTER
- EXIST. CONCRETE VALLEY GUTTER
- GUTTER CATCH BASIN
- FLUSH CATCH BASIN
- EXIST./NEW PROPERTY LINE – ℄
- EXIST./NEW CENTER LINE – ℄
- EXIST./NEW RIGHT-OF-WAY LINE – R/W
- EXIST./NEW WOOD FENCE
- EXIST./NEW WIRE FENCE
- EXIST./NEW MASONRY FENCE
- EXIST./NEW CHAIN LINK FENCE
- EXIST./NEW WROUGHT IRON FENCE
- NEW DITCH AS NOTED
- EXIST. DITCH AS NOTED
- NEW IRRIGATION OR STORM DRAIN PIPE
- EXIST. IRRIGATION OR STORM DRAIN PIPE
- EXIST. STAND PIPE
- NEW STAND PIPE
- EXIST. IRRIGATION OR DRAINAGE JUNCTION BOX
- NEW IRRIGATION OR DRAINAGE JUNCTION BOX
- EXIST./NEW IRRIGATION/SPRINKLER VALVE
- EXIST. SANITARY SEWER PIPE
- NEW SANITARY SEWER PIPE
- EXIST. SANITARY CLEAN OUT
- NEW SANITARY CLEAN OUT
- EXIST. MANHOLE AS NOTED
- EXIST. MANHOLE TO BE BROUGHT TO GRADE
- NEW MANHOLE
- DRAINAGE DIVIDE
- EXIST. SLOPES
- NEW SLOPES
- EXIST. ELEVATION
- NEW ELEVATION
- EXIST. GAS LINE
- NEW GAS LINE
- EXIST./NEW DOWN GUY
- EXIST. POWER POLE
- NEW POWER POLE
- EXIST. TELEPHONE POLE
- NEW TELEPHONE POLE
- EXIST. TRAFFIC SIGNAL (T.S.)
- NEW TRAFFIC SIGNAL
- EXIST. LIGHT POLE (L.P.)
- NEW LIGHT POLE
- EXIST. WATER LINE
- NEW WATER LINE
- EXIST. END CAP W/ BLOW-OFF
- NEW END CAP W/ BLOW-OFF
- EXIST. FIRE HYDRANT (F.H.)
- NEW FIRE HYDRANT
- EXIST. FIRE DEPARTMENT CONNECTION (F.D.C.)
- NEW FIRE DEPARTMENT CONNECTION
- EXIST. VALVE
- EXIST. VALVE TO BE BROUGHT TO GRADE
- NEW VALVE & VALVE BOX
- EXIST. THRUST BLOCK
- NEW THRUST BLOCK
- NEW WATER METER BOX
- EXIST. WATER METER BOX (W.M.)
- EXIST. W.M. BOX TO BE RELOCATED
- EXIST. TRAFFIC SIGN
- NEW TRAFFIC SIGN
- EXIST. STREET SIGN
- NEW STREET SIGN
- EXIST. STREET LIGHT
- NEW STREET LIGHT
- EXIST./NEW BARRICADE
- ROCK RIPRAP (AS NOTED)
- EXIST. TREE, PALM OR SHRUB
- EXIST. TREE, PALM OR SHRUB TO BE REMOVED
- EXIST. HEDGE (AS NOTED)
- EXIST. STORM DRAIN PIPE
- NEW STORM DRAIN PIPE
- EXIST. MAIL BOX
- EXIST. MAIL BOX TO BE RE-SET
- EXIST. SURVEY MONUMENT & COVER
- NEW SURVEY MONUMENT & COVER NO. 4-063 OR 4-050
- EXIST. SURVEY MONUMENT COVER TO BE BROUGHT TO GRADE
- NEW SURVEY MONUMENT, AS NOTED
- NEW SURVEY MONUMENT NO. 4-080
- FOUND SURVEY MONUMENT
- SURVEY CONTROL POINT
- PROJECT BENCH MARK/TEMPORARY BENCHMARK
- NEW CONSTRUCTION NOTE
- REMOVAL NOTE

NOTES:

1) THIS IS A STANDARD ABBREVIATION AND LEGEND SHEET; THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE DRAWINGS.

2) CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED OR REFER TO ABBREVIATIONS FOR USE ON DRAWINGS AND TEXT PUBLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).

SECTION AND DETAIL STANDARDS:

DETAIL (NUMERAL) DESIGNATION ON DRAWING WHERE DETAIL IS TAKEN

SECTION (LETTER) DESIGNATION ON DRAWING WHERE SECTION IS TAKEN. ARROW INDICATES DIRECTION OF SECTION.

DRAWING NUMBER (OR LINE IF TAKEN AND SHOWN ON SAME DRAWING) ON DRAWING WHERE SECTION OR DETAIL IS SHOWN.

SCREENING:

SCREENED ELEMENTS ON AREA MAPPING REPRESENT EXISTING FACILITIES OR ELEVATIONS.

SCREENED BACKGROUNDS ON OTHER DRAWINGS CAN REPRESENT EXISTING FACILITIES OR FACILITIES TO BE CONSTRUCTED UNDER THIS CONTRACT, WHICH, IF DRAWN IN SOLID LINES, WOULD OBSCURE THE PARTICULAR DETAILS BEING SHOWN. CONSULT THE ENGINEER IF SCREENING OF ANY ELEMENTS IS NOT SELF-EXPLANATORY.

STANDARD DETAILS:

STANDARD DETAIL CALLOUTS ARE SHOWN TO INDICATE DETAIL REQUIRED AT SPECIFIC LOCATIONS. AT ALL LOCATIONS WHERE A STANDARD DETAIL CALLOUT IS NOT SHOWN, THE CONTRACTOR SHALL USE THE STANDARD DETAIL MOST APPLICABLE AND CONSISTENT WITH OTHER WORK UNDER THIS CONTRACT.

CSL-15

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1028 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 783-7128

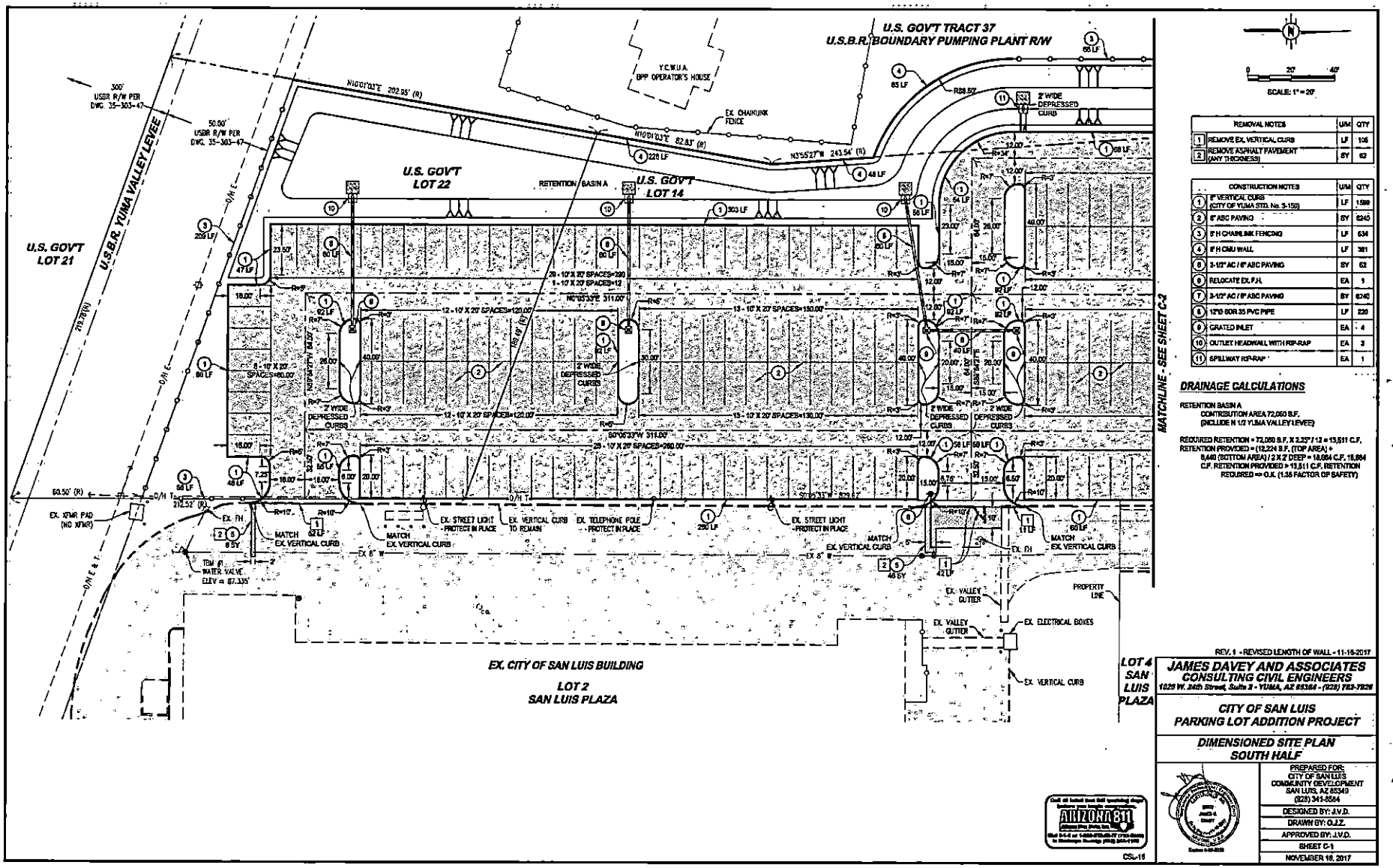
CITY OF SAN LUIS
PARKING LOT ADDITION PROJECT

LEGEND & ABBREVIATIONS

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY:	J.V.D.
DRAWN BY:	O.J.Z.
APPROVED BY:	J.V.D.
SHEET	G-2
	NOVEMBER 16, 2017

EXHIBIT A
CONTRACT NO. 18-07-34-L1923



REMOVAL NOTES		UNIT	QTY
1	REMOVE EX. VERTICAL CURB	LF	105
2	REMOVE ASPHALT PAVEMENT (ANY THICKNESS)	SY	62

CONSTRUCTION NOTES		UNIT	QTY
1	6" VERTICAL CURB (CITY OF YUMA STD. No. 5-150)	LF	1599
2	6" ASC PAVING	SY	6245
3	5' H CHAINLINK FENCING	LF	634
4	8' H CMU WALL	LF	381
5	3-1/2" AC / 6" ASC PAVING	SY	62
6	RELOCATE EX. F.H.	EA	1
7	3-1/2" AC / 6" ASC PAVING	SY	6240
8	12"Ø SDR 35 PVC PIPE	LF	226
9	GRATED INLET	EA	4
10	OUTLET HEADWALL WITH RIP-RAP	EA	3
11	SPILLWAY RIP-RAP	EA	1

DRAINAGE CALCULATIONS

RETENTION BASIN A
CONTRIBUTION AREA 72,050 S.F.
(INCLUDE N 1/2 YUMA VALLEY LEVEE)

REQUIRED RETENTION = 72,050 S.F. X 2.25" / 12 = 13,511 C.F.
RETENTION PROVIDED = (12,224 S.F. (TOP AREA) + 9,440 (BOTTOM AREA) / 2 X 2' DEEP = 18,664 C.F. 18,664 C.F. RETENTION PROVIDED > 13,511 C.F. RETENTION REQUIRED => O.K. (1.38 FACTOR OF SAFETY)

REV. 1 - REVISED LENGTH OF WALL - 11-16-2017

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1029 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 783-7826

CITY OF SAN LUIS
PARKING LOT ADDITION PROJECT

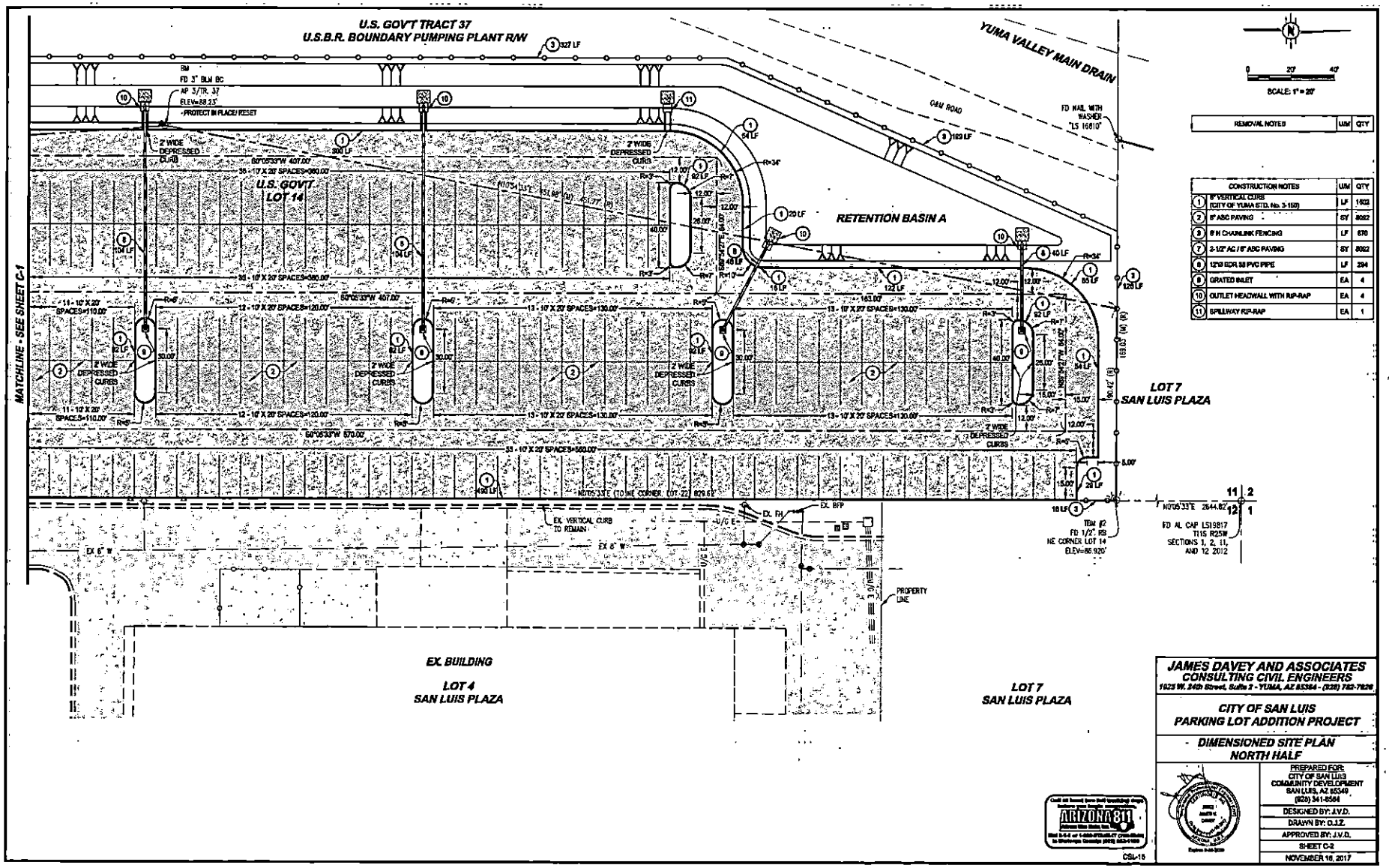
DIMENSIONED SITE PLAN
SOUTH HALF

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8564

DESIGNED BY: J.V.D.	
DRAWN BY: O.J.Z.	
APPROVED BY: J.V.D.	
SHEET C-1	
NOVEMBER 16, 2017	

CSL-19

EXHIBIT A
CONTRACT NO. 18-07-34-L1923



JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1925 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7829

CITY OF SAN LUIS
PARKING LOT ADDITION PROJECT

- DIMENSIONED SITE PLAN
NORTH HALF

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8504

DESIGNED BY: J.V.D.
DRAWN BY: O.J.Z.
APPROVED BY: J.V.D.
SHEET C-2
NOVEMBER 16, 2017

CSU-15

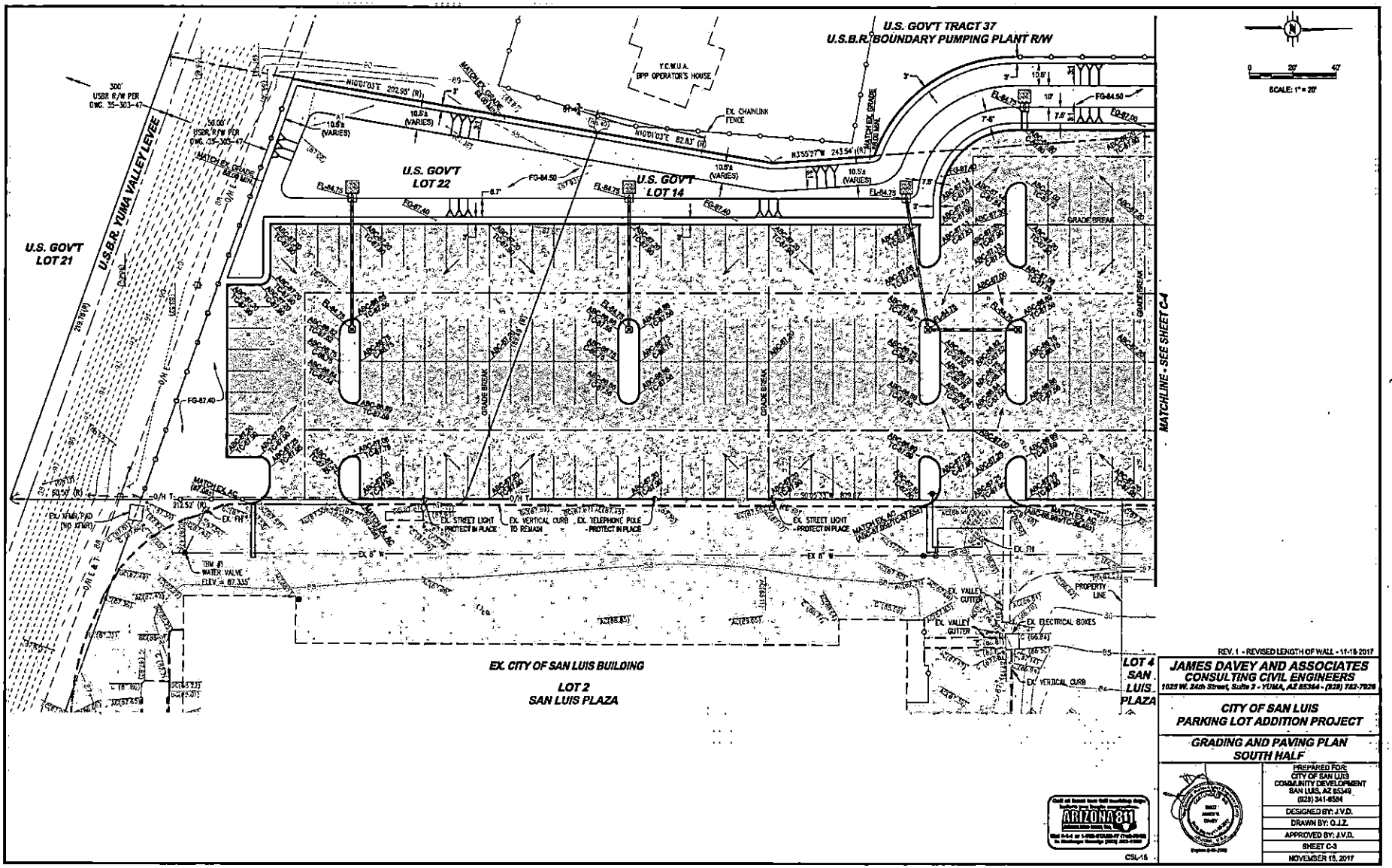
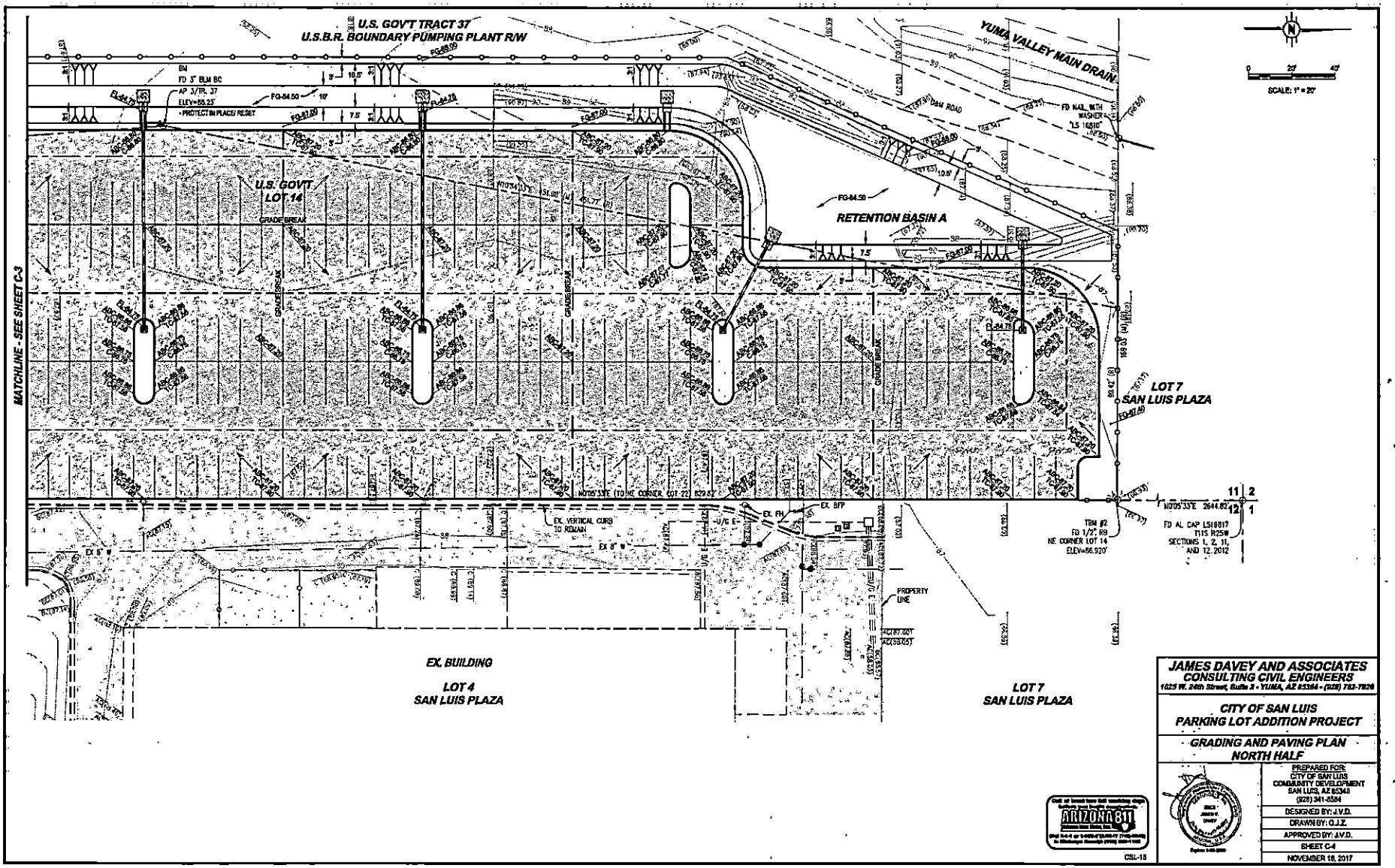


EXHIBIT A
CONTRACT NO. 18-07-34-L1923

EXHIBIT A

CONTRACT NO. 18-07-34-L1923



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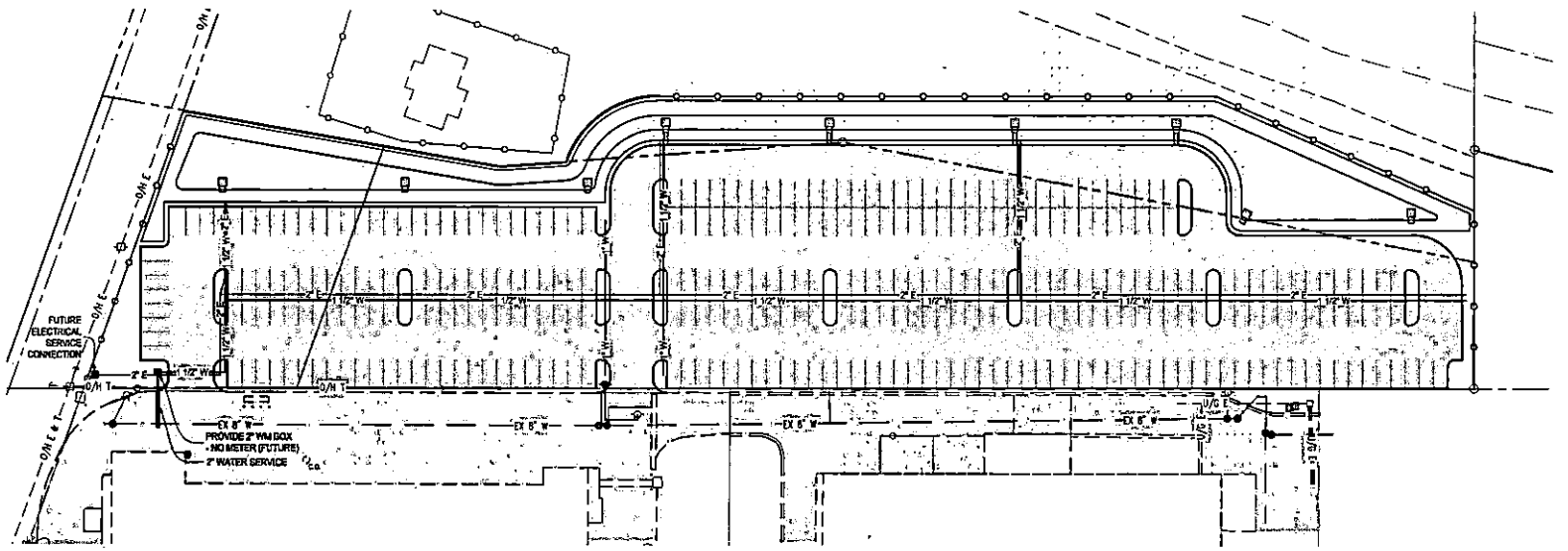
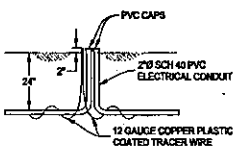
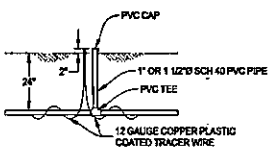


SCALE: 1" = 40'



ELECTRICAL CONDUIT DETAIL
NTS



WATERLINE DETAIL
NTS

REV. 1 - REVISED LENGTH OF WALL - 11-16-2017

JAMES DAVEY AND ASSOCIATES
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CITY OF SAN LUIS
PARKING LOT ADDITION PROJECT

WATER AND ELECTRICAL PLAN

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: J.V.D.	
DRAWN BY: O.J.Z.	
APPROVED BY: J.V.D.	
SHEET C-5	
NOVEMBER 16, 2017	

ARIZONA 811

CSL-15

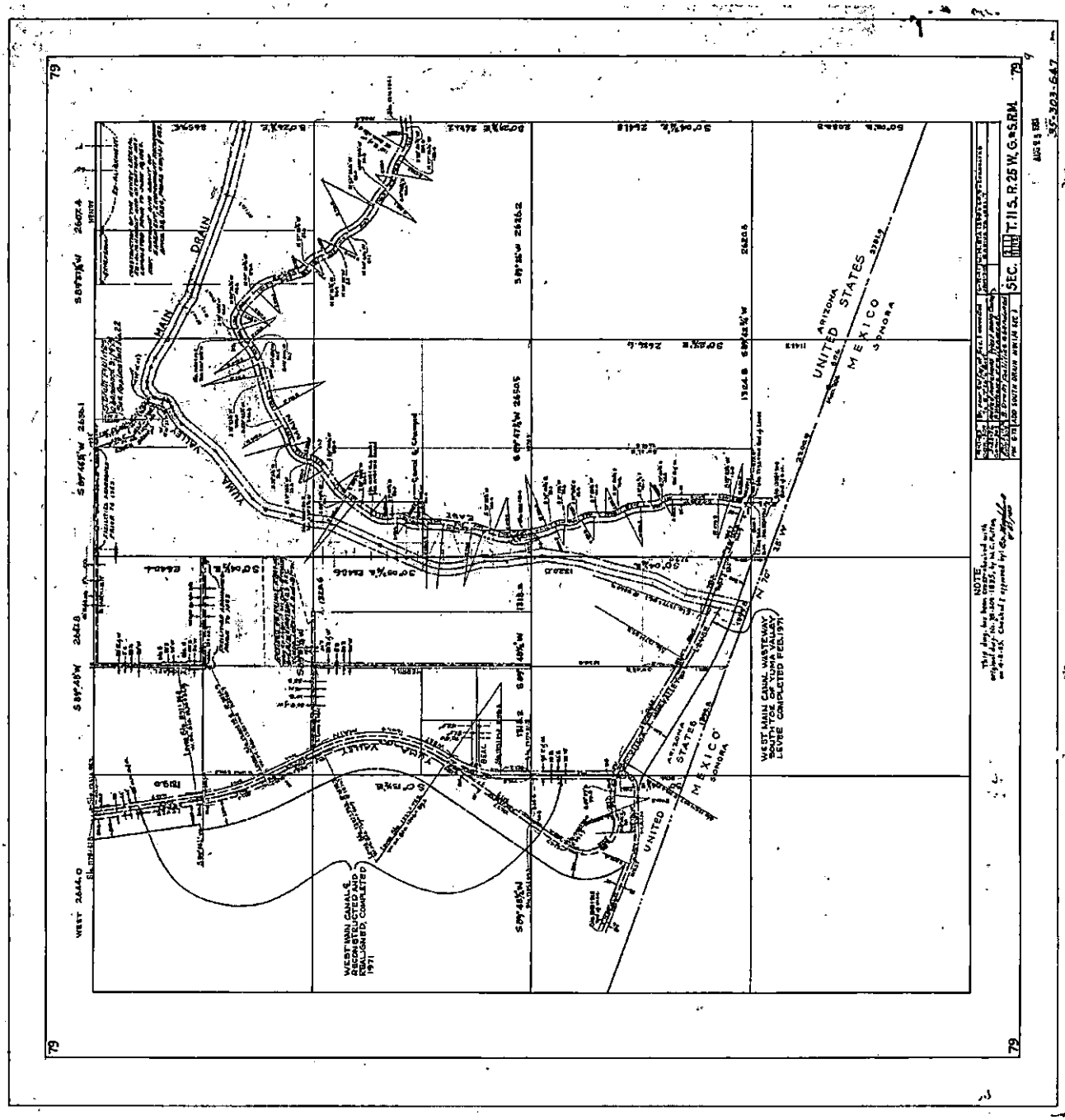

EXHIBIT B
CONTRACT NO. 18-07-34-L1923

EXHIBIT C

CONTRACT NO. 18-07-34-L1923

RECLAMATION

Managing Water in the West

Engineering and O&M Guidelines for Crossings

Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)

U.S. Department of the Interior
Bureau of Reclamation
Technical Service Center
Denver, Colorado

April 2008

EXHIBIT D

CONTRACT NO. 18-07-34-L1923

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Engineering and O&M Guidelines for Crossings

Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)

EXHIBIT D
CONTRACT NO. 18-07-34-L1923

Acronyms and Abbreviations

AASHTO	American Association of State Highway and Transportation Official
AOE	authorized operating entity
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CPS	cathodic protection system
DOT	Department of Transportation
HDD	horizontal directional drilling
kV	kilovolt(s)
MERL	Materials Engineering and Research Laboratory
O&M	operations and maintenance
Reclamation	Bureau of Reclamation
ROW	right-of-way
WB-67	67-foot wheelbase

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Appendix A General Requirements for Installing Bored and Jacked Pipe Undercrossings

Appendix B Guidelines – Removal of Trees and Other Vegetative Growth from Earth Dams, Dikes, and Conveyance Features (Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines*)

EXHIBIT D
CONTRACT NO. 18-07-34-L1923

EXHIBIT D
CONTRACT NO. 18-07-34-L1923

1.0 PURPOSE

These are general guidelines for Bureau of Reclamation (Reclamation) offices to follow when reviewing the engineering and operations and maintenance (O&M) factors in outside entity requests for authorization to cross (encroach upon) Reclamation lands that contain project features such as levees, canals, pipelines, or other water conveyance facilities owned or administered by Reclamation. These guidelines include a general overview of the permitting process administered by Reclamation Lands Groups for allowing a particular use on lands where Reclamation holds a fee or an easement right-of-way interest. These engineering and construction recommendations are minimum guidelines for engineers to use in reviewing and evaluating these portions of the applications.

2.0 GENERAL PERMIT INFORMATION

Applicants requesting to cross any Reclamation land, facility, or water body must obtain a written land use authorization from Reclamation. Requirements for obtaining a use authorization to cross Reclamation project land and water surfaces are in the Code of Federal Regulations (CFR) at 43 CFR 429 and Reclamation Manual LND 08-01. The applicant must complete the *Standard Form (SF) 299*, **"Application for Transportation and Utility Systems and Facilities on Federal Lands,"** or similar forms in use at the local Reclamation office. The form can be obtained by contacting the involved Reclamation office, or it can be accessed electronically at Reclamation's Web site at: <http://www.usbr.gov/pmts/lands>.

Applicants can contact their local Reclamation office to discuss their proposed use before filing an application for a use authorization.

3.0 ENGINEERING AND O&M REVIEW CONSIDERATIONS

3.1 Introduction

Technical review of the crossing evaluates impacts on any existing Reclamation facility and **does not determine the adequacy of the crossing design for the applicant's intended purpose.**

The use authorization or consent document specifies criteria which, if followed, would not be deemed unreasonable interference. These review guidelines are strictly limited to those criteria which:

EXHIBIT D
CONTRACT NO. 18-07-34-L1923

- Protect Reclamation's facility and/or appurtenant facility from damage
- Ensure unrestricted flow and quality of water in Reclamation's facility
- Do not diminish the ability to perform O&M of Reclamation's facility, including access
- Prevent any burden of liability

These guidelines are provided as recommendations that apply to most Reclamation facilities. Each Reclamation office and/or authorized operating entity (AOE) should apply these guidelines using **sound engineering judgment** that best applies to their facilities and existing conditions. Additional Reclamation guidelines for specific locations (e.g., Central Arizona Project Reach 11 Basin Guidelines) may also apply and may be provided to applicants when necessary. These guidelines are minimums, and local conditions may be more stringent depending on the direct impacts to facilities and lands. AOEs may have additional requirements.

Uses that may be deemed reasonable within Reclamation pipeline easements include greenbelts, asphalt roadways, flexible pavement parking lots, transverse curbs and gutters, and sidewalks. Canals and pipelines may have overhead power and telephone lines (but not their supporting poles), transverse fences with gated openings (no walls), and similar surface and overhead structures.

3.2 General

The following individual items should be addressed by the applicant and evaluated by Reclamation and/or AOE as they may affect the Reclamation facility's engineering and O&M aspects. If unusual conditions are proposed for the encroaching structure or unusual field conditions within a Reclamation facility right-of-way (ROW) are encountered, Reclamation reserves the right to impose more stringent criteria than prescribed in these guidelines.

1. Structures that should not be constructed on Reclamation pipeline or canal ROW (whether fee owned or easement) include foundations, buildings, garages, carports, trailers, street light standards, supports for large signs, walls, longitudinal fences (except security/safety fences), power or telephone poles, and similar surface structures.

2. Prior to construction, a joint inspection should be conducted and the condition of existing facilities documented. Reclamation's ROW should be restored to pre-existing conditions following completion of work.

3. When applications are requesting public use of trails and maintenance roads adjacent to or crossing Reclamation canals, these facilities should be fenced for safety to separate them from open canal water, except when Reclamation's ROW is used as a greenbelt and the applicant accepts legal hazard responsibility. Trails and maintenance roads should be fenced on an as-needed basis whenever such fencing is warranted for public safety, restricted access, security, etc. If a fence is allowed within Reclamation's ROW, Reclamation should approve the fence materials. Any gates allowed within Reclamation's ROW should be at least 16 feet wide. Reclamation will be provided with full access through any fences or gates.

4. Prior to construction of any structure that encroaches within a Reclamation pipeline or canal ROW, a "pothole excavation" should be made to determine the locations of any existing Reclamation and non-Reclamation facilities and their appurtenant features that may be affected. Potholing is the practice of digging test holes to expose underground utilities to determine the horizontal and vertical location of the utility.

   All work within 18 inches of the facility should be done using hand-held tools only. The excavation should be made by or in the presence of Reclamation and/or AOE personnel. The presence of a Reclamation and/or AOE inspector may be required throughout the excavation process, but this presence in no way relieves the applicant or their contractor of responsibility.

   The resultant elevation information should be delineated on the profile view and labeled as:

   POTHOLED ELEVATION XX.X
   Surface Elevation XX.X

   The pothole excavation should be filled in, or a safety fence installed, prior to departing the site each day.

5. If Reclamation facilities need to be modified to avoid adverse impacts from the applicant's crossing facility, the applicant should be responsible for the cost of such modifications.

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6. A temporary permit may be required for visual inspections, ground and aerial surveys,[1] or potholing that requires physical entrance onto a Reclamation facility. **A use authorization or consent document issued by Reclamation and/or AOE should be obtained prior to entering or crossing Reclamation's ROW for any activity.**

7. Applications should include a project description, calculations, specifications, and detailed construction plans showing plan views, profiles and sections, and grading plans of proposed work within or adjacent to Reclamation's ROW. Plans should show an easily recognizable boundary (tied to a known corner) and Reclamation's ROW and Reclamation stationing or mile post designation.

   All Reclamation facilities should be shown and labeled (e.g., "Centerline of xx-inch Reclamation Pipeline," "Reclamation Communication and Control Cable," etc.) The type and weight of the construction equipment crossing Reclamation pipelines, roads, and bridges as well as the crossing locations should be included. Additional information, as identified in following individual specific feature sections of these guidelines, should also be included with the application for review.

   Any engineering or land survey drawing should contain the appropriate registered engineer's or land surveyor's stamp and signature. A construction schedule outlining the anticipated duration of the construction should be submitted. A minimum of two[2] copies of the application (including calculations, specifications, and plans) should be submitted to Reclamation and/or AOE for review and approval.

8. For crossings of all Reclamation facilities, Reclamation and/or AOE personnel familiar with the facilities (including cathodic protection systems) will obtain and provide copies of existing files showing information about existing buried facilities (center of pipeline, depth of cover, size of pipe, class of pipe, etc.) to the applicant.

9. Existing Reclamation facilities (e.g., canal lining, canal check structure, turnout structure, etc.) and appurtenances (e.g., existing blow-offs, air valves, vents, manholes, and/or cathodic protection test stations) and existing non-Reclamation facilities on Reclamation's ROW (e.g., petroleum pipelines, natural gas pipelines, communications lines, powerlines, water lines, sewer lines, storm drain lines, etc.) **should be protected** in place prior to and during construction.

[1] Aerial surveys require placing on-the-ground survey control markers.
[2] Revise per local Reclamation office and/or AOE practice.

The applicant and/or their contractor may be liable for all damages to Reclamation facilities and appurtenances as a result of construction and for any other damages or losses suffered by Reclamation or its water contractors, including power, irrigation, municipal and industrial water supply, and communication losses.

10. Trench excavation should comply with the most current Occupational Safety and Health Administration standards or Reclamation Health and Safety Standards, whichever are more stringent. Trench backfill should be placed in 4- to 6-inch lifts if hand compacted or no more than 8-inch lifts if power compacted. Trench backfill within Reclamation's ROW should be compacted to 95 percent relative compaction (ASTM D 698, Standard Proctor) (or 90 percent of ASTM D 1557). Mechanical compaction using heavy equipment (greater than 2,000 pounds) should not be used within 18 inches of the Reclamation pipeline. Flowable fill (or controlled low strength material) should be substituted for compacted pipe embedment under canals and may be used when crossing pipelines.

11. Erosion control measures, including re-vegetation, should be implemented after completing construction.

12. If existing drainage features are to be modified during construction, detailed drawings showing the proposed drainage replacement/ restoration should be submitted with the application for review and approval. The applicant is responsible for the care and handling of storm water runoff both during and after construction.

13. The applicant should not divert surface runoff[3] toward Reclamation canal or canal embankments. The 100-year storm[4] surface runoff should use detention basins outside of Reclamation's ROW. Lined drainage channels should be designed to transfer flow from the detention basins to the existing cross drainage facilities that drained the original area. Also refer to "4.4 Storm Water Cross Drainage."

14. Proposed temporary or permanent modifications to the existing cover over Reclamation pipelines should be subject to review and approval by Reclamation and/or AOE. Design parameters for roadway, parking lot, and driveway crossings over the pipe should also be subject to review and approval by Reclamation and/or AOE.

[3] Subdivision or commercial development on the uphill side of canals that pave large areas and have large roof areas will greatly increase peak storm runoff—most city development requires retention basins. Applicants should provide the same retention basins that are required for similar development projects.

[4] Revise per Reclamation field office for specific canal if a higher storm frequency is required.

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15. When a Reclamation pipeline system being crossed has pipe with an "A" cover pipe designation (less than 5 feet of earth), the applicant is to analyze the crossing to show "A" pipe load carrying capability exists to meet their carrying requirements or replace the "A" pipe with pipe of sufficient load carrying capability.

16. Reclamation's ongoing O&M activities should not be disrupted during construction. The primary or secondary operating road should be kept available for Reclamation and/or AOE use at all times.

17. Detectable warning tape may be required over below-ground utilities. Refer to "3.3 Detectable Warning Tape."

18. The points where the proposed utilities enter and exit Reclamation's ROW should be plainly and permanently marked by sign posts extending 5 feet above grade. Applicants should provide sign posts directly above their utilities and at all angle points within Reclamation's ROW. The distance between adjacent sign posts should not exceed 500 feet. Sign posts should contain the name of owner/operator, contents of the pipeline, utility identification, and emergency contact telephone number. Sign posts for angle points that lie within roads or canals should be offset and have a reference noted. The locations of the sign posts should be shown on the plans.

19. Following completion of work, applicants should provide as-built drawings of their facilities on Reclamation's ROW. Reclamation as-built drawings are to be updated by the appropriate Reclamation office and/or AOE to reflect the crossing. As-built drawings may be maintained by the AOE, but should remain accessible to Reclamation upon request.

3.3 Detectable Warning Tape

Detectable warning tape may be required over below-ground utilities situated within Reclamation's ROW and should be a minimum of 18 inches above the utility and between 18 and 30 inches below the ground surface. Warning tapes should conform to the following specifications:

a. For potable water lines, the warning tape should be a 3-inch-wide blue detectable tape imprinted with "**CAUTION BURIED POTABLE WATER LINE.**"

b. For nonpotable water lines, the warning tape should be a 3-inch-wide purple detectable tape imprinted with "**CAUTION BURIED NONPOTABLE WATER LINE.**"

c. For sewer and storm drain lines, the warning tape should be a 3-inch-wide green detectable tape imprinted with "**CAUTION BURIED (type) LINE.**"

d. For gas, oil, and steam chemical lines, the warning tape should be a 3-inch-wide yellow detectable tape imprinted with "**CAUTION BURIED (type) LINE.**"

e. For telecommunications, telephone, and television conduit(s), the warning tape should be a 3-inch-wide orange detectable tape imprinted with "**CAUTION BURIED (type) CONDUIT.**"

f. For electrical, street lighting, and traffic signal conduit(s), the warning tape should be a 3-inch-wide red detectable tape imprinted with "**CAUTION BURIED (type) CONDUIT.**"

4.0 Specific Feature Review Guidelines

4.1 Bridges

1. New bridge crossings (vehicular, pedestrian, and utility) should be perpendicular (between 70 and 90 degrees) to the centerline of the water conveyance facility and at locations approved by Reclamation and/or the AOE. Exceptions to the policy may be considered on an individual basis.

2. Public use bridges in urban areas should be spaced no closer together than 1/3 mile (about 4 blocks or 1,700 feet) apart. This is to ensure O&M operations are not overly restricted.

3. Bridge crossings should be of free span design. Consideration of any anticipated (known or ongoing) canal subsidence issues, anticipated raising of the canal lining, or anticipated increases in the canal's high water level should be made. The minimum vertical clearance between the bottom of the superstructure and the top of the canal lining should be 3 feet. For unlined canals, the vertical clearance may be measured to the high water level. If this minimum clearance is reduced by subsidence or by future Reclamation modifications to the canal lining, the minimum clearance should be re-established at the applicant's expense. The minimum horizontal clearance from the face of the abutment to the top of the canal lining should be 5 feet. For unlined canals, the horizontal clearance may be measured to the high water level.

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These clearances are suggested to minimize impact on the canal section during construction and future inspections and O&M. Applicants may request to re-construct a canal section if Reclamation's operations are impacted by close construction during periods when the canal is normally unwatered. If so, vertical clearances may be reduced to 1 foot and horizontal clearance to 3 feet.

4. Canal O&M roads should intersect public roads at bridges at right angles for proper visibility. This may require the applicant to acquire additional ROW for use if the existing canal ROW is not sufficient. American Association of State Highway and Transportation Official (AASHTO) criteria for sight distances at the intersection of O&M roads and roadways at new bridges should be met to allow O&M vehicles to cross them safely.

5. Driving piles at concrete-lined canals should not be permitted. Any abutment foundation support piles, at concrete-lined canals, should be drilled and cast-in-place.

   At a minimum, the applicant's drilling and piling plan should include:

   - Drilling methods and equipment
   - Methods for preserving existing foundation material
   - Methods and equipment to determine the presence of quick soil conditions or scouring and caving
   - The proposed method for casing installation and removal if casings are used
   - Methods and equipment for accurately determining the depth of concrete and actual or theoretical volume placed

   At a minimum, the applicant's contingency plan should include:

   - Means to repair in a certain time
   - Minimum flows after event
   - Review of geotechnical conditions surrounding the pile locations
   - Assessment of how the proposed mitigations will address geotechnical conditions
   - Methods for restoring foundation material

- A list of material, equipment, and personnel with qualifications to be used during mitigation work

- A seal from a Professional Engineer on all relevant plans and drawings

6. The submitted plan drawings for the bridge should contain the following information:

    a. Superstructure, abutments, railings, embankments, and drainage, including details and sections

    b. Type of materials (concrete, steel, timber, etc.) used for different members

    c. Details of cast-in-place foundation piles, if any, on both sides of the canal

    d. The elevation of the bottom of the superstructure and the clearance between the top of the canal lining (or high water level if unlined canal) to the superstructure or bottom of deck slab, whichever is lowest

    e. Design loadings

    f. Design standards on which the bridge is based (AASHTO, etc.)

7. The calculations and specifications for the bridge should be submitted to Reclamation and/or AOE for review.

8. The right lane turn radius from the new road onto a Reclamation operating road should comply with the provisions of a 67-foot wheelbase[5] (WB-67) truck turning template in the AASHTO manual on Geometric Design of Highway and Streets.

9. Details of any proposed utilities to be attached to an existing bridge include:

    a. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

[5] The field office should adjust these provisions according to anticipated needs.

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b. Utilities should be placed and anchored under bridge decks and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.

c. If an expansion joint is used in the pipeline, the joint should be placed near the bridge deck expansion joint.

d. Holes through bridge concrete or abutment and retaining walls for passage of utilities should be allowed by core drilling. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.

e. Submit calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge for Reclamation review.

f. Intermediate supports for the utility should withstand the same seismic load considerations as the bridge.

g. Load limit signs should be placed adjacent to the bridge, as required under AASHTO criteria.

h. Beam guardrails should be installed at bridges and bridge approaches, as required under AASHTO criteria.

10. The applicant will be responsible for changes to Reclamation existing ROW; bridge O&M approach roads; existing fencing, gates, and signs; and the addition of new fencing, O&M gates, cattle guards, signs, etc.

4.2 Landscaping

1. No landscaping or other changes in ground surfaces within Reclamation pipeline and canal/lateral ROW should be made without advance written permission of Reclamation through the application process. Landscaping changes may (1) limit, prevent, or hamper O&M access; (2) increase the costs of operations and maintenance of the facility; (3) impact facility reliability; or (4) create a public nuisance or liability issue.

2. Open space with natural hiking trails and walkways may be permitted if vehicle access to Reclamation pipeline and appurtenant facilities for patrol and maintenance is provided.

3. The following may apply within Reclamation's ROW:

    a. The easement may be used as a greenbelt upon Reclamation approval.

    b. Ground cover and shrubs are permitted upon Reclamation approval.

    c. Trees and vines should not be allowed. See Appendix B of *Review of Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).

4. All temporary or permanent changes in ground surfaces within Reclamation pipeline and canal ROW are considered encroaching structures and are handled as such. Earthfills and cuts on adjacent property should not encroach onto Reclamation pipeline and canal ROW. Excavations of adjacent property (even property not within Reclamation's purview) within the projection of the Reclamation embankment line may impact embankment stability and should be evaluated.

5. Permanent landscaping structures should not be allowed within the exterior limits of a Reclamation linear facility ROW (fee owned or easement).

6. Pressurized lawn and park sprinkler irrigation lines (3-inch maximum size) and isolation valves within Reclamation easements that run parallel to a Reclamation pipeline should be installed at least 15 feet from the edge of the Reclamation pipeline.

    Irrigating lawns and flower beds along canal embankments should not overwater the area or threaten the embankment stability.

4.3 Roadway Crossing

Note: This type of encroachment also includes parking areas and recreational trails.

1. The applicant should submit a grading plan as part of the application.

2. If the roadway crosses a Reclamation pipeline system that has a cover pipe designation of "A," refer to "3.2 General."

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3. If the applicant intends to modify existing drainage features during construction, detailed drawings showing the proposed drainage replacement/restoration should be submitted with the application for review and approval. (Refer to "3.2 General.")

4. If the proposed roadway includes a bridge crossing over a Reclamation canal or pipeline, Reclamation and/or AOE should review and approve the vertical clearance and location of the abutments. (Refer to "4.1 Bridges.")

5. Streets, roads, or parking areas crossing Reclamation pipeline easements are permissible. All streets, roads, and parking surfaces are to be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.

6. Roadway ditch drainage should not be allowed to flow into the canal. Drainage should be retained and released in a controlled way to maintain peak discharges that are less than any peak historical runoff rate before these modifications. Applicants should direct drainage to an original sub-basin cross drainage culvert or overchute. (Refer to "3.2 General" and "4.4 Storm Water Cross Drainage.")

7. If existing roadway embankments are to be widened, the work should be conducted in accordance with the provisions of construction in the applicable State Department of Transportation (DOT) Standard Specifications.

4.4 Storm Water Cross Drainage

1. Upslope development impacts historic natural drainage volumes and peak flow rates. Development re-grades and revises drainage sub-basins. Revised ground cover from constructing roads, parking areas, and buildings may result in the need to change the cross drainage features (culverts and/or overchutes) along Reclamation canals.

2. A hydrologic study should accompany all plans that modify the existing drainage across and/or along Reclamation facilities. The study or report should show the proposed flows of the canal and the associated crossings. The drainage study or report should show that the downstream system can accept the flows without creating any flooding to properties adjacent to or downstream of the canal.

3. All drainage crossings, whether existing or proposed, should carry the peak runoff of a 100-year event while preventing any storm water from entering the canal and/or ponding against the canal embankment.

4. Urban runoff should not be allowed to enter into, or drain onto, Reclamation's land. All flows generated outside Reclamation's ROW should enter the storm drain system prior to entering Reclamation's ROW. Piped connections are preferred, but concrete-lined channels may be acceptable upon Reclamation's review.

5. The new crossing under a canal should be designed with 3 feet vertical clearance from the top of the cross drainage structure to the bottom of the canal (or liner). The structure should extend completely across Reclamation's ROW.

6. New overcrossings of the canal should have 2 feet of vertical clearance from the top of the liner and 2 feet of horizontal clearance from the support abutments to the outside edge of the canal lining. The O&M road crossing of the cross drainage structure should be structurally capable of withstanding highway-legal vehicle loadings and provide at least 1 foot of cover in the roadway.

7. Pipe crossing barriers should be installed on all pipe overcrossings.

8. All drainage flow should be discharged to a downstream storm drainage system owned, operated, and maintained by a public agency (such as a city or county) or into areas such as channels, roadways, parks, wetland basins, or other non-private lands that can accept the concentrated flows from the drainage crossing.

9. All drainage from upland property should be collected by the applicant's installed system of curbs and inlets within their property and discharged into a non-Reclamation public agency's drainage system.

10. New drainage system designs will not use ponding against the existing canal embankment for temporary detention of storm runoff that will not immediately pass through existing or new crossings.

    Proposed permanent detention facilities adjacent to Reclamation's property should include engineered fill beyond the canal ROW to provide, at a minimum, a fill-width maintenance access roadway between the canal property and the basin. The applicant shall submit a geotechnical report verifying that the canal embankments can perform as detention basin embankments. The design should provide for sufficient freeboard to contain the 100-year event within the proposed basin adjacent to Reclamation's property and shall have adequate protection from seepage and erosion.

    The ownership and related O&M of the embankments shall be the responsibility of the applicant requesting the crossing.

11. When grading operations upstream of existing canal drainage crossings are scheduled to take longer than a normal construction season to complete, temporary basins shall be installed. These temporary basins should be designed to detain the 100-year event, capture silt from the disturbed area, and meter the flows across the existing drain crossings without spilling flows into the canal.

12. Unless Reclamation specifies otherwise, the applicant should remove or plug and abandon existing drainage crossings that are not used by the development unless they are shown to provide an additional measure of safety for the canal by reducing the likelihood of spill into the canal caused by extreme runoff flows. Otherwise, these crossings should remain in place for Reclamation's benefit and will not require ownership transfer to a public agency.

    These crossings must discharge into the non-Reclamation public agency's storm drainage systems or into areas such as channels, roadways, parks, wetland basins, or other nonprivate lands that can accept the concentrated flows from the drainage crossing in the case of an extreme runoff event.

    Grading in Reclamation property should be preserved or revised to direct extreme runoff flows into these unused drainage crossings without allowing said flows to enter into the canal until the crossings reach their capacity.

4.5 Subdivision

Urban developments are reaching Reclamation's lands and ROWs. These are general guidelines for accommodating development in subdivisions (refer to "3.2 General" and "4.4 Storm Water Cross Drainage").

1. Permanent structures should not be permitted within Reclamation fee-owned linear ROWs.

2. Open space with natural hiking trails and vegetation may be allowable.

3. Where subdivision development is adjacent to a canal, fencing should include these characteristics:

    a. Temporary chain link fences must be installed prior to removing any portion of existing fences.

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b. Upon completion of grading for drainage and other work, fencing should be installed along the subdivision's boundary length of the adjacent ROW plus 150 feet beyond the development's property boundary. The fence should be per project standards and at the applicant's expense.

c. The new fence should be located 1 foot outside of Reclamation's ROW. The fence location should be shown on the improvement plans.

4. Use of Reclamation pipeline easements as part of residential subdivision lots should not be allowed. Pipeline easements may be included within the subdivision greenbelt or similar use areas.

5. Drawings should include all proposed improvements (i.e., streets, utilities, landscaping, etc.) within, and adjacent to, Reclamation's ROW.

6. Trees or vines should not be allowed within a Reclamation pipeline or canal ROW. See Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).

7. Streets, roads, or parking areas using Reclamation easements may be permissible. All streets, roads, and parking surfaces should be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.

8. Where fencing is proposed within Reclamation easements, a minimum 16-foot-wide gate should be provided for Reclamation access.

9. Pipelines containing sewage, oil, gasoline, natural gas, or hazardous materials should only cross perpendicular (between 70 and 90 degrees) to the Reclamation pipeline or canal and be installed with the necessary safety measures and separation clearance as required in "4.6 Utility Crossing."

10. Electroliers, posts, etc., should be installed at the maximum distance possible from the edge of the pipeline or canal.

11. If crossing a Reclamation pipeline system that has "A" cover pipe designation, refer to recommendations in "3.2 General."

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4.6 Utility Crossing

Note: All pipelines, electrical, and communication lines and conduits are referred to as "utilities" in these guidelines.

4.6.1 Casings

The Reclamation Materials Engineering and Research Laboratory's (MERL) position is to avoid using casing pipes around metallic carrier pipelines (steel, ductile iron, cast iron, reinforced concrete, pretensioned concrete cylinder, etc.) whenever possible. The experience of the corrosion community in general is that these casings often cause corrosion-control problems. Furthermore, dielectric (plastic, fiberglass, etc.) casings, or even dielectrically coated casings, should not be used. They can shield the carrier pipe from receiving cathodic protection current.

Cathodic protection to a buried metallic pipeline is more trouble free and more certain without a casing pipe. MERL recommends relying on effective corrosion control measures on the carrier pipeline rather than relying on a casing pipe (which may shield cathodic protection current) to direct a leak away from Reclamation property.

4.6.2 Overhead Line Crossing

1. Overhead wires across Reclamation pipeline and canal ROWs should be at least 32 feet above all ground levels in the Reclamation ROW. For electrical powerlines of 69 kilovolts (kV) or higher voltage, the minimum clearance should be 40 feet plus 0.25 inch per kV of line-to-line voltage above 450 kV. In any case, the minimum clearance is to be that determined to be needed with an ambient temperature of 120 degrees Fahrenheit.

2. Reclamation has the following requirements for overhead crossings:

    a. Poles or towers should not be allowed within Reclamation's ROW.

    b. Overhead electrical and communication lines should cross perpendicular (between 70 and 90 degrees) to the centerline of the Reclamation facility.

    c. If necessary, fence grounding is to be provided for existing fence lines, especially under power transmission lines.

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3. A marker warning sign should be provided that shows the clearance and electrical line voltage. The warning sign should face oncoming traffic and state, "**DANGER, HIGH VOLTAGE OVERHEAD.**"

4.6.3 Utility Crossing Reclamation's Canal

Utility crossings include open ditch laterals, subsurface and surface drains, levees, and similar facilities.

General Requirements:

1. Utilities crossing Reclamation canals should be designed to cross perpendicular (between 70 and 90 degrees).

2. . Pier construction in the canal for new utility crossing(s) should not be allowed. New utility crossings should be free span design.

3. Open cut crossings of Reclamation canals and ditches, when allowed, should require replacing linings to re-establish the original construction style and materials (i.e., disturbed concrete lining panels should be removed in their entirety and replaced, membrane lining and earth or concrete protective cover should be re-constructed, gravel and canal under-drainage systems should be re-established to full working order, etc.) Proposals should be submitted for approval with the crossing permit application.

4. For trench excavation and backfill requirements, refer to "3.2 General."

5. Boring and jacking of a utility through canal embankments or protective levees should not be permitted. Boring and jacking of a utility should be constructed through the embankment foundation materials. Applicants should make special design and construction considerations with bored crossings under canals containing water during construction. Among these should be using proper bentonite slurry to seal the annulus space between the utility conduit and the boring cavity from canal seepage. Refer to appendix A for more details to be considered.

   The applicant's drilling plan should cover:

   a. Drilling methods and equipment

   b. Methods for preserving existing foundation material

   c. Methods and equipment to determine the presence of quick soil conditions or scouring and caving

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d. Proposed method for casing installation and removal if casings are used

e. Methods and equipment for accurately determining the depth of concrete and actual or theoretical volume placed

The applicant's contingency plan should cover:

a. Means to repair in a certain time

b. Minimum flows after event

c. Review of geotechnical conditions surrounding the pile locations

d. Assessment of how the proposed mitigations will address geotechnical conditions

e. Methods for restoring foundation material

f. List of material, equipment, and personnel with qualifications to be used during mitigation work

g. A seal from a Professional Engineer on all relevant plans and drawings

6. When horizontal directional drilling (HDD) or other trenchless methods are used, canal seepage conditions may be aggravated by the collapse of the canal foundation material into the annular void between the bore and pipe. Penetration through the top stratum of fine-grained materials may concentrate seepage at those locations. Pipe installed with trenchless methods should proceed only after completion of a comprehensive evaluation of the following:

(a) Comprehensive understanding of the subsurface soil and groundwater conditions to a minimum depth of 20 feet below the lowest pipe elevation

(b) Locations of the HDD pipe penetration entry and exit

(c) Construction procedure

(d) Allowable uplift pressures

(e) Onsite quality control and quality assurance monitoring during construction operation

(f) Grouting of the pipe annulus

(g) Backfilling of any excavated areas

(h) Repair and reinstatement of the construction staging areas

A geotechnical report should be submitted with the application for review prior to approval of the proposed utility crossing.

Directional drilling under a canal may be considered if a minimum clearance of 25 feet to the bottom of the canal lining is maintained for utilities with less than a 24-inch outside diameter. Larger utility crossings should be considered on an individual basis and may require additional clearance from the bottom of the canal lining.

7. Cut and cover constructed utilities under Reclamation canals should have a minimum cover of 36 inches when within Reclamation's ROWs. Bored construction utilities should have a minimum of 3 diameters cover.

8. Reclamation's ongoing O&M activities should not be disrupted during crossing construction. The primary or secondary operating road should be kept available for Reclamation use at all times.

9. Canal embankments should be re-built or repaired with materials and standards equal to or better than the existing embankments.

10. Drawings should be stamped and signed by a Professional Engineer and contain the following information:

    a. Canal milepost or station at each proposed crossing, utility size and location, and type of utility or material transported

    b. Maximum utility operating pressure, type of pipe, joints, wall thickness, maximum test pressure, and description of test procedures

    c. Type of sleeve/casing (when allowed) including diameter, joints, and wall thickness

    d. For utilities attached to a bridge or an overchute, details showing the structure name, superstructure, abutments, embankments, protective dikes, method of attachment, spacing of utility supports on the structure, location of other attached utilities, and structural calculations

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e. Protective coatings and corrosion control measures

f. Method of handling pipeline expansion and contraction

g. Location of nearest shutoff valve on each side of the crossing

h. Location and details of thrust restraint

i. Design code(s) used for the utility crossing

j. Location, including depth, of the buried pipeline communication and control cables

k. Other existing utility easements in the immediate vicinity

Hazardous Material Carrier Requirements:

1. Pipelines carrying hazardous material or pollutants (e.g., oils, gasoline, sewage, contaminated waters, and nonpotable waters) should be designed for a reduced risk of failure in the portion within Reclamation's ROW. The design should require either:

    a. Designing the crossing pipeline with an additional 50 percent working pressure factor

    or

    b. Using secondary containment (casing pipe) for all hazardous material pipelines

2. To minimize the amount of any hazardous material entering the canal, Reclamation may require the installation of a block (gate) valve and or a check valve on each side of the canal between the ROW boundary and the embankment. When selecting the type of the valves, take into the account the flow direction and the terrain.

3. A final hazardous material spill contingency plan and an emergency response plan should be approved by Reclamation prior to start of construction.

4. A monitoring program and/or Supervisory Control and Data Acquisition System alarm may be required depending on the hazardous material transported. This applies to all "overcrossings" and "undercrossings" when the hydraulic grade line is within 60 inches of the canal liner or when local geology would promote this requirement.

Attaching Utilities to Bridges and Overchutes:

Note: Reclamation does not guarantee the long-term availability of bridges or overchutes as support devices for utility crossings because they may require structural modifications or alterations to accommodate widening, repairs, subsidence offsets, etc., to such an extent that service may be interrupted or stopped. Reclamation may determine the bridge is no longer required and may remove it. In that event, the owner/operator of each utility attached to a bridge or an overchute may be required to re-locate or permanently remove their utility at their own expense.

Specific details for attaching utilities to bridges are:

a. Utilities should not be placed on the bridge deck.

b. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

c. Utilities should be placed and anchored under bridge decks between girders and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.

d. If an expansion joint is used in the pipeline, it should be placed near the bridge deck expansion joint.

e. Holes through bridge concrete or abutment and retaining walls for passage of utilities may be allowed and should be core drilled. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.

f. Calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge should be submitted for Reclamation review.

g. Intermediate supports for the utility should withstand the seismic conditions of the bridge.

4.6.4 Utility Crossing Reclamation's Underground Pipelines

1. The applicant should submit the procedures, excavation plans, schedules, as well as type and weight of the construction equipment to be used for crossing the Reclamation pipeline.

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2. High voltage, direct current powerlines should not be permitted to encroach on the Reclamation pipeline ROW, except in unusual circumstances and with proper cathodic protection considerations.

3. For proposed metallic pipelines, refer to "5.0 Cathodic Protection Requirements."

4. For utilities crossing above or under the Reclamation pipeline, the vertical clearance between the utility and Reclamation pipeline should be a minimum of 12 inches.

5. The location of the Reclamation pipeline and the communication and control cables throughout the area of the proposed construction should be shown on the plans. Prior to Reclamation and/or AOE issuing a use authorization or consent document, the pipeline and the cable(s) should be located and exposed by potholing. The pothole locations should be shown on the drawings. The pothole elevations should be referenced to Reclamation stationing or milepost. (Refer to "3.2 General.")

6. Drawings should contain the following information:

    a. Reclamation milepost or station at each proposed crossing, pipeline size and location, and type of utility or material transported.

    b. Maximum utility operating pressure, type of pipe and joints, maximum test pressure and description of test procedures, wall thickness, and utility pipe classification.

    c. Type of sleeve/casing pipe (when allowed) including diameter, joints, and wall thickness.

    d. Protective coatings and corrosion control measures.

    e. Location of nearest shutoff valve on each side of the crossing.

    f. Location and details of thrust restraint.

    g. Design code(s) used for utility crossing.

    h. Location, including depth of the Reclamation pipeline and the communication and control cables.

    i. Other existing utility easements in the immediate vicinity.

7. Detectable warning tape may be required over trenched utilities. (Refer to "3.3 Detectable Warning Tape.")

8. For trench excavation and backfill requirements, refer to "3.2 General."

9. Embankments should not be permitted within Reclamation's ROW where underground pipeline exists.

4.6.5 Utility Crossing Under Reclamation's Roadways

1. The applicant should supply typical cross sections that show existing ground surface elevations, utility trench invert elevations, and utility details.

2. For trench excavation and backfill requirements, refer to "3.2 General."

3. Conduits with diameters up to 24 inches should be bored and jacked underneath pavements. Larger conduits may be considered on an individual basis. Pavement or road surfaces should not be cut unless an acceptable detour, if required, is approved. The cover over the conduit(s) when within Reclamation's ROWs should be a minimum of 36 inches. (Refer to "3.2 General.")

4. Unless otherwise approved, the applicant should replace existing Reclamation roads and parking surfaces that are removed or damaged by the applicant's construction activities in accordance with provisions in the latest edition of the applicable State DOT Standard Specifications.

5. If existing road embankments are to be widened, the work should be conducted in accordance with the provisions of embankment construction in the applicable State DOT Standard Specifications.

6. Detectable warning tape may be required over buried utilities. (Refer to "3.3 Detectable Warning Tape.")

5.0 CATHODIC PROTECTION REQUIREMENTS

5.1 Cathodically Protected Metallic Pipelines

Unless approved in writing by Reclamation, metallic pipelines or those containing metallic reinforcement (e.g., reinforced concrete) installed within Reclamation's ROW should have a suitable bonded dielectric coating (see "5.2 Protective Coatings for Corrosion Control") and be cathodically protected. Impressed current cathodic protection rectifiers and deep-well anode systems should not be

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permitted within Reclamation facilities without prior approval from MERL's Corrosion Technology Group. All submittals should include details of the cathodic protection system (CPS) and its appurtenances.

1. All existing Reclamation cathodic protection test stations, cables running to these stations, rectifiers, anode beds, and any other appurtenances should be located prior to any grading or excavation. The test stations should be staked and flagged. The test stations, cables running to these stations, any anode beds, etc., should be suitably enclosed or protected during construction to prevent damage. No re-location or modification of the test stations, cables, anode beds, etc., is allowed without prior approval from MERL's Corrosion Technology Group.

2. Generally, the CPS to the proposed pipeline should be the sacrificial anode type unless the proposed installation continues an existing pipeline that uses impressed current type of cathodic protection.

3. A means of monitoring the effectiveness of the CPS on the proposed pipeline should be provided within Reclamation's ROWs. The number of anodes and test stations will differ with each project. Test stations should be located at every anode bed connection and should not be more than 1,000 feet apart. A test station should also be located where any metallic pipeline crosses over or under a metallic Reclamation pipeline, metallic fence, other metallic structure embedded in the ground, or comes within 20 feet of a Reclamation structure on or embedded in the ground. Both the proposed cathodically protected pipeline and the Reclamation pipeline should be monitored regularly using these test stations. Monitoring results should be reported to MERL's Corrosion Technology Group. In addition, the owner of the proposed crossing pipeline should investigate and mitigate any adverse potential shift caused by the proposed pipeline on the Reclamation pipeline. Owners of proposed crossing pipelines should return Reclamation pipelines to their original electrochemical potentials or to more benign potentials. Mitigation measures should be approved by MERL's Corrosion Technology Group. The effectiveness of mitigation measures should be confirmed in the presence of a Reclamation representative following installation.

   For those pipelines under DOT regulation, the application and monitoring of the CPS should conform to Title 49 CFR, Part 195, any special provisions of this guideline, and the provisions of NACE International RP 0169, in that order. For other pipelines, any special provisions of this guideline should take precedence, followed by the provisions of NACE RP 0169.

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5.2 Protective Coatings for Corrosion Control

1. *Atmospheric Exposed Pipe*

   The coating should be a high build modified aluminum epoxy mastic primer and top coated with a high build aliphatic urethane. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

2. *Buried Pipe*

   The type of coating may vary from project to project due to geology and soil corrosivity and should be considered on an individual basis. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

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REFERENCES

Application for Transportation and Utility Systems and Facilities on Federal Lands, <http://www.ntia.doc.gov/FROWsite/SF-299_2006.pdf>.

Application for Use of Reclamation Project Land and Water Surfaces, <http://www.usbr.gov/pmts/lands/>.

Bureau of Reclamation Right-of-Use Application, <http://www.usbr.gov/pmts/lands/FINAL7-2540-5-06ExpDate03312009.pdf>.

California Department of Water Resources - Encroachment Permit Guidelines.

Central Arizona Project, Reach 11 Guidelines.

GP Region Billings MT – Standard Crossing & Clearance Requirements, Utility Lines and Cables, drawing 40-600-51. The office also uses a Preliminary Project Description Form and a Special Use Permit.

NACE, International RP 0169, "Standard Recommended Practice – Control of External Corrosion on Underground or Submerged Metallic Piping Systems."

PN Region Burley ID – Overhead and underground crossing clearances.

Policy on Geometric Design of Highway and Streets, American Association of State Highway and Transportation Officials (AASHTO), Fifth Edition, 2004.

Reclamation, 2005. Preliminary drawing 103-D-1700 that provides general requirements for installation of crossings, June 2005.

Reclamation Manual, Directive and Standards LND 08-01, Land Use Authorizations, <http://www.usbr.gov/recman/lnd/lnd08-01.pdf>.

Title 29 CFR, Part 195.

U.S. Army Corps of Engineers – Engineering and Design, Design and Construction of Levees EM 1110-2-1913, 30 Apr 2000, CECW-EG Washington, DC 20314-1000.

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GLOSSARY

Bored and jacked – This terminology is a general way of referring to a family of trenchless methods.

Bridge, class A – Vehicular bridge used by the public. May or may not be owned by the Bureau of Reclamation.

Consent Document Permit – Permit required across fee-owned lands.

Detention basin – An artificial flow control structure used to contain flood water for a limited period of a time, thereby providing protection for areas downstream. Detention basins provide a way to reduce storm peak flows, while retention basins hold water for an extended period of time. These basins are generally a part of a larger engineered flood water management system.

Electroliers – A branching frame, often of ornamental design, used to support electric illuminating lamps.

Pothole excavation – See potholing.

Potholing – The practice of digging test holes to expose underground utilities (e.g., cables) to determine the horizontal and vertical location of these utilities.

Trenchless methods – Procedures for installing pipe without using traditional trench cut and cover methods. These trenchless methods may be referred to as bore and jack, tunneling, horizontal directional drilling, and microtunneling, among others.

Water conveyance facility – Canal, ditch, pipeline, drain, levee, open or closed laterals, and similar facilities and their associated appurtenant features.

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Appendix A

General Requirements for Installing Bored and Jacked Pipe Undercrossings

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Bored and Jacked Under the Canal – This terminology is a general way of referring to a family of trenchless technologies. Similar guidance to the requirements listed below should be followed no matter what method is used for installation.

1. Installing a lone carrier pipe (without casing) is encouraged. Refer to "4.6 Utility Crossing," and "4.6.1 Casings" for information on cautions of using casings around metallic carrier pipe.

2. Plans must show carrier/casing pipe type, diameter, and thickness. Casing pipes should be steel pipe (American Water Works Association [AWWA] C-200) and have 1/4-inch minimum wall thickness. Applicants should provide the type of carrier pipe and appropriate bell dimensions for said carrier pipe to verify annular clearances.

3. When installing pipe while the canal is unwatered, a minimum of 3 pipe diameters or 60 inches of clearance (whichever is greater) between the top of the pipe and the bottom of the canal must be maintained. However, 72 inches or more clearance is recommended.

4. Provide a minimum of 3 inches of clearance between the carrier and casing pipes at all points (including bells).

5. A bulkhead or effective sealing device should be provided at both ends of each casing pipe to seal the annular space between the two pipes. Vent pipe should be included to allow ventilation and reduce the risk of condensation buildup and flooding.

6. As a result of the installation process, an annular void is usually created around the outside of the casing pipe. Provisions should be made to pressure grout or effectively seal (e.g., bentonite slurry) this void space.

7. Requirements below are provided to establish minimums for determination of the length of pipe to be installed. It is strongly recommended that pipes be installed perpendicular (between 70 and 90 degrees) to the canal alignment. Regardless, the pipe must extend completely through the Bureau of Reclamation's (Reclamation) right-of-way (ROW). Theses minimums do not relieve the applicant's engineer from performing an onsite investigation or other work to determine local conditions that may require additional pipe length.

   Jacking pit configuration, location, and length of pipe to be installed should be based on the following parameters:

   a. One operating road shall remain open to vehicular traffic at all times.

b. The minimum operating road embankment top width to be maintained during construction should be either 14 feet wide, the width of the existing embankment, or as required by Reclamation.

c. As a minimum, jacking pit excavations should not be within:

(1) A line drawn from the outside edge of the operating road embankment extended downward and away from the canal at a slope of 3/4 horizontal to 1 vertical.

(2) A line drawn from the outside edge of the top of the concrete lining extended downward and away from the canal at a slope of 1 horizontal to 1 vertical.

d. To contain the slurry during installation, jacking pits should be constructed so that natural ground or a compacted dike is entirely around the pit to an elevation at least 1 foot above the top of the canal lining.

e. All excavations should be in compliance with Occupation Safety and Health Administration regulations and Reclamation's Health and Safety Standards.

f. If the contractor elects to install shoring in the jacking pits, all shoring designs should be prepared by a Professional Engineer knowledgeable in said type of work. A copy of the shoring designs should be submitted to Reclamation.

8. Jacking pits should be backfilled with native material and mechanically compacted to 95 percent of the maximum dry density per ASTM D-698.

9. The contractors should be responsible for any damage to the canal section during the construction of a crossing, and the contractor shall repair the damage at their own expense.

10. If an emergency situation develops during construction, the contractor should immediately notify appropriate contacts with Reclamation. Reclamation must approve further work at that point.

11. The minimum distance between two jacked pipes should be 10 feet.

12. Any pressure lines installed within Reclamation's ROW must have adequate thrust restraint at bends and valves. Specified design pressures and thrust restraint calculations shall be provided to Reclamation to confirm the design configuration.

Appendix B

Guidelines – Removal of Trees and Other Vegetative Growth from Earth Dams, Dikes, and Conveyance Features

Excerpted from: Review of Operation and Maintenance Program Field Examination Guidelines

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When, in the opinion of an Review of Operation and Maintenance examination team, such established growth requires removal, specific followup procedures should be addressed as part of the examination. Such procedures may include the need for right-of-way easement determination; the need for an assessment for potential environmental impacts (any impact assessments should be coordinated with designated regional or project office environmental staff); whether removal of the root system is necessary and to what extent; the method of removal and recompaction of material within the void created; and the need for any erosion stabilization measures.

National Environmental Policy Act compliance is required relative to such tree and vegetation removal. Additionally, the application of herbicides should comply with applicable provisions of the Endangered Species Act. The determination of appropriate procedures to be followed in assessing potential environmental impacts and mitigation (including those to wildlife and its habitat) will be the responsibility of each regional and/or project office. This will include the preparation of an appropriate National Environmental Policy Act document and an assessment of the need for mitigation prior to the onset of removal activities. Appropriate National Environmental Policy Act compliance may include a Categorical Exclusion Checklist, an environmental assessment followed by a Finding of No Significant Impact, or an Environmental Impact Statement.

The following guidelines and associated clearance zones should be used for all Reclamation earth dams, dikes, and conveyance features. They are not considered "policy;" rather, they are guides which should be used with reasonable judgment and practicality.

1. Trees and detrimental vegetative growth should be prevented from becoming established on the surface of all earth dam, dike, and conveyance feature embankments. A small amount of shallow-rooted vegetation may be acceptable to aid in erosion protection and slope stabilization. Mowing of grass and other small vegetation is desirable and may be necessary to allow proper surveillance of the surfaces and observation of animal/rodent activity.

2. A clearance zone of 25 feet beyond each contact (groins and toe) of earth dam embankments and dikes should be maintained of all trees and detrimental vegetation. Similarly, a clearance zone of 15 feet should be maintained beyond the outside toe of all fill sections/embankments for open canals and laterals. These clearance zones may need to be extended for seepage areas or other conditions where proper surveillance or access may be warranted.

3. Earth dam, dike, and conveyance feature (open canal and lateral) embankments have large tree growth or stumps from previously cut trees on or near them should be evaluated, usually in conjunction with an Review of Operation and Maintenance examination, for any necessary future action, (i.e., monitor, excavation and backfill, rebuild, etc.). Generally, sizable old root systems of large trees should be grubbed out and the embankment replaced and compacted to prevent the development of piping action or erosion. Likewise, any sizable voids resulting from animal/rodent burrowing activity should be filled and compacted. Seeding may be necessary for protection from surface erosion.

4. Spillway inlet and outlet channels, outlet works discharge channels, and other open conveyance channels (open canals, laterals, and drains) should be free of vegetative growth that could significantly impede water flow or reduce design capacity.

5. A clearance zone of 25 feet adjacent to all concrete structures associated with such facilities should be maintained of all trees and detrimental vegetative growth to prevent damage from root growth, to allow proper surveillance, and to allow adequate O&M access.

6. Associated cut slopes adjacent to open canals and laterals should be kept clear of vegetation which, if toppled and/or uprooted, could affect operations or O&M access.

7. For pipe conveyance systems (such as siphons, aqueducts, discharge lines, perforated or open-jointed drains, etc.), to provide O&M access and to prevent root encroachment, a clearance zone should be maintained 15 feet from each side of the pipeline. However, in some cases, farming of annual crops over pipelines may be permissible.

* * * * * *

SURVEY REPORT SUMMARY FORM

1. REPORT TITLE

1.a. Report Title: A CULTURAL RESOURCES SURVEY ON BUREAU OF RECLAMATION LAND FOR A PROPOSED PARKING LOT ADDITION, SAN LUIS, YUMA COUNTY, ARIZONA

1.b. Report Author: Jon M. Shumaker

1.c. Date: 3/5/21

1.d. Report Number: JSAC 2021-1

2. PROJECT REGISTRATION/PERMITS

2.a. ASM Accession Number: (Applied for.)

2.b. AAA Permit Number: N/A

2.c. ASLD ROW Application Numbers: N/A

2.d. Other Permit Number: Reclamation ARPA Permit No. LC-AZ 20-03

3. ORGANIZATION/CONSULTING FIRM

3.a. Name: Jon Shumaker Archaeological Consulting

3.b. Internal Project Number: JSAC 2021-1

3.c. Internal Project Name: San Luis Parking Lot Addition Survey

3.d. Contact Name: Jon M. Shumaker, MA, RPA

3.e. Contact Address: 8617 N. Dove Circle; Phoenix AZ 85028

3.f. Contact Phone: 623-285-8821

3.g. Contact Email: himdak@hotmail.com

4. SPONSOR/LEAD AGENCY

4.a. Sponsor: City of San Luis, AZ

4.b. Lead Agency: U.S. Bureau of Reclamation

4.c. Agency Project Numbers: N/A

4.d. Agency Project Name: Class III Cultural Resources Survey on Bureau of Reclamation Land for San Luis Parking Lot Project

4.e. Funding Source: Municipal

4.f. Other Agencies Involved: Arizona State Museum

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4.g. Applicable Regulations: Archaeological Resources Protection Act of 1979 [Pub. L. 96-95, Oct. 31, 1979,93 Stat. 721 (16 U.S.C. 470aa et seq.)]; National Historic Preservation Act [Pub. L. 89-665, Oct. 15, 1966,80 Stat. 915]; Antiquities Act of 1906 [Also known as the National Monument Act (Preservation of Antiquities)] June 8, 1906, ch. 3060,34 Stat. 225 (16 U.S.C. 431 et seq.); Reclamation Act [also known as the National Irrigation Act of 1902] June 17, 1902, ch. 1093,32 Stat. 388; and the Reclamation Manual.

5. DESCRIPTION OF PROJECT OR UNDERTAKING: The U.S. Bureau of Reclamation (Reclamation) is proposing to permit the City of San Luis, Arizona to construct a new parking lot addition on Reclamation land. Because the project will occur on Federal land and requires an agency permit and approval, it meets the definition of a Federal undertaking. Therefore, Reclamation is responsible for compliance under the National Historic Preservation Act as implemented through the Code of Federal Regulations Part 800 (36 CFR 800).

The proposed project consists of grading and levelling of the site, excavation of trenches for buried utilities, and excavation of a water retention basin. Standard excavation and road construction equipment will be used to grade, compact, and pave the parking area and to excavate the trenches and basin. Excavation depth for the parking area is estimated to be two to three feet. Utility trenches will be three to four feet in depth, and the retention basin will be excavated to an estimated depth of five feet or less.

6. PROJECT AREA/AREA OF POTENTIAL EFFECTS (APE): The proposed project area/ Area of Potential Effect consists of the entire 4.09-acre project area, including utility tie-ins.

The project area is roughly bounded on the south by the U.S. Bureau of Reclamation Yuma Valley Levee; to the west by the U.S. Bureau of Reclamation Pumping Plant Right-of-Way (and the Boundary Pumping Plant to the southwest), the Yuma County Water Association operator's house property and the Yuma Valley Main Drain; on the east by the San Luis Plaza and its paved access, and on the north by a parcel of private land. The proposed project would not have any direct or indirect effects on any of these facilities or properties.

The project area fits within a roughly rectangular polygon which at its longest varies from approximately 915-1000' north-south, and varies from roughly 170-210' east-west. The retention basin would run north-south just inside the western edge of the project area.

Access is from existing paved roads. Staging and laydown areas would be restricted to existing paved areas.

7. PROJECT LOCATION

7.a. Address: The project area is southwest of where Juan Sanchez Blvd. (AKA Cesar Chavez Blvd.) crosses US 95. It is reached by taking San Luis Plaza Drive south from Juan Sanchez Blvd. to just before it reaches the Yuma Valley Levee, then turning west to the western side of the San Luis Plaza. It is roughly 400' north of the US-Mexico international border.

7.b. Route: N/A

7.c. Milepost Limits: N/A

7.d. Nearest City/Town: Within city limits of San Luis, AZ

7.e. County: Yuma

7.f. Project Locator UTM: E707943 N3596810

7.g. NAD: 83

7.h.: Zone: 11

7.i. Baseline and Meridian: G&SRB&M

7.j. USGS Quadrangle: Gadsden OE S

7.k. Legal Description: T11S, R25W, a small portion of the W1/2 of S11

8. SURVEY AREA

8.a. Total Acres: ~4.09 acres

8.b.1. Land Jurisdiction: U.S. Bureau of Reclamation

8.b.2. Total Acres Surveyed: ~4.09 acres of Reclamation land

8.c.3. Total Acres Not Surveyed: N/A

8.c.4. Justification for Areas Not Surveyed: N/A

9. ENVIRONMENTAL CONTEXTS

9.a. Landform: Yuma Basin

9.b. Elevation: ~130 ft.

9.c. Surrounding Topographic Features: Flat river valley basin, heavily disturbed and developed.

9.d. Nearest Drainage: Colorado River, approximately a mile and a half to the west.

9.e. Local Geology: Quaternary (Holocene to middle Pleistocene) surficial alluvium and aeolian deposits (Reynolds 1988). Basin and Range Province-Desert Region (Wilson 1962). Flat, developed portion of the Yuma Basin.

9.f. Vegetation: Lower Colorado River Subdivision of Sonoran Desertscrub (Brown 1994), (Brown and Lowe 1994). No vegetation was observed in the project area except for dried stalks of Russian thistle (*Salsola tragus*), a disturbed soil plant.

9.g. Soils/Deposition: Rositas-Superstition soils, characterized by deep, nearly level and undulating, somewhat excessively drained soils on old terraces, alluvial fans, and sand dunes (USDA Soil Conservation Service 1980). In the project area, soils consist of highly disturbed and leveled light tan clayey silt containing asphalt chunks, gravels, and modern trash. No significant evidence of erosion/deposition noted.

9.h. Buried Deposits: Not likely.

9.i. Justification: Project area is flat and extremely disturbed. Area is reported to have been previously farmed. No visible evidence of recent alluvial deposition or erosion. No historic/prehistoric artifacts or features observed on ground surface, in push piles, or in burrows.

10. BUILT ENVIRONMENT

10. Built Environment: In-use, maintained modern and historic irrigation features, paved roadways, border security infrastructure, curbing, commercial buildings, (bulldozer?) push piles, and a fenced residence. The project area is reported to have been previously farmed. The nearby Yuma Main Drain is historic, but will not be affected by the proposed project, either directly or indirectly.

11. INVENTORY CLASS COMPLETED

11.a. Class I Inventory: N/A

11.b. Researcher(s): N/A

11.c. Class II Survey: N/A

11.d. Sampling Strategy: N/A

11.e. Class III Inventory: X

12. BACKGROUND RESEARCH SOURCES

12.a. AZSite: X

12b. ASM Archaeological Records Office: X

12.c. SHPO Inventories/SHPO Library: N/A

12.d. NRHP Database: X

12.e. ADOT Portal: N/A

12.f. GLO Maps: X

12.g. Land Managing Agency Files: N/A

12.i. Local Government Websites: X (San Luis, AZ is not a Certified Local Government. Neither is Yuma County. The city's website contains no information regarding cultural resources/historic properties.)

12.j. Other: N/A

13. BACKGROUND RESEARCH RESULTS

13.a.(1.-4.) Project Reference Number; Project Name; Author(s); Year*

PROJECT REF. #	PROJ. NAME	AUTHOR(S)	YEAR
BLM-050-95-6**	ATC Associates/AT&T Upgrade to Existing Telecommunications Facility Site Number YU26	No report or author noted	~1995
BLM-050-85-23-N	Cultural Resource Clearance for Border Patrol Surveillance Cameras	No report or author noted	~1985
2004-128.ASM	Yuma Border Lights Survey	Hart	2005

* Table reflects projects intersecting or touching project area, per "SHPO-ASM Interim Guidance Regarding Survey Report Standards," June 12, 2019

***BLM contacted for more information. The Yuma office archaeologist claims there is no record of this work being done and there is no report on file.*

13.b. Previously Recorded Cultural Resources Within Study Area:

13.b.(1.-5.) Site Number/Name; Cultural/Temporal Affiliation; Site Type; Eligibility Status; References*

Site #/Name	Cult//Temporal Affiliation	Site Type	Eligibility	Ref.
AZ X:6:39(ASM) AKA AZ X:6:39(ASM)/ Main Drain	Historic Anglo-American	Water control device (earthen canal)	Determined. Eligible A&C	Burghardt and Hall (2016a) Burghardt and Hall (2016b) Tucker (2006)

* Table reflects a site that while not intersecting or touching project area, (see "SHPO-ASM Interim Guidance Regarding Survey Report Standards," June 12, 2019), it is nearby. Site (earthen canal) will not be affected directly or indirectly by the current project.

13.c. Historic Buildings/Districts/Neighborhoods: N/A

13.c.1 Property Name or Address: N/A

13.c.2. Year: N/A

13.c.4. Eligibility Status: N/A

14. CULTURAL CONTEXTS

14.a. Prehistoric Culture: Paleo-Indian, Archaic, Patayan (Reid and Whittlesey 1997), (Cordell and McBrinn 2012), (McGuire and Schiffer, eds. 1982).

14.b. Protohistoric Culture: Yuman/Pai (Reid and Whittlesey 1997), (Cordell and McBrinn 2012).

14.c. Indigenous Historic Culture: Quechan, Cocopah, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Maricopa, Tohono O'odham Nation, Pueblo of Zuni, Hopi Tribe.

14.d. Euro-American Culture: Hispano-American, Anglo-American (Sheridan 2012).

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15. FIELD SURVEY PERSONNEL

15.a. Primary Investigator: Jon M. Shumaker, MA, RPA

15.b. Field Supervisor: Jon M. Shumaker, MA, RPA

15.c. Crew: Jon M. Shumaker, MA, RPA

15.d. Fieldwork Date(s): 10/24/20

16. SURVEY METHODS

16.a. Transect Intervals: 15 M

16.b. Survey Coverage: 100%

16.c. Site Recording Criteria: ASM

16.d. Ground Surface Visibility: 100%.

16.e. Observed Disturbances: Significant. Disturbance includes grading, asphalt chunks, modern trash.

17. FIELD SURVEY RESULTS

17.a, No Cultural Resources Identified: X

17.b. Isolated Occurrences (IOs) Only: N/A

17.c. Number of IOS Recorded: N/A

17.d.1.-2. Table of IOs: N/A

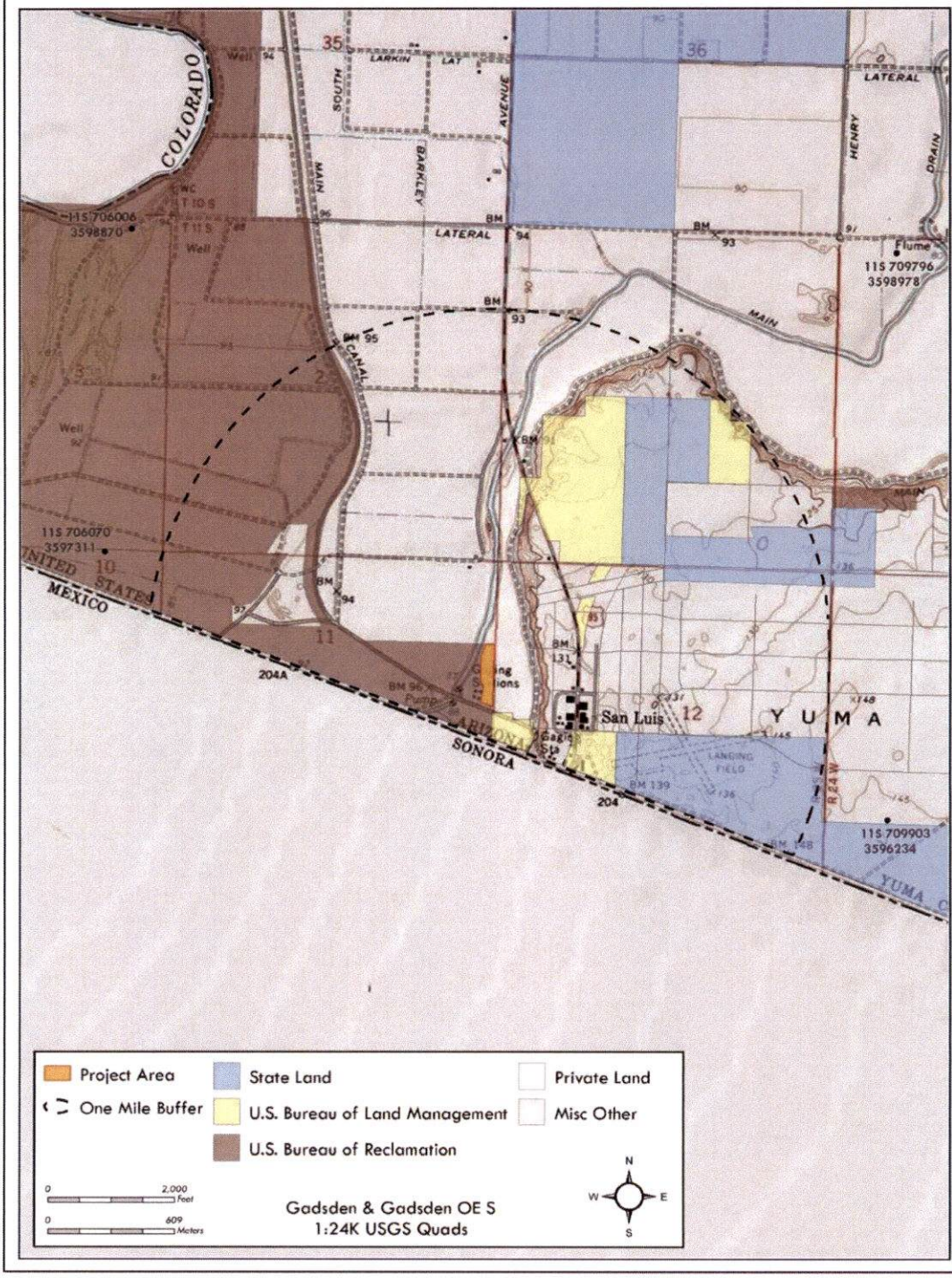
17.d.3. Date Range: N/A

17.d.4. UTMs (Easting, Northing): N/A

18. COMMENTS: N/A

SECTION 19. ATTACHMENTS

19.a. Project Location Map and 19.b. Land Jurisdiction Map



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19.c.Background Research Map - Previous Projects

[Per SHPO-ASM Interim Guidance Regarding Survey Report Standards (June 12, 2019) Point #3]*

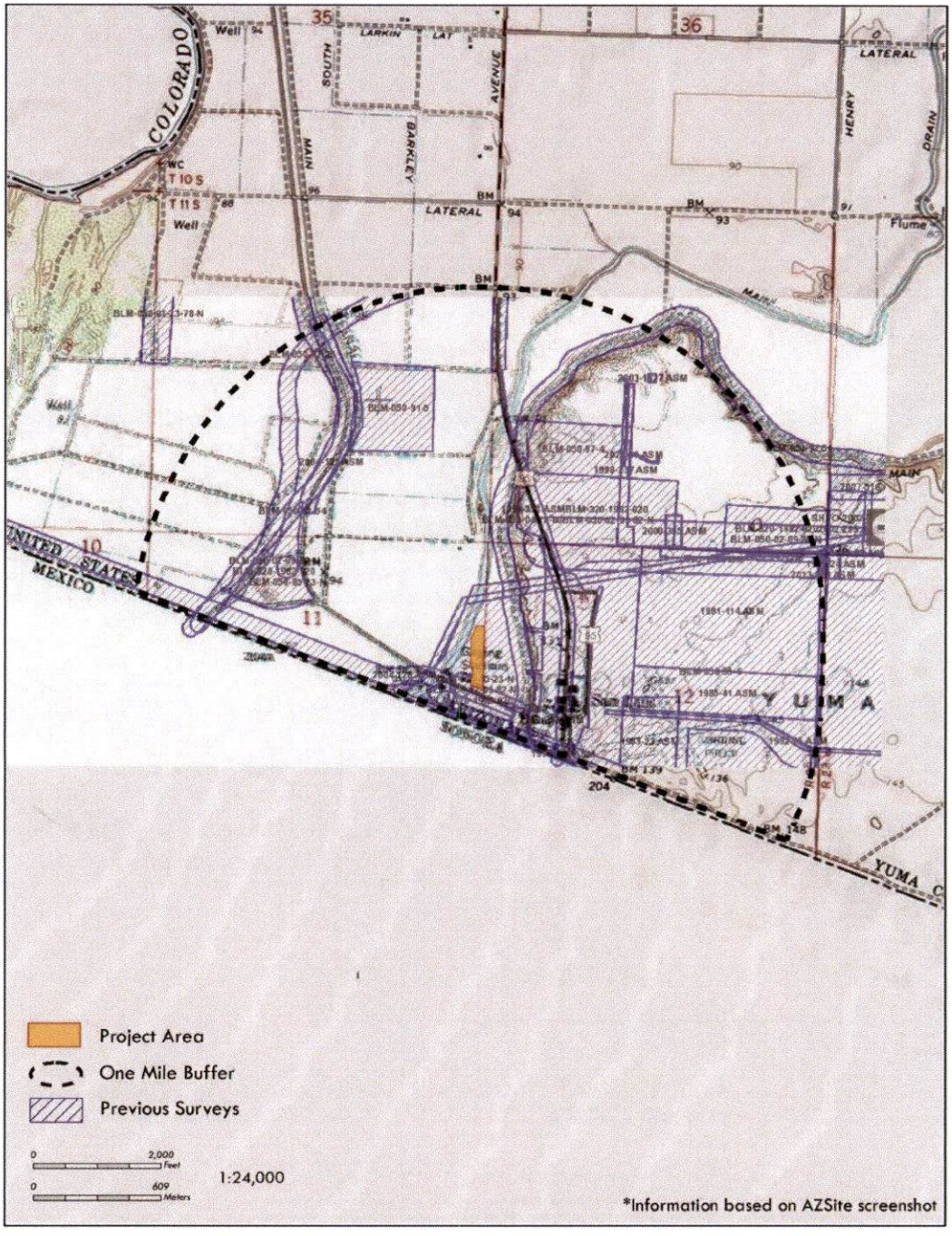


EXHIBIT F
CONTRACT NO. 18-07-34-L1923

19.c. Background Research Map - Previous Identified Cultural Resources

[Per SHPO-ASM Interim Guidance Regarding Survey Report Standards (June 12, 2019) Point #3]*

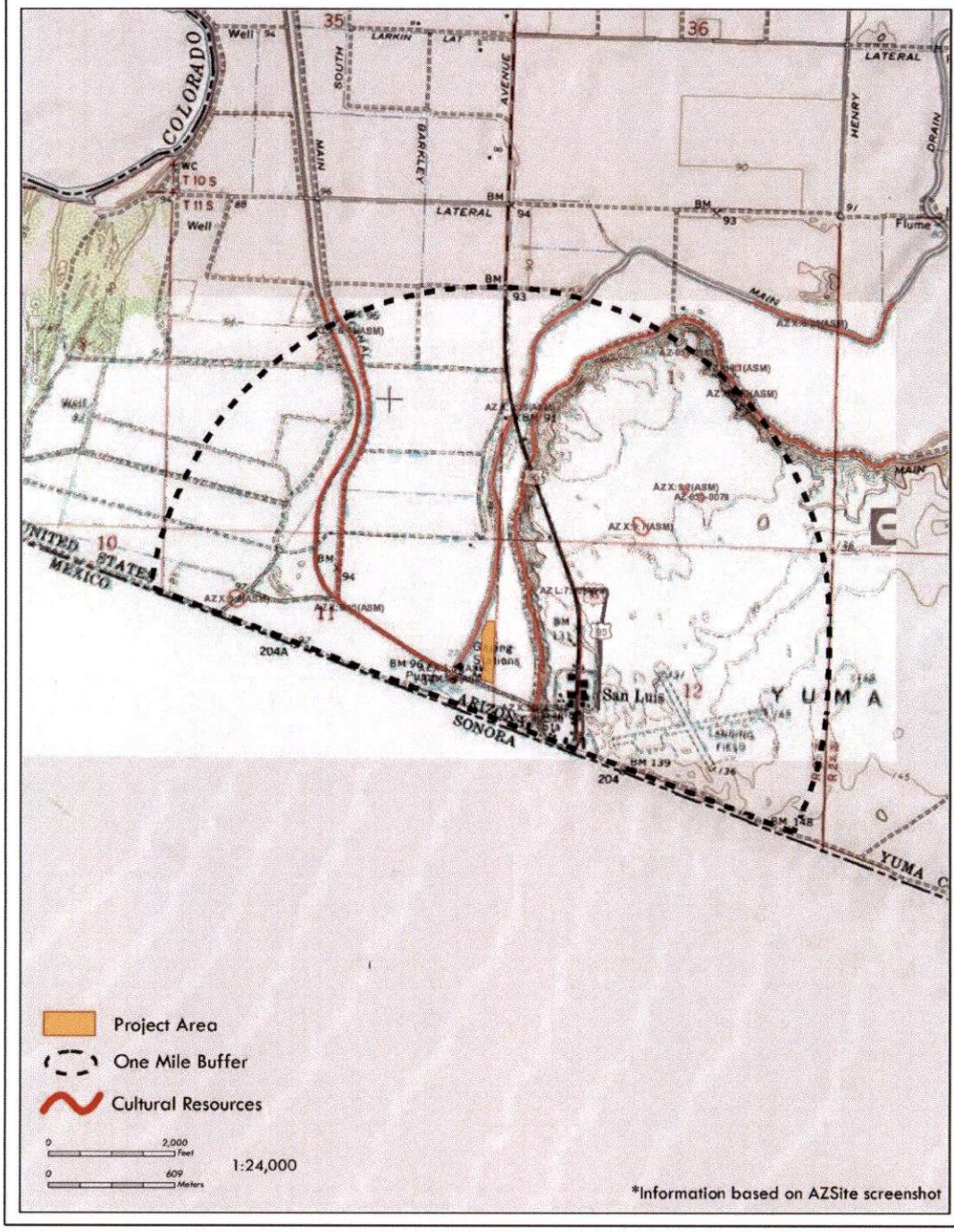
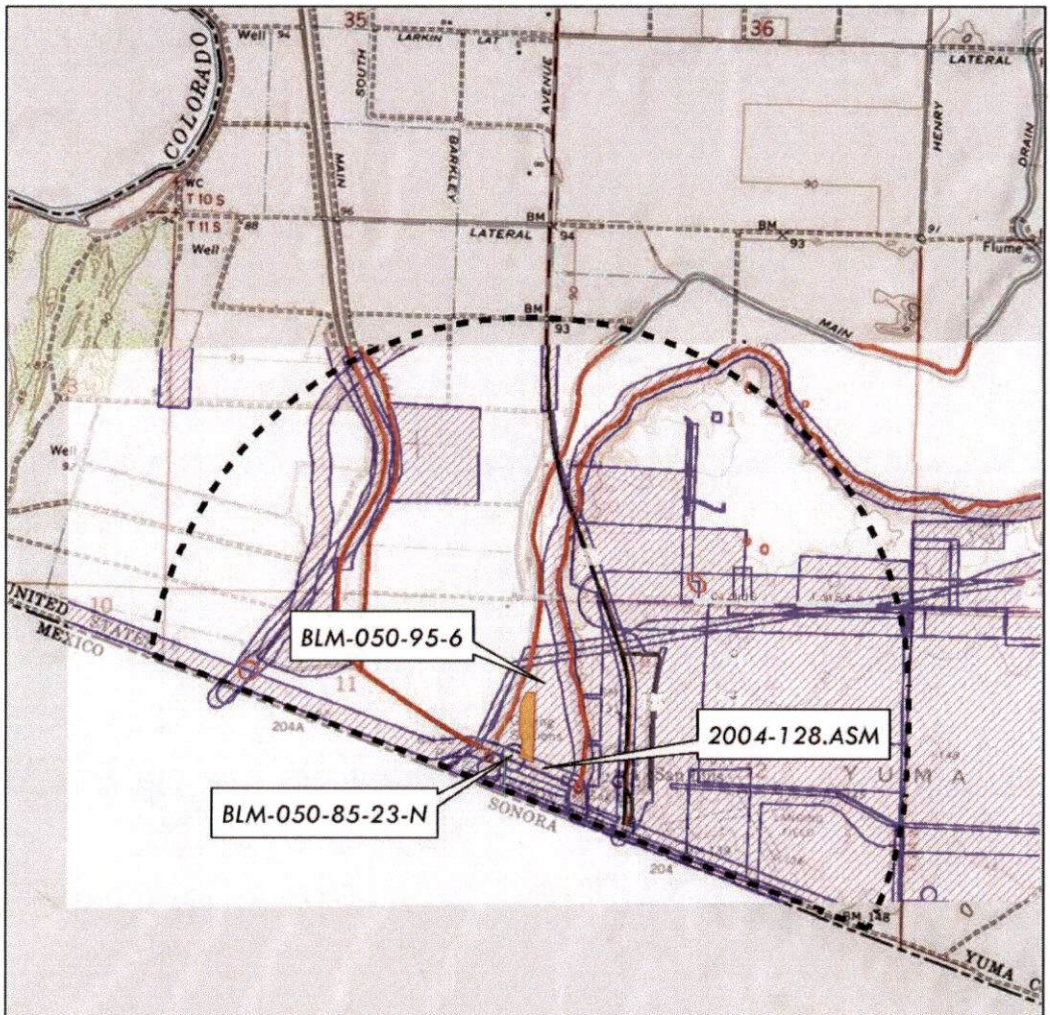


EXHIBIT F
CONTRACT NO. 18-07-34-L1923

19.c. Map of Previous Projects That Intersect or Touch Current Survey Area

[Per SHPO-ASM Interim Guidance Regarding Survey Report Standards (June 12, 2019) Point #3]*



*Information based on AZSite screenshot

EXHIBIT F
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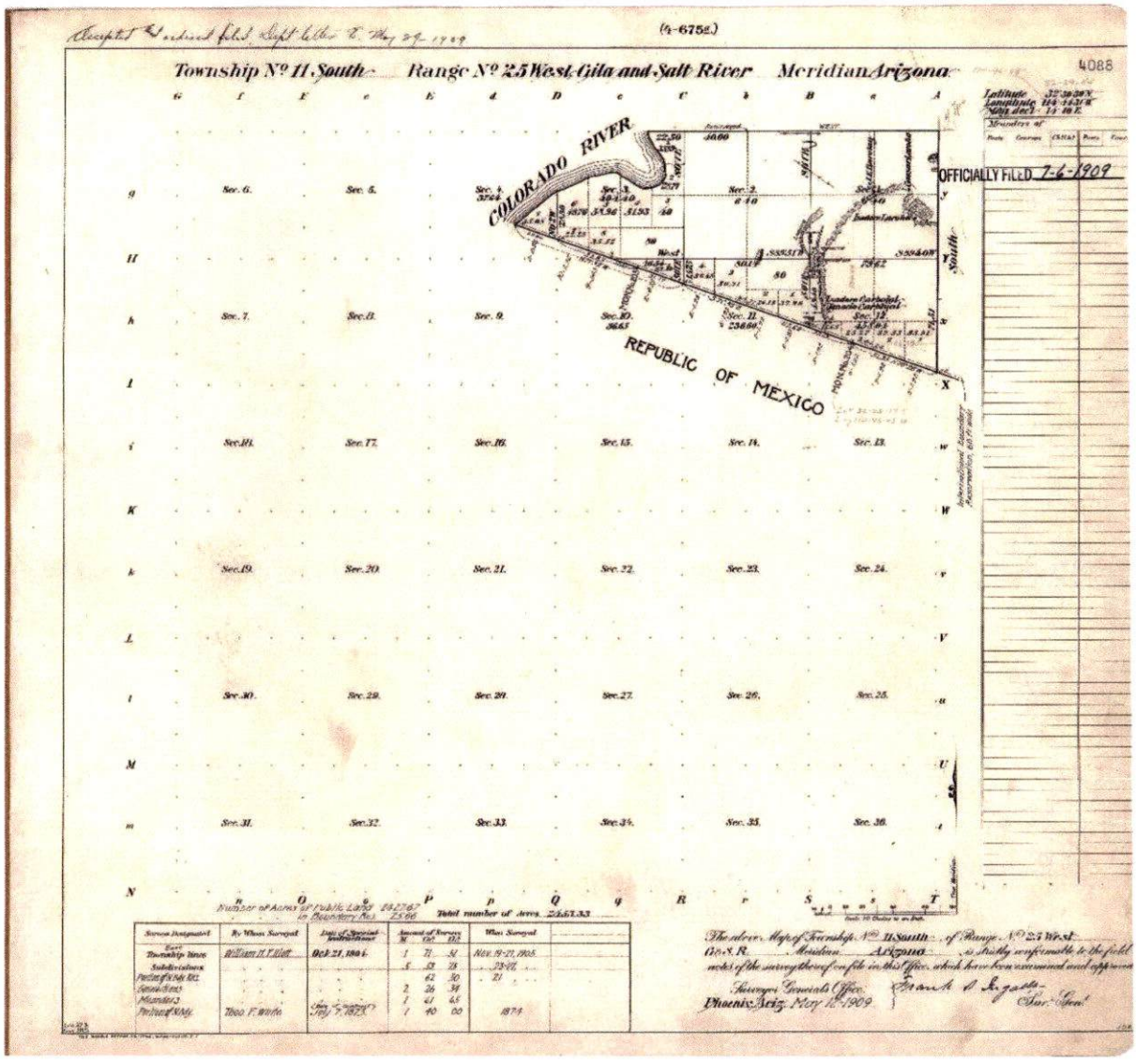

19.d. GLO Map

EXHIBIT F
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19.e. References

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Wilson, Eldrid D.

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Website for AZ SHPO Tribal Consultation Toolkit:
https://www.google.com/maps/d/viewer?mid=1LCIH6Xc6bBDSDn_xQRguTE54JY&ouid=0&ll=35.16043496765561%2C-112.63183624999994&z=6
Accessed 12/9//20.

Website for AZSite. https://azsite3.asurite.ad.asu.edu/azsite/search.html Accessed 12/9/20.

EXHIBIT F
CONTRACT NO. 18-07-34-L1923

Website for City of San Luis: https://www.sanluisaz.gov/ Accessed 12/9/20.

Website for National Register of Historic Places Database: https://www.nps.gov/maps/full.html?mapId=7ad17cc9-b808-4ff8-a2f9-a99909164466 Accessed 12/9/20.

20. Consultant Certification:

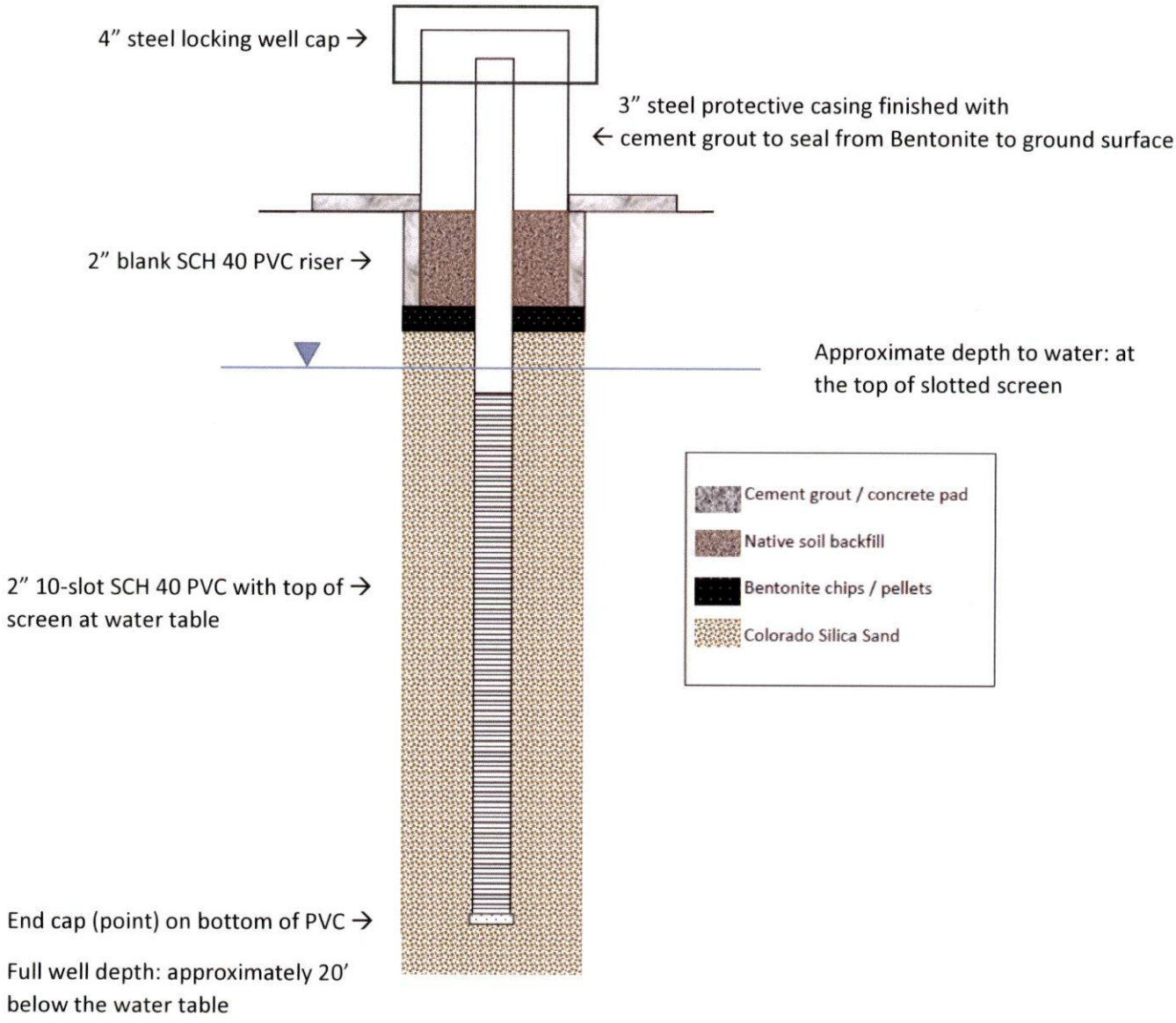
Jon M. Shumaker MA, RPA

Principle Investigator

21. Discovery Clause

If any previously unidentified cultural resources and/or human remains are discovered during any aspect of this project, all work at that specific location must cease immediately, and steps shall be taken to protect that resource, especially human remains. The contractor and/or the City of San Luis shall immediately contact Reclamation's Archaeologist Ms. Andrea Kayser at (928) 343-8461 in order to determine the proper treatment of the discovery. Work may not resume at that location without specific written authorization from Ms. Kayser. Special attention shall be paid to discoveries of human remains. They shall be treated with care, dignity, and respect at all times. They are not to be touched, handled, or photographed, and may require that special protective measures, such as 24-hour security, be taken until the Reclamation's Archaeologist has been notified and the contractor has received specific written direction from that representative regarding how to proceed.

Typical Observation Well Diagram:



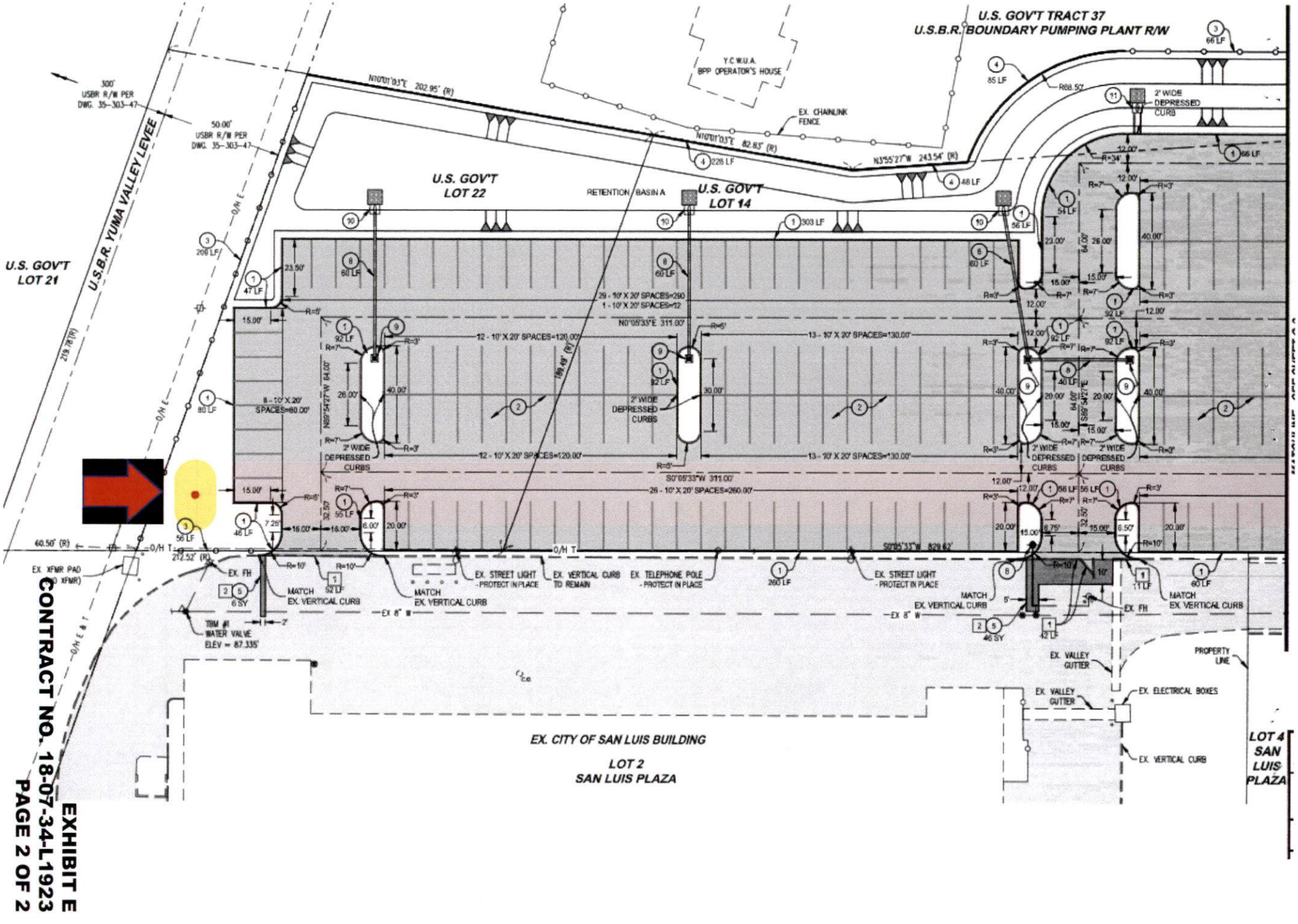


EXHIBIT E
CONTRACT NO. 18-07-34-L1923
PAGE 2 OF 2

United States Department of the Interior

BUREAU OF RECLAMATION
Yuma Area Office
7301 Calle Agua Salada
Yuma, AZ 85364

IN REPLY REFER TO:
YAO-7120
2.2.3.19

10/24/2022

CERTIFIED – RETURN RECEIPT REQUESTED (7018113000002577420)

Ms. Jenny Torres
Community Development Director
City of San Luis
1090 East Union Street
San Luis, AZ 85349

Subject: City of San Luis (City) – Contract and License No. 18-07-34-L1923 (License) – Authorization to Construct, Install, Own, Use, Operate, and Maintain a Parking Lot within Bureau of Reclamation Withdrawn Lands and Rights-of-Way – Yuma Project, Valley Division, Arizona

Dear Ms. Torres:

Enclosed for the City's review and signature are an original and two (2) duplicate originals of the subject License. The License authorizes the City to construct, install, own, use, operate, and maintain a parking lot and associated appurtenances, hereinafter referred to as Parking Lot, within, on, adjacent, and/or across Reclamation withdrawn lands and rights-of-way for the Boundary Pumping Plant, Yuma Valley Main Drain, and Yuma Valley Levee. The purpose of the Parking Lot is to provide additional parking to an existing office/commercial building owned by the City, known as San Luis Price Center.

If the License is satisfactory, please sign the original and the two (2) duplicate originals and return them to Reclamation along with a resolution authorizing the signature provided. Upon signature by all parties, a fully executed duplicate original License will be provided for your records.

Please reference Contract No. 18-07-34-L1923 in all communications regarding this matter. If you have any questions, please contact Ms. Melissa Fairchild, Realty Specialist, via electronic mail at mafairchild@usbr.gov. Individuals in the United States, who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunication relay services. Individuals outside of the United States should use the relay services offered within their country to make international calls to the point-of-contact in the United States.

Sincerely,

CHRISTOPHER WALLIS
Digitally signed by CHRISTOPHER WALLIS
Date: 2022.10.24 09:48:24 -07'00'

Christopher M. Wallis, Chief
Resource Management Office

In Triplicate

Enclosure

cc: Mr. Tom Davis
Manager
Yuma County Water Users'
Association
3800 W. County 15th Street
Somerton, AZ 85350
(w/encl)

Mr. James Davey, PE RLS
James Davey and Associates, Inc.
1025 West 24th Street, Suite 2
Yuma, AZ 85364
jdavey@jdacivil.com
(w/o encl)

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. F.**

Meeting Date: 11/22/2022

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2238. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an intergovernmental agreement with the Bureau of Reclamation for San Luis to construct, install, own, use, operate, and maintain a downtown park and parking lot in the City of San Luis under B.O.R. Contract No. 21-07-34-L2075.
(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)

SUMMARY:

The City of San Luis submitted an application to the Bureau of Reclamation requesting authorization to construct a downtown park and parking lot facility in federal land. The United States Department of Interior, Bureau of Reclamation, Yuma Area Office (B.O.R.) submitted the license authorizing the City of San Luis to construct, install, own, use, operate and maintain a downtown park and parking lot within portions of Reclamation's reserved rights-of-way for the 34.5kV transmission line. The Bureau of Reclamation requires a resolution authorizing signing of the agreement. To expedite this matter, the Mayor signed the IGA when it arrived at City Hall, so staff is also asking for ratification.

City legal counsel and staff reviewed the license agreement and are recommending approval.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2238 AND RATIFY THE EXECUTION OF BOR CONTRACT NO. 21-07-34-L2075, AS PRESENTED.

Fiscal Impact

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

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

There is no fiscal impact associated with this contract.

Attachments

Resolution No. 2238
BOR license Letter
BOR Guidelines

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2238

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BUREAU OF RECLAMATION FOR SAN LUIS TO CONSTRUCT, INSTALL, OWN, USE, OPERATE AND MAINTAIN A DOWNTOWN PARK AND PARKING LOT IN THE CITY OF SAN LUIS UNDER B.O.R. CONTRACT NO. 21-07-34-L2075.

WHEREAS, the City of San Luis, Arizona ("City") submitted a transportation and utility systems and facilities federal land application to the United States Department of the Interior, Bureau of Reclamation ("B.O.R."); and

WHEREAS, the City requires federal land to construct a parking lot facility; and

WHEREAS, B.O.R. requires state or local governments to provide authorization to execute the license;

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

Section 1: The Mayor and City Council deem that it is in the best interest of the City of San Luis' residents to enter into an intergovernmental agreement with the United States of America through the Department of the Interior, Bureau of Reclamation to permit the City to construct a downtown park and parking lot.

Section 2: A true copy of the intergovernmental agreement (B.O.R Contract No.21-07-34-L2075) is incorporated herein as though set forth again in full.

Section 3: The Mayor is authorized and directed to execute said agreement for and on behalf of the City of San Luis.

Section 4: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

[Intentionally left blank, signature page follows]

PASSED, ADOPTED, APPROVED, and RATIFIED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ___ day of November 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

DUPLICATE ORIGINAL

Contract No. 21-07-34-L2075

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
INTERIOR REGION 8: LOWER COLORADO BASIN
YUMA AREA OFFICE
YUMA, ARIZONA

YUMA PROJECT,
VALLEY DIVISION, ARIZONA

1. THIS CONSENT AGREEMENT (Consent) is given this 27th day of October, 2022, pursuant to provisions of the Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); and acts amendatory thereof or supplementary thereto; and the provisions of 43 CFR § 429, between the United States of America, acting through the Bureau of Reclamation, hereinafter referred to as "Reclamation," represented by the officer executing this Consent, hereinafter referred to as the "Area Manager," and the City of San Luis, hereinafter referred to as the "Consentee," with the concurrence of the Yuma County Water Users Association, hereinafter referred to as the "Association."

WITNESSETH THAT:

2. WHEREAS, pursuant to the provisions of the Fact Finders Act, dated December 5, 1924 (43 Stat. 704; 43 U.S.C. § 417), Reclamation reserved a perpetual right-of-way dated May 5, 1953, under Bureau of Land Management Serial No. AZAR 004859 for a 100-foot-wide right-of-way for Reclamation's 34.5kV Transmission Line and Facilities (Transmission Line); and

3. WHEREAS, Reclamation, on behalf of the United States, issued Contract No. 14-06-300-1317 dated November 15, 1962, to the Association for operation and maintenance responsibility of said Transmission Line related to the Yuma Boundary Pumping Plant, a necessary feature of the Yuma Project, Valley Division; and

4. WHEREAS, the Consentee seeks use authorization from Reclamation to construct, install, own, use, operate, and maintain a parking lot within and/or across portions of Reclamation's Transmission Line and/or rights-of-way; and

DUPLICATE
ORIGINAL

5. WHEREAS, the granting of this Consent by Reclamation and the exercise of such right-of-use by the Consentee under the terms and conditions herein provided shall be compatible with the purposes for which Reclamation lands and rights-of-way are administered by Reclamation on behalf of the United States.

6. NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, Reclamation, on behalf of the United States, by this Consent Agreement hereby grants to the Consentee, except as otherwise provided herein, the following described authorization to construct, install, use, operate, and maintain Improvements, as described by the design plans entitled: "City of San Luis Master Plan Downtown Parks and Parking Lots" dated March 2018, hereinafter referred to as the "Improvements," which are located within, on, over, and/or across the Transmission Line rights-of-way to wit:

7. DESCRIPTION OF PREMISES:

Gila Salt River Meridian, Arizona
Township 11 South, Range 25 West
N½NW¼, section 12, portions of.

Said lands are more fully described by the map identified as Exhibit B, attached hereto and by this reference made a part hereof, and hereinafter shall be referred to as the "Premises."

(a) By accepting and signing this Consent, and by using the Premises described herein, the Consentee agrees to comply with and be bound by the terms and conditions described or referenced herein during all ownership, use, operation, maintenance, termination, and relocation (if required and as hereinafter provided) activities of said Improvements.

8. ADMINISTRATIVE COSTS AND USE FEES: In accordance with regulations found at 43 CFR § 429.26 (a)(9), consideration for this Consent shall be waived.

9. OWNERSHIP OF THE IMPROVEMENTS:

(a) The Consentee is the owner of the Improvements listed herein, as shown in Exhibit A.

(b) The Consentee shall at all times and at its sole expense, without any expense and/or liability whatsoever to the United States, Reclamation and/or the Association construct, install, own, operate, maintain, and make necessary repairs to or replacements of the Improvements in a manner so as not to interfere with the proper use and operation of or cause injury or damage to any property or waters of the United States, property of the Association, and/or any facilities or project works of Reclamation and/or the Association. The Consentee shall reimburse Reclamation and/or the Association for all injury or damage to said property, waters, facilities,

and/or project works arising out of the utilization of the rights granted pursuant to this Consent which is caused by the Consentee; and the Consentee shall promptly pay any invoice rendered therefore by Reclamation and/or the Association.

10. WATER: Nothing contained in this Consent shall be deemed to entitle the Consentee to, nor shall be construed as granting any rights to obtain water from the United States, and no wells shall be constructed or installed on the lands covered by this Consent.

11. TERM: This Consent, unless terminated sooner as provided by Article 12 hereof, shall terminate twenty-five (25) years from the date hereof. This Consent may, upon agreement of the parties, be extended for an additional twenty-five (25)-year period. Any application for extension shall be filed by the Consentee, in writing, with Reclamation not less than one hundred eighty (180) days prior to termination of this Consent.

12. TERMINATION:

(a) This Consent shall terminate, and all rights granted to the Consentee hereunder shall cease, and the Consentee shall quietly deliver to Reclamation possession of the Premises in like condition as when taken, reasonable wear and tear excepted:

(1) At the expiration of the term as provided in Article 11.

(2) For nonuse of the Premises by the Consentee for a period of two (2) years following the execution of this Consent, at the option of Reclamation.

(3) After failure of the Consentee to observe any of the conditions of this Consent, to include payment of any and all sums due to Reclamation as set forth herein, and on the tenth (10th) day following service of written notice on the Consentee of termination because of failure to observe such conditions. Any notice required by this Article shall be served by certified mail addressed to the respective post office addresses provided in Article 23, and the mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

(4) Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(5) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 (2016) if Reclamation determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security;

(ii) A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1) (2016); or

(iii) Termination is necessary for operational needs of the project.

(6) Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent if it determines that the Consentee has used this Consent for any purpose other than its intended purpose.

(7) Reclamation may, at any time and at no cost or liability to the United States, terminate this Consent if the Consentee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

(8) Upon the expiration, termination, or revocation of this Consent, if all use fees and damage claims due Reclamation have been paid, the Consentee may be required, at the option of Reclamation, to remove any or all of the Improvements placed upon the Premises and shall restore the Premises to a condition satisfactory to the Area Manager. Should Consentee fail to remove the Improvements within 60 days of expiration, termination, or revocation of this Consent, the Area Manager may, on behalf of Reclamation, deny and prohibit any or all access to the Improvements and Premises. At the option of Reclamation, any remaining Improvements may become property of the United States or be removed at the expense of the Consentee. The Consentee shall promptly pay all expenses incurred by Reclamation for removal and restoration upon its receipt of an invoice for the same.

(9) Should this Consent be terminated, Reclamation, reserves the right to bar the Consentee from the authorization to use Reclamation withdrawn and acquired lands for a period of time, as determined by the Area Manager.

13. TERMINATION OF CONSENT BY THE CONSENTEE: This Consent may be terminated at any time by the Consentee upon sixty (60) days written notice to Reclamation. Should the Consentee exercise its option to terminate this Consent, all rights granted the Consentee hereunder shall cease, and the Consentee shall quietly deliver to Reclamation possession of the Premises in like condition as when taken, reasonable wear and tear excepted.

14. EXCEPTIONS AND RESERVATIONS:

(a) Reclamation and the Association reserve the right of their officers, employees, and agents to at all times have unrestricted access and ingress to, passage over, and egress from all of the Premises to make investigations of all kinds, dig test pits and drill test holes, to survey for, operate, and maintain existing Reclamation works and facilities, and to construct reclamation and irrigation works and other structures incident to Reclamation project needs and purposes. Reclamation and the Association shall have no obligation to restore the Improvements if Reclamation and the Association exercise their rights reserved herein. All costs, expenses, obligations, and duties, to restore any part of the Improvements shall be incurred by the Consentee.

(b) The rights granted hereunder shall not be exclusive in character and Reclamation and the Association reserve to themselves, their successors and assigns, the right against the Consentee to use any or all of the Premises, which are or may be crossed, or upon which irrigation and drainage facilities and works of Reclamation and the Association have been constructed, and to construct, reconstruct, operate and maintain therein and thereon dams, dikes, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways and appurtenant irrigation and drainage structures which may be needed or useful in connection with or as a part of canals, laterals and other irrigation and drainage facilities without any payment by Reclamation and the Association, their successors or assigns for the exercise of such right. The Consentee agrees that if the construction, reconstruction, installation, operation or maintenance of any or all of such works of Reclamation and the Association, on or across the Premises described above, should be made more expensive by reason of the existence of the Improvements, such additional expense may be estimated by Reclamation and the Association whose estimate shall be final and binding upon the parties hereto, and within thirty (30) days after demand is made upon the Consentee for payment of any such sums, the Consentee shall make payment thereof to Reclamation and the Association their successors or assigns constructing such works across, over, under or upon the Premises.

(c) Reclamation and the Association reserve the right to inspect the Improvements under the terms of this Consent both during the progress of construction and upon completion thereof and anytime thereafter.

(d) Jurisdiction of and supervision by Reclamation over the Premises is not surrendered or subordinated by issuance of this Consent and Reclamation reserves the right to issue additional Consents or other agreements for compatible uses of the Premises.

15. TERMS AND CONDITIONS: In use of the Premises, the Consentee shall faithfully observe each of the following conditions:

(a) The Consentee, at its sole expense, shall own, use, operate, and maintain the Consentee's Improvements in conformity with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, including but not limited to, those relating to pollution and environmental control.

(b) All construction, reconstruction, installation, use, operation, and maintenance activities undertaken pursuant to this Consent shall be in conformity with the specifications approved in advance by the Area Manager and the Association and shall be conducted by the Consentee at all times in a manner satisfactory to the Area Manager and the Association. It shall be incumbent upon the Consentee to obtain an encroachment license from the Association prior to undertaking such installation activities.

(c) During construction and use of the Premises, the Consentee shall carry out proper and efficient measures wherever and as often as necessary to reduce nuisance by dust, and to prevent dust which has originated from its operations from damaging any other properties or causing a nuisance to persons.

(d) The Consentee shall reimburse Reclamation and the Association for any and all costs and expenses incurred in the defense of any action which challenges the Consentee's use of the Premises.

(e) The rights granted by this Consent are subject to any and all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, and rights of Reclamation, the United States, and to existing rights in favor of the public or third parties. The Consentee agrees that it is its sole responsibility to make whatever arrangements as are necessary to obtain such rights as may be required of the Consentee from any other party or parties holding any other interests.

(f) The Consentee shall notify the Area Manager and Association within ninety (90) days of substantial completion of use, and within said ninety (90) days shall undertake customary and prudent measures to smooth, recontour, clean, remove debris, grade, scarify, repair, restore, or otherwise rehabilitate the lands, water, structures, and facilities of Reclamation that were disturbed to a condition of appearance and stability comparable to the surrounding undisturbed lands, to the satisfaction of the Area Manager and Association.

(g) The Consentee shall not issue or grant easements, rights-of-way, land rights, leases, licenses, permits, crossing agreements, recreational or special use agreements, and shall not allow commercial ventures on the Premises. Any such use instruments shall be issued by Reclamation only.

(h) The Consentee shall ensure the Premises and surrounding area are maintained in a sanitary condition at all times. All trash and debris shall be removed upon leaving the Premises.

(i) The Consentee shall not make any alteration of said Transmission Line within the Reclamation lands and/or reserved rights-of-way without prior written concurrence of Reclamation and the Association.

(j) The Consentee shall ensure that no unauthorized encroachment occurs, and no waste is committed, on Reclamation lands and rights-of-way under this Consent.

(k) The Consentee shall have the right to allow its agents, contractors, and subcontractors to use Reclamation lands and rights-of-way under this Consent for the purposes stated herein.

(l) The Consentee shall promptly reimburse Reclamation and/or the Association for all damages to Reclamation lands, waters, facilities, and/or project works, arising out of the construction, installation, operation, maintenance, use, replacement, termination, or removal by the Consentee of the Consentee's Improvements located on Reclamation lands and rights-of-way under this Consent, provided, however, that if Reclamation and/or the Association does not use the payment to repair such damages, Reclamation and/or the Association shall not recover additional payment for such damages at the time of termination of this Consent.

(m) The Consentee shall not use the Premises or permit the use thereof for any purposes except as set forth herein.

16. SPECIAL CONDITIONS:

(a) Upon termination of this Consent for any reason, the Consentee may be required, at the option of Reclamation, to remove said Improvements placed in or upon the Premises and shall restore the Premises to a condition satisfactory to Reclamation.

(b) Any use outside of the Reclamation's land and rights-of-way is not authorized by the United States, Reclamation, or this Consent.

(c) The Consentee shall remove any tall vegetation growth to include trees under the Transmission Line that could cause an overhead hazard.

(d) The Consentee shall coordinate any proposed pole relocations with Reclamation and the Association.

(e) The Consentee shall update the Master Plan to label, show, and identify Reclamation's Transmission Line.

(f) The Consentee shall be solely responsible for and ensure that, the use, operation, and maintenance of said Improvements is performed in accordance with Exhibit A, as approved by Reclamation.

(g) Any changes and/or improvements proposed by the Consentee to the approved details and/or use of the Improvements, as described on the Exhibit A attached hereto, shall require review and approval in advance by Reclamation and the Association.

(h) In the event that the Consentee removes itself and/or is removed as the owner, operator, and maintenance provider of the Improvements, it shall be the responsibility of the Consentee to notify Reclamation within 60 days prior to the change so that Reclamation may assign this Consent.

(i) The Consentee must follow Reclamation's requirements for crossings of Reclamation projects and facilities which are found in Reclamation's "Engineering and O&M Guidelines for Crossings Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)" as described and depicted on Exhibit C, attached hereto and by this reference made a part hereof.

(j) The Consentee shall ensure an overhead clearance of at least thirty-two (32) feet between the Improvements and the Transmission Line is maintained at all times.

(k) The Consentee shall be solely responsible for and ensure that Transmission Line is protected at all times during construction and use of the said Improvements. The Consentee accepts all liability for damage to the Transmission Line and will be liable for any costs associated with repairs of Reclamation facilities, if damaged due to said Improvements.

(l) The Consentee shall be solely responsible for, and ensure that, Reclamation and the Association have access to the Premises at all times during use, operation, maintenance, and termination activities of the Improvements. Nothing shall prevent Reclamation and/or the Association from construction, operation, maintenance, removal, expansion, improving, relocation and/or replacement of the Transmission Line and/or other Reclamation facilities, or the delivery of water through Reclamation facilities.

(m) Reclamation and the Association maintain the right to require that Consentee remove the Improvements if deemed necessary for maintenance or related activities performed within the Transmission Line, and/or other related facilities.

(n) The Consentee shall protect all properties owned and/or previously permitted by Reclamation, on behalf of the United States, on Reclamation lands and rights-of-way for the Transmission Line.

(o) The Consentee shall provide a construction schedule and seventy-two (72) hour notice to Reclamation prior to the start of any construction/maintenance activities. Said seventy-two (72) hour notice shall be provided to Reclamation's Technical Support Office, Construction Services Group Manager, Mr. Alex Belous, at telephone No. (928) 343-8314 and/or by electronic mail at abelous@usbr.gov, so that a Reclamation Inspector can attend any pre-construction meetings and be on-site during construction and installation activities.

(p) Within ninety (90) calendar days of the completion of the construction and installation of the Consentee's Improvements, the Consentee shall furnish Reclamation and the Association each with as-built drawings depicting the location, elevation, and depth and dimensions of said Improvements, as installed. Said drawings shall be provided to Reclamation and the Association to include one (1) 11x17 sized set of drawings, one copy in PDF format, and one electronic copy of the drawings in AutoCAD format or compatible. Electronic drawings shall be provided to Reclamation by e-mail to Ms. Anna Sander, Realty Technician at: asander@usbr.gov.

(q) All on-site personnel shall be personally instructed by the Consentee regarding the conditions outlined herein.

(r) This authorization to use the Transmission Line right-of-way will not be construed as a grant of any permanent right-of-way interest or as abandonment by Reclamation of any rights, including but not limited to, use and occupancy of the Transmission Line.

(s) The Consentee acknowledges and agrees that Reclamation and/or the Association may close the Premises for maintenance activities related to the Transmission Line and related appurtenances, with reasonable notice to the Consentee, as determined by Reclamation and/or the Association.

(t) Reclamation will accept no responsibility for the structural adequacy of the Improvements.

(u) This Consent shall not be construed as to limit, relinquish, abridge, or impair enjoyment of the existing easement rights held by Reclamation for Transmission Line.

(v) In case of emergency involving the Transmission Line, its lands and/or facilities, the Consentee shall immediately notify Reclamation at telephone No. (928) 343-8100 and the Association at telephone No. (928) 627-8824.

(w) Any provider intending to install or construct any utilities and/or other improvements on the Premises not specifically authorized by this Consent shall make separate application to Reclamation and the Association for authorization and right-of-use prior to any construction or installation.

(x) In the event the Consentee is not the underlying fee owners of the land encumbered by Reclamation's rights-of-way, it shall be incumbent on the Consentee to secure permission of the fee owner(s) for approval to enter upon, cross, or use the land, including the Reclamation rights-of-way.

GENERAL PROVISIONS

17. HOLD HARMLESS: The Consentee herby agrees as follows:

(a) Reclamation: The Consentee hereby agrees to indemnify and hold harmless Reclamation, its officers, employees, agents, and assigns, from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Consentee's activities under this Consent. Additionally, except for acts of negligence, the Consentee releases Reclamation, its officers, employees, agents, and assigns, from any and all liability for damage arising from injury to persons or damage to structures, equipment, improvements, or works of the Consentee resulting from the construction, reconstruction, operation, or maintenance of any of the works of Reclamation. Provided, however, that nothing contained in this clause shall be deemed to modify or limit any liability which may be imposed by the Federal Tort Claims Act, 28 U.S.C. § 2671-2680.

(b) Association: The Consentee shall indemnify, defend, and hold harmless the Association its officers, directors, employees, agents, representatives, successors, and assigns, from and against all claims, costs, losses, damages, demands, liabilities, and expenses (including, but not limited to, all fees and charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) of any kind or character arising out of or relating to:

(1) any act or omission by the Consentee or its representatives, to include its employees, agents, contractors, subcontractors, or any other persons directly or indirectly employed by any one of the foregoing, or reasonably under the control of any of the foregoing, or for whose acts any of the foregoing may be liable (collectively, "Representatives"), in connection with the rights granted to Consentee pursuant to this Consent;

(2) any violation or alleged violation by Consentee or its Representatives of any law or regulation now or hereafter enacted;

(3) any breach by Consentee of its obligations under this Consentee; and

(4) any enforcement by the District of any provision of this Consent; provided, however, the foregoing indemnification shall not apply to the extent any claim is ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the District, its officers, directors, employees, agents, representatives, successors, and assigns.

18. DISCOVERY OF CULTURAL RESOURCES: The Consentee shall immediately provide a verbal notification to Reclamation of the discovery of any and all antiquities or other objects of archaeological, cultural, historic or scientific interest on Reclamation lands. The Consentee shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities authorized under this Consent. The Consentee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming the activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of the Consentee.

19. CLEAN AIR AND WATER: The Consentee agrees as follows:

(a) To comply with all Federal, State, and local requirements of the Clean Air Act (CAA) and the Clean Water Act (CWA); and

(b) To obtain written permission from Reclamation prior to conducting any activities that require permits, plans, or certificates under the CAA or the CWA; and

(c) To provide Reclamation with a copy of any correspondence between the Consentee and any regulatory agency concerning CAA or CWA compliance, including, but not limited to, copies of permit applications, permits, reports, notices of violation or enforcement actions; and

(d) To take immediate and effective action to correct any violation related to the CAA or the CWA. The Consentee shall provide Reclamation with a narrative description of the violation, the actions taken by the Consentee, the date the violation began, the date that the Consentee became aware of the violation and the date that the Consentee returned to compliance.

20. HAZARDOUS MATERIALS: In use of the Premises:

(a) The Consentee shall not allow contamination or pollution of lands, waters or project works of Reclamation for which the Consentee has the responsibility for care, operation and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Consentee shall comply with all applicable Federal, State, and local law and regulations and Reclamation instructions, policies, directives, and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in lands, waters, structures, facilities, resources and project works of Reclamation.

(c) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§9601-9675, as supplemented and amended, and the regulations promulgated pursuant to that Act.

(d) The Consentee shall initiate emergency measures to protect health and safety and the environment, if necessary, upon discovery of any event which may or does result in contamination or pollution of lands, waters or project works of Reclamation, and shall provide notice of such discovery with full details of the actions to Reclamation's Environmental Planning and Compliance Group Manager at telephone No. (928) 343-8100. Additionally, all spills regardless of size shall be reported to Reclamation's Environmental Planning and Compliance Group Manager. Such notice shall be within a reasonable time period but not to exceed twenty-four (24) hours from the time of discovery if it is an emergency, and the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of this Article, upon which the Consentee does not take immediate corrective action, may, as determined by Reclamation, constitute grounds for termination of this Consent and shall make the Consentee liable for the cost of full and complete remediation and/or restoration of any lands, waters, structures, facilities, resources, and project works of Reclamation that are adversely affected as a result of the violation.

(f) The Consentee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or thirdparty contract it may enter into pursuant to this Consent.

(g) Reclamation agrees to provide information necessary for the Consentee using reasonable diligence to comply with the provisions of this Article.

21. PESTICIDE CONTROL: In use of the Premises:

(a) The Consentee shall not permit the use of any pesticides on Federal lands, waters, structures, facilities, resources, or project works of Reclamation without prior written authorization from Reclamation. The Consentee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days prior to pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directions and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements, and furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Consentee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Reclamation and District with full details of the actions taken. Reporting must be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation.

(g) The Consentee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this Consent.

22. NONDISCRIMINATION: The Consentee herby agrees as follows:

(a) To comply with Title VI of the Civil Rights Act of 1964, § 601, Pub. L. No. 88-352, 78 Stat. 241, as supplemented and amended, which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17 (2016). For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.202(h) (2016).

(b) To comply with the Rehabilitation Act of 1973, § 504, Pub. L. No. 93-112, 87 Stat. 355, as supplemented and amended, which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance. For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.12(e) (2016).

(c) To comply with the Age Discrimination Act of 1975, as supplemented and amended, 42 U.S.C. §§ 6101-6107, and the general age discrimination regulations at 45 CFR § 90 (2016) which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17 (2016). For purposes of this subpart, "Federal financial assistance" shall have the meaning prescribed to it by 43 CFR § 17.303(h) (2016).

(d) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participates receiving Federal financial assistance hereunder, to comply with the requirements of these provisions.

23. NOTICES:

(a) Any notice, demand, authorization, or request required to be made or given herein shall be served via hand delivery, with signed receipt of acceptance, or by certified mail addressed to the respective addresses given herein and the hand delivery or mailing of any such notice properly enclosed, addressed, stamped and certified, shall be considered service.

(b) Any notice, demand, authorization, or request required by this Consent to be made or given to or upon Reclamation shall be deemed properly given or made if delivered or mailed postage-prepaid, to the Area Manager, Yuma Area Office, Bureau of Reclamation, 7301 Calle Agua Salada, Yuma, Arizona 85364.

(c) Any notice, demand, authorization, or request required by this Consent to be made or given to or upon the Association shall be deemed properly given or made if delivered or mailed postage-prepaid, to Yuma County Water Users' Association, P.O. Box 5775, Yuma, Arizona 85366

(d) Any notice, demand or request required or authorized by this Consent to be given or made to or upon the Consentee shall be deemed properly given or made if delivered or mailed postage-prepaid, to the City of San Luis, P.O. Box 1170, San Luis, AZ 85365.

(e) The designation of the person to or upon whom any notice, demand, authorization, or request is to be given or made, or the address of such person may be changed at any time by notice given in the same manner as provided in this Article for other notices.

24. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or Resident Commissioner, and no officer, agent or employee of the Department of the Interior, shall be admitted to any share or part of this Consent or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or contractor for its general benefit.

25. COVENANT AGAINST CONTINGENT FEES: The Consentee warrants that no person or agency has been employed or retained to solicit or secure this Consent upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Consentee for the purpose of securing business. For breach or violation of this warranty, the United States and/or Reclamation shall have the right to annul this Consent without liability or in its discretion to require the Consentee to pay, in addition to the right-of-use consideration, if any, the full amount of such commission, percentage, brokerage or contingent fee.

26. ILLEGAL USE: Any activity deemed to be illegal on Reclamation lands, waters, project works, or facilities, shall be cause for immediate termination of this Consent.

27. EFFECT OF CONSENT: This Consent sets forth the intention of the parties as to the purposes set forth herein and Reclamation makes no other claim or warranty, expressed or implied, as to the extent or validity.

28. NO WARRANTY: Reclamation makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

29. FURTHER ASSURANCES: The parties hereto shall execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Consent.

30. ARTICLE HEADINGS: The Article headings in this Consent are included only for convenience and reference and the parties intend that they shall be disregarded in interpreting this Consent.

31. EXHIBITS: Except as otherwise provided herein, all exhibits attached to this Consent are incorporated into this Consent by reference herein and made a part hereof.

32. SUCCESSORS AND ASSIGNS: This Consent is personal, revocable, and nontransferable and except as otherwise provided herein, shall not be construed as granting to the Consentee any permanent right, title, or interest in the Premises, facilities, or projects works of Reclamation. This Consent shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto; provided, however, that no assignment or transfer of any of the rights of the Consentee hereunder shall be made without the prior written consent of Reclamation.

33. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

IN WITNESS WHEREOF, this Consent is given as of the date and year first-above written.

THE UNITED STATES OF AMERICA

By: Christopher M. Wallis

Christopher M. Wallis, Chief
Resource Management Office
Yuma Area Office
Interior Region 8: Lower Colorado Basin
Bureau of Reclamation

Date: 10/27/2022

ACCEPTANCE:

CITY OF SAN LUIS

By: [signature]

Title: Mayor

Date: August 25, 2022

Approved as to form
Kay Marian Macnil
City Attorney

CONCURRENCE:

YUMA COUNTY WATER USERS ASSOCIATION

By: [signature]

Title: Manager

Date: 9-20-22

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this 25th day of August, 2022, before me, Francia G. Alonso a Notary Public in and for said County and State personally appeared Gerardo Sanchez, mayor of
Name Title

City of San Luis, known to me to be the person described in the foregoing instrument, and acknowledged to me that he executed the same on behalf of the City of San Luis, in the capacity therein stated and for the purpose therein contained.

(Notary Seal) Francia G Alonso Notary Public - Arizona Yuma County Commission Number 592958 My Comm. Exp. 10/15/2024

Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Consent Agreement, Contract No. 21-07-34-L2075
Date of Document	
Number of Pages	19 and Exhibits A, B, and C
Additional Signers (other than those named in the notarial certificate)	Bureau of Reclamation Yuma County Water Users Association

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this 20 day of Sept, 2022 before me, Tamara R Stover, a Notary Public in and for said County and State personally appeared Tom W Davis (Name), Manager (Title) of Yuma County Water Users Association' (Association), known to me to be the person described in the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association in the capacity therein stated and for the purpose therein contained.

TAMARA R STOVER
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMMISSION # 567356
MY COMMISSION EXPIRES
AUGUST 01, 2023

(Notary Seal)

Tamara R Stover
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Consent Agreement, Contract No. 21-07-34-L2075
Date of Document	
Number of Pages	19 and Exhibits A, B, and C
Additional Signers (other than those named in the notarial certificate)	Bureau of Reclamation City of San Luis

TAMARA R STOVER
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMMISSION # 567358
MY COMMISSION EXPIRES
AUGUST 01, 2023

City of San Luis
Master Plan for Downtown Parks and Parking Lots

Prepared by:
James Davey and Associates, Inc.
and
Thompson Design Architects

March 2018

Registered Professional Engineer (Civil)
CERTIFICATE NO.
20902
JAMES V.
DAVEY
Date Signed 4/13/2018
ARIZONA, U.S.A.
Expires 9-30-2020

REGISTERED ARCHITECT
CERTIFICATE NO.
45040
CHRISTOPHER
THOMPSON
Date Signed 4/6/18
ARIZONA, U.S.A.
Expires 9/30/2018

City of San Luis
Master Plan for Downtown Parks and Parking Lots

Prepared by:
James Davey and Associates, Inc. and Thompson Design Architects

April 2018

The Downtown area of the City of San Luis, Arizona, has several larger properties that are under the federal land ownership. These properties include a powerline right-of-way that runs east to west across the Downtown Area between E Street and F Street and is used for a 34.5KV powerline operated and maintained by the Yuma County Water Users' Association. This powerline right-of-way along with adjacent E and F Streets is now used unofficially as a parking lot. Federal lands in Downtown San Luis also include land running from Main Street to the north and eat to Juan Sanchez Blvd. that was reserved by the United States for a future alignment of Highway 95. As there no longer is a plan to realign Highway 95, this land is now vacant except for parking uses. These federal lands are understood to be under the management of the U.S. Bureau of Reclamation and consists of over 11 acres, including some of the undeveloped E and F Street right-of ways.

To better use these federal properties in Downtown San Luis, the City hired James Davey and Associates and Thompson Design Architects to prepare a master plan for the use of the properties for park facilities and for parking lots. The master plan will be useful in obtaining federal approval for use of the lands, will provide a base line for budgeting for future capital improvements, and may also assist in applying for grants to assist in funding the projects. The park areas are to consist of a 'Main Street Park' located along the east side of Main Street from just north of C Street to E Street, and a 'West Park' area located south of the Post Office building and between Mesa Street and Archibald Street. The parking lot features are to be constructed primarily along the powerline right-of-way between Main Street and Fourth Avenue and along the old planned Highway 95 right-of-way north of F Street to Juan Sanchez Blvd. Parking and road improvements will also be provided for the West Park area. A pedestrian bridge is also proposed crossing Main Street to tie the facilities together, along with walking and bike paths throughout the area.

To be able to construct the proposed parks and parking lots, a land use contract will need to be obtained from the U.S. Bureau of Reclamation. Preliminary meetings were held with Reclamation to discuss this. In addition, permitting will be required by the Yuma County Water Users' Association to allow for use of the powerline right-of-way. Use of the powerline right-of-way will also require design coordination with the Water Users' to ensure no conflicts with their power line and if conflicts exist between the power line and the planned facilities, relocation of power poles may be necessary.

The total cost for constructing the park facilities and the parking lots is estimated at $6,566,000. The parks and parking lots are described in the following sections. A detailed cost estimate is included at the end of this report.

Parks

Four new developed park areas are proposed in this master plan concept. These park areas are linked by walking pathways and the pedestrian bridge to create one singular urban park in the downtown San Luis area. The parks consist of passive amenities such as:

- Covered Ramadas – Different sizes and shapes are proposed to fit different needs
- Bench Areas
- Recreational Play Field Areas
- Walking Paths – Serve to connect new proposed parking areas
- Street Crossings - Serve to link park areas across roadways
- Trees and Landscaping include shrubbery and grass areas

The parks also consist of active amenities such as:

- Splash Park – Consists of fountains and play pools
- Concert Pavillion – A raised covered stage area for performances and public gatherings
- Vendor Kiosks – Fixed kiosks may be rented to vendors during large Concert Pavillion events
- Restroom Facilities
- San Luis Police Department Substation to be used during large events
- Power and area lighting throughout the park areas

It is proposed that during large events the curve where D Street meets Main Street could be closed to vehicular traffic making the connecting parks a completely pedestrian venue crossing the roadway.

A raised pedestrian bridge connects the park areas across Main Street. The pedestrian bridge is proposed to also serve as an iconic welcoming element into the Downtown area.

Parking Lots

Following the Park exhibits are five exhibits showing the planned parking lot facilities. Altogether, if all planned parking lots are constructed, some 475 parking spaces will be created.

The parking lots are broken down into a central parking area, between Main Street and 1st Avenue, east parking areas between 1st Avenue and 4th Avenue, and an area of parking on roadway improvements around the West Park.

Common design elements for all parking lots include typical 10' x 20' parking spaces, handicap parking spaces as required, 24' drive aisle, multiple points of access for all parking lots to help ensure good traffic circulation, perimeter fencing to help provide security, and landscaped traffic islands and storm water retention areas. Parking lots will be paved with asphalt pavement and perimeter curbs will be provided to control traffic flows. Street lights will be provided throughout the parking lots.

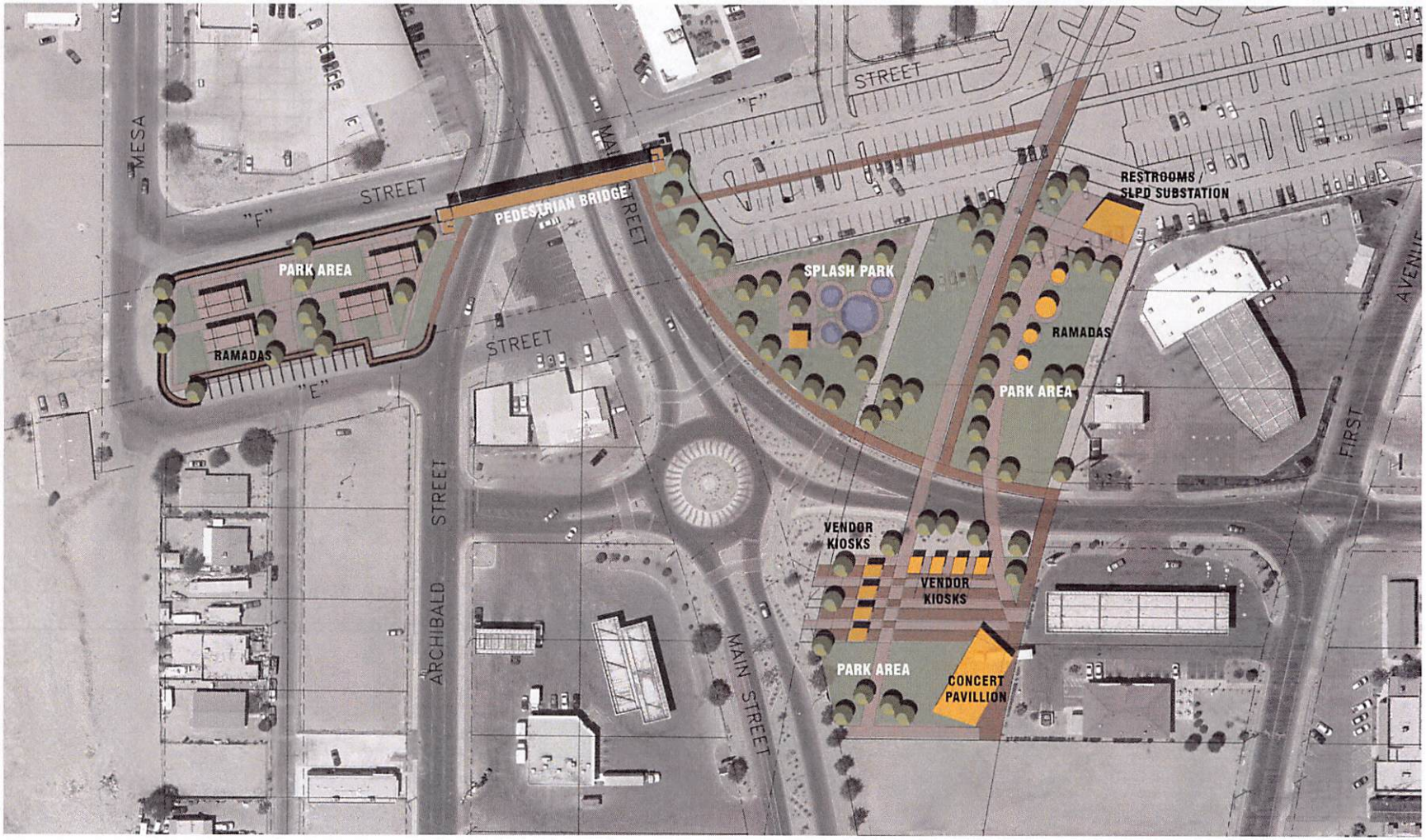
Central Parking Lot. For the central parking lot area, that area between Main Street and 1st Avenue and extending north to Juan Sanchez Blvd., two main were prepared. In the northeast corner of this area the Sunset Community Health Center is located and they have approached the City about using a portion of the available property for private parking. Therefore, one alternative makes full use of all available property with about 299 parking spaces provided, and one alternative leaves development of the area adjacent to Sunset Community Health Center for development by them.

The central parking lot area will also include a 12' walking path and a 10' bicycle path connecting the Main Street park to Juan Sanchez Blvd. and the parks and schools to the north of it, and an 8' wide walking path connecting 1st Avenue to Main Street and the pedestrian bridge to the West Park area.

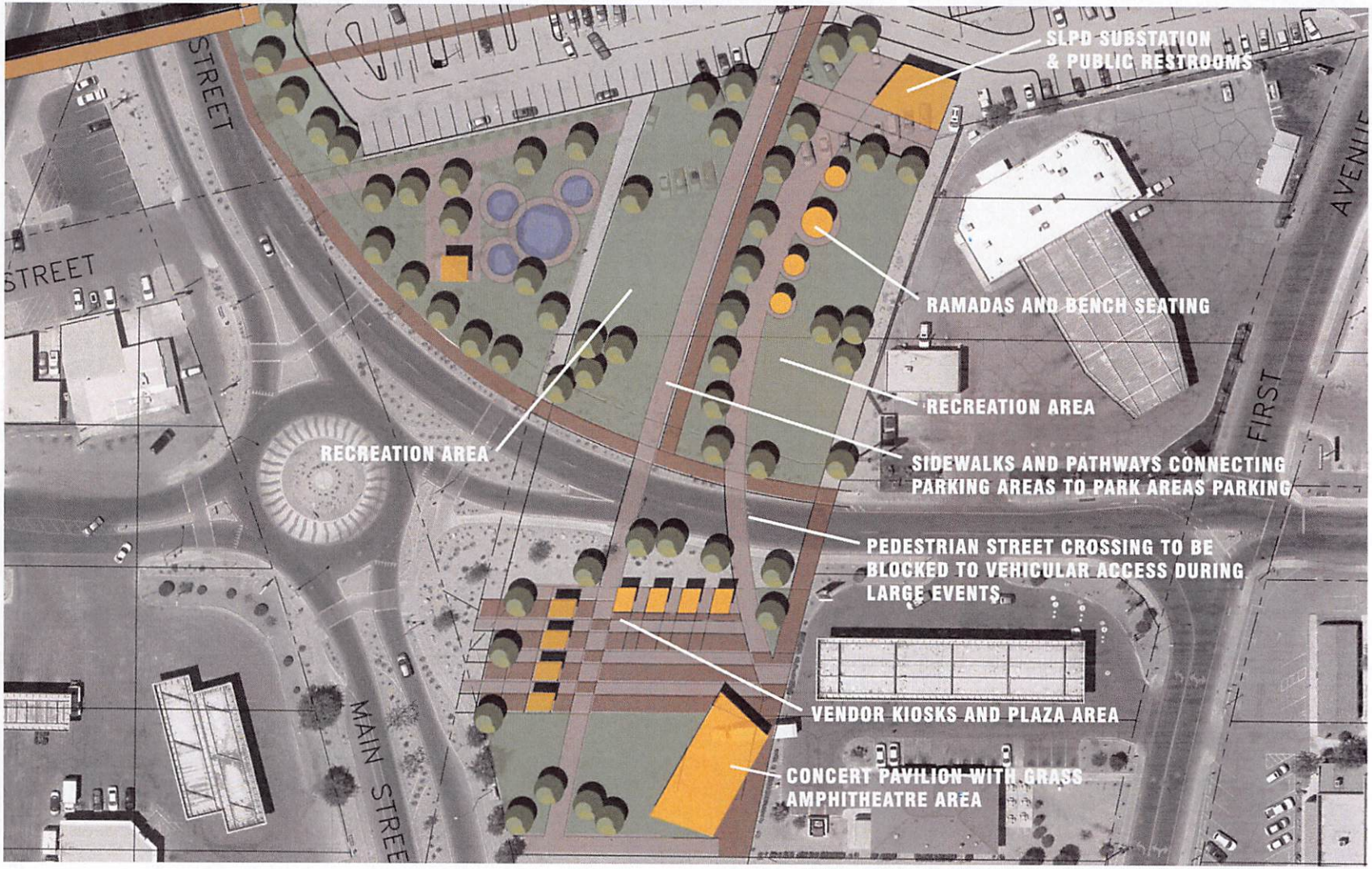
East Park Lots. The east parking lots consists of two similar parking lots, one between 1st Avenue and 3rd Avenue (Caesar Chavez Street) and one between there and 4th Avenue. The parking lots are planned for about 82 and 80 parking spaces, respectively. The parking lot property between Caesar Chavez Street and Fourth Avenue may also be partially used for a storm water retention basin and if so that will reduce the number of potential parking spaces.

The east parking lots are also planned to include bus lanes along E Street. The bus lanes will serve as staging areas and pickup and drop off areas for buses transporting workers to and from agricultural fields.

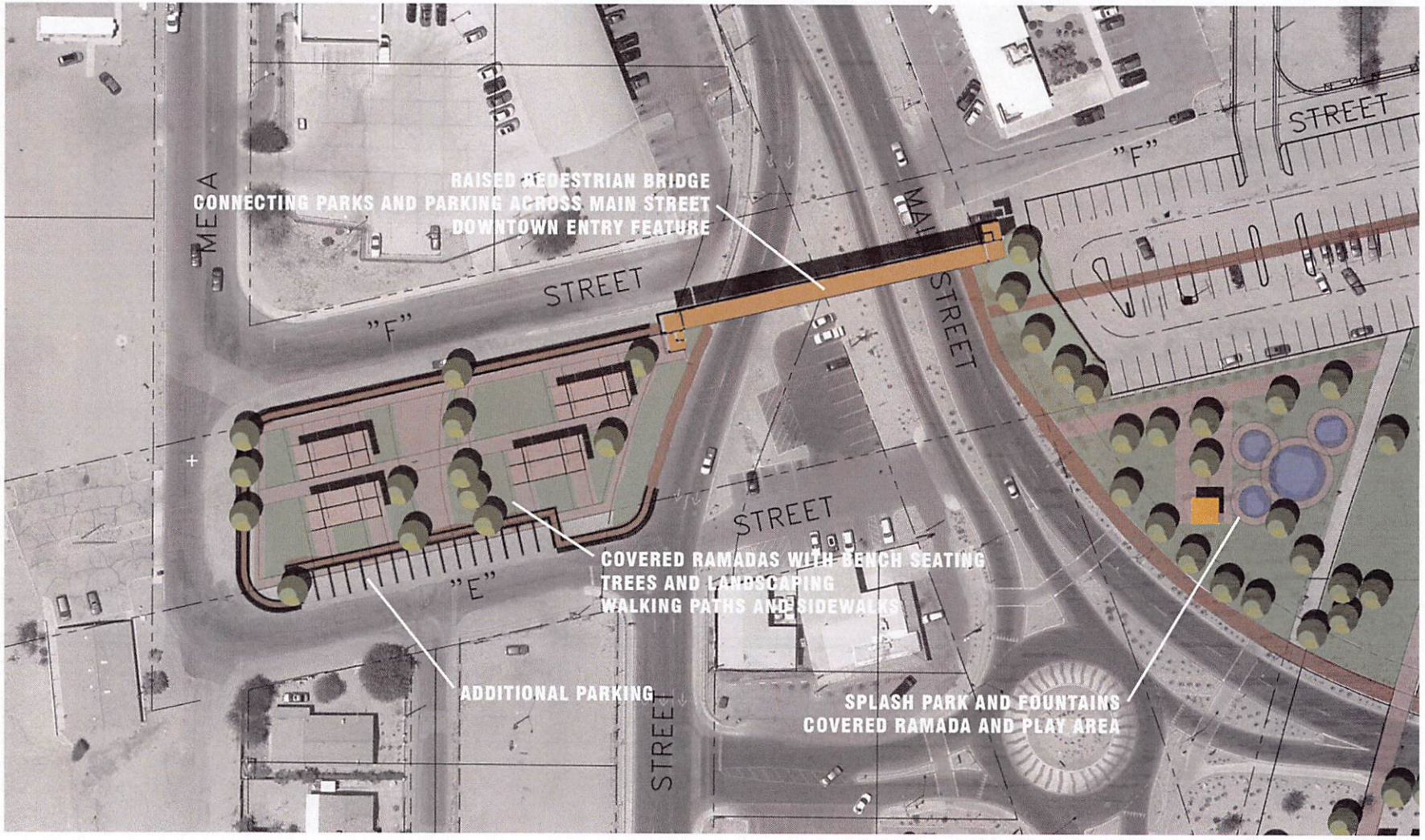
West Park Area Roadway and Parking Improvements. For the development of the park south of the Post Office, the adjacent streets will need to be further improved and some parking spaces provided. As only the north side of F Street is currently fully improved adjacent to the park area, roadway improvements are shown on the exhibits to include improving Mesa Street, E Street and F Street as 40' wide roadways with curb and gutter and sidewalks. In addition, some 16 parking spaces are planned along E Street for users of the park.



SAN LUIS URBAN PARK - CONCEPT PLAN - JAMES DAVEY & ASSOC. / THOMPSON DESIGN ARCHITECTS

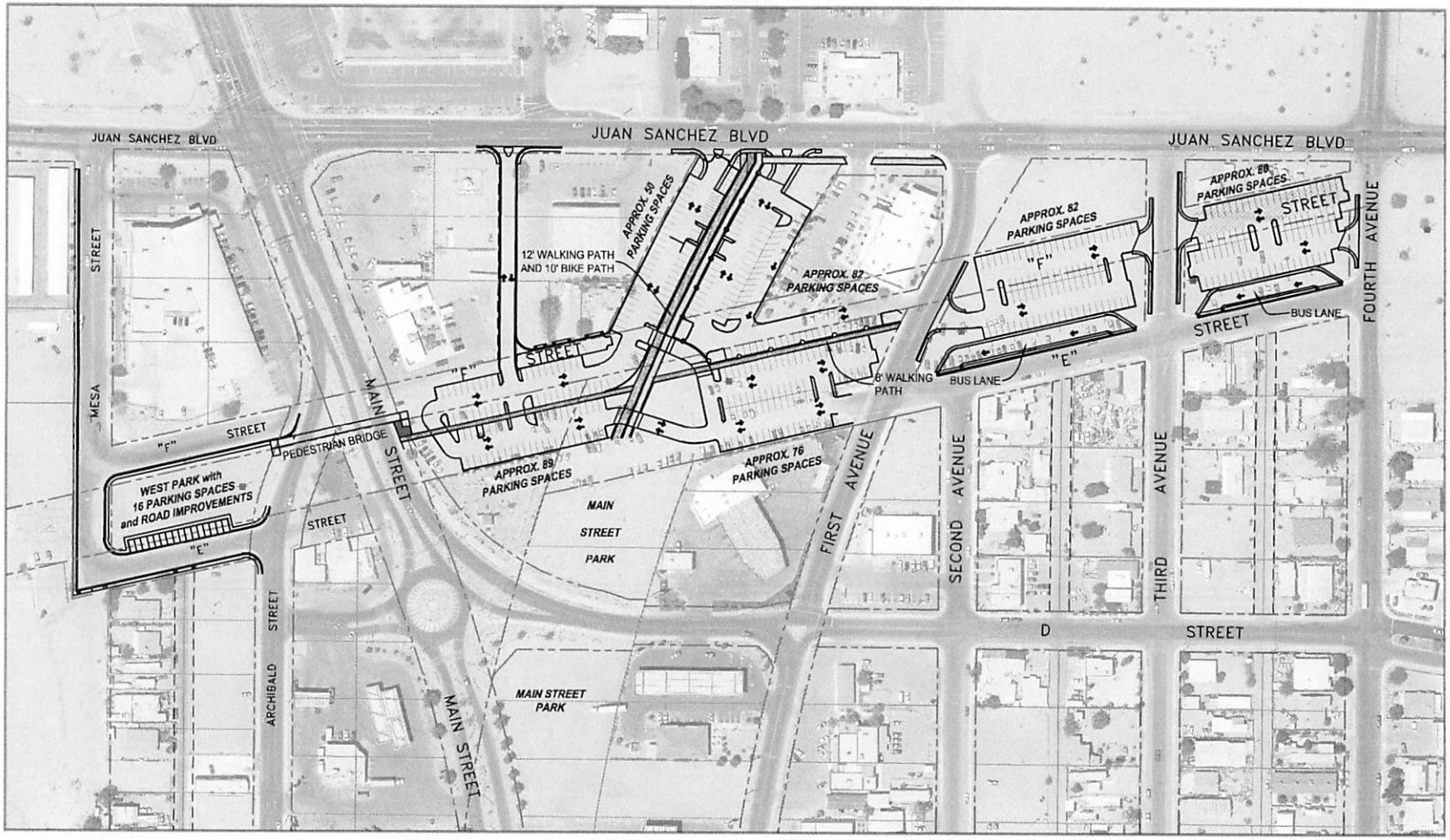


SAN LUIS URBAN PARK - CONCEPT PLAN - JAMES DAVEY & ASSOC. / THOMPSON DESIGN ARCHITECTS



SAN LUIS URBAN PARK - CONCEPT PLAN - JAMES DAVEY & ASSOC. / THOMPSON DESIGN ARCHITECTS

CITY OF SAN LUIS - DOWNTOWN PARKING MASTER PLAN
OVERVIEW
APPROXIMATELY 475 PLANNED PARKING SPACES



CITY OF SAN LUIS - DOWNTOWN PARKING MASTER PLAN
CENTRAL PARKING AREAS - ALTERNATIVE 1
(EXCLUDING PROPERTY ADJACENT TO SUNSET COMMUNITY HEALTH CENTER)

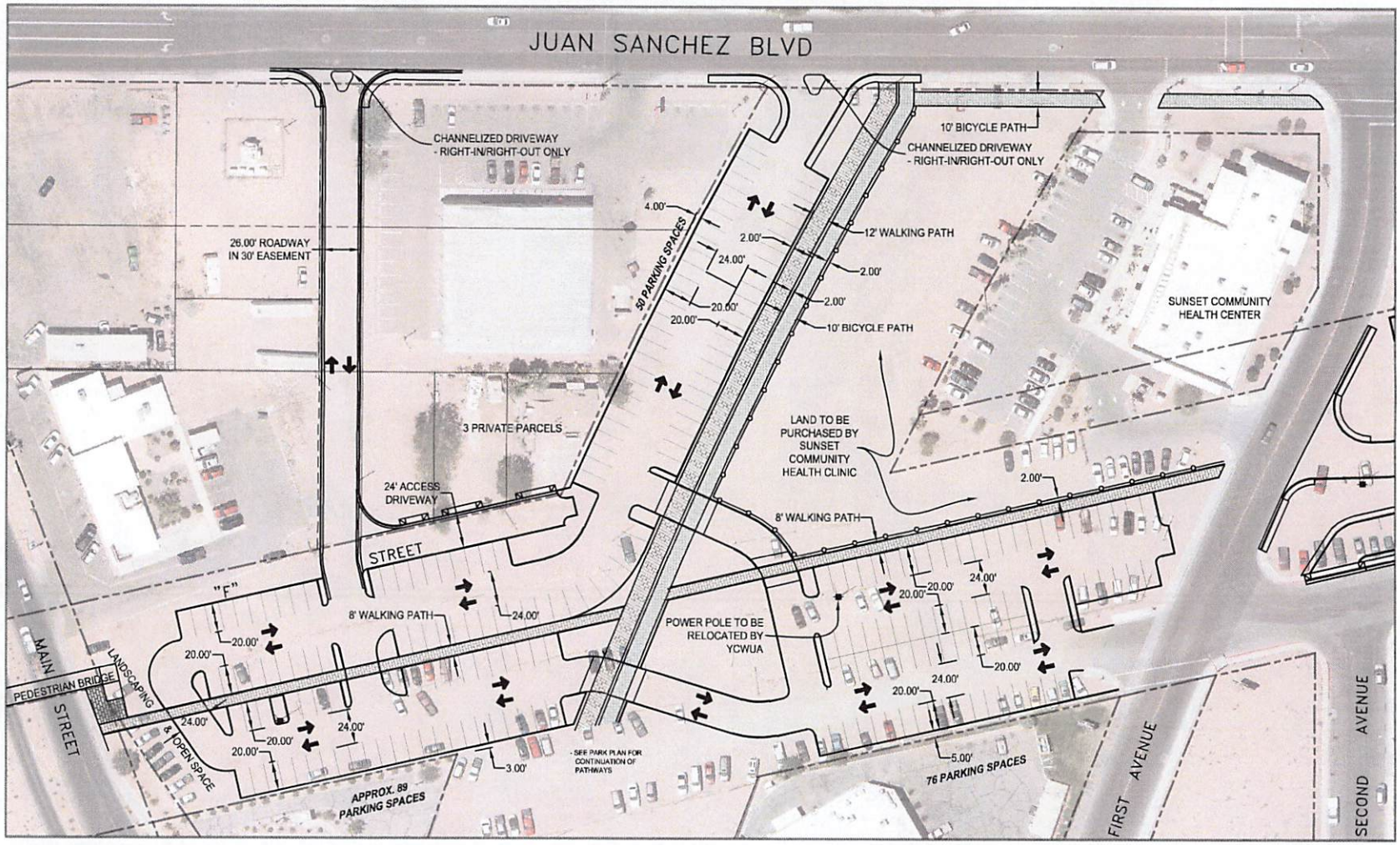


Exhibit A
21-07-34-L2075
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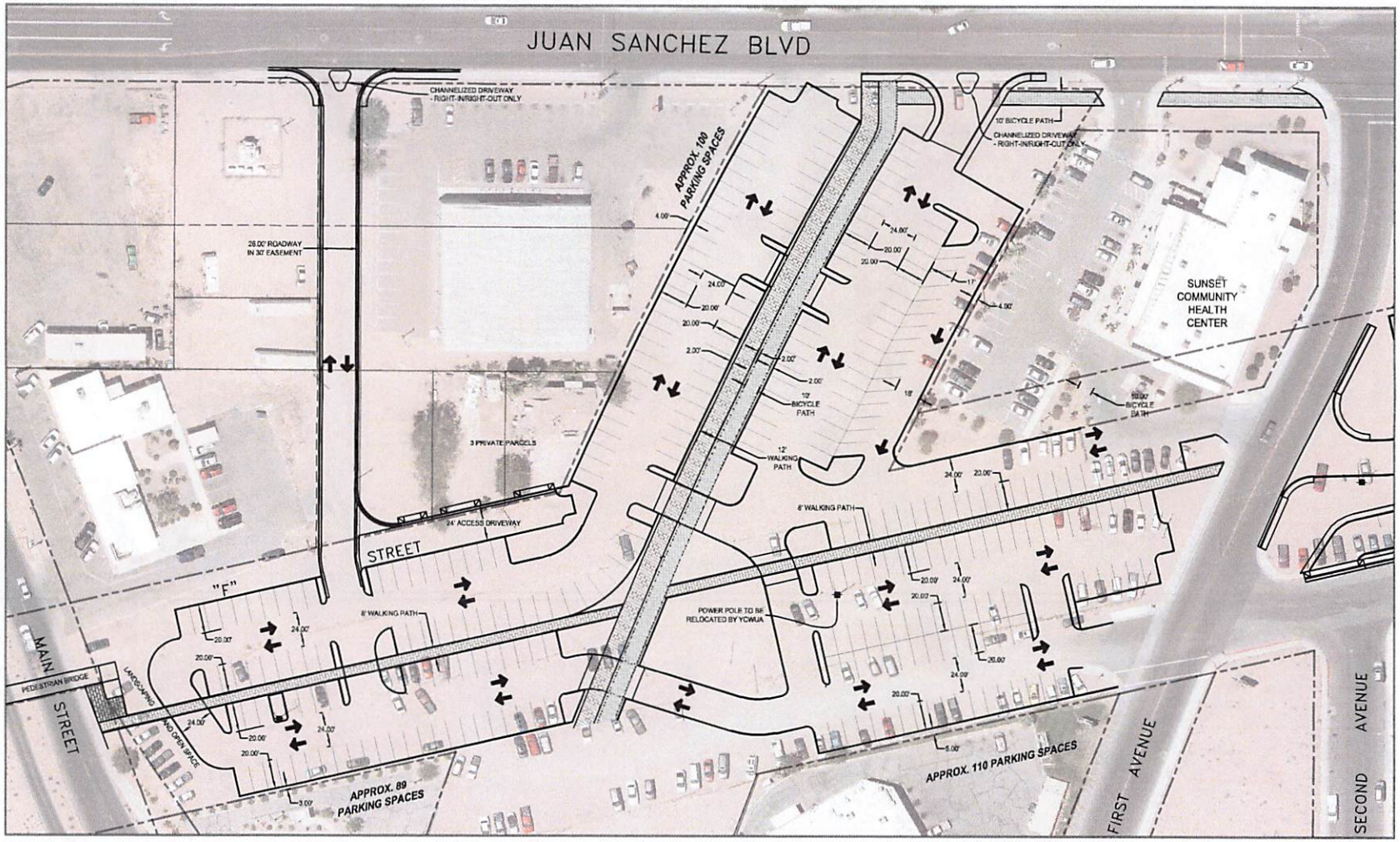
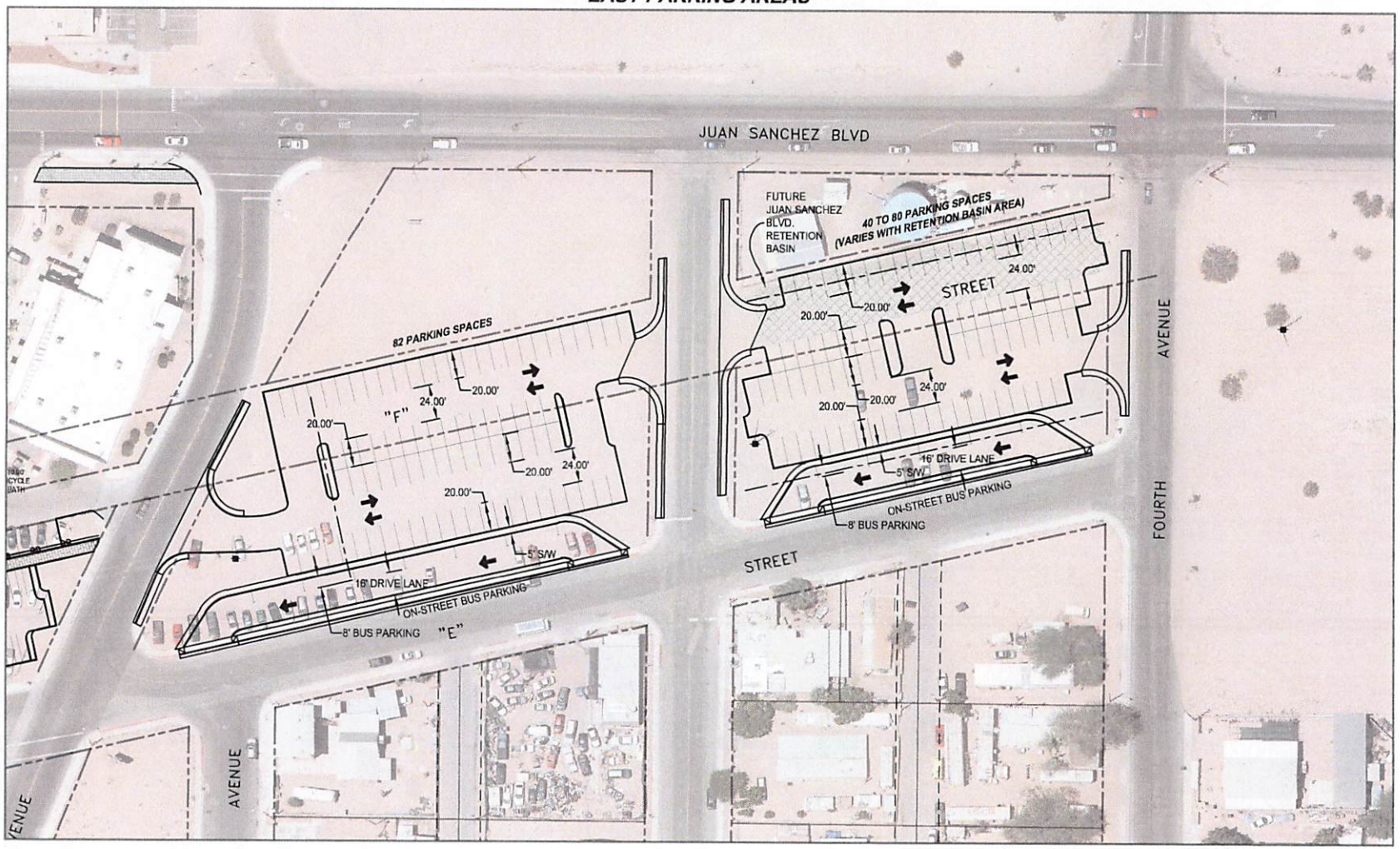
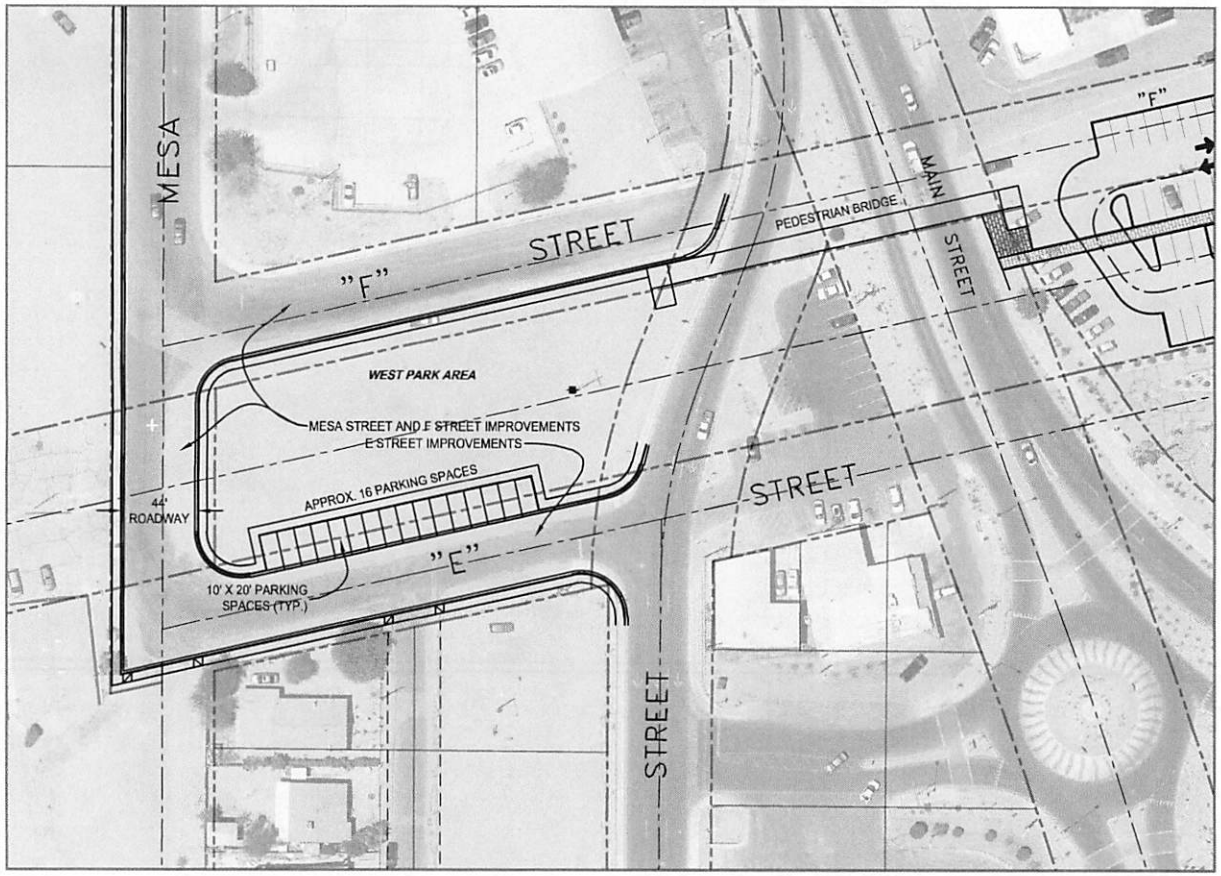
CITY OF SAN LUIS - DOWNTOWN PARKING MASTER PLAN
CENTRAL PARKING AREAS - ALTERNATIVE 2
(FULL USE OF U.S.A. PROPERTY)



CITY OF SAN LUIS - DOWNTOWN PARKING MASTER PLAN
EAST PARKING AREAS



CITY OF SAN LUIS - DOWNTOWN PARKING MASTER PLAN
WEST PARKING AND ROADWAY IMPROVEMENTS



City of San Luis
Master Plan for Downtown Parks and Parking Lots
Conceptual Construction Cost Estimate

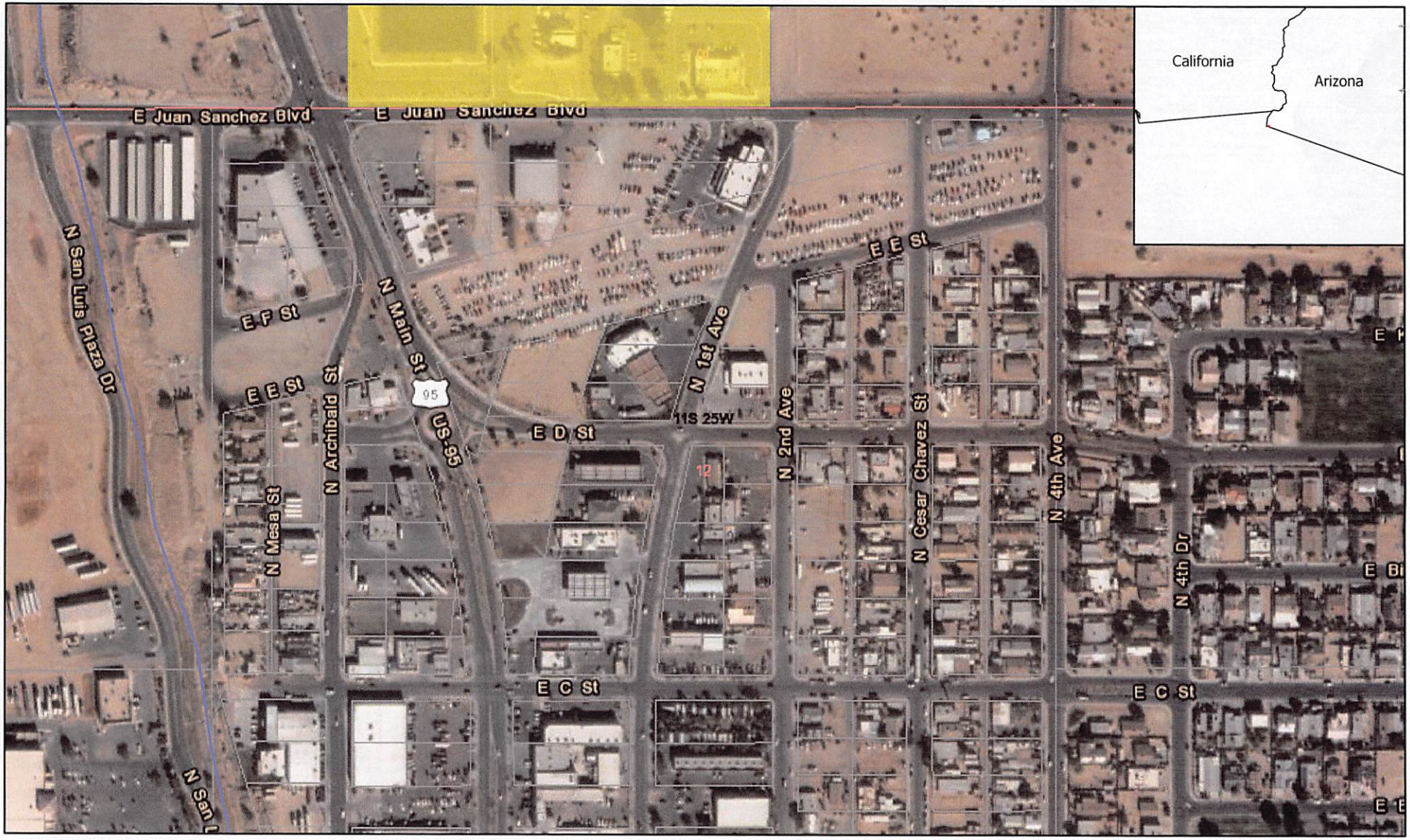
March 2018

Item No.	Description	Unit	Quantity	Unit Price	Subtotal
PARKING LOTS					
Central Parking Lot					
1	Site Grading	SY	38000	$3	$114,000
2	Asphalt Pavement (2-1/2" AC/6" ABC)	SY	15300	$25.00	$382,500
3	Vertical Curb & Gutter	LF	1100	$14.00	$15,400
	Single Curb	LF	4020	$10.00	$40,200
4	Sidewalks	SF	1500	$4.00	$6,000
5	12' Walking Path	LF	500	$48.00	$24,000
6	10' Bicycle Path	LF	730	$40.00	$29,200
7	8' Walking Path	LF	800	$32.00	$25,600
8	Signing and Striping	LS	1	$12,000.00	$12,000
9	Site Work and Landscaping	LS	1	$60,000.00	$60,000
10	Street Lights	EA	48	$4,000	$192,000
11	Fencing	LF	2500	$60.00	$150,000
				Subtotal	*$1,050,900*
				Contingency at 30%	*$315,000*
				Total Cost for Central Parking Lot	*$1,365,900*
East Parking Lots					
1	Site Grading	SY	11000	$3	$33,000
2	Asphalt Pavement (2-1/2" AC/6" ABC)	SY	6800	$25.00	$170,000
3	Vertical Curb & Gutter	LF	1370	$14.00	$19,180
	Single Curb	LF	1730	$10.00	$17,300
4	Sidewalks	SF	6850	$4.00	$27,400
8	Signing and Striping	LS	1	$7,000.00	$7,000
9	Site Work and Landscaping	LS	1	$30,000.00	$30,000
10	Street Lights	EA	21	$4,000	$84,000
11	Fencing	LF	1446	$60.00	$86,760
				Subtotal	*$474,640*
				Contingency at 30%	*$142,000*
				Total Cost for East Parking Lots	*$616,600*

West Roadway Improvements and Parking					
1	Site Grading	SY	4000	$3.00	$12,000
2	Asphalt Pavement (3" AC/8" ABC)	SY	2700	$29.00	$78,300
3	Vertical Curb and Gutter	LF	1050	$14.00	$14,700
4	Sidewalks	SF	5250	$4.00	$21,000
5	Cross Gutter	SF	1300	$7.00	$9,100
6	Signing and Striping	LS	1	$2,000.00	$2,000
7	Street Lights	EA	8	$4,000	$32,000
				Subtotal	*$169,100*
				Contingency at 30%	*$51,000*
				Total Cost for West Roadway Improvements and Parking	*$220,100*
PARKS					
West Park (between Archibald and Mesa Streets)					
1	Site Work and Landscaping	LS	1	$100,000	$100,000
2	Ramadas	EA	4	$30,000	$120,000
East Park (between Main St. and 1st Ave., north and south of D Street)					
1	Site Work and Landscaping	LS	1	$250,000	$350,000
2	Splash Park	LS	1	$175,000	$200,000
3	Restrooms/Police Substation	SF	1500	$200	$300,000
4	Ramadas	EA	5	$30,000	$150,000
5	Vendor Kiosks	EA	8	$30,000	$240,000
6	Concert Pavillion	SF	3500	$150	$525,000
Pedestrian Bridge					
1	Pedestrian Bridge	LS	1	$675,000	$675,000
				Subtotal	*$2,660,000*
				Contingency at 30%	*$798,000*
				Total Cost for Parks and Pedestrian Bridge	*$3,458,000*
				Subtotal - Construction Cost - Parking Lots and Roadway Improvements	**$5,660,600**
				Design Services at 8%	$452,800
				Construction Administration at 8%	$452,800
				Total Cost Estimate - Parking Lots and Roadway Improvements	***$6,566,200***

BUREAU OF RECLAMATION

21-07-34-L2075 Aerial Map



Legend

- Canal
- inactive
- Withdrawals Lands_LCB Region 8
- Area Office Boundaries

PLSS National (BLM, CadNSDI)

- PLSS Intersected
- PLSS Section
- PLSS Township

BLM_Natl_PLSS_CadNSDI_1646

- PLSS Intersected
- PLSS Section
- PLSS Township

0 0.07 0.15 mi

N

DISCLAIMER: This map and data are provided as-is and are intended for general reference only. None of the parties involved in preparing the map or data contained herein warrant or represent the data to be complete and accurate.

Date: 9/22/2021

Exhibit B
21-07-34-L2075

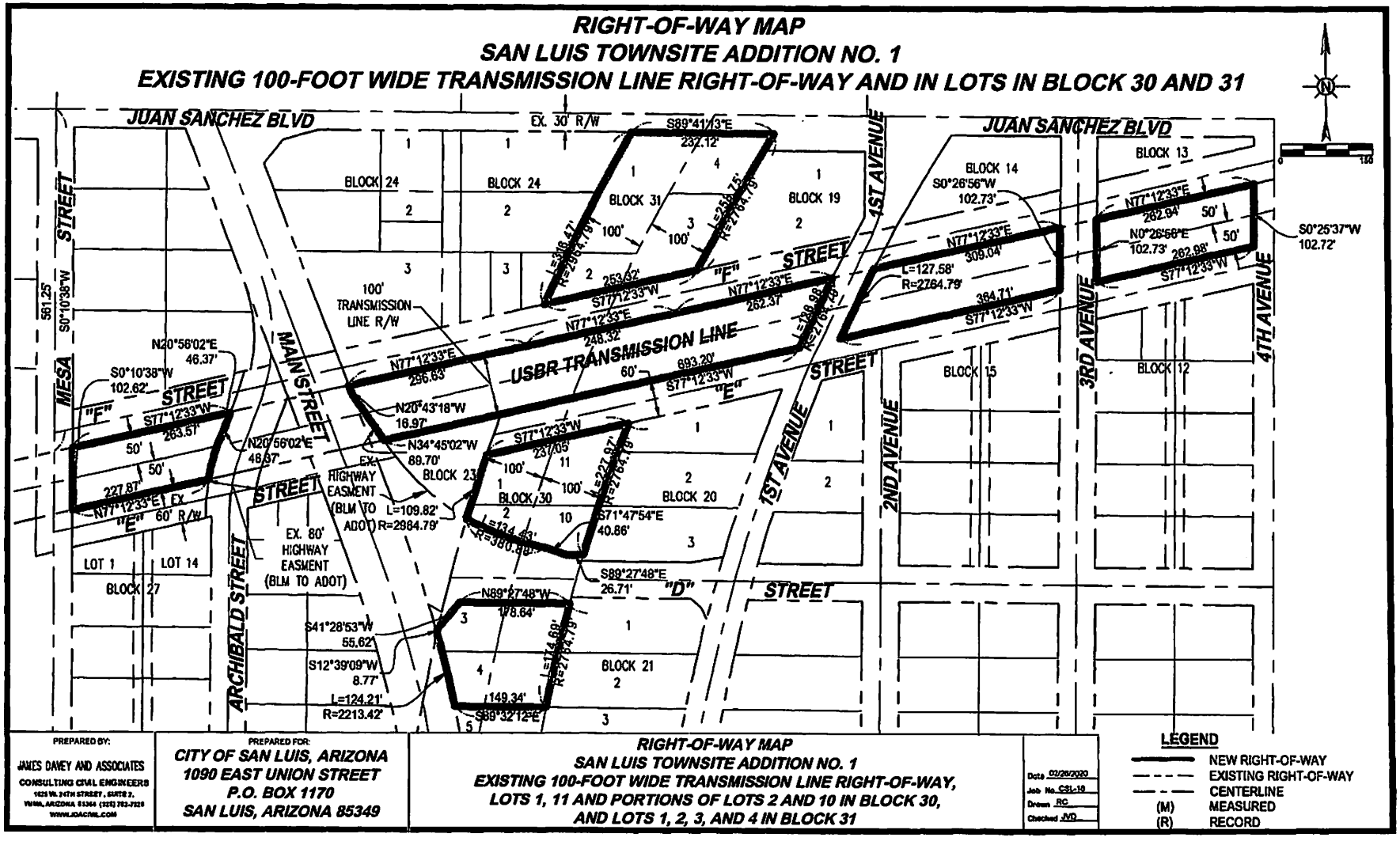


Exhibit B
21-07-34-L2075
Page 2 of 2

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Engineering and O&M Guidelines for Crossings

Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)

Acronyms and Abbreviations

AASHTO	American Association of State Highway and Transportation Official
AOE	authorized operating entity
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CPS	cathodic protection system
DOT	Department of Transportation
HDD	horizontal directional drilling
kV	kilovolt(s)
MERL	Materials Engineering and Research Laboratory
O&M	operations and maintenance
Reclamation	Bureau of Reclamation
ROW	right-of-way
WB-67	67-foot wheelbase

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Appendix A General Requirements for Installing Bored and Jacked Pipe Undercrossings

Appendix B Guidelines – Removal of Trees and Other Vegetative Growth from Earth Dams, Dikes, and Conveyance Features (Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines*)

1.0 PURPOSE

These are general guidelines for Bureau of Reclamation (Reclamation) offices to follow when reviewing the engineering and operations and maintenance (O&M) factors in outside entity requests for authorization to cross (encroach upon) Reclamation lands that contain project features such as levees, canals, pipelines, or other water conveyance facilities owned or administered by Reclamation. These guidelines include a general overview of the permitting process administered by Reclamation Lands Groups for allowing a particular use on lands where Reclamation holds a fee or an easement right-of-way interest. These engineering and construction recommendations are minimum guidelines for engineers to use in reviewing and evaluating these portions of the applications.

2.0 GENERAL PERMIT INFORMATION

Applicants requesting to cross any Reclamation land, facility, or water body must obtain a written land use authorization from Reclamation. Requirements for obtaining a use authorization to cross Reclamation project land and water surfaces are in the Code of Federal Regulations (CFR) at 43 CFR 429 and Reclamation Manual LND 08-01. The applicant must complete the *Standard Form (SF) 299*, "**Application for Transportation and Utility Systems and Facilities on Federal Lands**," or similar forms in use at the local Reclamation office. The form can be obtained by contacting the involved Reclamation office, or it can be accessed electronically at Reclamation's Web site at: <http://www.usbr.gov/pmts/lands>.

Applicants can contact their local Reclamation office to discuss their proposed use before filing an application for a use authorization.

3.0 ENGINEERING AND O&M REVIEW CONSIDERATIONS

3.1 Introduction

Technical review of the crossing evaluates impacts on any existing Reclamation facility and **does not determine the adequacy of the crossing design for the applicant's intended purpose.**

The use authorization or consent document specifies criteria which, if followed, would not be deemed unreasonable interference. These review guidelines are strictly limited to those criteria which:

- Protect Reclamation's facility and/or appurtenant facility from damage
- Ensure unrestricted flow and quality of water in Reclamation's facility
- Do not diminish the ability to perform O&M of Reclamation's facility, including access
- Prevent any burden of liability

These guidelines are provided as recommendations that apply to most Reclamation facilities. Each Reclamation office and/or authorized operating entity (AOE) should apply these guidelines using **sound engineering judgment** that best applies to their facilities and existing conditions. Additional Reclamation guidelines for specific locations (e.g., Central Arizona Project Reach 11 Basin Guidelines) may also apply and may be provided to applicants when necessary. These guidelines are minimums, and local conditions may be more stringent depending on the direct impacts to facilities and lands. AOEs may have additional requirements.

Uses that may be deemed reasonable within Reclamation pipeline easements include greenbelts, asphalt roadways, flexible pavement parking lots, transverse curbs and gutters, and sidewalks. Canals and pipelines may have overhead power and telephone lines (but not their supporting poles), transverse fences with gated openings (no walls), and similar surface and overhead structures.

3.2 General

The following individual items should be addressed by the applicant and evaluated by Reclamation and/or AOE as they may affect the Reclamation facility's engineering and O&M aspects. If unusual conditions are proposed for the encroaching structure or unusual field conditions within a Reclamation facility right-of-way (ROW) are encountered, Reclamation reserves the right to impose more stringent criteria than prescribed in these guidelines.

1. Structures that should not be constructed on Reclamation pipeline or canal ROW (whether fee owned or easement) include foundations, buildings, garages, carports, trailers, street light standards, supports for large signs, walls, longitudinal fences (except security/safety fences), power or telephone poles, and similar surface structures.

2. Prior to construction, a joint inspection should be conducted and the condition of existing facilities documented. Reclamation's ROW should be restored to pre-existing conditions following completion of work.

3. When applications are requesting public use of trails and maintenance roads adjacent to or crossing Reclamation canals, these facilities should be fenced for safety to separate them from open canal water, except when Reclamation's ROW is used as a greenbelt and the applicant accepts legal hazard responsibility. Trails and maintenance roads should be fenced on an as-needed basis whenever such fencing is warranted for public safety, restricted access, security, etc. If a fence is allowed within Reclamation's ROW, Reclamation should approve the fence materials. Any gates allowed within Reclamation's ROW should be at least 16 feet wide. Reclamation will be provided with full access through any fences or gates.

4. Prior to construction of any structure that encroaches within a Reclamation pipeline or canal ROW, a "pothole excavation" should be made to determine the locations of any existing Reclamation and non-Reclamation facilities and their appurtenant features that may be affected. Potholing is the practice of digging test holes to expose underground utilities to determine the horizontal and vertical location of the utility.

   All work within 18 inches of the facility should be done using hand-held tools only. The excavation should be made by or in the presence of Reclamation and/or AOE personnel. The presence of a Reclamation and/or AOE inspector may be required throughout the excavation process, but this presence in no way relieves the applicant or their contractor of responsibility.

   The resultant elevation information should be delineated on the profile view and labeled as:

   POTHOLED ELEVATION XX.X
   Surface Elevation XX.X

   The pothole excavation should be filled in, or a safety fence installed, prior to departing the site each day.

5. If Reclamation facilities need to be modified to avoid adverse impacts from the applicant's crossing facility, the applicant should be responsible for the cost of such modifications.

6. A temporary permit may be required for visual inspections, ground and aerial surveys,[1] or potholing that requires physical entrance onto a Reclamation facility. **A use authorization or consent document issued by Reclamation and/or AOE should be obtained prior to entering or crossing Reclamation's ROW for any activity.**

7. Applications should include a project description, calculations, specifications, and detailed construction plans showing plan views, profiles and sections, and grading plans of proposed work within or adjacent to Reclamation's ROW. Plans should show an easily recognizable boundary (tied to a known corner) and Reclamation's ROW and Reclamation stationing or mile post designation.

   All Reclamation facilities should be shown and labeled (e.g., "Centerline of xx-inch Reclamation Pipeline," "Reclamation Communication and Control Cable," etc.) The type and weight of the construction equipment crossing Reclamation pipelines, roads, and bridges as well as the crossing locations should be included. Additional information, as identified in following individual specific feature sections of these guidelines, should also be included with the application for review.

   Any engineering or land survey drawing should contain the appropriate registered engineer's or land surveyor's stamp and signature. A construction schedule outlining the anticipated duration of the construction should be submitted. A minimum of two[2] copies of the application (including calculations, specifications, and plans) should be submitted to Reclamation and/or AOE for review and approval.

8. For crossings of all Reclamation facilities, Reclamation and/or AOE personnel familiar with the facilities (including cathodic protection systems) will obtain and provide copies of existing files showing information about existing buried facilities (center of pipeline, depth of cover, size of pipe, class of pipe, etc.) to the applicant.

9. Existing Reclamation facilities (e.g., canal lining, canal check structure, turnout structure, etc.) and appurtenances (e.g., existing blow-offs, air valves, vents, manholes, and/or cathodic protection test stations) and existing non-Reclamation facilities on Reclamation's ROW (e.g., petroleum pipelines, natural gas pipelines, communications lines, powerlines, water lines, sewer lines, storm drain lines, etc.) **should be protected** in place prior to and during construction.

[1] Aerial surveys require placing on-the-ground survey control markers.
[2] Revise per local Reclamation office and/or AOE practice.

The applicant and/or their contractor may be liable for all damages to Reclamation facilities and appurtenances as a result of construction and for any other damages or losses suffered by Reclamation or its water contractors, including power, irrigation, municipal and industrial water supply, and communication losses.

10. Trench excavation should comply with the most current Occupational Safety and Health Administration standards or Reclamation Health and Safety Standards, whichever are more stringent. Trench backfill should be placed in 4- to 6-inch lifts if hand compacted or no more than 8-inch lifts if power compacted. Trench backfill within Reclamation's ROW should be compacted to 95 percent relative compaction (ASTM D 698, Standard Proctor) (or 90 percent of ASTM D 1557). Mechanical compaction using heavy equipment (greater than 2,000 pounds) should not be used within 18 inches of the Reclamation pipeline. Flowable fill (or controlled low strength material) should be substituted for compacted pipe embedment under canals and may be used when crossing pipelines.

11. Erosion control measures, including re-vegetation, should be implemented after completing construction.

12. If existing drainage features are to be modified during construction, detailed drawings showing the proposed drainage replacement/ restoration should be submitted with the application for review and approval. The applicant is responsible for the care and handling of storm water runoff both during and after construction.

13. The applicant should not divert surface runoff[3] toward Reclamation canal or canal embankments. The 100-year storm[4] surface runoff should use detention basins outside of Reclamation's ROW. Lined drainage channels should be designed to transfer flow from the detention basins to the existing cross drainage facilities that drained the original area. Also refer to "4.4 Storm Water Cross Drainage."

14. Proposed temporary or permanent modifications to the existing cover over Reclamation pipelines should be subject to review and approval by Reclamation and/or AOE. Design parameters for roadway, parking lot, and driveway crossings over the pipe should also be subject to review and approval by Reclamation and/or AOE.

[3] Subdivision or commercial development on the uphill side of canals that pave large areas and have large roof areas will greatly increase peak storm runoff—most city development requires retention basins. Applicants should provide the same retention basins that are required for similar development projects.

[4] Revise per Reclamation field office for specific canal if a higher storm frequency is required.

15. When a Reclamation pipeline system being crossed has pipe with an "A" cover pipe designation (less than 5 feet of earth), the applicant is to analyze the crossing to show "A" pipe load carrying capability exists to meet their carrying requirements or replace the "A" pipe with pipe of sufficient load carrying capability.

16. Reclamation's ongoing O&M activities should not be disrupted during construction. The primary or secondary operating road should be kept available for Reclamation and/or AOE use at all times.

17. Detectable warning tape may be required over below-ground utilities. Refer to "3.3 Detectable Warning Tape."

18. The points where the proposed utilities enter and exit Reclamation's ROW should be plainly and permanently marked by sign posts extending 5 feet above grade. Applicants should provide sign posts directly above their utilities and at all angle points within Reclamation's ROW. The distance between adjacent sign posts should not exceed 500 feet. Sign posts should contain the name of owner/operator, contents of the pipeline, utility identification, and emergency contact telephone number. Sign posts for angle points that lie within roads or canals should be offset and have a reference noted. The locations of the sign posts should be shown on the plans.

19. Following completion of work, applicants should provide as-built drawings of their facilities on Reclamation's ROW. Reclamation as-built drawings are to be updated by the appropriate Reclamation office and/or AOE to reflect the crossing. As-built drawings may be maintained by the AOE, but should remain accessible to Reclamation upon request.

3.3 Detectable Warning Tape

Detectable warning tape may be required over below-ground utilities situated within Reclamation's ROW and should be a minimum of 18 inches above the utility and between 18 and 30 inches below the ground surface. Warning tapes should conform to the following specifications:

a. For potable water lines, the warning tape should be a 3-inch-wide blue detectable tape imprinted with "**CAUTION BURIED POTABLE WATER LINE.**"

b. For nonpotable water lines, the warning tape should be a 3-inch-wide purple detectable tape imprinted with "**CAUTION BURIED NONPOTABLE WATER LINE.**"

c. For sewer and storm drain lines, the warning tape should be a 3-inch-wide green detectable tape imprinted with "**CAUTION BURIED (type) LINE.**"

d. For gas, oil, and steam chemical lines, the warning tape should be a 3-inch-wide yellow detectable tape imprinted with "**CAUTION BURIED (type) LINE.**"

e. For telecommunications, telephone, and television conduit(s), the warning tape should be a 3-inch-wide orange detectable tape imprinted with "**CAUTION BURIED (type) CONDUIT.**"

f. For electrical, street lighting, and traffic signal conduit(s), the warning tape should be a 3-inch-wide red detectable tape imprinted with "**CAUTION BURIED (type) CONDUIT.**"

4.0 SPECIFIC FEATURE REVIEW GUIDELINES

4.1 Bridges

1. New bridge crossings (vehicular, pedestrian, and utility) should be perpendicular (between 70 and 90 degrees) to the centerline of the water conveyance facility and at locations approved by Reclamation and/or the AOE. Exceptions to the policy may be considered on an individual basis.

2. Public use bridges in urban areas should be spaced no closer together than 1/3 mile (about 4 blocks or 1,700 feet) apart. This is to ensure O&M operations are not overly restricted.

3. Bridge crossings should be of free span design. Consideration of any anticipated (known or ongoing) canal subsidence issues, anticipated raising of the canal lining, or anticipated increases in the canal's high water level should be made. The minimum vertical clearance between the bottom of the superstructure and the top of the canal lining should be 3 feet. For unlined canals, the vertical clearance may be measured to the high water level. If this minimum clearance is reduced by subsidence or by future Reclamation modifications to the canal lining, the minimum clearance should be re-established at the applicant's expense. The minimum horizontal clearance from the face of the abutment to the top of the canal lining should be 5 feet. For unlined canals, the horizontal clearance may be measured to the high water level.

These clearances are suggested to minimize impact on the canal section during construction and future inspections and O&M. Applicants may request to re-construct a canal section if Reclamation's operations are impacted by close construction during periods when the canal is normally unwatered. If so, vertical clearances may be reduced to 1 foot and horizontal clearance to 3 feet.

4. Canal O&M roads should intersect public roads at bridges at right angles for proper visibility. This may require the applicant to acquire additional ROW for use if the existing canal ROW is not sufficient. American Association of State Highway and Transportation Official (AASHTO) criteria for sight distances at the intersection of O&M roads and roadways at new bridges should be met to allow O&M vehicles to cross them safely.

5. Driving piles at concrete-lined canals should not be permitted. Any abutment foundation support piles, at concrete-lined canals, should be drilled and cast-in-place.

   At a minimum, the applicant's drilling and piling plan should include:

   - Drilling methods and equipment
   - Methods for preserving existing foundation material
   - Methods and equipment to determine the presence of quick soil conditions or scouring and caving
   - The proposed method for casing installation and removal if casings are used
   - Methods and equipment for accurately determining the depth of concrete and actual or theoretical volume placed

   At a minimum, the applicant's contingency plan should include:

   - Means to repair in a certain time
   - Minimum flows after event
   - Review of geotechnical conditions surrounding the pile locations
   - Assessment of how the proposed mitigations will address geotechnical conditions
   - Methods for restoring foundation material

- A list of material, equipment, and personnel with qualifications to be used during mitigation work

- A seal from a Professional Engineer on all relevant plans and drawings

6. The submitted plan drawings for the bridge should contain the following information:

    a. Superstructure, abutments, railings, embankments, and drainage, including details and sections

    b. Type of materials (concrete, steel, timber, etc.) used for different members

    c. Details of cast-in-place foundation piles, if any, on both sides of the canal

    d. The elevation of the bottom of the superstructure and the clearance between the top of the canal lining (or high water level if unlined canal) to the superstructure or bottom of deck slab, whichever is lowest

    e. Design loadings

    f. Design standards on which the bridge is based (AASHTO, etc.)

7. The calculations and specifications for the bridge should be submitted to Reclamation and/or AOE for review.

8. The right lane turn radius from the new road onto a Reclamation operating road should comply with the provisions of a 67-foot wheelbase[5] (WB-67) truck turning template in the AASHTO manual on Geometric Design of Highway and Streets.

9. Details of any proposed utilities to be attached to an existing bridge include:

    a. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

[5] The field office should adjust these provisions according to anticipated needs.

b. Utilities should be placed and anchored under bridge decks and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.

c. If an expansion joint is used in the pipeline, the joint should be placed near the bridge deck expansion joint.

d. Holes through bridge concrete or abutment and retaining walls for passage of utilities should be allowed by core drilling. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.

e. Submit calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge for Reclamation review.

f. Intermediate supports for the utility should withstand the same seismic load considerations as the bridge.

g. Load limit signs should be placed adjacent to the bridge, as required under AASHTO criteria.

h. Beam guardrails should be installed at bridges and bridge approaches, as required under AASHTO criteria.

10. The applicant will be responsible for changes to Reclamation existing ROW; bridge O&M approach roads; existing fencing, gates, and signs; and the addition of new fencing, O&M gates, cattle guards, signs, etc.

4.2 Landscaping

1. No landscaping or other changes in ground surfaces within Reclamation pipeline and canal/lateral ROW should be made without advance written permission of Reclamation through the application process. Landscaping changes may (1) limit, prevent, or hamper O&M access; (2) increase the costs of operations and maintenance of the facility; (3) impact facility reliability; or (4) create a public nuisance or liability issue.

2. Open space with natural hiking trails and walkways may be permitted if vehicle access to Reclamation pipeline and appurtenant facilities for patrol and maintenance is provided.

3. The following may apply within Reclamation's ROW:

    a. The easement may be used as a greenbelt upon Reclamation approval.

    b. Ground cover and shrubs are permitted upon Reclamation approval.

    c. Trees and vines should not be allowed. See Appendix B of *Review of Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).

4. All temporary or permanent changes in ground surfaces within Reclamation pipeline and canal ROW are considered encroaching structures and are handled as such. Earthfills and cuts on adjacent property should not encroach onto Reclamation pipeline and canal ROW. Excavations of adjacent property (even property not within Reclamation's purview) within the projection of the Reclamation embankment line may impact embankment stability and should be evaluated.

5. Permanent landscaping structures should not be allowed within the exterior limits of a Reclamation linear facility ROW (fee owned or easement).

6. Pressurized lawn and park sprinkler irrigation lines (3-inch maximum size) and isolation valves within Reclamation easements that run parallel to a Reclamation pipeline should be installed at least 15 feet from the edge of the Reclamation pipeline.

    Irrigating lawns and flower beds along canal embankments should not overwater the area or threaten the embankment stability.

4.3 Roadway Crossing

Note: This type of encroachment also includes parking areas and recreational trails.

1. The applicant should submit a grading plan as part of the application.

2. If the roadway crosses a Reclamation pipeline system that has a cover pipe designation of "A," refer to "3.2 General."

3. If the applicant intends to modify existing drainage features during construction, detailed drawings showing the proposed drainage replacement/restoration should be submitted with the application for review and approval. (Refer to "3.2 General.")

4. If the proposed roadway includes a bridge crossing over a Reclamation canal or pipeline, Reclamation and/or AOE should review and approve the vertical clearance and location of the abutments. (Refer to "4.1 Bridges.")

5. Streets, roads, or parking areas crossing Reclamation pipeline easements are permissible. All streets, roads, and parking surfaces are to be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.

6. Roadway ditch drainage should not be allowed to flow into the canal. Drainage should be retained and released in a controlled way to maintain peak discharges that are less than any peak historical runoff rate before these modifications. Applicants should direct drainage to an original sub-basin cross drainage culvert or overchute. (Refer to "3.2 General" and "4.4 Storm Water Cross Drainage.")

7. If existing roadway embankments are to be widened, the work should be conducted in accordance with the provisions of construction in the applicable State Department of Transportation (DOT) Standard Specifications.

4.4 Storm Water Cross Drainage

1. Upslope development impacts historic natural drainage volumes and peak flow rates. Development re-grades and revises drainage sub-basins. Revised ground cover from constructing roads, parking areas, and buildings may result in the need to change the cross drainage features (culverts and/or overchutes) along Reclamation canals.

2. A hydrologic study should accompany all plans that modify the existing drainage across and/or along Reclamation facilities. The study or report should show the proposed flows of the canal and the associated crossings. The drainage study or report should show that the downstream system can accept the flows without creating any flooding to properties adjacent to or downstream of the canal.

3. All drainage crossings, whether existing or proposed, should carry the peak runoff of a 100-year event while preventing any storm water from entering the canal and/or ponding against the canal embankment.

4. Urban runoff should not be allowed to enter into, or drain onto, Reclamation's land. All flows generated outside Reclamation's ROW should enter the storm drain system prior to entering Reclamation's ROW. Piped connections are preferred, but concrete-lined channels may be acceptable upon Reclamation's review.

5. The new crossing under a canal should be designed with 3 feet vertical clearance from the top of the cross drainage structure to the bottom of the canal (or liner). The structure should extend completely across Reclamation's ROW.

6. New overcrossings of the canal should have 2 feet of vertical clearance from the top of the liner and 2 feet of horizontal clearance from the support abutments to the outside edge of the canal lining. The O&M road crossing of the cross drainage structure should be structurally capable of withstanding highway-legal vehicle loadings and provide at least 1 foot of cover in the roadway.

7. Pipe crossing barriers should be installed on all pipe overcrossings.

8. All drainage flow should be discharged to a downstream storm drainage system owned, operated, and maintained by a public agency (such as a city or county) or into areas such as channels, roadways, parks, wetland basins, or other non-private lands that can accept the concentrated flows from the drainage crossing.

9. All drainage from upland property should be collected by the applicant's installed system of curbs and inlets within their property and discharged into a non-Reclamation public agency's drainage system.

10. New drainage system designs will not use ponding against the existing canal embankment for temporary detention of storm runoff that will not immediately pass through existing or new crossings.

    Proposed permanent detention facilities adjacent to Reclamation's property should include engineered fill beyond the canal ROW to provide, at a minimum, a fill-width maintenance access roadway between the canal property and the basin. The applicant shall submit a geotechnical report verifying that the canal embankments can perform as detention basin embankments. The design should provide for sufficient freeboard to contain the 100-year event within the proposed basin adjacent to Reclamation's property and shall have adequate protection from seepage and erosion.

    The ownership and related O&M of the embankments shall be the responsibility of the applicant requesting the crossing.

11. When grading operations upstream of existing canal drainage crossings are scheduled to take longer than a normal construction season to complete, temporary basins shall be installed. These temporary basins should be designed to detain the 100-year event, capture silt from the disturbed area, and meter the flows across the existing drain crossings without spilling flows into the canal.

12. Unless Reclamation specifies otherwise, the applicant should remove or plug and abandon existing drainage crossings that are not used by the development unless they are shown to provide an additional measure of safety for the canal by reducing the likelihood of spill into the canal caused by extreme runoff flows. Otherwise, these crossings should remain in place for Reclamation's benefit and will not require ownership transfer to a public agency.

    These crossings must discharge into the non-Reclamation public agency's storm drainage systems or into areas such as channels, roadways, parks, wetland basins, or other nonprivate lands that can accept the concentrated flows from the drainage crossing in the case of an extreme runoff event.

    Grading in Reclamation property should be preserved or revised to direct extreme runoff flows into these unused drainage crossings without allowing said flows to enter into the canal until the crossings reach their capacity.

4.5 Subdivision

Urban developments are reaching Reclamation's lands and ROWs. These are general guidelines for accommodating development in subdivisions (refer to "3.2 General" and "4.4 Storm Water Cross Drainage").

1. Permanent structures should not be permitted within Reclamation fee-owned linear ROWs.

2. Open space with natural hiking trails and vegetation may be allowable.

3. Where subdivision development is adjacent to a canal, fencing should include these characteristics:

    a. Temporary chain link fences must be installed prior to removing any portion of existing fences.

b. Upon completion of grading for drainage and other work, fencing should be installed along the subdivision's boundary length of the adjacent ROW plus 150 feet beyond the development's property boundary. The fence should be per project standards and at the applicant's expense.

c. The new fence should be located 1 foot outside of Reclamation's ROW. The fence location should be shown on the improvement plans.

4. Use of Reclamation pipeline easements as part of residential subdivision lots should not be allowed. Pipeline easements may be included within the subdivision greenbelt or similar use areas.

5. Drawings should include all proposed improvements (i.e., streets, utilities, landscaping, etc.) within, and adjacent to, Reclamation's ROW.

6. Trees or vines should not be allowed within a Reclamation pipeline or canal ROW. See Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).

7. Streets, roads, or parking areas using Reclamation easements may be permissible. All streets, roads, and parking surfaces should be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.

8. Where fencing is proposed within Reclamation easements, a minimum 16-foot-wide gate should be provided for Reclamation access.

9. Pipelines containing sewage, oil, gasoline, natural gas, or hazardous materials should only cross perpendicular (between 70 and 90 degrees) to the Reclamation pipeline or canal and be installed with the necessary safety measures and separation clearance as required in "4.6 Utility Crossing."

10. Electroliers, posts, etc., should be installed at the maximum distance possible from the edge of the pipeline or canal.

11. If crossing a Reclamation pipeline system that has "A" cover pipe designation, refer to recommendations in "3.2 General."

4.6 Utility Crossing

Note: All pipelines, electrical, and communication lines and conduits are referred to as "utilities" in these guidelines.

4.6.1 Casings

The Reclamation Materials Engineering and Research Laboratory's (MERL) position is to avoid using casing pipes around metallic carrier pipelines (steel, ductile iron, cast iron, reinforced concrete, pretensioned concrete cylinder, etc.) whenever possible. The experience of the corrosion community in general is that these casings often cause corrosion-control problems. Furthermore, dielectric (plastic, fiberglass, etc.) casings, or even dielectrically coated casings, should not be used. They can shield the carrier pipe from receiving cathodic protection current.

Cathodic protection to a buried metallic pipeline is more trouble free and more certain without a casing pipe. MERL recommends relying on effective corrosion control measures on the carrier pipeline rather than relying on a casing pipe (which may shield cathodic protection current) to direct a leak away from Reclamation property.

4.6.2 Overhead Line Crossing

1. Overhead wires across Reclamation pipeline and canal ROWs should be at least 32 feet above all ground levels in the Reclamation ROW. For electrical powerlines of 69 kilovolts (kV) or higher voltage, the minimum clearance should be 40 feet plus 0.25 inch per kV of line-to-line voltage above 450 kV. In any case, the minimum clearance is to be that determined to be needed with an ambient temperature of 120 degrees Fahrenheit.

2. Reclamation has the following requirements for overhead crossings:

    a. Poles or towers should not be allowed within Reclamation's ROW.

    b. Overhead electrical and communication lines should cross perpendicular (between 70 and 90 degrees) to the centerline of the Reclamation facility.

    c. If necessary, fence grounding is to be provided for existing fence lines, especially under power transmission lines.

3. A marker warning sign should be provided that shows the clearance and electrical line voltage. The warning sign should face oncoming traffic and state, "**DANGER, HIGH VOLTAGE OVERHEAD.**"

4.6.3 Utility Crossing Reclamation's Canal

Utility crossings include open ditch laterals, subsurface and surface drains, levees, and similar facilities.

General Requirements:

1. Utilities crossing Reclamation canals should be designed to cross perpendicular (between 70 and 90 degrees).

2. Pier construction in the canal for new utility crossing(s) should not be allowed. New utility crossings should be free span design.

3. Open cut crossings of Reclamation canals and ditches, when allowed, should require replacing linings to re-establish the original construction style and materials (i.e., disturbed concrete lining panels should be removed in their entirety and replaced, membrane lining and earth or concrete protective cover should be re-constructed, gravel and canal under-drainage systems should be re-established to full working order, etc.) Proposals should be submitted for approval with the crossing permit application.

4. For trench excavation and backfill requirements, refer to "3.2 General."

5. Boring and jacking of a utility through canal embankments or protective levees should not be permitted. Boring and jacking of a utility should be constructed through the embankment foundation materials. Applicants should make special design and construction considerations with bored crossings under canals containing water during construction. Among these should be using proper bentonite slurry to seal the annulus space between the utility conduit and the boring cavity from canal seepage. Refer to appendix A for more details to be considered.

   The applicant's drilling plan should cover:

   a. Drilling methods and equipment

   b. Methods for preserving existing foundation material

   c. Methods and equipment to determine the presence of quick soil conditions or scouring and caving

d. Proposed method for casing installation and removal if casings are used

e. Methods and equipment for accurately determining the depth of concrete and actual or theoretical volume placed

The applicant's contingency plan should cover:

a. Means to repair in a certain time

b. Minimum flows after event

c. Review of geotechnical conditions surrounding the pile locations

d. Assessment of how the proposed mitigations will address geotechnical conditions

e. Methods for restoring foundation material

f. List of material, equipment, and personnel with qualifications to be used during mitigation work

g. A seal from a Professional Engineer on all relevant plans and drawings

6. When horizontal directional drilling (HDD) or other trenchless methods are used, canal seepage conditions may be aggravated by the collapse of the canal foundation material into the annular void between the bore and pipe. Penetration through the top stratum of fine-grained materials may concentrate seepage at those locations. Pipe installed with trenchless methods should proceed only after completion of a comprehensive evaluation of the following:

(a) Comprehensive understanding of the subsurface soil and groundwater conditions to a minimum depth of 20 feet below the lowest pipe elevation

(b) Locations of the HDD pipe penetration entry and exit

(c) Construction procedure

(d) Allowable uplift pressures

(e) Onsite quality control and quality assurance monitoring during construction operation

(f) Grouting of the pipe annulus

(g) Backfilling of any excavated areas

(h) Repair and reinstatement of the construction staging areas

A geotechnical report should be submitted with the application for review prior to approval of the proposed utility crossing.

Directional drilling under a canal may be considered if a minimum clearance of 25 feet to the bottom of the canal lining is maintained for utilities with less than a 24-inch outside diameter. Larger utility crossings should be considered on an individual basis and may require additional clearance from the bottom of the canal lining.

7. Cut and cover constructed utilities under Reclamation canals should have a minimum cover of 36 inches when within Reclamation's ROWs. Bored construction utilities should have a minimum of 3 diameters cover.

8. Reclamation's ongoing O&M activities should not be disrupted during crossing construction. The primary or secondary operating road should be kept available for Reclamation use at all times.

9. Canal embankments should be re-built or repaired with materials and standards equal to or better than the existing embankments.

10. Drawings should be stamped and signed by a Professional Engineer and contain the following information:

    a. Canal milepost or station at each proposed crossing, utility size and location, and type of utility or material transported

    b. Maximum utility operating pressure, type of pipe, joints, wall thickness, maximum test pressure, and description of test procedures

    c. Type of sleeve/casing (when allowed) including diameter, joints, and wall thickness

    d. For utilities attached to a bridge or an overchute, details showing the structure name, superstructure, abutments, embankments, protective dikes, method of attachment, spacing of utility supports on the structure, location of other attached utilities, and structural calculations

e. Protective coatings and corrosion control measures

f. Method of handling pipeline expansion and contraction

g. Location of nearest shutoff valve on each side of the crossing

h. Location and details of thrust restraint

i. Design code(s) used for the utility crossing

j. Location, including depth, of the buried pipeline communication and control cables

k. Other existing utility easements in the immediate vicinity

Hazardous Material Carrier Requirements:

1. Pipelines carrying hazardous material or pollutants (e.g., oils, gasoline, sewage, contaminated waters, and nonpotable waters) should be designed for a reduced risk of failure in the portion within Reclamation's ROW. The design should require either:

    a. Designing the crossing pipeline with an additional 50 percent working pressure factor

    or

    b. Using secondary containment (casing pipe) for all hazardous material pipelines

2. To minimize the amount of any hazardous material entering the canal, Reclamation may require the installation of a block (gate) valve and or a check valve on each side of the canal between the ROW boundary and the embankment. When selecting the type of the valves, take into the account the flow direction and the terrain.

3. A final hazardous material spill contingency plan and an emergency response plan should be approved by Reclamation prior to start of construction.

4. A monitoring program and/or Supervisory Control and Data Acquisition System alarm may be required depending on the hazardous material transported. This applies to all "overcrossings" and "undercrossings" when the hydraulic grade line is within 60 inches of the canal liner or when local geology would promote this requirement.

Attaching Utilities to Bridges and Overchutes:

Note: Reclamation does not guarantee the long-term availability of bridges or overchutes as support devices for utility crossings because they may require structural modifications or alterations to accommodate widening, repairs, subsidence offsets, etc., to such an extent that service may be interrupted or stopped. Reclamation may determine the bridge is no longer required and may remove it. In that event, the owner/operator of each utility attached to a bridge or an overchute may be required to re-locate or permanently remove their utility at their own expense.

Specific details for attaching utilities to bridges are:

a. Utilities should not be placed on the bridge deck.

b. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

c. Utilities should be placed and anchored under bridge decks between girders and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.

d. If an expansion joint is used in the pipeline, it should be placed near the bridge deck expansion joint.

e. Holes through bridge concrete or abutment and retaining walls for passage of utilities may be allowed and should be core drilled. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.

f. Calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge should be submitted for Reclamation review.

g. Intermediate supports for the utility should withstand the seismic conditions of the bridge.

4.6.4 Utility Crossing Reclamation's Underground Pipelines

1. The applicant should submit the procedures, excavation plans, schedules, as well as type and weight of the construction equipment to be used for crossing the Reclamation pipeline.

2. High voltage, direct current powerlines should not be permitted to encroach on the Reclamation pipeline ROW, except in unusual circumstances and with proper cathodic protection considerations.

3. For proposed metallic pipelines, refer to "5.0 Cathodic Protection Requirements."

4. For utilities crossing above or under the Reclamation pipeline, the vertical clearance between the utility and Reclamation pipeline should be a minimum of 12 inches.

5. The location of the Reclamation pipeline and the communication and control cables throughout the area of the proposed construction should be shown on the plans. Prior to Reclamation and/or AOE issuing a use authorization or consent document, the pipeline and the cable(s) should be located and exposed by potholing. The pothole locations should be shown on the drawings. The pothole elevations should be referenced to Reclamation stationing or milepost. (Refer to "3.2 General.")

6. Drawings should contain the following information:

    a. Reclamation milepost or station at each proposed crossing, pipeline size and location, and type of utility or material transported.

    b. Maximum utility operating pressure, type of pipe and joints, maximum test pressure and description of test procedures, wall thickness, and utility pipe classification.

    c. Type of sleeve/casing pipe (when allowed) including diameter, joints, and wall thickness.

    d. Protective coatings and corrosion control measures.

    e. Location of nearest shutoff valve on each side of the crossing.

    f. Location and details of thrust restraint.

    g. Design code(s) used for utility crossing.

    h. Location, including depth of the Reclamation pipeline and the communication and control cables.

    i. Other existing utility easements in the immediate vicinity.

7. Detectable warning tape may be required over trenched utilities. (Refer to "3.3 Detectable Warning Tape.")

8. For trench excavation and backfill requirements, refer to "3.2 General."

9. Embankments should not be permitted within Reclamation's ROW where underground pipeline exists.

4.6.5 Utility Crossing Under Reclamation's Roadways

1. The applicant should supply typical cross sections that show existing ground surface elevations, utility trench invert elevations, and utility details.

2. For trench excavation and backfill requirements, refer to "3.2 General."

3. Conduits with diameters up to 24 inches should be bored and jacked underneath pavements. Larger conduits may be considered on an individual basis. Pavement or road surfaces should not be cut unless an acceptable detour, if required, is approved. The cover over the conduit(s) when within Reclamation's ROWs should be a minimum of 36 inches. (Refer to "3.2 General.")

4. Unless otherwise approved, the applicant should replace existing Reclamation roads and parking surfaces that are removed or damaged by the applicant's construction activities in accordance with provisions in the latest edition of the applicable State DOT Standard Specifications.

5. If existing road embankments are to be widened, the work should be conducted in accordance with the provisions of embankment construction in the applicable State DOT Standard Specifications.

6. Detectable warning tape may be required over buried utilities. (Refer to "3.3 Detectable Warning Tape.")

5.0 CATHODIC PROTECTION REQUIREMENTS

5.1 Cathodically Protected Metallic Pipelines

Unless approved in writing by Reclamation, metallic pipelines or those containing metallic reinforcement (e.g., reinforced concrete) installed within Reclamation's ROW should have a suitable bonded dielectric coating (see "5.2 Protective Coatings for Corrosion Control") and be cathodically protected. Impressed current cathodic protection rectifiers and deep-well anode systems should not be

permitted within Reclamation facilities without prior approval from MERL's Corrosion Technology Group. All submittals should include details of the cathodic protection system (CPS) and its appurtenances.

1. All existing Reclamation cathodic protection test stations, cables running to these stations, rectifiers, anode beds, and any other appurtenances should be located prior to any grading or excavation. The test stations should be staked and flagged. The test stations, cables running to these stations, any anode beds, etc., should be suitably enclosed or protected during construction to prevent damage. No re-location or modification of the test stations, cables, anode beds, etc., is allowed without prior approval from MERL's Corrosion Technology Group.

2. Generally, the CPS to the proposed pipeline should be the sacrificial anode type unless the proposed installation continues an existing pipeline that uses impressed current type of cathodic protection.

3. A means of monitoring the effectiveness of the CPS on the proposed pipeline should be provided within Reclamation's ROWs. The number of anodes and test stations will differ with each project. Test stations should be located at every anode bed connection and should not be more than 1,000 feet apart. A test station should also be located where any metallic pipeline crosses over or under a metallic Reclamation pipeline, metallic fence, other metallic structure embedded in the ground, or comes within 20 feet of a Reclamation structure on or embedded in the ground. Both the proposed cathodically protected pipeline and the Reclamation pipeline should be monitored regularly using these test stations. Monitoring results should be reported to MERL's Corrosion Technology Group. In addition, the owner of the proposed crossing pipeline should investigate and mitigate any adverse potential shift caused by the proposed pipeline on the Reclamation pipeline. Owners of proposed crossing pipelines should return Reclamation pipelines to their original electrochemical potentials or to more benign potentials. Mitigation measures should be approved by MERL's Corrosion Technology Group. The effectiveness of mitigation measures should be confirmed in the presence of a Reclamation representative following installation.

   For those pipelines under DOT regulation, the application and monitoring of the CPS should conform to Title 49 CFR, Part 195, any special provisions of this guideline, and the provisions of NACE International RP 0169, in that order. For other pipelines, any special provisions of this guideline should take precedence, followed by the provisions of NACE RP 0169.

5.2 Protective Coatings for Corrosion Control

1. *Atmospheric Exposed Pipe*

   The coating should be a high build modified aluminum epoxy mastic primer and top coated with a high build aliphatic urethane. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

2. *Buried Pipe*

   The type of coating may vary from project to project due to geology and soil corrosivity and should be considered on an individual basis. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

REFERENCES

Application for Transportation and Utility Systems and Facilities on Federal Lands, <http://www.ntia.doc.gov/FROWsite/SF-299_2006.pdf>.

Application for Use of Reclamation Project Land and Water Surfaces, <http://www.usbr.gov/pmts/lands/>.

Bureau of Reclamation Right-of-Use Application, <http://www.usbr.gov/pmts/lands/FINAL7-2540-5-06ExpDate03312009.pdf>.

California Department of Water Resources - Encroachment Permit Guidelines.

Central Arizona Project, Reach 11 Guidelines.

GP Region Billings MT – Standard Crossing & Clearance Requirements, Utility Lines and Cables, drawing 40-600-51. The office also uses a Preliminary Project Description Form and a Special Use Permit.

NACE, International RP 0169, "Standard Recommended Practice – Control of External Corrosion on Underground or Submerged Metallic Piping Systems."

PN Region Burley ID – Overhead and underground crossing clearances.

Policy on Geometric Design of Highway and Streets, American Association of State Highway and Transportation Officials (AASHTO), Fifth Edition, 2004.

Reclamation, 2005. Preliminary drawing 103-D-1700 that provides general requirements for installation of crossings, June 2005.

Reclamation Manual, Directive and Standards LND 08-01, Land Use Authorizations, <http://www.usbr.gov/recman/lnd/lnd08-01.pdf>.

Title 29 CFR, Part 195.

U.S. Army Corps of Engineers – Engineering and Design, Design and Construction of Levees EM 1110-2-1913, 30 Apr 2000, CECW-EG Washington, DC 20314-1000.

GLOSSARY

Bored and jacked – This terminology is a general way of referring to a family of trenchless methods.

Bridge, class A – Vehicular bridge used by the public. May or may not be owned by the Bureau of Reclamation.

Consent Document Permit – Permit required across fee-owned lands.

Detention basin – An artificial flow control structure used to contain flood water for a limited period of a time, thereby providing protection for areas downstream. Detention basins provide a way to reduce storm peak flows, while retention basins hold water for an extended period of time. These basins are generally a part of a larger engineered flood water management system.

Electroliers – A branching frame, often of ornamental design, used to support electric illuminating lamps.

Pothole excavation – See potholing.

Potholing – The practice of digging test holes to expose underground utilities (e.g., cables) to determine the horizontal and vertical location of these utilities.

Trenchless methods – Procedures for installing pipe without using traditional trench cut and cover methods. These trenchless methods may be referred to as bore and jack, tunneling, horizontal directional drilling, and microtunneling, among others.

Water conveyance facility – Canal, ditch, pipeline, drain, levee, open or closed laterals, and similar facilities and their associated appurtenant features.

Appendix A

General Requirements for Installing Bored and Jacked Pipe Undercrossings

Bored and Jacked Under the Canal – This terminology is a general way of referring to a family of trenchless technologies. Similar guidance to the requirements listed below should be followed no matter what method is used for installation.

1. Installing a lone carrier pipe (without casing) is encouraged. Refer to "4.6 Utility Crossing," and "4.6.1 Casings" for information on cautions of using casings around metallic carrier pipe.

2. Plans must show carrier/casing pipe type, diameter, and thickness. Casing pipes should be steel pipe (American Water Works Association [AWWA] C-200) and have 1/4-inch minimum wall thickness. Applicants should provide the type of carrier pipe and appropriate bell dimensions for said carrier pipe to verify annular clearances.

3. When installing pipe while the canal is unwatered, a minimum of 3 pipe diameters or 60 inches of clearance (whichever is greater) between the top of the pipe and the bottom of the canal must be maintained. However, 72 inches or more clearance is recommended.

4. Provide a minimum of 3 inches of clearance between the carrier and casing pipes at all points (including bells).

5. A bulkhead or effective sealing device should be provided at both ends of each casing pipe to seal the annular space between the two pipes. Vent pipe should be included to allow ventilation and reduce the risk of condensation buildup and flooding.

6. As a result of the installation process, an annular void is usually created around the outside of the casing pipe. Provisions should be made to pressure grout or effectively seal (e.g., bentonite slurry) this void space.

7. Requirements below are provided to establish minimums for determination of the length of pipe to be installed. It is strongly recommended that pipes be installed perpendicular (between 70 and 90 degrees) to the canal alignment. Regardless, the pipe must extend completely through the Bureau of Reclamation's (Reclamation) right-of-way (ROW). Theses minimums do not relieve the applicant's engineer from performing an onsite investigation or other work to determine local conditions that may require additional pipe length.

   Jacking pit configuration, location, and length of pipe to be installed should be based on the following parameters:

   a. One operating road shall remain open to vehicular traffic at all times.

b. The minimum operating road embankment top width to be maintained during construction should be either 14 feet wide, the width of the existing embankment, or as required by Reclamation.

c. As a minimum, jacking pit excavations should not be within:

(1) A line drawn from the outside edge of the operating road embankment extended downward and away from the canal at a slope of 3/4 horizontal to 1 vertical.

(2) A line drawn from the outside edge of the top of the concrete lining extended downward and away from the canal at a slope of 1 horizontal to 1 vertical.

d. To contain the slurry during installation, jacking pits should be constructed so that natural ground or a compacted dike is entirely around the pit to an elevation at least 1 foot above the top of the canal lining.

e. All excavations should be in compliance with Occupation Safety and Health Administration regulations and Reclamation's Health and Safety Standards.

f. If the contractor elects to install shoring in the jacking pits, all shoring designs should be prepared by a Professional Engineer knowledgeable in said type of work. A copy of the shoring designs should be submitted to Reclamation.

8. Jacking pits should be backfilled with native material and mechanically compacted to 95 percent of the maximum dry density per ASTM D-698.

9. The contractors should be responsible for any damage to the canal section during the construction of a crossing, and the contractor shall repair the damage at their own expense.

10. If an emergency situation develops during construction, the contractor should immediately notify appropriate contacts with Reclamation. Reclamation must approve further work at that point.

11. The minimum distance between two jacked pipes should be 10 feet.

12. Any pressure lines installed within Reclamation's ROW must have adequate thrust restraint at bends and valves. Specified design pressures and thrust restraint calculations shall be provided to Reclamation to confirm the design configuration.

Appendix B

Guidelines – Removal of Trees and Other Vegetative Growth from Earth Dams, Dikes, and Conveyance Features

Excerpted from: Review of Operation and Maintenance Program Field Examination Guidelines

APPENDIX B

GUIDELINES
REMOVAL OF TREES AND OTHER VEGETATIVE GROWTH FROM EARTH DAMS, DIKES, AND CONVEYANCE FEATURES*

Growth of trees and other significant vegetation on or adjacent to earth dams, dikes, and conveyance features, should be prevented from becoming established for the following reasons:

1. To allow proper surveillance and inspection of the structures and adjacent areas for seepage, cracking, sinkholes, settlement, deflection, and other signs of distress.
2. To allow adequate access for normal and emergency Operation and Maintenance (O&M) activities.
3. To prevent damage to the structures due to root growth, such as shortened seepage paths through embankments; voids in embankments from decayed roots or toppled trees; expansion of cracks or joints of concrete walls, canal lining, or pipes; and plugging of perforated or open-jointed drainage pipes.
4. To discourage animal/rodent activity (by eliminating their food source and habitat), thereby preventing voids within embankments and possible shortened seepage paths.
5. To allow adequate flow-carrying capability of water conveyance channels (e.g., spillway inlet and outlet channels; open canals, laterals, and drains).

The growth of trees and potentially detrimental vegetation should be prevented during its early stages as part of the operating office or entity's normal O&M program. Early control is generally the most cost effective means of avoiding potential adverse effects on these structures from their continued growth. Control efforts may consist of applying herbicides, spraying, cutting, and/or removing the trees or undesirable vegetation.

Suggested clearance zones (areas of control) adjacent to these structures are provided within these guidelines. Concerted efforts should be made to maintain these clearance zones. However, site-specific conditions, such as landscaping, accessibility, erosion susceptibility of material in the area, type of abutment material, original construction clearance zone, right-of-way easement, etc., may influence the necessity or success of these control efforts.

Should trees and/or other significant vegetation become established, proper O&M of earth embankment dams, dikes, and conveyance features, may require their discriminate removal. During the Review of Operation and Maintenance examination for the facility or system, the examiners should use these guidelines, along with their experience and professional judgment, to evaluate the need for removal of such established growth.

If trees and other significant growth are identified by the examination team in locations delineated by these guidelines, a determination should be made regarding their need for removal. If the identified vegetation is deemed to be in location such that its existence is not considered to be detrimental and therefore does not require removal, sufficient justification should be provided during the examination and included within the associated report to support that determination.

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* Enclosure to memorandum dated April 26, 1989, from Manager, Project Operation Services Staff, to all Regional Directors, Subject: Revised Guidelines — *Removal of Trees and Other Vegetative Growth From Earth Dams, Dikes, and Conveyance Features.*

When, in the opinion of an Review of Operation and Maintenance examination team, such established growth requires removal, specific followup procedures should be addressed as part of the examination. Such procedures may include the need for right-of-way easement determination; the need for an assessment for potential environmental impacts (any impact assessments should be coordinated with designated regional or project office environmental staff); whether removal of the root system is necessary and to what extent; the method of removal and recompaction of material within the void created; and the need for any erosion stabilization measures.

National Environmental Policy Act compliance is required relative to such tree and vegetation removal. Additionally, the application of herbicides should comply with applicable provisions of the Endangered Species Act. The determination of appropriate procedures to be followed in assessing potential environmental impacts and mitigation (including those to wildlife and its habitat) will be the responsibility of each regional and/or project office. This will include the preparation of an appropriate National Environmental Policy Act document and an assessment of the need for mitigation prior to the onset of removal activities. Appropriate National Environmental Policy Act compliance may include a Categorical Exclusion Checklist, an environmental assessment followed by a Finding of No Significant Impact, or an Environmental Impact Statement.

The following guidelines and associated clearance zones should be used for all Reclamation earth dams, dikes, and conveyance features. They are not considered "policy;" rather, they are guides which should be used with reasonable judgment and practicality.

1. Trees and detrimental vegetative growth should be prevented from becoming established on the surface of all earth dam, dike, and conveyance feature embankments. A small amount of shallow-rooted vegetation may be acceptable to aid in erosion protection and slope stabilization. Mowing of grass and other small vegetation is desirable and may be necessary to allow proper surveillance of the surfaces and observation of animal/rodent activity.

2. A clearance zone of 25 feet beyond each contact (groins and toe) of earth dam embankments and dikes should be maintained of all trees and detrimental vegetation. Similarly, a clearance zone of 15 feet should be maintained beyond the outside toe of all fill sections/embankments for open canals and laterals. These clearance zones may need to be extended for seepage areas or other conditions where proper surveillance or access may be warranted.

3. Earth dam, dike, and conveyance feature (open canal and lateral) embankments have large tree growth or stumps from previously cut trees on or near them should be evaluated, usually in conjunction with an Review of Operation and Maintenance examination, for any necessary future action, (i.e., monitor, excavation and backfill, rebuild, etc.). Generally, sizable old root systems of large trees should be grubbed out and the embankment replaced and compacted to prevent the development of piping action or erosion. Likewise, any sizable voids resulting from animal/rodent burrowing activity should be filled and compacted. Seeding may be necessary for protection from surface erosion.

4. Spillway inlet and outlet channels, outlet works discharge channels, and other open conveyance channels (open canals, laterals, and drains) should be free of vegetative growth that could significantly impede water flow or reduce design capacity.

5. A clearance zone of 25 feet adjacent to all concrete structures associated with such facilities should be maintained of all trees and detrimental vegetative growth to prevent damage from root growth, to allow proper surveillance, and to allow adequate O&M access.

6. Associated cut slopes adjacent to open canals and laterals should be kept clear of vegetation which, if toppled and/or uprooted, could affect operations or O&M access.

7. For pipe conveyance systems (such as siphons, aqueducts, discharge lines, perforated or open-jointed drains, etc.), to provide O&M access and to prevent root encroachment, a clearance zone should be maintained 15 feet from each side of the pipeline. However, in some cases, farming of annual crops over pipelines may be permissible.

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United States Department of the Interior

BUREAU OF RECLAMATION
Yuma Area Office
7301 Calle Agua Salada
Yuma, AZ 85364

IN REPLY REFER TO:
YAO-7120
LND-6.00
2.2.3.19

10/28/2022

CERTIFIED - RETURN RECEIPT REQUESTED (70183090000110406800)

Mr. Eulogio Vera, P.E.
Director of Public Works
City of San Luis
1090 E. Union Street
San Luis, AZ 85349

Subject: City of San Luis (City) – Executed Consent Agreement
No. 21-07-34-L2075 (Consent) – Authorization to Construct, Install, Own, Use, Operate, and Maintain Parking Lot (Improvements) Within and/or Across Reclamation's Rights-of-Way – Yuma Project, Valley Division, Arizona

Dear Mr. Vera:

Enclosed for your files is a fully executed duplicate original of the subject Consent. The Consent authorizes the City to construct, install, own, use, operate, and maintain Improvements within and/or across portions of Reclamation's reserved rights-of-way for the 34.5kV Transmission Line. The proposed improvements are located within portions of N½NW¼, section 12, Township 11 South, Range 25 West, Gila and Salt River Meridian, Arizona.

Please note, Reclamation requires the City to adhere to the following Special Condition found under Article 16 of the subject Consent:

> (p) Within ninety (90) calendar days of the completion of the construction and installation of the Consentee's Improvements, the Consentee shall furnish Reclamation and the Association each with as-built drawings depicting the location, elevation, and depth of said Improvements, as installed. Said drawings shall be provided to the Reclamation, and the Association to include one (1) 11x17 sized of drawings, one copy in PDF format, and one electronic copy of the drawings in AutoCad format, or compatible. Electronic drawings shall be provided to Reclamation by e-mail to Ms. Anna Sander, Realty Technician at: asander@usbr.gov.

Should you have any questions, please contract Mr. Luis Rodriguez, Realty Specialist at telephone No. (928) 343-8275 or via electronic mail at lrodriguez@usbr.gov. Individuals in the United States, who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunication relay services. Individuals outside of the United States should use relay services offered within their country to make international calls to the point-of-contact in the United Sates.

Sincerely,

CHRISTOPHER WALLIS
Digitally signed by CHRISTOPHER WALLIS
Date: 2022.10.28 07:57:28 -07'00'

Christopher M. Wallis, Chief
Resource Management Office

Enclosure

cc: Mr. Tom Davis
Manager
Yuma County Water Users' Association
3800 W. County 15th Street
Yuma, AZ 85366
(w/Duplicate Original)

Mr. Omar Peñuñuri
Sr. Engineering Tech
Lands and Right-of-Way
Yuma County Water Users' Association
openunuri@ycwua.org
(via electronic mail w/o encl)

Ms. Jenny Torres
Community Plan Director
City of San Luis
jtorres@sanluisaz.gov
(via electronic mail w/o encl)

RECLAMATION

Managing Water in the West

Engineering and O&M Guidelines for Crossings

Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)

U.S. Department of the Interior
Bureau of Reclamation
Technical Service Center
Denver, Colorado

April 2008

Exhibit C - 47 Pages

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Engineering and O&M Guidelines for Crossings

Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities)

Acronyms and Abbreviations

AASHTO	American Association of State Highway and Transportation Official
AOE	authorized operating entity
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CPS	cathodic protection system
DOT	Department of Transportation
HDD	horizontal directional drilling
kV	kilovolt(s)
MERL	Materials Engineering and Research Laboratory
O&M	operations and maintenance
Reclamation	Bureau of Reclamation
ROW	right-of-way
WB-67	67-foot wheelbase

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Appendix B Guidelines – Removal of Trees and Other Vegetative Growth from Earth Dams, Dikes, and Conveyance Features (Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines*)

1.0 PURPOSE

These are general guidelines for Bureau of Reclamation (Reclamation) offices to follow when reviewing the engineering and operations and maintenance (O&M) factors in outside entity requests for authorization to cross (encroach upon) Reclamation lands that contain project features such as levees, canals, pipelines, or other water conveyance facilities owned or administered by Reclamation. These guidelines include a general overview of the permitting process administered by Reclamation Lands Groups for allowing a particular use on lands where Reclamation holds a fee or an easement right-of-way interest. These engineering and construction recommendations are minimum guidelines for engineers to use in reviewing and evaluating these portions of the applications.

2.0 GENERAL PERMIT INFORMATION

Applicants requesting to cross any Reclamation land, facility, or water body must obtain a written land use authorization from Reclamation. Requirements for obtaining a use authorization to cross Reclamation project land and water surfaces are in the Code of Federal Regulations (CFR) at 43 CFR 429 and Reclamation Manual LND 08-01. The applicant must complete the *Standard Form (SF) 299*, "**Application for Transportation and Utility Systems and Facilities on Federal Lands**," or similar forms in use at the local Reclamation office. The form can be obtained by contacting the involved Reclamation office, or it can be accessed electronically at Reclamation's Web site at: <http://www.usbr.gov/pmts/lands>.

Applicants can contact their local Reclamation office to discuss their proposed use before filing an application for a use authorization.

3.0 ENGINEERING AND O&M REVIEW CONSIDERATIONS

3.1 Introduction

Technical review of the crossing evaluates impacts on any existing Reclamation facility and **does not determine the adequacy of the crossing design for the applicant's intended purpose**.

The use authorization or consent document specifies criteria which, if followed, would not be deemed unreasonable interference. These review guidelines are strictly limited to those criteria which:

- Protect Reclamation's facility and/or appurtenant facility from damage
- Ensure unrestricted flow and quality of water in Reclamation's facility
- Do not diminish the ability to perform O&M of Reclamation's facility, including access
- Prevent any burden of liability

These guidelines are provided as recommendations that apply to most Reclamation facilities. Each Reclamation office and/or authorized operating entity (AOE) should apply these guidelines using **sound engineering judgment** that best applies to their facilities and existing conditions. Additional Reclamation guidelines for specific locations (e.g., Central Arizona Project Reach 11 Basin Guidelines) may also apply and may be provided to applicants when necessary. These guidelines are minimums, and local conditions may be more stringent depending on the direct impacts to facilities and lands. AOEs may have additional requirements.

Uses that may be deemed reasonable within Reclamation pipeline easements include greenbelts, asphalt roadways, flexible pavement parking lots, transverse curbs and gutters, and sidewalks. Canals and pipelines may have overhead power and telephone lines (but not their supporting poles), transverse fences with gated openings (no walls), and similar surface and overhead structures.

3.2 General

The following individual items should be addressed by the applicant and evaluated by Reclamation and/or AOE as they may affect the Reclamation facility's engineering and O&M aspects. If unusual conditions are proposed for the encroaching structure or unusual field conditions within a Reclamation facility right-of-way (ROW) are encountered, Reclamation reserves the right to impose more stringent criteria than prescribed in these guidelines.

1. Structures that should not be constructed on Reclamation pipeline or canal ROW (whether fee owned or easement) include foundations, buildings, garages, carports, trailers, street light standards, supports for large signs, walls, longitudinal fences (except security/safety fences), power or telephone poles, and similar surface structures.

2. Prior to construction, a joint inspection should be conducted and the condition of existing facilities documented. Reclamation's ROW should be restored to pre-existing conditions following completion of work.

3. When applications are requesting public use of trails and maintenance roads adjacent to or crossing Reclamation canals, these facilities should be fenced for safety to separate them from open canal water, except when Reclamation's ROW is used as a greenbelt and the applicant accepts legal hazard responsibility. Trails and maintenance roads should be fenced on an as-needed basis whenever such fencing is warranted for public safety, restricted access, security, etc. If a fence is allowed within Reclamation's ROW, Reclamation should approve the fence materials. Any gates allowed within Reclamation's ROW should be at least 16 feet wide. Reclamation will be provided with full access through any fences or gates.

4. Prior to construction of any structure that encroaches within a Reclamation pipeline or canal ROW, a "pothole excavation" should be made to determine the locations of any existing Reclamation and non-Reclamation facilities and their appurtenant features that may be affected. Potholing is the practice of digging test holes to expose underground utilities to determine the horizontal and vertical location of the utility.

   All work within 18 inches of the facility should be done using hand-held tools only. The excavation should be made by or in the presence of Reclamation and/or AOE personnel. The presence of a Reclamation and/or AOE inspector may be required throughout the excavation process, but this presence in no way relieves the applicant or their contractor of responsibility.

   The resultant elevation information should be delineated on the profile view and labeled as:

   POTHOLED ELEVATION XX.X
   Surface Elevation XX.X

   The pothole excavation should be filled in, or a safety fence installed, prior to departing the site each day.

5. If Reclamation facilities need to be modified to avoid adverse impacts from the applicant's crossing facility, the applicant should be responsible for the cost of such modifications.

6. A temporary permit may be required for visual inspections, ground and aerial surveys,[1] or potholing that requires physical entrance onto a Reclamation facility. **A use authorization or consent document issued by Reclamation and/or AOE should be obtained prior to entering or crossing Reclamation's ROW for any activity.**

7. Applications should include a project description, calculations, specifications, and detailed construction plans showing plan views, profiles and sections, and grading plans of proposed work within or adjacent to Reclamation's ROW. Plans should show an easily recognizable boundary (tied to a known corner) and Reclamation's ROW and Reclamation stationing or mile post designation.

   All Reclamation facilities should be shown and labeled (e.g., "Centerline of xx-inch Reclamation Pipeline," "Reclamation Communication and Control Cable," etc.) The type and weight of the construction equipment crossing Reclamation pipelines, roads, and bridges as well as the crossing locations should be included. Additional information, as identified in following individual specific feature sections of these guidelines, should also be included with the application for review.

   Any engineering or land survey drawing should contain the appropriate registered engineer's or land surveyor's stamp and signature. A construction schedule outlining the anticipated duration of the construction should be submitted. A minimum of two[2] copies of the application (including calculations, specifications, and plans) should be submitted to Reclamation and/or AOE for review and approval.

8. For crossings of all Reclamation facilities, Reclamation and/or AOE personnel familiar with the facilities (including cathodic protection systems) will obtain and provide copies of existing files showing information about existing buried facilities (center of pipeline, depth of cover, size of pipe, class of pipe, etc.) to the applicant.

9. Existing Reclamation facilities (e.g., canal lining, canal check structure, turnout structure, etc.) and appurtenances (e.g., existing blow-offs, air valves, vents, manholes, and/or cathodic protection test stations) and existing non-Reclamation facilities on Reclamation's ROW (e.g., petroleum pipelines, natural gas pipelines, communications lines, powerlines, water lines, sewer lines, storm drain lines, etc.) **should be protected** in place prior to and during construction.

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[1] Aerial surveys require placing on-the-ground survey control markers.
[2] Revise per local Reclamation office and/or AOE practice.

The applicant and/or their contractor may be liable for all damages to Reclamation facilities and appurtenances as a result of construction and for any other damages or losses suffered by Reclamation or its water contractors, including power, irrigation, municipal and industrial water supply, and communication losses.

10. Trench excavation should comply with the most current Occupational Safety and Health Administration standards or Reclamation Health and Safety Standards, whichever are more stringent. Trench backfill should be placed in 4- to 6-inch lifts if hand compacted or no more than 8-inch lifts if power compacted. Trench backfill within Reclamation's ROW should be compacted to 95 percent relative compaction (ASTM D 698, Standard Proctor) (or 90 percent of ASTM D 1557). Mechanical compaction using heavy equipment (greater than 2,000 pounds) should not be used within 18 inches of the Reclamation pipeline. Flowable fill (or controlled low strength material) should be substituted for compacted pipe embedment under canals and may be used when crossing pipelines.

11. Erosion control measures, including re-vegetation, should be implemented after completing construction.

12. If existing drainage features are to be modified during construction, detailed drawings showing the proposed drainage replacement/ restoration should be submitted with the application for review and approval. The applicant is responsible for the care and handling of storm water runoff both during and after construction.

13. The applicant should not divert surface runoff[3] toward Reclamation canal or canal embankments. The 100-year storm[4] surface runoff should use detention basins outside of Reclamation's ROW. Lined drainage channels should be designed to transfer flow from the detention basins to the existing cross drainage facilities that drained the original area. Also refer to "4.4 Storm Water Cross Drainage."

14. Proposed temporary or permanent modifications to the existing cover over Reclamation pipelines should be subject to review and approval by Reclamation and/or AOE. Design parameters for roadway, parking lot, and driveway crossings over the pipe should also be subject to review and approval by Reclamation and/or AOE.

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[3] Subdivision or commercial development on the uphill side of canals that pave large areas and have large roof areas will greatly increase peak storm runoff—most city development requires retention basins. Applicants should provide the same retention basins that are required for similar development projects.

[4] Revise per Reclamation field office for specific canal if a higher storm frequency is required.

15. When a Reclamation pipeline system being crossed has pipe with an "A" cover pipe designation (less than 5 feet of earth), the applicant is to analyze the crossing to show "A" pipe load carrying capability exists to meet their carrying requirements or replace the "A" pipe with pipe of sufficient load carrying capability.

16. Reclamation's ongoing O&M activities should not be disrupted during construction. The primary or secondary operating road should be kept available for Reclamation and/or AOE use at all times.

17. Detectable warning tape may be required over below-ground utilities. Refer to "3.3 Detectable Warning Tape."

18. The points where the proposed utilities enter and exit Reclamation's ROW should be plainly and permanently marked by sign posts extending 5 feet above grade. Applicants should provide sign posts directly above their utilities and at all angle points within Reclamation's ROW. The distance between adjacent sign posts should not exceed 500 feet. Sign posts should contain the name of owner/operator, contents of the pipeline, utility identification, and emergency contact telephone number. Sign posts for angle points that lie within roads or canals should be offset and have a reference noted. The locations of the sign posts should be shown on the plans.

19. Following completion of work, applicants should provide as-built drawings of their facilities on Reclamation's ROW. Reclamation as-built drawings are to be updated by the appropriate Reclamation office and/or AOE to reflect the crossing. As-built drawings may be maintained by the AOE, but should remain accessible to Reclamation upon request.

3.3 Detectable Warning Tape

Detectable warning tape may be required over below-ground utilities situated within Reclamation's ROW and should be a minimum of 18 inches above the utility and between 18 and 30 inches below the ground surface. Warning tapes should conform to the following specifications:

a. For potable water lines, the warning tape should be a 3-inch-wide blue detectable tape imprinted with "**CAUTION BURIED POTABLE WATER LINE.**"

b. For nonpotable water lines, the warning tape should be a 3-inch-wide purple detectable tape imprinted with "**CAUTION BURIED NONPOTABLE WATER LINE.**"

c. For sewer and storm drain lines, the warning tape should be a 3-inch-wide green detectable tape imprinted with "**CAUTION BURIED (type) LINE.**"

d. For gas, oil, and steam chemical lines, the warning tape should be a 3-inch-wide yellow detectable tape imprinted with "**CAUTION BURIED (type) LINE.**"

e. For telecommunications, telephone, and television conduit(s), the warning tape should be a 3-inch-wide orange detectable tape imprinted with "**CAUTION BURIED (type) CONDUIT.**"

f. For electrical, street lighting, and traffic signal conduit(s), the warning tape should be a 3-inch-wide red detectable tape imprinted with "**CAUTION BURIED (type) CONDUIT.**"

4.0 Specific Feature Review Guidelines

4.1 Bridges

1. New bridge crossings (vehicular, pedestrian, and utility) should be perpendicular (between 70 and 90 degrees) to the centerline of the water conveyance facility and at locations approved by Reclamation and/or the AOE. Exceptions to the policy may be considered on an individual basis.

2. Public use bridges in urban areas should be spaced no closer together than 1/3 mile (about 4 blocks or 1,700 feet) apart. This is to ensure O&M operations are not overly restricted.

3. Bridge crossings should be of free span design. Consideration of any anticipated (known or ongoing) canal subsidence issues, anticipated raising of the canal lining, or anticipated increases in the canal's high water level should be made. The minimum vertical clearance between the bottom of the superstructure and the top of the canal lining should be 3 feet. For unlined canals, the vertical clearance may be measured to the high water level. If this minimum clearance is reduced by subsidence or by future Reclamation modifications to the canal lining, the minimum clearance should be re-established at the applicant's expense. The minimum horizontal clearance from the face of the abutment to the top of the canal lining should be 5 feet. For unlined canals, the horizontal clearance may be measured to the high water level.

These clearances are suggested to minimize impact on the canal section during construction and future inspections and O&M. Applicants may request to re-construct a canal section if Reclamation's operations are impacted by close construction during periods when the canal is normally unwatered. If so, vertical clearances may be reduced to 1 foot and horizontal clearance to 3 feet.

4. Canal O&M roads should intersect public roads at bridges at right angles for proper visibility. This may require the applicant to acquire additional ROW for use if the existing canal ROW is not sufficient. American Association of State Highway and Transportation Official (AASHTO) criteria for sight distances at the intersection of O&M roads and roadways at new bridges should be met to allow O&M vehicles to cross them safely.

5. Driving piles at concrete-lined canals should not be permitted. Any abutment foundation support piles, at concrete-lined canals, should be drilled and cast-in-place.

   At a minimum, the applicant's drilling and piling plan should include:

   - Drilling methods and equipment
   - Methods for preserving existing foundation material
   - Methods and equipment to determine the presence of quick soil conditions or scouring and caving
   - The proposed method for casing installation and removal if casings are used
   - Methods and equipment for accurately determining the depth of concrete and actual or theoretical volume placed

   At a minimum, the applicant's contingency plan should include:

   - Means to repair in a certain time
   - Minimum flows after event
   - Review of geotechnical conditions surrounding the pile locations
   - Assessment of how the proposed mitigations will address geotechnical conditions
   - Methods for restoring foundation material

- A list of material, equipment, and personnel with qualifications to be used during mitigation work

- A seal from a Professional Engineer on all relevant plans and drawings

6. The submitted plan drawings for the bridge should contain the following information:

    a. Superstructure, abutments, railings, embankments, and drainage, including details and sections

    b. Type of materials (concrete, steel, timber, etc.) used for different members

    c. Details of cast-in-place foundation piles, if any, on both sides of the canal

    d. The elevation of the bottom of the superstructure and the clearance between the top of the canal lining (or high water level if unlined canal) to the superstructure or bottom of deck slab, whichever is lowest

    e. Design loadings

    f. Design standards on which the bridge is based (AASHTO, etc.)

7. The calculations and specifications for the bridge should be submitted to Reclamation and/or AOE for review.

8. The right lane turn radius from the new road onto a Reclamation operating road should comply with the provisions of a 67-foot wheelbase[5] (WB-67) truck turning template in the AASHTO manual on Geometric Design of Highway and Streets.

9. Details of any proposed utilities to be attached to an existing bridge include:

    a. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

[5] The field office should adjust these provisions according to anticipated needs.

b. Utilities should be placed and anchored under bridge decks and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.

c. If an expansion joint is used in the pipeline, the joint should be placed near the bridge deck expansion joint.

d. Holes through bridge concrete or abutment and retaining walls for passage of utilities should be allowed by core drilling. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.

e. Submit calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge for Reclamation review.

f. Intermediate supports for the utility should withstand the same seismic load considerations as the bridge.

g. Load limit signs should be placed adjacent to the bridge, as required under AASHTO criteria.

h. Beam guardrails should be installed at bridges and bridge approaches, as required under AASHTO criteria.

10. The applicant will be responsible for changes to Reclamation existing ROW; bridge O&M approach roads; existing fencing, gates, and signs; and the addition of new fencing, O&M gates, cattle guards, signs, etc.

4.2 Landscaping

1. No landscaping or other changes in ground surfaces within Reclamation pipeline and canal/lateral ROW should be made without advance written permission of Reclamation through the application process. Landscaping changes may (1) limit, prevent, or hamper O&M access; (2) increase the costs of operations and maintenance of the facility; (3) impact facility reliability; or (4) create a public nuisance or liability issue.

2. Open space with natural hiking trails and walkways may be permitted if vehicle access to Reclamation pipeline and appurtenant facilities for patrol and maintenance is provided.

3. The following may apply within Reclamation's ROW:

    a. The easement may be used as a greenbelt upon Reclamation approval.

    b. Ground cover and shrubs are permitted upon Reclamation approval.

    c. Trees and vines should not be allowed. See Appendix B of *Review of Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).

4. All temporary or permanent changes in ground surfaces within Reclamation pipeline and canal ROW are considered encroaching structures and are handled as such. Earthfills and cuts on adjacent property should not encroach onto Reclamation pipeline and canal ROW. Excavations of adjacent property (even property not within Reclamation's purview) within the projection of the Reclamation embankment line may impact embankment stability and should be evaluated.

5. Permanent landscaping structures should not be allowed within the exterior limits of a Reclamation linear facility ROW (fee owned or easement).

6. Pressurized lawn and park sprinkler irrigation lines (3-inch maximum size) and isolation valves within Reclamation easements that run parallel to a Reclamation pipeline should be installed at least 15 feet from the edge of the Reclamation pipeline.

    Irrigating lawns and flower beds along canal embankments should not overwater the area or threaten the embankment stability.

4.3 Roadway Crossing

Note: This type of encroachment also includes parking areas and recreational trails.

1. The applicant should submit a grading plan as part of the application.

2. If the roadway crosses a Reclamation pipeline system that has a cover pipe designation of "A," refer to "3.2 General."

3. If the applicant intends to modify existing drainage features during construction, detailed drawings showing the proposed drainage replacement/restoration should be submitted with the application for review and approval. (Refer to "3.2 General.")

4. If the proposed roadway includes a bridge crossing over a Reclamation canal or pipeline, Reclamation and/or AOE should review and approve the vertical clearance and location of the abutments. (Refer to "4.1 Bridges.")

5. Streets, roads, or parking areas crossing Reclamation pipeline easements are permissible. All streets, roads, and parking surfaces are to be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.

6. Roadway ditch drainage should not be allowed to flow into the canal. Drainage should be retained and released in a controlled way to maintain peak discharges that are less than any peak historical runoff rate before these modifications. Applicants should direct drainage to an original sub-basin cross drainage culvert or overchute. (Refer to "3.2 General" and "4.4 Storm Water Cross Drainage.")

7. If existing roadway embankments are to be widened, the work should be conducted in accordance with the provisions of construction in the applicable State Department of Transportation (DOT) Standard Specifications.

4.4 Storm Water Cross Drainage

1. Upslope development impacts historic natural drainage volumes and peak flow rates. Development re-grades and revises drainage sub-basins. Revised ground cover from constructing roads, parking areas, and buildings may result in the need to change the cross drainage features (culverts and/or overchutes) along Reclamation canals.

2. A hydrologic study should accompany all plans that modify the existing drainage across and/or along Reclamation facilities. The study or report should show the proposed flows of the canal and the associated crossings. The drainage study or report should show that the downstream system can accept the flows without creating any flooding to properties adjacent to or downstream of the canal.

3. All drainage crossings, whether existing or proposed, should carry the peak runoff of a 100-year event while preventing any storm water from entering the canal and/or ponding against the canal embankment.

4. Urban runoff should not be allowed to enter into, or drain onto, Reclamation's land. All flows generated outside Reclamation's ROW should enter the storm drain system prior to entering Reclamation's ROW. Piped connections are preferred, but concrete-lined channels may be acceptable upon Reclamation's review.

5. The new crossing under a canal should be designed with 3 feet vertical clearance from the top of the cross drainage structure to the bottom of the canal (or liner). The structure should extend completely across Reclamation's ROW.

6. New overcrossings of the canal should have 2 feet of vertical clearance from the top of the liner and 2 feet of horizontal clearance from the support abutments to the outside edge of the canal lining. The O&M road crossing of the cross drainage structure should be structurally capable of withstanding highway-legal vehicle loadings and provide at least 1 foot of cover in the roadway.

7. Pipe crossing barriers should be installed on all pipe overcrossings.

8. All drainage flow should be discharged to a downstream storm drainage system owned, operated, and maintained by a public agency (such as a city or county) or into areas such as channels, roadways, parks, wetland basins, or other non-private lands that can accept the concentrated flows from the drainage crossing.

9. All drainage from upland property should be collected by the applicant's installed system of curbs and inlets within their property and discharged into a non-Reclamation public agency's drainage system.

10. New drainage system designs will not use ponding against the existing canal embankment for temporary detention of storm runoff that will not immediately pass through existing or new crossings.

    Proposed permanent detention facilities adjacent to Reclamation's property should include engineered fill beyond the canal ROW to provide, at a minimum, a fill-width maintenance access roadway between the canal property and the basin. The applicant shall submit a geotechnical report verifying that the canal embankments can perform as detention basin embankments. The design should provide for sufficient freeboard to contain the 100-year event within the proposed basin adjacent to Reclamation's property and shall have adequate protection from seepage and erosion.

    The ownership and related O&M of the embankments shall be the responsibility of the applicant requesting the crossing.

11. When grading operations upstream of existing canal drainage crossings are scheduled to take longer than a normal construction season to complete, temporary basins shall be installed. These temporary basins should be designed to detain the 100-year event, capture silt from the disturbed area, and meter the flows across the existing drain crossings without spilling flows into the canal.

12. Unless Reclamation specifies otherwise, the applicant should remove or plug and abandon existing drainage crossings that are not used by the development unless they are shown to provide an additional measure of safety for the canal by reducing the likelihood of spill into the canal caused by extreme runoff flows. Otherwise, these crossings should remain in place for Reclamation's benefit and will not require ownership transfer to a public agency.

    These crossings must discharge into the non-Reclamation public agency's storm drainage systems or into areas such as channels, roadways, parks, wetland basins, or other nonprivate lands that can accept the concentrated flows from the drainage crossing in the case of an extreme runoff event.

    Grading in Reclamation property should be preserved or revised to direct extreme runoff flows into these unused drainage crossings without allowing said flows to enter into the canal until the crossings reach their capacity.

4.5 Subdivision

Urban developments are reaching Reclamation's lands and ROWs. These are general guidelines for accommodating development in subdivisions (refer to "3.2 General" and "4.4 Storm Water Cross Drainage").

1. Permanent structures should not be permitted within Reclamation fee-owned linear ROWs.

2. Open space with natural hiking trails and vegetation may be allowable.

3. Where subdivision development is adjacent to a canal, fencing should include these characteristics:

    a. Temporary chain link fences must be installed prior to removing any portion of existing fences.

b. Upon completion of grading for drainage and other work, fencing should be installed along the subdivision's boundary length of the adjacent ROW plus 150 feet beyond the development's property boundary. The fence should be per project standards and at the applicant's expense.

c. The new fence should be located 1 foot outside of Reclamation's ROW. The fence location should be shown on the improvement plans.

4. Use of Reclamation pipeline easements as part of residential subdivision lots should not be allowed. Pipeline easements may be included within the subdivision greenbelt or similar use areas.

5. Drawings should include all proposed improvements (i.e., streets, utilities, landscaping, etc.) within, and adjacent to, Reclamation's ROW.

6. Trees or vines should not be allowed within a Reclamation pipeline or canal ROW. See Appendix B of *Review and Operation and Maintenance Program Field Examination Guidelines* (reproduced as appendix B at the end of these guidelines).

7. Streets, roads, or parking areas using Reclamation easements may be permissible. All streets, roads, and parking surfaces should be asphalt or other flexible pavement. Depressed curbs or driveways should be provided for Reclamation vehicular access when new roads cross Reclamation pipelines or canals.

8. Where fencing is proposed within Reclamation easements, a minimum 16-foot-wide gate should be provided for Reclamation access.

9. Pipelines containing sewage, oil, gasoline, natural gas, or hazardous materials should only cross perpendicular (between 70 and 90 degrees) to the Reclamation pipeline or canal and be installed with the necessary safety measures and separation clearance as required in "4.6 Utility Crossing."

10. Electroliers, posts, etc., should be installed at the maximum distance possible from the edge of the pipeline or canal.

11. If crossing a Reclamation pipeline system that has "A" cover pipe designation, refer to recommendations in "3.2 General."

4.6 Utility Crossing

Note: All pipelines, electrical, and communication lines and conduits are referred to as "utilities" in these guidelines.

4.6.1 Casings

The Reclamation Materials Engineering and Research Laboratory's (MERL) position is to avoid using casing pipes around metallic carrier pipelines (steel, ductile iron, cast iron, reinforced concrete, pretensioned concrete cylinder, etc.) whenever possible. The experience of the corrosion community in general is that these casings often cause corrosion-control problems. Furthermore, dielectric (plastic, fiberglass, etc.) casings, or even dielectrically coated casings, should not be used. They can shield the carrier pipe from receiving cathodic protection current.

Cathodic protection to a buried metallic pipeline is more trouble free and more certain without a casing pipe. MERL recommends relying on effective corrosion control measures on the carrier pipeline rather than relying on a casing pipe (which may shield cathodic protection current) to direct a leak away from Reclamation property.

4.6.2 Overhead Line Crossing

1. Overhead wires across Reclamation pipeline and canal ROWs should be at least 32 feet above all ground levels in the Reclamation ROW. For electrical powerlines of 69 kilovolts (kV) or higher voltage, the minimum clearance should be 40 feet plus 0.25 inch per kV of line-to-line voltage above 450 kV. In any case, the minimum clearance is to be that determined to be needed with an ambient temperature of 120 degrees Fahrenheit.

2. Reclamation has the following requirements for overhead crossings:

    a. Poles or towers should not be allowed within Reclamation's ROW.

    b. Overhead electrical and communication lines should cross perpendicular (between 70 and 90 degrees) to the centerline of the Reclamation facility.

    c. If necessary, fence grounding is to be provided for existing fence lines, especially under power transmission lines.

3. A marker warning sign should be provided that shows the clearance and electrical line voltage. The warning sign should face oncoming traffic and state, "**DANGER, HIGH VOLTAGE OVERHEAD**."

4.6.3 Utility Crossing Reclamation's Canal

Utility crossings include open ditch laterals, subsurface and surface drains, levees, and similar facilities.

General Requirements:

1. Utilities crossing Reclamation canals should be designed to cross perpendicular (between 70 and 90 degrees).

2. Pier construction in the canal for new utility crossing(s) should not be allowed. New utility crossings should be free span design.

3. Open cut crossings of Reclamation canals and ditches, when allowed, should require replacing linings to re-establish the original construction style and materials (i.e., disturbed concrete lining panels should be removed in their entirety and replaced, membrane lining and earth or concrete protective cover should be re-constructed, gravel and canal under-drainage systems should be re-established to full working order, etc.) Proposals should be submitted for approval with the crossing permit application.

4. For trench excavation and backfill requirements, refer to "3.2 General."

5. Boring and jacking of a utility through canal embankments or protective levees should not be permitted. Boring and jacking of a utility should be constructed through the embankment foundation materials. Applicants should make special design and construction considerations with bored crossings under canals containing water during construction. Among these should be using proper bentonite slurry to seal the annulus space between the utility conduit and the boring cavity from canal seepage. Refer to appendix A for more details to be considered.

   The applicant's drilling plan should cover:

   a. Drilling methods and equipment

   b. Methods for preserving existing foundation material

   c. Methods and equipment to determine the presence of quick soil conditions or scouring and caving

d. Proposed method for casing installation and removal if casings are used

e. Methods and equipment for accurately determining the depth of concrete and actual or theoretical volume placed

The applicant's contingency plan should cover:

a. Means to repair in a certain time

b. Minimum flows after event

c. Review of geotechnical conditions surrounding the pile locations

d. Assessment of how the proposed mitigations will address geotechnical conditions

e. Methods for restoring foundation material

f. List of material, equipment, and personnel with qualifications to be used during mitigation work

g. A seal from a Professional Engineer on all relevant plans and drawings

6. When horizontal directional drilling (HDD) or other trenchless methods are used, canal seepage conditions may be aggravated by the collapse of the canal foundation material into the annular void between the bore and pipe. Penetration through the top stratum of fine-grained materials may concentrate seepage at those locations. Pipe installed with trenchless methods should proceed only after completion of a comprehensive evaluation of the following:

(a) Comprehensive understanding of the subsurface soil and groundwater conditions to a minimum depth of 20 feet below the lowest pipe elevation

(b) Locations of the HDD pipe penetration entry and exit

(c) Construction procedure

(d) Allowable uplift pressures

(e) Onsite quality control and quality assurance monitoring during construction operation

(f) Grouting of the pipe annulus

(g) Backfilling of any excavated areas

(h) Repair and reinstatement of the construction staging areas

A geotechnical report should be submitted with the application for review prior to approval of the proposed utility crossing.

Directional drilling under a canal may be considered if a minimum clearance of 25 feet to the bottom of the canal lining is maintained for utilities with less than a 24-inch outside diameter. Larger utility crossings should be considered on an individual basis and may require additional clearance from the bottom of the canal lining.

7. Cut and cover constructed utilities under Reclamation canals should have a minimum cover of 36 inches when within Reclamation's ROWs. Bored construction utilities should have a minimum of 3 diameters cover.

8. Reclamation's ongoing O&M activities should not be disrupted during crossing construction. The primary or secondary operating road should be kept available for Reclamation use at all times.

9. Canal embankments should be re-built or repaired with materials and standards equal to or better than the existing embankments.

10. Drawings should be stamped and signed by a Professional Engineer and contain the following information:

    a. Canal milepost or station at each proposed crossing, utility size and location, and type of utility or material transported

    b. Maximum utility operating pressure, type of pipe, joints, wall thickness, maximum test pressure, and description of test procedures

    c. Type of sleeve/casing (when allowed) including diameter, joints, and wall thickness

    d. For utilities attached to a bridge or an overchute, details showing the structure name, superstructure, abutments, embankments, protective dikes, method of attachment, spacing of utility supports on the structure, location of other attached utilities, and structural calculations

e. Protective coatings and corrosion control measures

f. Method of handling pipeline expansion and contraction

g. Location of nearest shutoff valve on each side of the crossing

h. Location and details of thrust restraint

i. Design code(s) used for the utility crossing

j. Location, including depth, of the buried pipeline communication and control cables

k. Other existing utility easements in the immediate vicinity

Hazardous Material Carrier Requirements:

1. Pipelines carrying hazardous material or pollutants (e.g., oils, gasoline, sewage, contaminated waters, and nonpotable waters) should be designed for a reduced risk of failure in the portion within Reclamation's ROW. The design should require either:

    a. Designing the crossing pipeline with an additional 50 percent working pressure factor

    or

    b. Using secondary containment (casing pipe) for all hazardous material pipelines

2. To minimize the amount of any hazardous material entering the canal, Reclamation may require the installation of a block (gate) valve and or a check valve on each side of the canal between the ROW boundary and the embankment. When selecting the type of the valves, take into the account the flow direction and the terrain.

3. A final hazardous material spill contingency plan and an emergency response plan should be approved by Reclamation prior to start of construction.

4. A monitoring program and/or Supervisory Control and Data Acquisition System alarm may be required depending on the hazardous material transported. This applies to all "overcrossings" and "undercrossings" when the hydraulic grade line is within 60 inches of the canal liner or when local geology would promote this requirement.

Attaching Utilities to Bridges and Overchutes:

Note: Reclamation does not guarantee the long-term availability of bridges or overchutes as support devices for utility crossings because they may require structural modifications or alterations to accommodate widening, repairs, subsidence offsets, etc., to such an extent that service may be interrupted or stopped. Reclamation may determine the bridge is no longer required and may remove it. In that event, the owner/operator of each utility attached to a bridge or an overchute may be required to re-locate or permanently remove their utility at their own expense.

Specific details for attaching utilities to bridges are:

a. Utilities should not be placed on the bridge deck.

b. Anchor bolt locations should not intercept the critical reinforcing steel of the bridge.

c. Utilities should be placed and anchored under bridge decks between girders and through utility openings, if they are present. The utility should be placed off center in the utility opening, if possible, to allow for future utility additions.

d. If an expansion joint is used in the pipeline, it should be placed near the bridge deck expansion joint.

e. Holes through bridge concrete or abutment and retaining walls for passage of utilities may be allowed and should be core drilled. The annular space between the utility and core hole surface should be completely filled with an elastomeric sealant to prevent loss of material or water piping from behind the wingwalls and abutments.

f. Calculations showing the effects of the weights of the proposed utilities on the load carrying capacity of the bridge should be submitted for Reclamation review.

g. Intermediate supports for the utility should withstand the seismic conditions of the bridge.

4.6.4 Utility Crossing Reclamation's Underground Pipelines

1. The applicant should submit the procedures, excavation plans, schedules, as well as type and weight of the construction equipment to be used for crossing the Reclamation pipeline.

2. High voltage, direct current powerlines should not be permitted to encroach on the Reclamation pipeline ROW, except in unusual circumstances and with proper cathodic protection considerations.

3. For proposed metallic pipelines, refer to "5.0 Cathodic Protection Requirements."

4. For utilities crossing above or under the Reclamation pipeline, the vertical clearance between the utility and Reclamation pipeline should be a minimum of 12 inches.

5. The location of the Reclamation pipeline and the communication and control cables throughout the area of the proposed construction should be shown on the plans. Prior to Reclamation and/or AOE issuing a use authorization or consent document, the pipeline and the cable(s) should be located and exposed by potholing. The pothole locations should be shown on the drawings. The pothole elevations should be referenced to Reclamation stationing or milepost. (Refer to "3.2 General.")

6. Drawings should contain the following information:

    a. Reclamation milepost or station at each proposed crossing, pipeline size and location, and type of utility or material transported.

    b. Maximum utility operating pressure, type of pipe and joints, maximum test pressure and description of test procedures, wall thickness, and utility pipe classification.

    c. Type of sleeve/casing pipe (when allowed) including diameter, joints, and wall thickness.

    d. Protective coatings and corrosion control measures.

    e. Location of nearest shutoff valve on each side of the crossing.

    f. Location and details of thrust restraint.

    g. Design code(s) used for utility crossing.

    h. Location, including depth of the Reclamation pipeline and the communication and control cables.

    i. Other existing utility easements in the immediate vicinity.

7. Detectable warning tape may be required over trenched utilities. (Refer to "3.3 Detectable Warning Tape.")

8. For trench excavation and backfill requirements, refer to "3.2 General."

9. Embankments should not be permitted within Reclamation's ROW where underground pipeline exists.

4.6.5 Utility Crossing Under Reclamation's Roadways

1. The applicant should supply typical cross sections that show existing ground surface elevations, utility trench invert elevations, and utility details.

2. For trench excavation and backfill requirements, refer to "3.2 General."

3. Conduits with diameters up to 24 inches should be bored and jacked underneath pavements. Larger conduits may be considered on an individual basis. Pavement or road surfaces should not be cut unless an acceptable detour, if required, is approved. The cover over the conduit(s) when within Reclamation's ROWs should be a minimum of 36 inches. (Refer to "3.2 General.")

4. Unless otherwise approved, the applicant should replace existing Reclamation roads and parking surfaces that are removed or damaged by the applicant's construction activities in accordance with provisions in the latest edition of the applicable State DOT Standard Specifications.

5. If existing road embankments are to be widened, the work should be conducted in accordance with the provisions of embankment construction in the applicable State DOT Standard Specifications.

6. Detectable warning tape may be required over buried utilities. (Refer to "3.3 Detectable Warning Tape.")

5.0 CATHODIC PROTECTION REQUIREMENTS

5.1 Cathodically Protected Metallic Pipelines

Unless approved in writing by Reclamation, metallic pipelines or those containing metallic reinforcement (e.g., reinforced concrete) installed within Reclamation's ROW should have a suitable bonded dielectric coating (see "5.2 Protective Coatings for Corrosion Control") and be cathodically protected. Impressed current cathodic protection rectifiers and deep-well anode systems should not be

permitted within Reclamation facilities without prior approval from MERL's Corrosion Technology Group. All submittals should include details of the cathodic protection system (CPS) and its appurtenances.

1. All existing Reclamation cathodic protection test stations, cables running to these stations, rectifiers, anode beds, and any other appurtenances should be located prior to any grading or excavation. The test stations should be staked and flagged. The test stations, cables running to these stations, any anode beds, etc., should be suitably enclosed or protected during construction to prevent damage. No re-location or modification of the test stations, cables, anode beds, etc., is allowed without prior approval from MERL's Corrosion Technology Group.

2. Generally, the CPS to the proposed pipeline should be the sacrificial anode type unless the proposed installation continues an existing pipeline that uses impressed current type of cathodic protection.

3. A means of monitoring the effectiveness of the CPS on the proposed pipeline should be provided within Reclamation's ROWs. The number of anodes and test stations will differ with each project. Test stations should be located at every anode bed connection and should not be more than 1,000 feet apart. A test station should also be located where any metallic pipeline crosses over or under a metallic Reclamation pipeline, metallic fence, other metallic structure embedded in the ground, or comes within 20 feet of a Reclamation structure on or embedded in the ground. Both the proposed cathodically protected pipeline and the Reclamation pipeline should be monitored regularly using these test stations. Monitoring results should be reported to MERL's Corrosion Technology Group. In addition, the owner of the proposed crossing pipeline should investigate and mitigate any adverse potential shift caused by the proposed pipeline on the Reclamation pipeline. Owners of proposed crossing pipelines should return Reclamation pipelines to their original electrochemical potentials or to more benign potentials. Mitigation measures should be approved by MERL's Corrosion Technology Group. The effectiveness of mitigation measures should be confirmed in the presence of a Reclamation representative following installation.

   For those pipelines under DOT regulation, the application and monitoring of the CPS should conform to Title 49 CFR, Part 195, any special provisions of this guideline, and the provisions of NACE International RP 0169, in that order. For other pipelines, any special provisions of this guideline should take precedence, followed by the provisions of NACE RP 0169.

5.2 Protective Coatings for Corrosion Control

1. *Atmospheric Exposed Pipe*

   The coating should be a high build modified aluminum epoxy mastic primer and top coated with a high build aliphatic urethane. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

2. *Buried Pipe*

   The type of coating may vary from project to project due to geology and soil corrosivity and should be considered on an individual basis. The type of coating should be listed in the submitted plans and specifications. Information should include the surface preparation and the thickness of the coating to be applied.

REFERENCES

Application for Transportation and Utility Systems and Facilities on Federal Lands, <http://www.ntia.doc.gov/FROWsite/SF-299_2006.pdf>.

Application for Use of Reclamation Project Land and Water Surfaces, <http://www.usbr.gov/pmts/lands/>.

Bureau of Reclamation Right-of-Use Application, <http://www.usbr.gov/pmts/lands/FINAL7-2540-5-06ExpDate03312009.pdf>.

California Department of Water Resources - Encroachment Permit Guidelines.

Central Arizona Project, Reach 11 Guidelines.

GP Region Billings MT – Standard Crossing & Clearance Requirements, Utility Lines and Cables, drawing 40-600-51. The office also uses a Preliminary Project Description Form and a Special Use Permit.

NACE, International RP 0169, "Standard Recommended Practice – Control of External Corrosion on Underground or Submerged Metallic Piping Systems."

PN Region Burley ID – Overhead and underground crossing clearances.

Policy on Geometric Design of Highway and Streets, American Association of State Highway and Transportation Officials (AASHTO), Fifth Edition, 2004.

Reclamation, 2005. Preliminary drawing 103-D-1700 that provides general requirements for installation of crossings, June 2005.

Reclamation Manual, Directive and Standards LND 08-01, Land Use Authorizations, <http://www.usbr.gov/recman/lnd/lnd08-01.pdf>.

Title 29 CFR, Part 195.

U.S. Army Corps of Engineers – Engineering and Design, Design and Construction of Levees EM 1110-2-1913, 30 Apr 2000, CECW-EG Washington, DC 20314-1000.

GLOSSARY

Bored and jacked – This terminology is a general way of referring to a family of trenchless methods.

Bridge, class A – Vehicular bridge used by the public. May or may not be owned by the Bureau of Reclamation.

Consent Document Permit – Permit required across fee-owned lands.

Detention basin – An artificial flow control structure used to contain flood water for a limited period of a time, thereby providing protection for areas downstream. Detention basins provide a way to reduce storm peak flows, while retention basins hold water for an extended period of time. These basins are generally a part of a larger engineered flood water management system.

Electroliers – A branching frame, often of ornamental design, used to support electric illuminating lamps.

Pothole excavation – See potholing.

Potholing – The practice of digging test holes to expose underground utilities (e.g., cables) to determine the horizontal and vertical location of these utilities.

Trenchless methods – Procedures for installing pipe without using traditional trench cut and cover methods. These trenchless methods may be referred to as bore and jack, tunneling, horizontal directional drilling, and microtunneling, among others.

Water conveyance facility – Canal, ditch, pipeline, drain, levee, open or closed laterals, and similar facilities and their associated appurtenant features.

Appendix A

General Requirements for Installing Bored and Jacked Pipe Undercrossings

Bored and Jacked Under the Canal – This terminology is a general way of referring to a family of trenchless technologies. Similar guidance to the requirements listed below should be followed no matter what method is used for installation.

1. Installing a lone carrier pipe (without casing) is encouraged. Refer to "4.6 Utility Crossing," and "4.6.1 Casings" for information on cautions of using casings around metallic carrier pipe.

2. Plans must show carrier/casing pipe type, diameter, and thickness. Casing pipes should be steel pipe (American Water Works Association [AWWA] C-200) and have 1/4-inch minimum wall thickness. Applicants should provide the type of carrier pipe and appropriate bell dimensions for said carrier pipe to verify annular clearances.

3. When installing pipe while the canal is unwatered, a minimum of 3 pipe diameters or 60 inches of clearance (whichever is greater) between the top of the pipe and the bottom of the canal must be maintained. However, 72 inches or more clearance is recommended.

4. Provide a minimum of 3 inches of clearance between the carrier and casing pipes at all points (including bells).

5. A bulkhead or effective sealing device should be provided at both ends of each casing pipe to seal the annular space between the two pipes. Vent pipe should be included to allow ventilation and reduce the risk of condensation buildup and flooding.

6. As a result of the installation process, an annular void is usually created around the outside of the casing pipe. Provisions should be made to pressure grout or effectively seal (e.g., bentonite slurry) this void space.

7. Requirements below are provided to establish minimums for determination of the length of pipe to be installed. It is strongly recommended that pipes be installed perpendicular (between 70 and 90 degrees) to the canal alignment. Regardless, the pipe must extend completely through the Bureau of Reclamation's (Reclamation) right-of-way (ROW). Theses minimums do not relieve the applicant's engineer from performing an onsite investigation or other work to determine local conditions that may require additional pipe length.

   Jacking pit configuration, location, and length of pipe to be installed should be based on the following parameters:

   a. One operating road shall remain open to vehicular traffic at all times.

b. The minimum operating road embankment top width to be maintained during construction should be either 14 feet wide, the width of the existing embankment, or as required by Reclamation.

c. As a minimum, jacking pit excavations should not be within:

(1) A line drawn from the outside edge of the operating road embankment extended downward and away from the canal at a slope of 3/4 horizontal to 1 vertical.

(2) A line drawn from the outside edge of the top of the concrete lining extended downward and away from the canal at a slope of 1 horizontal to 1 vertical.

d. To contain the slurry during installation, jacking pits should be constructed so that natural ground or a compacted dike is entirely around the pit to an elevation at least 1 foot above the top of the canal lining.

e. All excavations should be in compliance with Occupation Safety and Health Administration regulations and Reclamation's Health and Safety Standards.

f. If the contractor elects to install shoring in the jacking pits, all shoring designs should be prepared by a Professional Engineer knowledgeable in said type of work. A copy of the shoring designs should be submitted to Reclamation.

8. Jacking pits should be backfilled with native material and mechanically compacted to 95 percent of the maximum dry density per ASTM D-698.

9. The contractors should be responsible for any damage to the canal section during the construction of a crossing, and the contractor shall repair the damage at their own expense.

10. If an emergency situation develops during construction, the contractor should immediately notify appropriate contacts with Reclamation. Reclamation must approve further work at that point.

11. The minimum distance between two jacked pipes should be 10 feet.

12. Any pressure lines installed within Reclamation's ROW must have adequate thrust restraint at bends and valves. Specified design pressures and thrust restraint calculations shall be provided to Reclamation to confirm the design configuration.

Appendix B

Guidelines – Removal of Trees and Other Vegetative Growth from Earth Dams, Dikes, and Conveyance Features

Excerpted from: Review of Operation and Maintenance Program Field Examination Guidelines

APPENDIX B

GUIDELINES
REMOVAL OF TREES AND OTHER VEGETATIVE GROWTH FROM EARTH DAMS, DIKES, AND CONVEYANCE FEATURES*

Growth of trees and other significant vegetation on or adjacent to earth dams, dikes, and conveyance features, should be prevented from becoming established for the following reasons:

1. To allow proper surveillance and inspection of the structures and adjacent areas for seepage, cracking, sinkholes, settlement, deflection, and other signs of distress.
2. To allow adequate access for normal and emergency Operation and Maintenance (O&M) activities.
3. To prevent damage to the structures due to root growth, such as shortened seepage paths through embankments; voids in embankments from decayed roots or toppled trees; expansion of cracks or joints of concrete walls, canal lining, or pipes; and plugging of perforated or open-jointed drainage pipes.
4. To discourage animal/rodent activity (by eliminating their food source and habitat), thereby preventing voids within embankments and possible shortened seepage paths.
5. To allow adequate flow-carrying capability of water conveyance channels (e.g., spillway inlet and outlet channels; open canals, laterals, and drains).

The growth of trees and potentially detrimental vegetation should be prevented during its early stages as part of the operating office or entity's normal O&M program. Early control is generally the most cost effective means of avoiding potential adverse effects on these structures from their continued growth. Control efforts may consist of applying herbicides, spraying, cutting, and/or removing the trees or undesirable vegetation.

Suggested clearance zones (areas of control) adjacent to these structures are provided within these guidelines. Concerted efforts should be made to maintain these clearance zones. However, site-specific conditions, such as landscaping, accessibility, erosion susceptibility of material in the area, type of abutment material, original construction clearance zone, right-of-way easement, etc., may influence the necessity or success of these control efforts.

Should trees and/or other significant vegetation become established, proper O&M of earth embankment dams, dikes, and conveyance features, may require their discriminate removal. During the Review of Operation and Maintenance examination for the facility or system, the examiners should use these guidelines, along with their experience and professional judgment, to evaluate the need for removal of such established growth.

If trees and other significant growth are identified by the examination team in locations delineated by these guidelines, a determination should be made regarding their need for removal. If the identified vegetation is deemed to be in location such that its existence is not considered to be detrimental and therefore does not require removal, sufficient justification should be provided during the examination and included within the associated report to support that determination.

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* Enclosure to memorandum dated April 26, 1989, from Manager, Project Operation Services Staff, to all Regional Directors, Subject: Revised Guidelines — *Removal of Trees and Other Vegetative Growth From Earth Dams, Dikes, and Conveyance Features.*

When, in the opinion of an Review of Operation and Maintenance examination team, such established growth requires removal, specific followup procedures should be addressed as part of the examination. Such procedures may include the need for right-of-way easement determination; the need for an assessment for potential environmental impacts (any impact assessments should be coordinated with designated regional or project office environmental staff); whether removal of the root system is necessary and to what extent; the method of removal and recompaction of material within the void created; and the need for any erosion stabilization measures.

National Environmental Policy Act compliance is required relative to such tree and vegetation removal. Additionally, the application of herbicides should comply with applicable provisions of the Endangered Species Act. The determination of appropriate procedures to be followed in assessing potential environmental impacts and mitigation (including those to wildlife and its habitat) will be the responsibility of each regional and/or project office. This will include the preparation of an appropriate National Environmental Policy Act document and an assessment of the need for mitigation prior to the onset of removal activities. Appropriate National Environmental Policy Act compliance may include a Categorical Exclusion Checklist, an environmental assessment followed by a Finding of No Significant Impact, or an Environmental Impact Statement.

The following guidelines and associated clearance zones should be used for all Reclamation earth dams, dikes, and conveyance features. They are not considered "policy;" rather, they are guides which should be used with reasonable judgment and practicality.

1. Trees and detrimental vegetative growth should be prevented from becoming established on the surface of all earth dam, dike, and conveyance feature embankments. A small amount of shallow-rooted vegetation may be acceptable to aid in erosion protection and slope stabilization. Mowing of grass and other small vegetation is desirable and may be necessary to allow proper surveillance of the surfaces and observation of animal/rodent activity.

2. A clearance zone of 25 feet beyond each contact (groins and toe) of earth dam embankments and dikes should be maintained of all trees and detrimental vegetation. Similarly, a clearance zone of 15 feet should be maintained beyond the outside toe of all fill sections/embankments for open canals and laterals. These clearance zones may need to be extended for seepage areas or other conditions where proper surveillance or access may be warranted.

3. Earth dam, dike, and conveyance feature (open canal and lateral) embankments have large tree growth or stumps from previously cut trees on or near them should be evaluated, usually in conjunction with an Review of Operation and Maintenance examination, for any necessary future action, (i.e., monitor, excavation and backfill, rebuild, etc.). Generally, sizable old root systems of large trees should be grubbed out and the embankment replaced and compacted to prevent the development of piping action or erosion. Likewise, any sizable voids resulting from animal/rodent burrowing activity should be filled and compacted. Seeding may be necessary for protection from surface erosion.

4. Spillway inlet and outlet channels, outlet works discharge channels, and other open conveyance channels (open canals, laterals, and drains) should be free of vegetative growth that could significantly impede water flow or reduce design capacity.

5. A clearance zone of 25 feet adjacent to all concrete structures associated with such facilities should be maintained of all trees and detrimental vegetative growth to prevent damage from root growth, to allow proper surveillance, and to allow adequate O&M access.

6. Associated cut slopes adjacent to open canals and laterals should be kept clear of vegetation which, if toppled and/or uprooted, could affect operations or O&M access.

7. For pipe conveyance systems (such as siphons, aqueducts, discharge lines, perforated or open-jointed drains, etc.), to provide O&M access and to prevent root encroachment, a clearance zone should be maintained 15 feet from each side of the pipeline. However, in some cases, farming of annual crops over pipelines may be permissible.

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AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. G.**

Meeting Date: 11/22/2022

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2239. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an intergovernmental agreement among the State of Arizona, the County of Yuma, and the City of San Luis regarding responsibilities for the 2022 Arizona Legislature appropriations under Senate Bill 1490 for Cesar Chavez Boulevard roadway improvements. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)**

SUMMARY:

The State of Arizona passed Senate Bill 1490 appropriating $33 million to the Department of Transportation to distribute to Yuma County to construct, widen, repair, and upgrade Cesar Chavez Boulevard in the City of San Luis on June 30, 2022. Yuma County, the City of San Luis, and the State of Arizona through this intergovernmental agreement agreed for the state to administer the project on behalf of the City of San Luis. ADOT will retain the appropriated funding for administrative purposes. A separate agreement between the Arizona Department of Transportation and the city will address the administration and construction management of the project.

Resolution No. 2239 reserves the city's right to revisit the indemnity provisions in the future ADOT-San Luis IGA.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2239, AS PRESENTED.

Fiscal Impact

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

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

The IGA authorizes the Arizona Department of Transportation to keep and administer the $33 million of state funds.

Attachments

Res No. 2239 IGA

Senate Bill 1490

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2239

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE STATE OF ARIZONA, THE COUNTY OF YUMA, AND THE CITY OF SAN LUIS REGARDING RESPONSIBILITIES FOR THE 2022 ARIZONA LEGISLATURE APPROPRIATION UNDER SENATE BILL 1490 FOR CESAR CHAVEZ BOULEVARD ROADWAY IMPROVEMENTS.

WHEREAS, the State of Arizona, through the Arizona Department of Transportation ("ADOT") and the City of San Luis ("City"), agreed under the October 19, 2021, Amendment No. One to the 2012 Intergovernmental Agreement that ADOT would administer federal funds for design and right-of-way acquisition for the improvement of Cesar Chavez Boulevard; and

WHEREAS, under Arizona Senate Bill 1490 ("SB 1490), the Arizona Legislature appropriated an additional $33,000.00 from the state general fund to upgrade Cesar Chavez Boulevard, and the Arizona Governor signed it into law on June 30, 2022; and

WHEREAS, ADOT, Yuma County, and the City agree that ADOT shall administer the funds for the continuity of the Cesar Chavez Boulevard improvements; and

WHEREAS, the Arizona Revised Statutes ("ARS") §§ 11-951 through 11-954, and 48-572 authorize the City to enter into this intergovernmental agreement ("IGA"); and

WHEREAS, the construction and maintenance of Cesar Chavez Boulevard will be addressed in a future intergovernmental agreement between ADOT and the City;

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

Section 1: The City, by this Resolution, approves the Intergovernmental Agreement among the State of Arizona, the County of Yuma, and the City of San Luis regarding their responsibilities for the Arizona Legislature's appropriation to improve Cesar Chavez Boulevard under SB 1490 ("IGA"); however, the City reserves the right to negotiate a different indemnity provision in the future intergovernmental agreement

between ADOT the City regarding the construction of the Cesar Chavez Boulevard improvements.

Section 2: A true copy of the intergovernmental agreement is incorporated into this resolution as though set forth again in full here.

Section 3: The IGA is identified as ADOT Contract No. 22-0008867-I and Arizona Attorney General Contract No. P0012022001652.

Section 4: The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

Section 5: If a conflict arises between the provisions of this Resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced; and this Resolution shall govern.

Section 6: If any section, subsection, paragraph, sentence clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of November 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

ADOT CAR No.: IGA 22-0008867-I
AG Contract No.: P0012022001652
Project Location/Name: Cesar Chavez Boulevard
Type of Work: Roadway Improvements
Budget Source Item No.: 2023 Legislative Appropriation

INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA,
THE CITY OF SAN LUIS
AND
YUMA COUNTY

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT"), the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the "City"), and YUMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "COUNTY"). The State, the City, and the County are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The County is empowered by A.R.S. § 11-251 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

4. Laws 2022, Fifty-fifth Legislature Second Regular Session (Senate Bill 1490), appropriated funding from the State general fund in fiscal year 2022-2023, to the State to distribute to the County to construct, widen, repair, and upgrade Cesar Chavez Boulevard in the City of San Luis. The State will administer construction, widening, repair, and upgrade of Cesar Chavez Boulevard in the City of San Luis, (the "Project") on behalf of the City. The State will retain the funding appropriated to the County for this purpose.

5. The Project construction and maintenance responsibilities will be addressed in a future intergovernmental agreement (IGA) between the City and the State.

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

    a. The sole purpose of this Agreement is to allow the State to retain the legislative funding appropriated to the County in the amount of $33,000,000.00 for the Project as described in Laws 2022, Fifty-fifth Legislature Second Regular Session (Senate Bill 1490).

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of all Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before appropriated funds are accepted, so long as the cancelling Party provides at least 30 days' prior notice to the remaining Parties. It is understood and agreed that in the event this Agreement is terminated, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. Title VI. The Parties acknowledge and will comply with Title VI of the Civil Rights Act Of 1964.

7. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

8. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

9. Inspection and Audit. The Parties shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Parties, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

10. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."

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

12. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

13. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

14. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

15. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of San Luis
Attn: Jenny Torres
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Louis, AZ 85349

928.341.8584
JTorres@sanluisaz.gov

Yuma County
Attn: Frank Sanchez
2351 W 26th Street
Yuma, AZ 85364
928.817.5120
Francisco.Sanchez@yumacountyaz.gov

For Project Administration:
Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Eulogio Vera
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Louis, AZ 85349
928.341.8577
EVera@sanluisaz.gov

Yuma County
Attn: Frank Sanchez
2351 W 26th Street
Yuma, AZ 85364
928.817.5120
Francisco.Sanchez@yumacountyaz.gov

For Financial Administration:
Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Monica Castro, Finance Director
1090 E. Union Street (in-person)
PO Box 1170 (by mail)
San Louis, AZ 85349
928.341.8553
MCastro@sanluisaz.gov

Yuma County
Attn: Finance Director
198 S Main Street
Yuma, AZ 85364
928.373.1012
Gilberto.Villegas@yumacountyaz.gov

17. Revisions to Contacts. Any revisions to the contact names and addresses above may be updated administratively by any Party and shall be in writing.

18. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this

State to enter into this Agreement and that the Agreement is in proper form is set forth below.

19. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF SAN LUIS

By _____Date_____
GERARDO SANCHEZ
Mayor

ATTEST:

By _____Date_____
SONIA CORNELIO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, the City of San Luis, and Yuma County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties to enter into this Agreement.
Approved as to Form:

By _____Date_____
City Attorney

YUMA COUNTY

By _____Date_____
MARCO A. "TONY" REYES
Chairperson Board of Supervisors

ATTEST:

By _____Date_____
IAN MCGAUGHEY
County Administrator/ Clerk of the Board

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, the City of San Luis, and Yuma County, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties to enter into this Agreement.
Approved as to Form:

By _____Date_____
MINDA M. DAVY
Deputy County Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____Date_____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

A.G. Contract No. P0012022001652 (ADOT IGA 22-0008867-I), an Agreement between public agencies, the State of Arizona, the City of San Luis, and Yuma County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, 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.

By _____Date_____
Assistant Attorney General

State of Arizona
Senate
Fifty-fifth Legislature
Second Regular Session
2022

CHAPTER 331

SENATE BILL 1490

AN ACT

APPROPRIATING MONIES TO THE DEPARTMENT OF TRANSPORTATION.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Appropriation; department of transportation; Cesar Chavez Boulevard

The sum of $33,000,000 is appropriated from the state general fund in fiscal year 2022-2023 to the department of transportation to distribute to Yuma county to construct, widen, repair and upgrade Cesar Chavez Boulevard in the city of San Luis.

APPROVED BY THE GOVERNOR JUNE 30, 2022.

FILED IN THE OFFICE OF THE SECRETARY OF STATE JUNE 30, 2022.

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. H.**

Meeting Date: 11/22/2022

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2240. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving an agreement between the city and owners of parcels in the area of County 24th Street and Avenue E to deed land for public infrastructure, superseding conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Background

As shown on the attached drawings, the rights of way that are the subject of this Development Agreement are on the North side of County 24th Street and on the West side of Avenue E.

In 2017 and 2019, this area was part of a lot split and lot tie that were not brought to the city for processing. The city would have either required a subdivision process under the city's Subdivision Regulations § 7.1 and Zoning Code § 18.70.30 or required dedication of land for infrastructure as a condition of a lot split and lot tie permission. The deeds were part of the requirements of the City Prosecutor regarding the unpermitted lot split and lot tie. Another requirement was to sign improvement and facilities district petitions. This agreement lifts the district petition requirements, but reserves the city's rights to require them during any development of the area.

The Agreement

The parcel owners will deed to the city approximately 2.913 acres for right-of-way and land for the lift station. (Please see the second attachment titled "Deed Drawings.").

The city will have staff recommend expanding the commercial zoning district to the west on Assessor's Parcel Number 227-10-002 to align with the parcel to the south to the extent that the rezoned districts have a sufficient buffer between residential and commercial use at the discretion of the Planning and Zoning Director. (Please see the last attachment titled "Stubs and Zoning Drawing." If there is no commercial development within 5 years then the zoning shall revert to residential.

Sometime in the future, when a right-of-way improvement design is completed on County 24th Street in the area of Oak Avenue, the city will construct (at the city's expense) water and wastewater stubs on the north of County 24th Street on Assessor's Parcel Number 227-10-003. The attached Stubs and Zoning Drawing shows merely a conceptual location.

Request

The owners and the staff agree to the mutual benefits and obligations in the agreement. The staff

recommends approval of Resolution No. 2240.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2240.

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):

The Agreement is an exchange. The Property Owners agree to dedicate to the city right of way and land for the lift station, approximately 2.913 acres. The City agrees to build a stub out and staff will recommend a zone change as more fully described in the agreement.

A very rough estimate at the current market is in the range of $20,000 to $30,000 to build the stubs. Considerations that offset this future cost for the City are that this agreement avoids the costs for appraisal, land purchase, court fees, and other related costs for condemnation. It is likely that road construction will start before there is development on the parcel where the stubs will go. So, this agreement avoids the damage to the future pavement that would happen to cut into the pavement to put in the stubs.

Attachments

Res No. 2240 & Agreement

Deed Drawings

Stubs & Zoning Drawing

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2240

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN AGREEMENT BETWEEN THE CITY AND THE OWNERS OF PARCELS IN THE AREA OF COUNTY 24TH STREET AND AVENUE E TO DEED LAND FOR PUBLIC INFRASTRUCTURE, SUPERSEDING CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY.

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

Section 1 The Attached Exhibit 1 including its Exhibits A, B, C, and D ("Agreement)" is incorporated into this Resolution by this reference as though set forth again in full here.

Section 2: The City approves the Agreement and accepts the property to be deeded and described in Exhibits A, B, and C for the public's use and the City's residents' benefit for infrastructure, including for roadways, utility lines, and land for a wastewater lift station.

Section 3: The Mayor, the Interim City Manager, the City Clerk, the City Attorney are authorized and directed to execute any and all documents and take steps reasonably necessary or desirable to carry out the purpose and intent of this Resolution.

Section 4: If there is a conflict between the provisions of this Resolution and any other ordinance, resolution, regulation, or policy of the City, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 5: If any section, subsection sentence, clause phrase, or a portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Resolution.

[Intentionally left blank, signature page follows]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, County of Yuma, State of Arizona, this ____ day of November 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit 1

When recorded, mail to

City Clerk
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

AGREEMENT

(Approved by Resolution No. 2240)

This agreement ("Agreement") made this ___ day of November 2022 ("Effective Date") by and between:

Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997, Border Ranches II, L.L.C. (an Arizona limited liability company), Nels Timothy Rogers (an individual) **Mailing Address** P.O. Box 1304 Yuma, Arizona 85366 ("Owners") and	City of San Luis (an Arizona municipal corporation) having its administrative offices at **Physical Address** City Hall 1090 East Union Street San Luis, Arizona **Mailing Address** P.O. Box 1170 San Luis, Arizona 85349 ("City").

The Owners and the City may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, the Owners own Assessor's Parcel Numbers ("APN") 227-10-002, 227-10-003, and 227-10-004 within the City's limits; and

B. WHEREAS, the Owners expressed a desire that the portion of APN 227-10-002 that is commercially zoned be enlarged to align on its western boundary with the western boundary of the commercial zone that crosses APN 227-10-003 as generally shown on Exhibit D; and

C. WHEREAS, the Owners have requested that the City construct water and wastewater stubs be built as shown on Exhibit D for APN 227-10-003 to facilitate the development of the Owners' real property; and

D. WHEREAS, development of the Owners' real property requires the dedication of certain right of way to the City due to increasing development in the area, public necessity is growing rapidly for public improvements in the rights of way in the area of the Owners' property; and

E. WHEREAS, to fulfill the City's need for the immediate dedication of certain rights of way required for public improvements in the area surrounding the Owners' property, the Owners agree to dedicate by deed approximately 2.913 acres for right of way and land for a wastewater lift station as described and shown in Exhibits A, B, and C under the terms and conditions of this Agreement; and

F. WHEREAS, the Owners agree to deed approximately 2.913 acres for right of way and land for a wastewater lift station as described as shown on the exhibits to the deeds in Exhibits A, B, and C;

G. WHEREAS, City Council has authorized the execution of this Agreement by Resolution No. 2240.

NOW, THEREFORE, the recitals to this Agreement are incorporated and shall constitute part of this Agreement, and in consideration of the above recitals and the mutual benefit and obligations below, the Parties agree:

AGREEMENT

ARTICLE I. DEFINITIONS

The following terms shall have the meaning set forth below whenever used in this Agreement unless the context clearly indicates otherwise:

1.01. Agreement shall mean and refer to this Agreement and Exhibits A, B, C, and D.

1.02. APN shall mean the Yuma County, Arizona Assessor's Parcel Number.

1.03. City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.04. Owners shall mean and refer to Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997, Border Ranches II, L.L.C., (an Arizona Limited Liability Company), Nels Timothy Rogers (an individual), and any successor in ownership of the Property to this Agreement.

1.05. Property shall mean and refer to the real property legally described in the Deeds of Dedication attached as Exhibits A, B, and C, which total approximately 2.913 acres.

ARTICLE II. OBLIGATION OF THE OWNERS

2.01. The Owners shall dedicate by deed the Property to the City by properly executing the Deeds of Dedication attached as Exhibits A, B, and C no later than November 22, 2022.

2.02. The Owners shall cause the deeds to the Property to be delivered to the San Luis City Clerk no later than November 22, 2022.

2.03. Failure to comply with the timely, required dedications shall cause the automatic termination of this Agreement, and the notice requirement of Article IV shall not apply.

ARTICLE III. OBLIGATIONS OF THE CITY

3.01. Upon receipt from the Owners, the City shall cause the properly executed and delivered Deeds of Dedication to be recorded with the Yuma County Recorder's office, with conformed copies being provided to the Owners.

3.02. If Owners submit a rezoning application in compliance with the rezoning requirements under the City's Zoning Code in effect when the application is made, the City agrees that the appropriate City staff will recommend approval to the Planning Commission and the City Council under San Luis City Code § 18.15.010 of a zone change from R-3 to C-2 on that portion of APN 227-10-002 to align the western boundaries of the commercial zones on APN 227-10-002 with that on APN 227-10-003 as generally depicted on the attached Exhibit D, except that the City's recommendation is contingent upon the rezoning request demonstrating that sufficient buffer can be maintained between the residential and commercial uses as determined in the sole discretion of the City's Planning and Zoning Director when the application is filed with the City.

3.03. The City agrees to build water and wastewater stubs along APN 227-10-003 on County 24th Street as generally depicted on Exhibit D. The City may invite the Owners or their successors or assigns of APN 227-10-003 to coordinate plans with the City. However, the City reserves the right to design and locate the stubs at its discretion as part of the project design phase of any construction project on County 24th Street in the area of Oak Street

3.04. Upon the Owners of the properly executed and delivered Deeds of Dedication to the City of San Luis:

A. the deed requirements of the San Luis City Prosecutor's deferred prosecution will be met,

B. the City severs the requirements to sign petitions for community facilities district and improvement districts from the deferred prosecution; however, the City reserves its right to require petitions for either community facilities districts or improvement districts as a condition with respect to any request for municipal approval of any kind with regard to use, development, or subdivision of land for APN 227-10-002, APN 227-10-003, and APN 227-10-004, including, but not limited to, general plan amendments, rezonings, lot splits, subdivision plat approvals, or building permits, and

C. the Minor General Plan Amendment Case No. 2022-0029 may be placed on a future Planning and Zoning Commission Agenda after 15 days of proper notice and a Citizen's Review meeting.

ARTICLE IV. TERM

4.01. If there is no commercial development on APN 227-10-003 by November 22, 2027, and there has been a rezone to commercial, it shall revert to R-3 residential zoning. The City will not be obligated to recommend any particular rezoning after November 22, 2026.

4.02. The City will not be obligated to provide the stubs described in Section 3.03 above, or to commit to any promise concerning rezoning, if the Owners fail to dedicate the Property as this Agreement requires.

ARTICLE V. DEFAULT

Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for five (5) business days after written notice of the reason for the delay shall constitute a default under this Agreement. If the default is of a nature that is not capable of being cured within five (5) days, the cure shall be commenced within such period and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. If a default occurs by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation or obligations of which the defaulting Party is in default and to immediately seek reimbursement from the defaulting Party of all sums expended to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting Party for the purpose of curing the default to the date such sums are paid in full. For a failure of the

Owners to deed the Property, notice is not required, and cure may include, but is not limited to, seeking condemnation of the Property through eminent domain.

ARTICLE VI. CONFLICT OF INTEREST

This Agreement is subject to the cancelation provisions under A.R.S. § 38-511 due to a conflict of interest.

ARTICLE VII. REPRESENTATIVES NOT INDIVIDUALLY LIABLE

Except for mandamus and other special actions, no City member, official, officer, or employee shall be personally liable to Owners, or any successor or assignee under any obligation of the City under the terms of this Agreement, (a) in the event of the City's default or breach or (b) for any amount which may become due to the Owners, its successors or assigns.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.01. Notice. All notices and communications provided for in this Agreement or given in connection with this Agreement shall be validly given and fully received if in writing and delivered or refused delivery by personal delivery or by major commercial delivery courier service, which requires a signature of the recipient, or by registered or certified United States Postal Service mail, return receipt requested with a signature of the recipient, postage prepaid to the addresses in the first paragraph of this Agreement. From time to time, either Party may designate in writing and deliver in a like manner a different address. Any change of address notice shall be given at least five (5) days before the date the change is to become effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit in the United States Postal Service in the manner set forth above. Notice to the City shall be to the attention of the City Manager, copy the City Attorney.

8.02. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof. No waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. No waiver and no modification shall be effective unless it is in writing and signed by the Parties and then only to the extent expressly set forth in such writing.

8.03. Amendment and Assignment. This Agreement may be amended, in whole or in part and regarding all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Owners shall provide notice of any assignment of this Agreement within ten (10) calendar days of such assignment.

8.04. Recordation. This Agreement and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owners execute such Agreement amendment or cancellation, as required by A.R.S. § 9-500.05.

8.05. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

8.06. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

8.07. Governing Law. The State of Arizona's laws shall govern this Agreement's interpretation and enforcement.

8.08. Venue. Venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. The Parties shall waive any right to object to such a venue in such legal action. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.

8.09. Attorney Fees and Costs. If either Party finds it necessary to bring any action at law, arbitration, or other proceeding against the other Party to enforce any of the terms, covenants, or conditions in this Agreement, the non-prevailing Party shall pay all reasonable costs, reasonable financial services fees, reasonable appraisal fees, and reasonable attorney's fees. If the prevailing Party secures a judgment, all such costs and fees shall be included in the judgment, set by the court and not by jury.

8.10. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

8.11. Severability. If any provision of this Agreement is declared void or unenforceable by a Court of competent jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement shall remain in full force and effect

8.12. Entire Agreement. This Agreement, including Exhibits A, B, C, and D attached, constitutes the entire agreement between the Parties. This agreement supersedes and replaces any previous understanding, oral or written, between the parties concerning Assessor's Parcel Numbers ("APN") 227-10-002, 227-10-003, and 227-10-004.

8.13. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. Owners who are an entity represent and warrant that it is duly formed and validly existing under Arizona law and that it is duly qualified to do business in Arizona and is in good standing under applicable state laws. The Owners and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing. The Owners represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the term of this Agreement.

[Intentionally left blank signature pages continue]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

State of Arizona)

) ss

County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of November 2022 by _____ authorized representative of the City of San Luis, a municipal corporation of the State of Arizona, on behalf of the City of San Luis, Arizona.

_____
Notary Public

My Commission Expires:

_____

Nels Timothy Rogers and
Martha Ruth Rogers
Joint Revocable Trust 6-19-1997

_____
Nels Timothy Rogers, Trustee

_____
Martha Ruth Rogers, Trustee

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of November 2022 by _____ authorized representative of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997 on behalf of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997.

_____
Notary Public

My Commission Expires:
_____

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of November 2022 by _____ authorized representative of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997 on behalf of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997.

_____
Notary Public

My Commission Expires:
_____

Border Ranches II, L.L.C.

_____
Nels Timothy Rogers, Manager

_____
Martha Ruth Rogers, Manager

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of November 2022 by _____ authorized representative of Border Ranches II, L.L.C. on behalf of Border Ranches II, L.L.C.

_____
Notary Public

My Commission Expires:
_____

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of November 2022 by _____ authorized representative of Border Ranches II, L.L.C. on behalf of Border Ranches II, L.L.C.

_____
Notary Public

My Commission Expires:
_____

Nels Timothy Rogers

_____

Nels Timothy Rogers, Owner

State of Arizona)
) ss
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of November 2022 by _____

_____

Notary Public

My Commission Expires:

_____

Exhibit A

When Recorded, mail to:

Sonia Cornelio
City Clerk
City of San Luis
P.O. Box 1190
San Luis, AZ 85349

DEED OF DEDICATION

We, Trustees of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997, the Grantor, the owner of land located in the County of Yuma, State of Arizona, in consideration of $1.00, the receipt of which is hereby acknowledged, does hereby, grant, bargain, sell, and convey to the City of San Luis, Arizona, ("City"), a municipal corporation of the State of Arizona, 1090 E. Union Street, City of San Luis, Yuma County, State of Arizona, Grantee, the following real property for street, road, right-of-way, and public utility purposes, bounded and described as follows, to wit:

That part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 11 South, Range 24 West, Gila and Salt River Meridian, Yuma County, Arizona, described as follows:

Corner Triangle at Avenue E and San Luis Lane

Beginning at the Northeast Corner of said Northeast Quarter of the Southeast Quarter;
Thence S0°25'37"W along the East line of said Northeast Quarter of the Southeast Quarter a distance of 40.00 feet;
Thence N89°30'24"W along a line parallel to and 40.00 feet south of the North line of said Northeast Quarter of the Southeast Quarter a distance of 89.95 feet to the to the True Point of Beginning;
Thence continuing N89°30'24"W a distance of 35.00 feet;
Thence S44°32'23"E a distance of 70.75 feet;
Thence N0°25'37"E a distance of 35.00 feet;
Thence N44°32'23"W a distance of 21.23 feet to the True Point of Beginning;

Area = 1,138 Square Feet (0.026 Acres)

And

21st Avenue

Beginning at the Northwest Corner of said Northeast Quarter of the Southeast Quarter;
Thence S0°26'09"W along the West line of said Northeast Quarter of the Southeast Quarter a distance of 40.00 feet to the to the True Point of Beginning;
Thence continuing S0°26'09"W a distance of 1280.43';
Thence S89°30'28"E along the South line of said Northeast Quarter of the Southeast Quarter a distance of 30.00 feet;
Thence N0°26'09E a distance of 1240.30 feet;
Thence N45°27'52"E a distance of 56.54 feet to a point on a line 40.00 feet south of and parallel to the North line of the Northeast Quarter of the Southeast Quarter;
Thence N89°30'24"W a distance of 70.00 feet to the True Point of Beginning;

Area = 39238 Square Feet (0.901 Acres)

Grantor above named hereby covenants to and with City, and City's successors in interest that Grantor is lawfully seized in fee simple of the above named premises, free from all encumbrances, and that Grantor and their heirs, successors, and personal representatives shall warrant and forever defend the said premises against all lawful claims and demands of all persons claiming by, and through, or under the Grantor.

In witness, we have executed this deed on the date indicated below.

Dated: _____

Grantor:

_____
Nels T. Rogers, Trustee

_____
Martha Rogers, Trustee

State of Arizona)
)SS Date of Acknowledgment _____
County of Yuma)

Acknowledgment of Martha Rogers, Trustee of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997.

This instrument was acknowledged before this date by Martha Rogers, Trustees of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997, for the principal named and in the capacity indicated.

_____
Notary Public
My commission expires: _____

State of Arizona)
)SS Date of Acknowledgment _____
County of Yuma)

Acknowledgment of Nels T. Rogers, Trustee of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997.

This instrument was acknowledged before this date by Nels T. Rogers, Trustee of the Nels Timothy Rogers and Martha Ruth Rogers Joint Revocable Trust 6-19-1997, for the principal named and in the capacity indicated.

_____
Notary Public
My commission expires: _____

This conveyance is exempt pursuant to ARS §11-1134.A.3

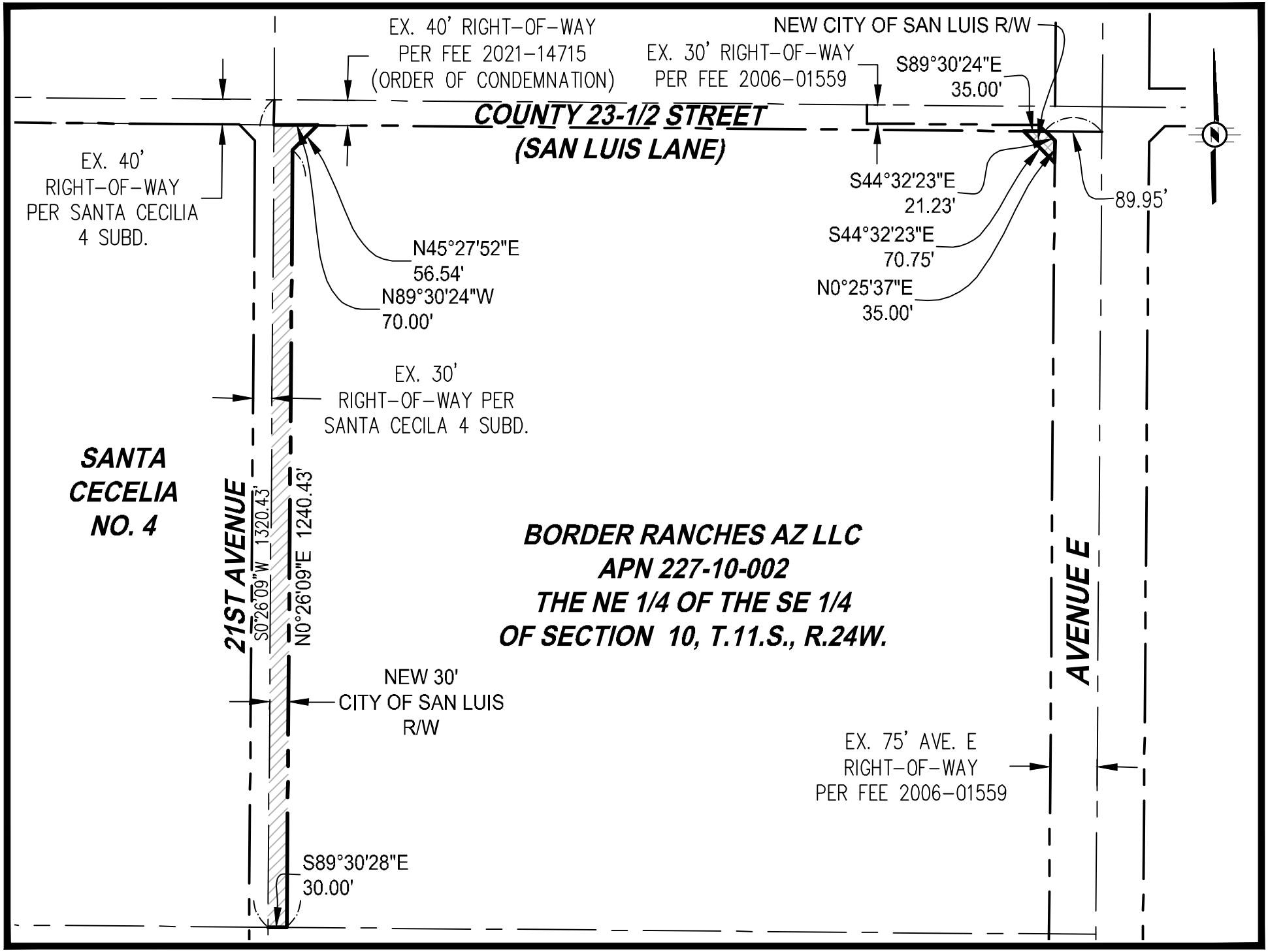

EX. 40' RIGHT-OF-WAY
PER FEE 2021-14715
(ORDER OF CONDEMNATION)
EX. 30' RIGHT-OF-WAY
PER FEE 2006-01559
NEW CITY OF SAN LUIS R/W
S89°30'24"E
35.00'
COUNTY 23-1/2 STREET
(SAN LUIS LANE)
EX. 40'
RIGHT-OF-WAY
PER SANTA CECILIA
4 SUBD.
N45°27'52"E
56.54'
N89°30'24"W
70.00'
S44°32'23"E
21.23'
S44°32'23"E
70.75'
N0°25'37"E
35.00'
89.95'
EX. 30'
RIGHT-OF-WAY PER
SANTA CECILA 4 SUBD.
SANTA
CECELIA
NO. 4
21ST AVENUE
S0°26'09"W 1320.43'
N0°26'09"E 1240.43'
BORDER RANCHES AZ LLC
APN 227-10-002
THE NE 1/4 OF THE SE 1/4
OF SECTION 10, T.11.S., R.24W.
AVENUE E
NEW 30'
CITY OF SAN LUIS
R/W
EX. 75' AVE. E
RIGHT-OF-WAY
PER FEE 2006-01559
S89°30'28"E
30.00'

Exhibit B

When Recorded, mail to:

Sonia Cornelio
City Clerk
City of San Luis
P.O. Box 1190
San Luis, AZ 85349

DEED OF DEDICATION

We, Managers of Border Ranches II L.L.C., an Arizona Limited Liability Company, doing business in Yuma County, State of Arizona, the Grantor, the owner of land located in the County of Yuma, State of Arizona, in consideration of $1.00, the receipt of which is hereby acknowledged, does hereby, grant, bargain, sell, and convey to the City of San Luis, Arizona, ("City"), a municipal corporation of the State of Arizona, 1090 E. Union Street, City of San Luis, Yuma County, State of Arizona, Grantee, the following real property for street, road, right- of-way, and public utility purposes, bounded and described as follows, to wit:

That part of the Southeast Quarter of the Southeast Quarter of Section 10, Township 11 South, Range 24 West, Gila and Salt River Meridian, Yuma County, Arizona, described as follows:

Beginning at the Southwest Quarter of said Southeast Quarter of the Southeast Quarter;
Thence N0°26'09"E along the West line of said Southeast Quarter of the Southeast Quarter a distance of 33.00 feet to the True Point of Beginning;
Thence continuing N0°26'09"E a distance of 1287.43 feet to the Northwest corner of said Southeast Quarter of the Southeast Quarter;
Thence S89°30'28"E along the North line of said Southeast Quarter of the Southeast Quarter a distance of 30.00 feet;
Thence S0°26'09"W a distance of 1225.42 feet;
Thence S44°32'11"E a distance of 56.60 feet;
Thence S89°30'32"E along a line 55 feet north and parallel to the South line of Section 10 a distance of 1100.90 feet;
Thence N45°27'33"E a distance of 106.01 feet to a point on the East Right-of-Way line of Avenue E;
Thence S0°25'37"W along the East Right-of-Way line of Avenue E a distance of 65.00 feet;
Thence S46°33'06"W a distance of 36.03 feet to a point on the existing North Right-of-Way line of County 24th Street;
Thence N89°30'32"W along a line 40 feet north and parallel to the South line of Section 10 a distance of 274.03 feet;
Thence S0°25'37"W a distance of 7.00 feet;
Thence N89°30'32"W along a line 33 feet north and parallel to the South line of Section

10 a distance of 945.91 feet to the True Point of Beginning;

Area = 66,562 Square Feet (1.529 Acres)

Grantor above named hereby covenants to and with City, and City's successors in interest that Grantor is lawfully seized in fee simple of the above named premises, free from all encumbrances, and that Grantor and their heirs, successors, and personal representatives shall warrant and forever defend the said premises against all lawful claims and demands of all persons claiming by, and through, or under the Grantor.

In witness, we have executed this deed on the date indicated below.

Dated: _____

Grantor:

_____
Nels Timothy Rogers, Manager of Border Ranches II. L.L.C.

Grantor:

_____
Martha RutheRogers, Manager of Border Ranches II. L.L.C.

State of Arizona)
)SS Date of Acknowledgment _____
County of Yuma)

Acknowledgment of Martha Rogers, Manager of Border Ranches II. L.L.C..

This instrument was acknowledged before this date by Martha Rogers, Manager of Border Ranches II. L.L.C., for the principal named and in the capacity indicated.

_____
Notary Public
My commission expires: _____

State of Arizona)
)SS Date of Acknowledgment _____
County of Yuma)

Acknowledgment of Nels Timothy Rogers, Manager of Border Ranches II. L.L.C..

This instrument was acknowledged before this date by Nels Timothy Rogers, Manager of Border Ranches II. L.L.C., for the principal named and in the capacity indicated.

_____
Notary Public
My commission expires: _____

This conveyance is exempt pursuant to ARS §11-1134.A.3

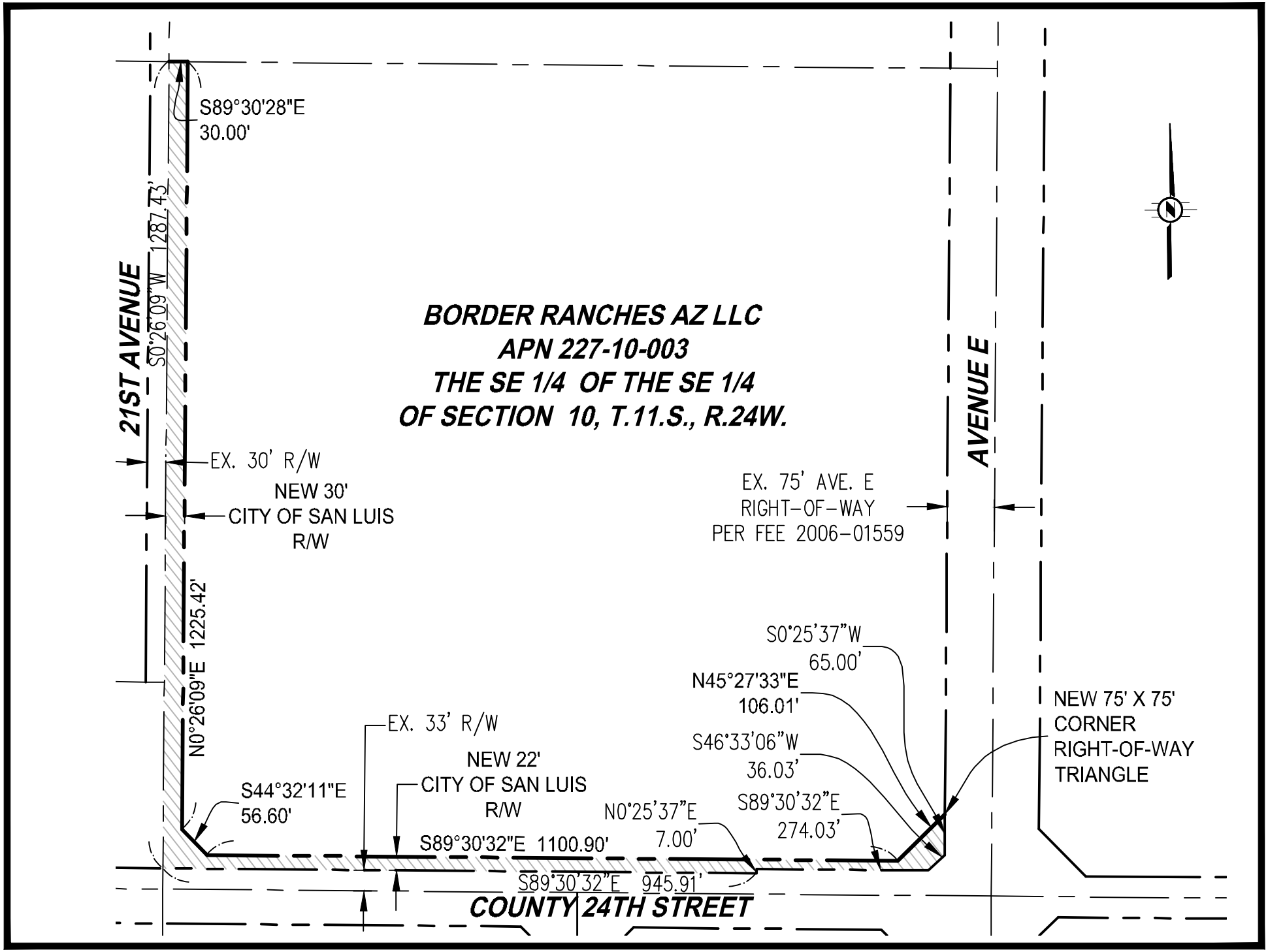

S89°30'28"E
30.00'
21ST AVENUE
S0°26'09"W 1287.43'
BORDER RANCHES AZ LLC
APN 227-10-003
THE SE 1/4 OF THE SE 1/4
OF SECTION 10, T.11.S., R.24W.
AVENUE E
EX. 30' R/W
NEW 30'
CITY OF SAN LUIS
R/W
EX. 75' AVE. E
RIGHT-OF-WAY
PER FEE 2006-01559
N0°26'09"E 1225.42'
S0°25'37"W
65.00'
N45°27'33"E
106.01'
S46°33'06"W
36.03'
NEW 75' X 75'
CORNER
RIGHT-OF-WAY
TRIANGLE
EX. 33' R/W
NEW 22'
CITY OF SAN LUIS
R/W
S44°32'11"E
56.60'
N0°25'37"E
7.00'
S89°30'32"E
274.03'
S89°30'32"E 1100.90'
S89°30'32"E 945.91'
COUNTY 24TH STREET

Exhibit C

When Recorded, mail to:

Sonia Cornelio
City Clerk
City of San Luis
P.O. Box 1190
San Luis, AZ 85349

DEED OF DEDICATION

I, Nels Timothy Rogers, the Grantor, the owner of land located in the County of Yuma, State of Arizona, in consideration of $1.00, the receipt of which is hereby acknowledged, does hereby, grant, bargain, sell, and convey to the City of San Luis, Arizona, ("City"), a municipal corporation of the State of Arizona, 1090 E. Union Street, City of San Luis, Yuma County, State of Arizona, Grantee, the following real property for street, road, right-of-way, and public utility purposes, bounded and described as follows, to wit:

That part of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 10, Township 11 South, Range 24 West, Gila and Salt River Meridian, Yuma County, Arizona, described as follows:

County 24th Street and 21st Avenue

Beginning at the Southeast Corner of said South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter;
Thence N0°26'09"W along the West line of said South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter a distance of 33.00 feet to the True Point of Beginning;
Thence continuing N0°26'09"E a distance of 297.14 feet to the Northeast corner of said South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter;
Thence N89°33'51"W along the North line of said South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter a distance of 30.00 feet;
Thence S0°26'09"W a distance of 280.11 feet;
Thence N89°30'32"W along a line parallel to and 33.00 feet north of the South line of said South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter a distance of 300.00 feet;
Thence S0°26'09"W a distance of 17.00 feet;
Thence S89°30'32"E a distance of 330.00 feet to the True Point of Beginning;

And

Existing City of San Luis Sewer Lift Station

Beginning at the Southeast Corner of said South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter;
Thence N0°26'09"W along the West line of said South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter a distance of 50.00 feet;
Thence N89°30'32"W along a line parallel to and 50.00 feet north of the South line of said South Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter a distance of 30.00 feet to the True Point of Beginning;
Thence continuing N89°30'32"W along the existing wall of the Sewer Lift Station a distance of 100.00 feet;
Thence N0°26'09"E along the existing wall of the Sewer Lift Station a distance of 70.00 feet;
Thence S89°30'32"E along the existing wall of the Sewer Lift Station a distance of 100.00 feet;
Thence S0°26'09"W along the existing wall of the Sewer Lift Station a distance of 70.00 feet to the True Point of Beginning;

Combined Area = 21,018 Square Feet (0.483 Acres)

Grantor above named hereby covenants to and with City, and City's successors in interest that Grantor is lawfully seized in fee simple of the above named premises, free from all encumbrances, and that Grantor and their heirs, successors, and personal representatives shall warrant and forever defend the said premises against all lawful claims and demands of all persons claiming by, and through, or under the Grantor.

In witness, we have executed this deed on the date indicated below.

Dated: _____

Grantor:

_____
Nels T. Rogers, Owner

State of Arizona)
)SS Date of Acknowledgment _____
County of Yuma)

Acknowledgment of Nels T. Rogers, Owner.

This instrument was acknowledged before this date by Nels T. Rogers, Owner of the above described property, for the principal named and in the capacity indicated.

_____
Notary Public
My commission expires: _____

This conveyance is exempt pursuant to ARS §11-1134.A.3

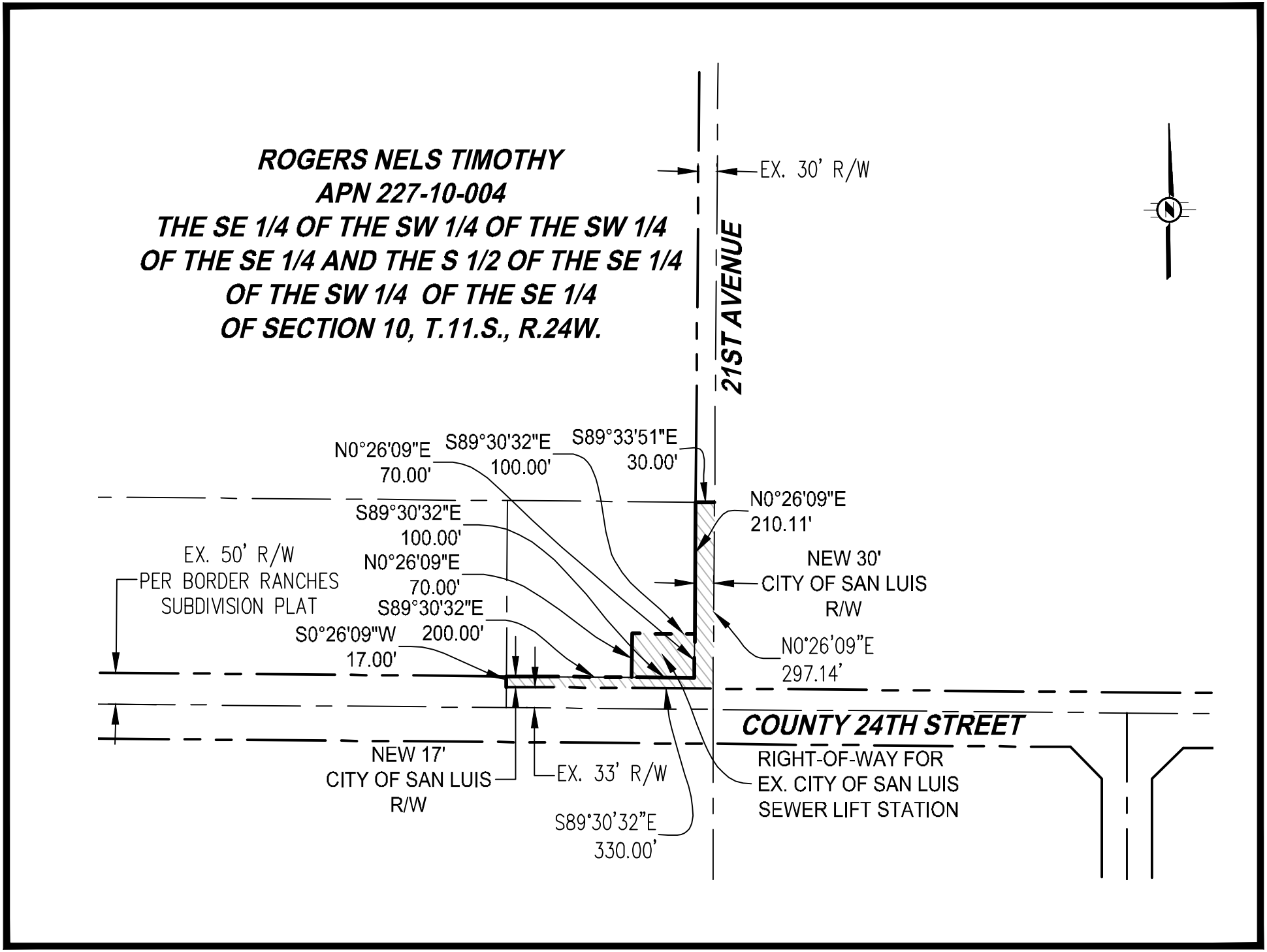
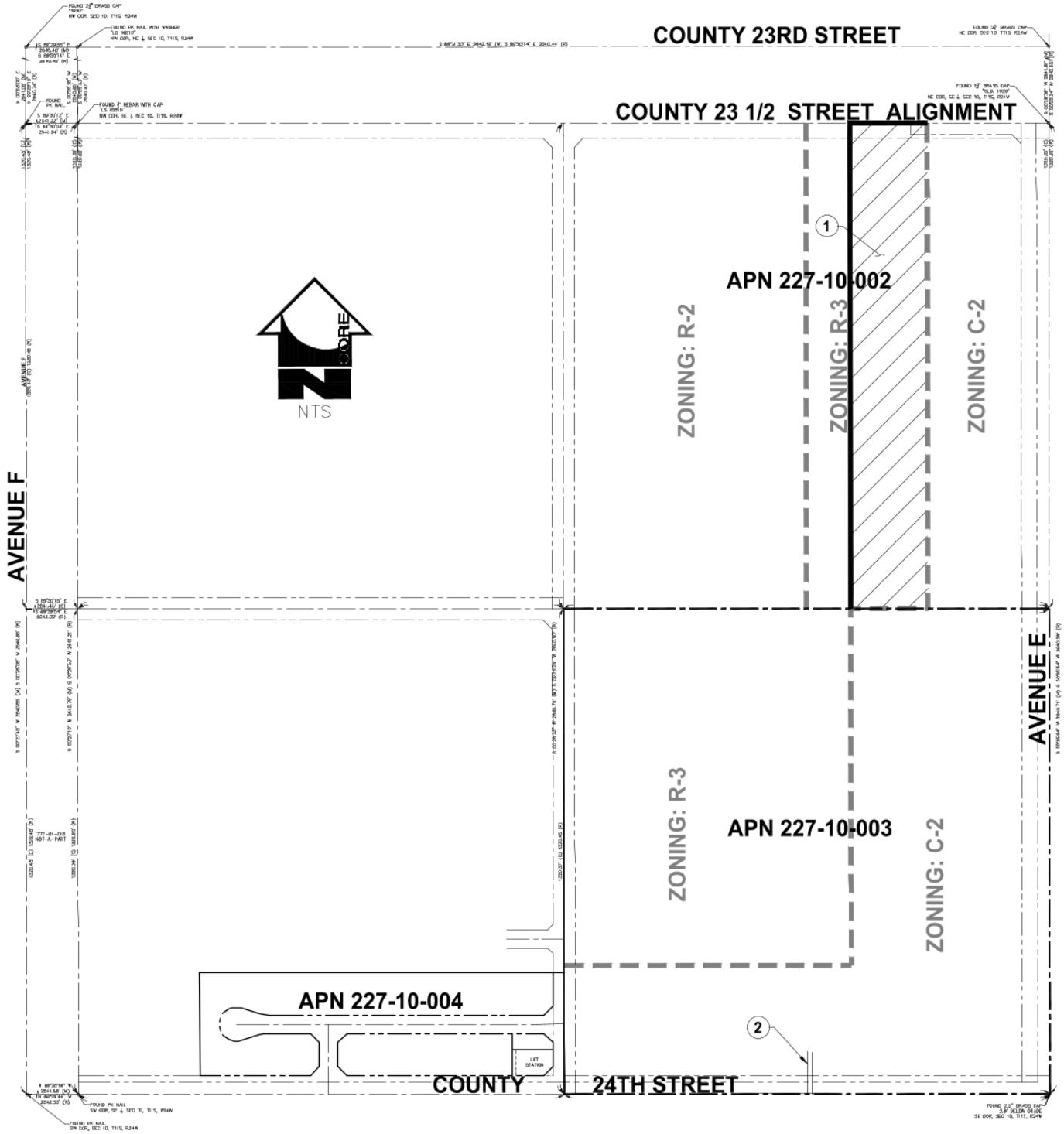

ROGERS NELS TIMOTHY
APN 227-10-004
THE SE 1/4 OF THE SW 1/4 OF THE SW 1/4
OF THE SE 1/4 AND THE S 1/2 OF THE SE 1/4
OF THE SW 1/4 OF THE SE 1/4
OF SECTION 10, T.11.S., R.24W.
EX. 30' R/W
21ST AVENUE
N0°26'09"E 70.00'
S89°30'32"E 100.00'
S89°33'51"E 30.00'
N0°26'09"E 210.11'
S89°30'32"E 100.00'
N0°26'09"E 70.00'
S89°30'32"E 200.00'
S0°26'09"W 17.00'
EX. 50' R/W
PER BORDER RANCHES
SUBDIVISION PLAT
NEW 30'
CITY OF SAN LUIS
R/W
N0°26'09"E 297.14'
COUNTY 24TH STREET
RIGHT-OF-WAY FOR
EX. CITY OF SAN LUIS
SEWER LIFT STATION
NEW 17'
CITY OF SAN LUIS
R/W
EX. 33' R/W
S89°30'32"E 330.00'

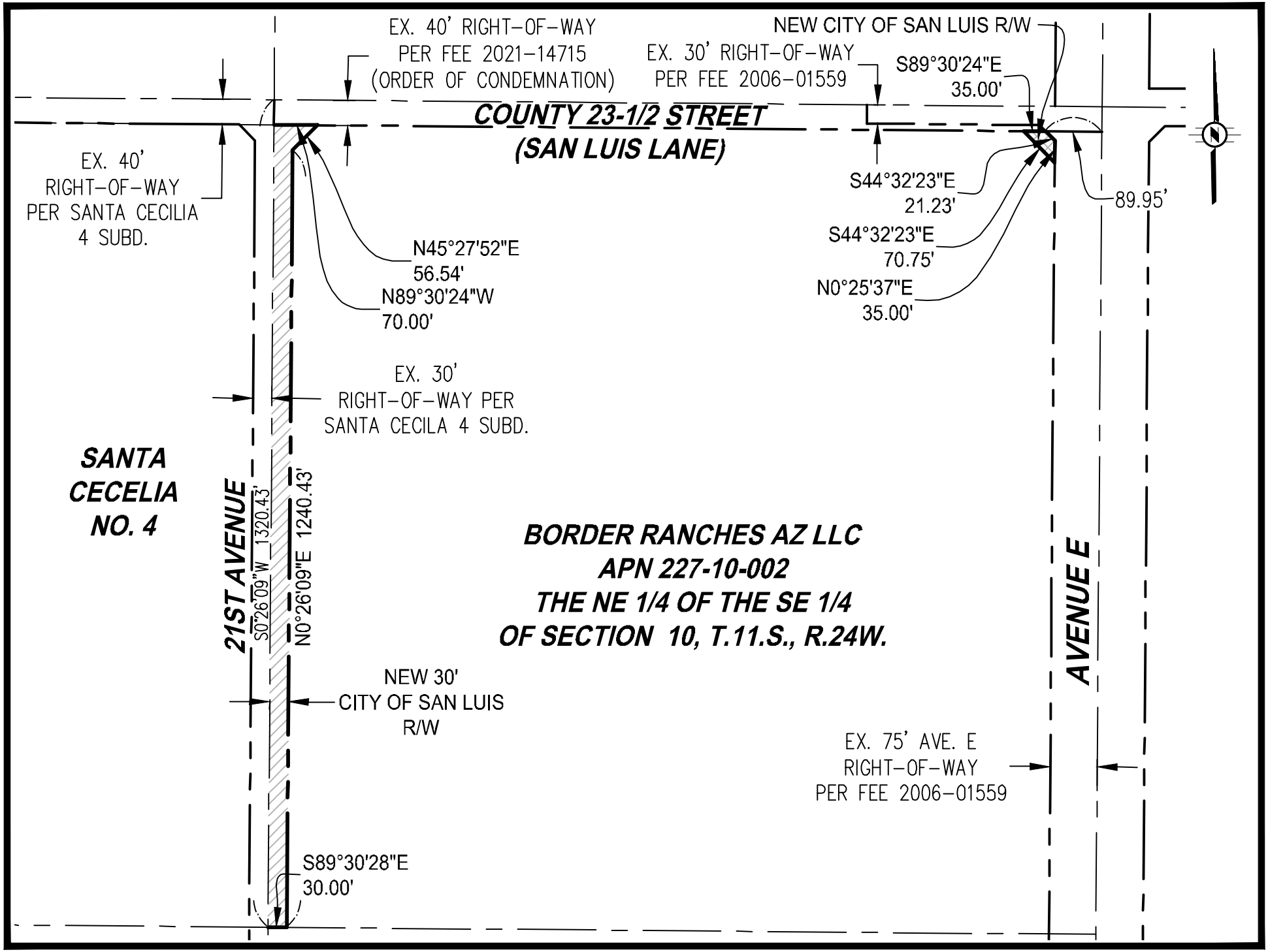
Exhibit D

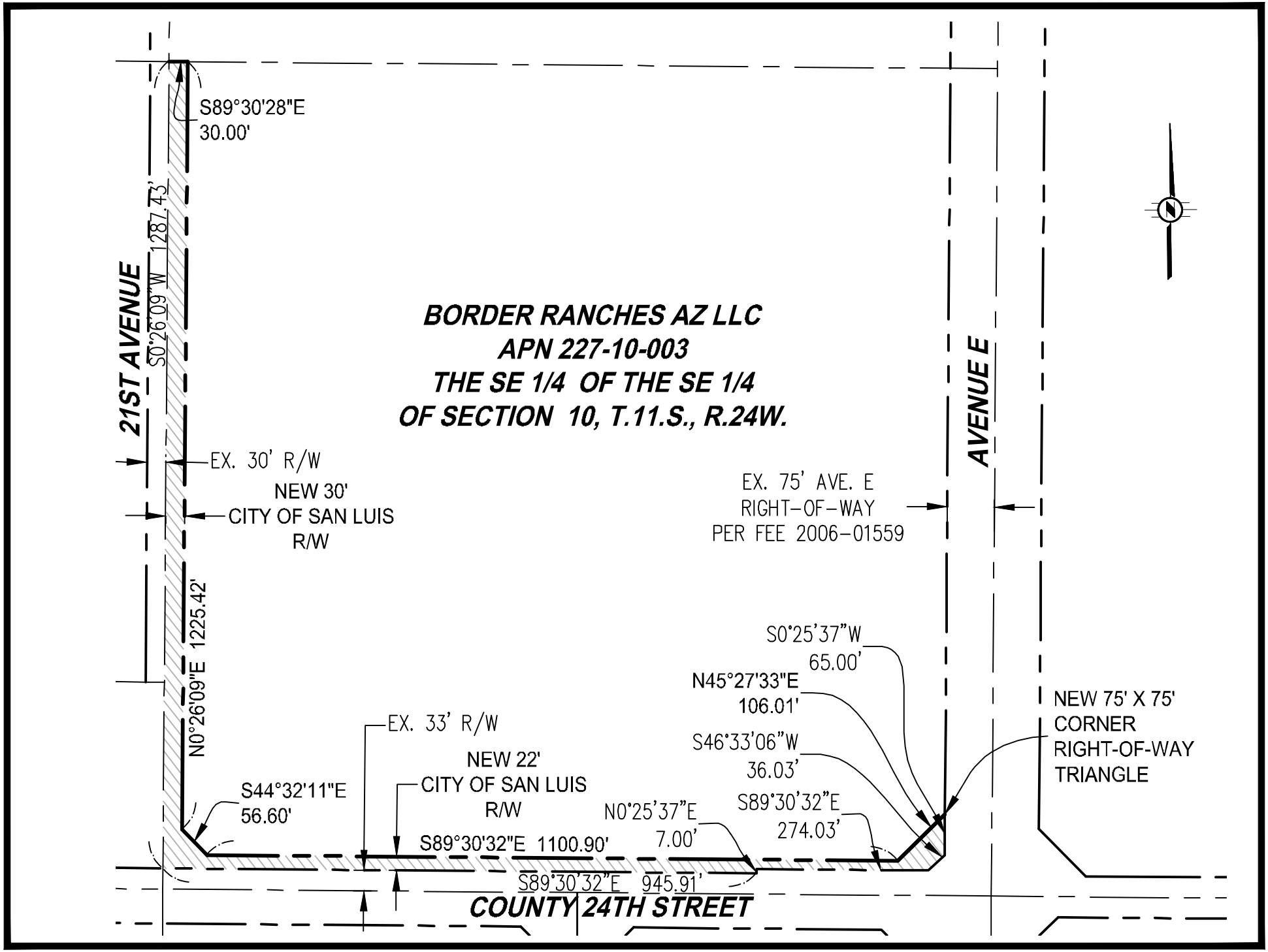
DEVELOPMENT AGREEMENT EXHIBIT



LEGEND

	ITEM NUMBER FROM LIST
CHANGE ZONING FROM R-3 TO C-2	1
PROVIDE NEW WATER AND SEWER STUB-OUTS	2


EX. 40' RIGHT-OF-WAY
PER FEE 2021-14715
(ORDER OF CONDEMNATION)
EX. 30' RIGHT-OF-WAY
PER FEE 2006-01559
NEW CITY OF SAN LUIS R/W
S89°30'24"E
35.00'
COUNTY 23-1/2 STREET
(SAN LUIS LANE)
EX. 40'
RIGHT-OF-WAY
PER SANTA CECILIA
4 SUBD.
N45°27'52"E
56.54'
N89°30'24"W
70.00'
S44°32'23"E
21.23'
S44°32'23"E
70.75'
N0°25'37"E
35.00'
89.95'
EX. 30'
RIGHT-OF-WAY PER
SANTA CECILA 4 SUBD.
SANTA
CECELIA
NO. 4
21ST AVENUE
S0°26'09"W 1320.43'
N0°26'09"E 1240.43'
BORDER RANCHES AZ LLC
APN 227-10-002
THE NE 1/4 OF THE SE 1/4
OF SECTION 10, T.11.S., R.24W.
AVENUE E
NEW 30'
CITY OF SAN LUIS
R/W
EX. 75' AVE. E
RIGHT-OF-WAY
PER FEE 2006-01559
S89°30'28"E
30.00'


S89°30'28"E
30.00'
21ST AVENUE
S0°26'09"W 1287.43'
BORDER RANCHES AZ LLC
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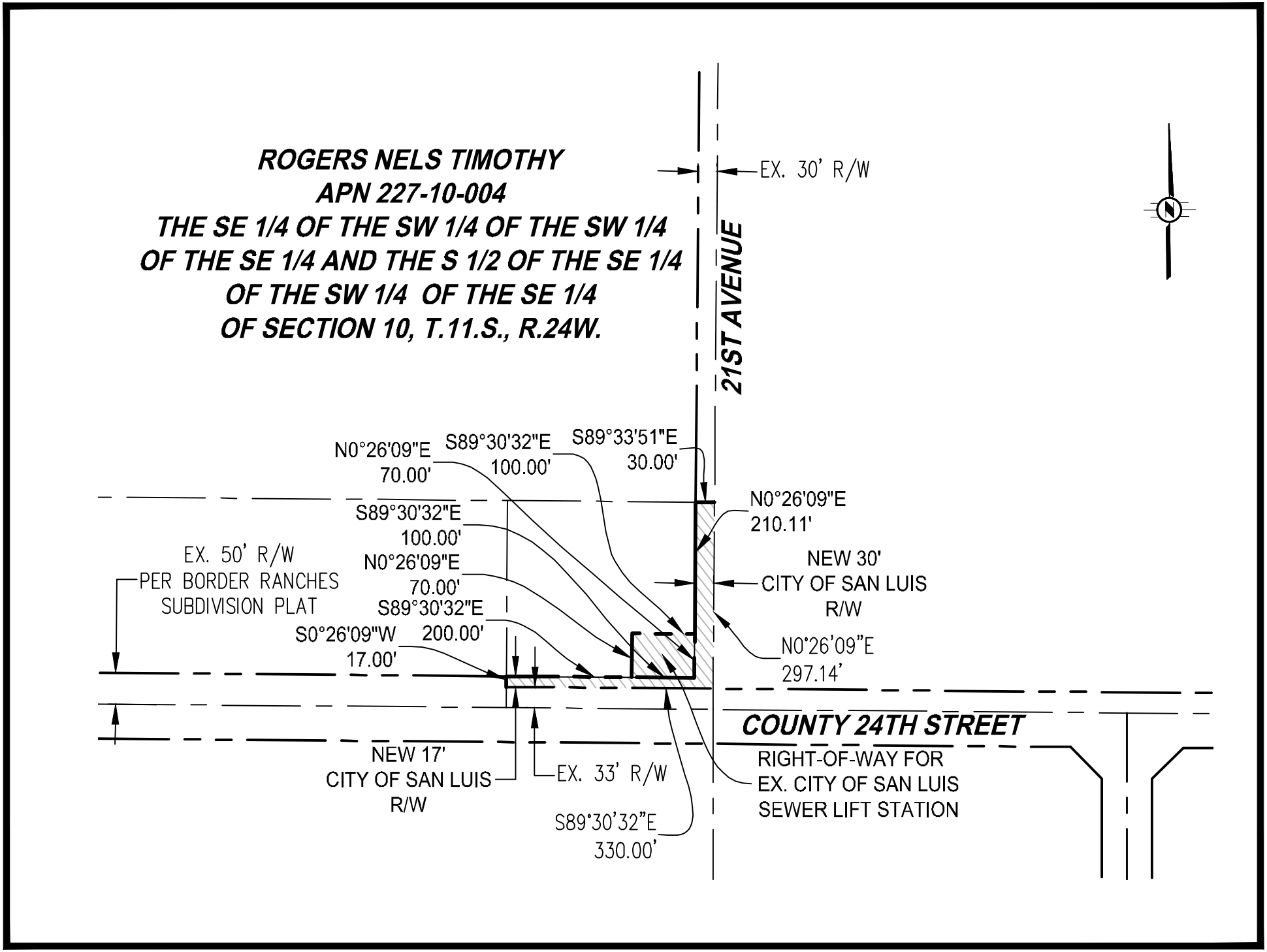
EX. 30' R/W
NEW 30'
CITY OF SAN LUIS
R/W
EX. 75' AVE. E
RIGHT-OF-WAY
PER FEE 2006-01559
N0°26'09"E 1225.42'
S0°25'37"W
65.00'
N45°27'33"E
106.01'
S46°33'06"W
36.03'
NEW 75' X 75'
CORNER
RIGHT-OF-WAY
TRIANGLE
EX. 33' R/W
NEW 22'
CITY OF SAN LUIS
R/W
S44°32'11"E
56.60'
N0°25'37"E
7.00'
S89°30'32"E
274.03'
S89°30'32"E 1100.90'
S89°30'32"E 945.91'
COUNTY 24TH STREET


ROGERS NELS TIMOTHY
APN 227-10-004
THE SE 1/4 OF THE SW 1/4 OF THE SW 1/4
OF THE SE 1/4 AND THE S 1/2 OF THE SE 1/4
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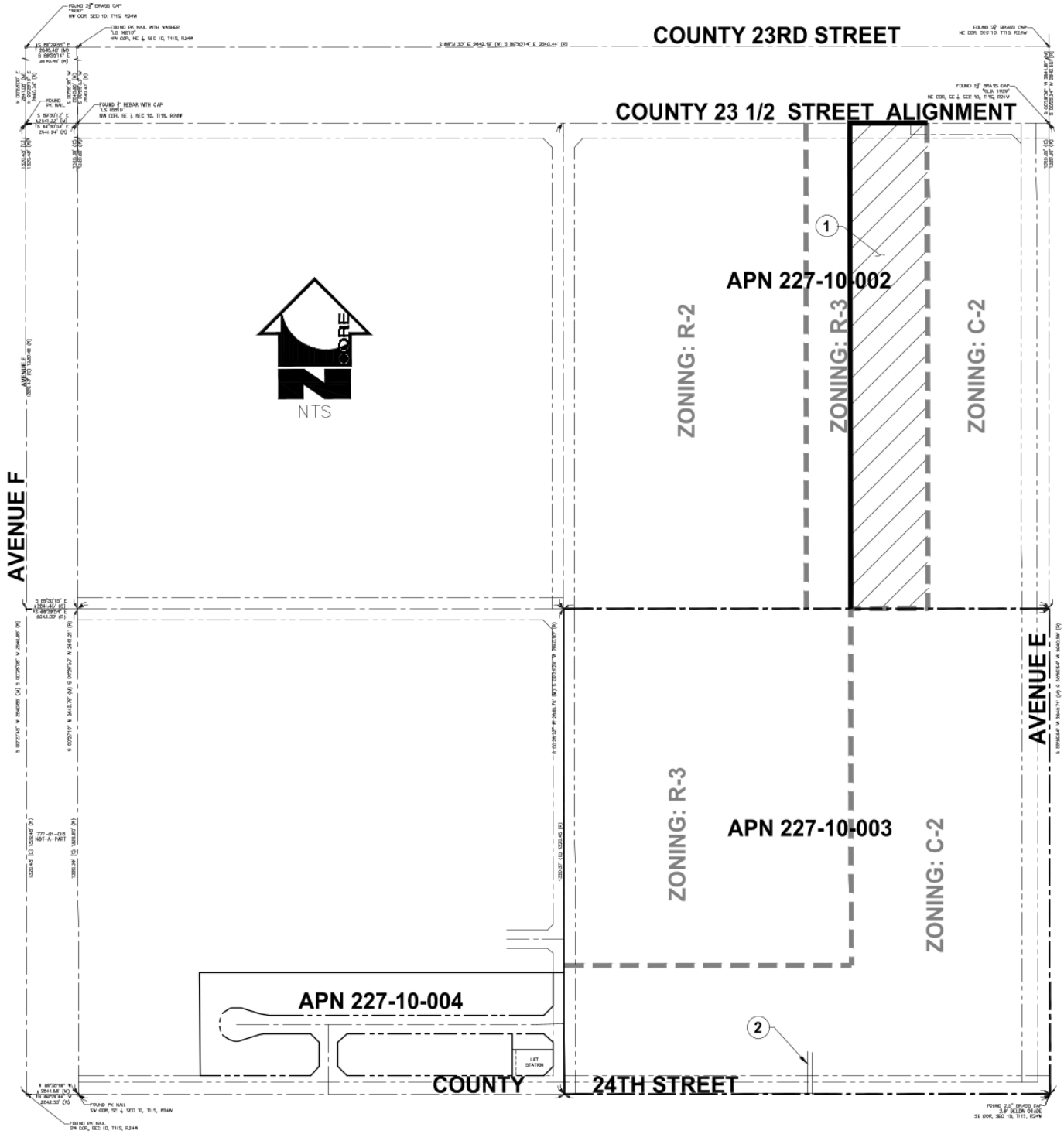
S89°30'32"E 100.00'
S89°33'51"E 30.00'
N0°26'09"E 210.11'
S89°30'32"E 100.00'
N0°26'09"E 70.00'
S89°30'32"E 200.00'
S0°26'09"W 17.00'
EX. 50' R/W
PER BORDER RANCHES
SUBDIVISION PLAT
NEW 30'
CITY OF SAN LUIS
R/W
N0°26'09"E 297.14'
COUNTY 24TH STREET
RIGHT-OF-WAY FOR
EX. CITY OF SAN LUIS
SEWER LIFT STATION
NEW 17'
CITY OF SAN LUIS
R/W
EX. 33' R/W
S89°30'32"E 330.00'

DEVELOPMENT AGREEMENT EXHIBIT



LEGEND

	ITEM NUMBER FROM LIST
CHANGE ZONING FROM R-3 TO C-2	1
PROVIDE NEW WATER AND SEWER STUB-OUTS	2