



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, July 10, 2024. 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 recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 10 de Julio del 2024. 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, Actuaría de la Ciudad

AMENDED AGENDA 7/9/2024



**AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 10, 2024
6:00 p.m.**

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.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO 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 6:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. CONSENT AGENDA

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

4. A. MINUTES OF

- Regular Council meeting held June 12, 2024

Approved

4. B. DISBURSEMENTS

From June 20, 2024 to July 2, 2024

Total \$3,339,973.12

(Three Million, Three Hundred Thirty-Nine Thousand, Nine Hundred Seventy-Three Dollars and Twelve Cents)

Approved

4. C. Discussion and possible action on any and all matters

regarding Resolution No. 2327. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with the Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit (YCAT), the regional public transportation services for the fiscal year 2024-2025; repealing conflicting provisions; and providing for severability. **(Jenny Torres,**

Approved

Assistant City Manager)

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 5. A.** Discussion and possible action on any and all matters regarding Resolution No. 2321. A resolution by the Mayor and City Council authorizing the submission and the approval local match of the commitment for the San Luis Active Paths Project Grant Application to the U.S. Department of Transportation (USDOT). **(Armando Esparza, Director of Economic Development)** **Approved**
- 5. B.** Discussion and possible action on any and all matters regarding Resolution No. 2323. A resolution of the Mayor and Council of the City of San Luis, Arizona approving an Intergovernmental Agreement (IGA) between the City of San Luis, Arizona and Yuma County for the purpose of providing a Court Interpreter Position and Services. **(Danae T. Figueroa, Magistrate)** **Approved**
- 5. C.** Discussion and possible action on any and all matters regarding Resolution No. 2324. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona, and Yuma County for the purpose of providing a Court Security Position and Services. **(Danae T. Figueroa, Magistrate)** **Approved**
- 5. D.** Discussion and possible action on any and all matters regarding Resolution No. 2325. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona, and Yuma County for the purpose of providing Field Trainer Services. **(Danae T. Figueroa, Magistrate)** **Approved**
- 5. E.** Discussion and possible action on any and all matters regarding Resolution No. 2326. A resolution of the Mayor and City Council of the City of San Luis, Arizona, that deems the grant of a gas franchise to Southwest Gas Corporation beneficial to the City of San Luis, Arizona, and submits it to the voters for the November 5, 2024, election; repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)** **Approved**
(The franchise will not be in effect until after it is approved in an election by the voters residing within San Luis, Arizona)

**6. BOARD OF ADJUSTMENT
MOTION TO ADJOURN AS CITY COUNCIL AND
CONVENE AS BOARD OF ADJUSTMENT**

6. A. Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2024-0258 - Juventina Garcia Variance. A request by Vega & Vega Engineering, on behalf of Juventina Garcia, owner, for a variance from the City of San Luis Zoning Ordinance Section 18.35.040 - Table No. 7 to reduce the minimum lot size and the minimum lot width on property located at 687 North 2nd Avenue in San Luis, Arizona.
(Jose A. Guzman, Director of Development Services)

Public Hearing Held/Approved

1. Staff Presentation
2. Open the Public Hearing
3. Call to the Public
4. Close Public Hearing
5. Action on Variance Case No. 2024-0258

**7. MOTION TO ADJOURN AS BOARD OF ADJUSTMENT
AND RECONVENE AS CITY COUNCIL**

8. SUMMARY OF CURRENT EVENTS

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

Informational Update

9. CALL TO THE PUBLIC

This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

**No Legal
Action Permitted**

10. ADJOURNMENT 6:52 P.M.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. A.

Meeting Date: 07/10/2024

Summary

MINUTES OF

- Regular Council meeting held June 12, 2024

Attachments

6/12/2024 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
June 12, 2024
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Gloria Torres
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales
Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Adriana Garcia, Human Resources Manager
Angelica Cifuentes, Purchasing Coordinator
Antonio Maldonado, Video Production Specialist
Aracely De La Hoya, Senior Services Manager
Armando Esparza, Director of Economic Development
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Fernando Corona, Director of Information Technology
Francia Alonso, Public Information Officer
Javier Gonzalez, Fire Captain
Jeremy Humphrey, Fire Battalion Chief
Joel Arizmendi, I.T. Help Desk Technician
Jorge Perez, Assistant Director of Public Works
Manuel Hernandez, Assistant Director of Public Works
Maria Sabori, Risk Manager
Melissa Lopez, Deputy City Clerk
Miguel Ramirez, Finance Accounting Manager
Nigel Reynoso, Chief of Police
Olivia Jenkins, Operations Coordinator
Roula Encinas, Acting Director of Finance
Albert Leon, Resident
Cesar Neyoy, Reporter
Cristian Cuevas, Simultaneous Translator

Damara Rodriguez, Resident
Emma Torres, Campesinos Sin Fronteras
Fabher Sanchez, Resident
James Allen Jr., Resident
Lucy Lopez, Reporter
Manuel Rojas, Resident
Mark Concha, Resident
Martha Ulloa, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Luis E. Cabrera led the Pledge of Allegiance.

3. INVOCATION

Mr. Alberto Geraldo – Preacher for Iglesia de Cristo led the invocation.

4. PROCLAMATIONS

- 4. A. Elder Abuse Awareness Day June 15, 2024**
- 4. B. Waste and Recycling Workers Week June 16-22, 2024**
- 4. C. Juneteenth Day June 19, 2024**
- 4. D. LGBTQ Pride Month June 2024**
- 4. E. Men's Health Month June 2024**
- 4. F. National Homeownership Month June 2024**
- 4. G. Post Traumatic Stress Disorder Month June 2024**

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held May 8, 2024

5. B. DISBURSEMENTS FROM MAY 16, 2024 TO JUNE 5, 2024

Total \$3,266,431.70

(Three Million, Two Hundred Sixty-Six Thousand, Four Hundred Thirty-One Dollars and Seventy Cents)

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the acceptance and approval of the Tentative Budget for Fiscal Year 2024-2025. (Roula Encinas, Acting Director of Finance)

Ms. Roula Encinas, Acting Director of Finance, presented an overview of the Tentative Budget for Fiscal Year 2024-2025. The City of San Luis is committed to prudent fiscal practices and is excited about the Fiscal Year 2025 Budget. We have a balanced budget as required by statute, a gap between revenues, and expenses covered by positive fund balances. The Fiscal Year 2025 budget is \$122.3 Million (\$122,334,360).

Council Member Matias Rosales asked for clarification on the amount being tapped into from the reserves.

Roula Encinas, Acting Director of Finance, stated that the amount is \$4.2 million.

Council Member Matias Rosales asked what amount was used last year from the reserves.

Ms. Encinas stated she did not remember the amount and did not have that information at the moment.

Council Member Maria Cecilia Cruz, asked to state the amount on the current reserves.

Ms. Encinas responded that on the General Fund, there are \$30.5 million, Highway Users \$2.4 million, Water \$25.2 million, and Waste Water \$20.9 million.

Mayor Nieves Riedel commented that the reserves' funds should be used for emergencies and was thankful for the Finance Department's conservative approach.

The PowerPoint presentation is included with the complete Agenda packet filed at the City Clerk's Office.

MOTION: Council Member Javier Vargas/Council Member Maria Cecilia Cruz to approve the tentative budget for the Fiscal Year 2024-2025 as presented. Motion passed with six (6) aye votes and one (1) nay vote by Council Member Tadeo Azael De La Hoya.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Nay
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. B. Discussion and possible action on any and all matters regarding the Mayor and Council of the City of San Luis, Arizona, approving a contract with Gadsden Elementary School District for its Marching Band's trip to London to perform in the 2025 New Year's Day Parade. (Olivia Jenkins, Operations Coordinator)

Ms. Olivia Jenkins, Operations Coordinator, regarding a presentation made by Gadsden Elementary School District on February 28, 2024, when they came in to request a contribution to perform in the New Year's Day Parade in London, England. The item was not budgeted for this year's budget because the request came in after the fiscal year budget had been prepared. She stated that funds are still available from the contribution council account and is suggesting a contribution of \$5,000.00.

Council Member Tadeo Azael De La Hoya asked if the agreement is between the school district or the marching band.

Ms. Jenkins responded that it is for the marching band, which is part of the Gadsden School District, and clarified that the money would not go to the parents.

Council Member Luis E. Cabrera asked what the total cost is for the marching band's entire trip.

Ms. Jenkins responded that the total amount was not provided; she was only provided with the number of students going on the trip.

MOTION: Vice Mayor Gloria Torres/Council Member Luis E. Cabrera to approve the contribution to the Gadsden School District No. 32 Marching Band in the amount of \$5,000.00. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. C. Discussion and possible action on any and all matters regarding the approval of the statutory partnership between Campesinos Sin Fronteras and the City of San Luis. (Armando Esparza, Director of Economic Development)

Mr. Armando Esparza, Director of Economic Development, explained the Environmental Protection Agency Community Change Grants Program. The program aims to transform disadvantaged communities into resilient, thriving areas by addressing climate challenges and reducing pollution.

Eligibility is a partnership between community-based non-profits, tribes, local governments, or educational institutions. The goal is to enhance climate resilience, minimize pollution, ensure community-driven decision-making, and promote equitable economic opportunities. The City of San Luis is in a good position to apply for this grant because the Environmental Protection Agency has identified southern border communities as a Target Investment Area. Out of the 2 billion dollars funded for this grant, a big portion of that will go to the communities on the southern border. The City of San Luis will submit a project in partnership with Campesinos Sin Fronteras and request grant funding.

Council Member Luis E. Cabrera asked if one can only apply once. He mentioned the recycling program and suggested that it be funded through that grant.

Mr. Esparza responded that one can apply again and one of the projects mentioned is recycling.

Mayor Nieves Riedel commented that resubmitting is a very good idea if it is not awarded the first time. She also mentioned that Campesinos Sin Fronteras is known for its resiliency and that it was a very good choice to partner with them.

The PowerPoint presentation is included with the complete Agenda packet filed at the City Clerk's Office.

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve the statutory partnership between the City of San Luis and Campesinos Sin Frontera to seek funding from the Community Change Grant Program from the Environmental Protection Agency. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. D. Discussion and possible action on any and all matters regarding the engagement of engineering services from PACE Advance Water Engineering, for the design of the West Wastewater Treatment Plant Expansion. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, is requesting approval mainly to engage in the design and construction of the Wastewater Treatment Plant Expansion. PACE went through a selection process, and they were the ones with the highest scores.

PACE Advance Water Engineering has actively been helping the Department of Public Works since 2020. They helped identify and evaluate different process controls that could be implemented in the expansion.

Mayor Nieves Riedel, commented that it is \$1 million more than previously discussed. It is something that needs to be done, and if the city waits, construction costs will continue to increase.

Mr. Vera added that the scope is a little over \$2 million, including the design, construction services, and the design of a force main that feeds into the wastewater treatment plant.

Council Member Luis E. Cabrera, asked if any residents tour the wastewater plant for educational purposes.

Mr. Vera responded that pre-COVID residents had toured the plant but had stopped until the recent Public Works Event.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to accept and award the successful statement of qualifications to Pacific Advanced Civil Engineering, Inc. (PACE), and approve the contract for the West Wastewater Treatment Plant Expansion design project in the amount of \$2,004,638.00 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. E. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to MGC Contractors, Inc. for the construction of the Well Site 5 - New Manganese Treatment Unit Project. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, presented and requested the award of a construction contract to MGC Contractors, Inc. for the construction of Well Site 5 – New Manganese Treatment Unit Project. He updated that they initiated the purchase of the filtration equipment, purchased the metal building that will house the filtration equipment, have completed the drilling of the well, and ordered all the electrical components, which include the service entrance, the generator, and the transfer switch for the project. The project received three (3) bids from different contractors, and MGC Contractors, Inc. was the lowest bid.

This project was budgeted for Fiscal Year 2024-2025 for \$3.2 million; the lowest bid came in at \$3.966 million. They discussed sacrificing the Well Site 3 electrical equipment upgrade project and transferring \$400,000.00 from one of the tank rehabilitations that were already scheduled.

Mayor Nieves Riedel, commented that these types of investments are needed for the residents' future. She added that it upsets her that to make this happen, other projects must be sacrificed even though all projects are needed and important. The city has to provide them with police protection, a fire department, water and sewer needs.

Mr. Vera mentioned that water and wastewater are for current and future investments, but they also have to do a lot with compliance. He added that even though construction costs have increased, many of the bidders are very competitive, even coming from out of town.

Council Member Maria Cecilia Cruz, commented that the City of San Luis is the sixth fastest-growing city in the State of Arizona. These projects cannot be stopped and need to be properly funded.

MOTION: Council Member Luis E. Cabrera/Vice Mayor Gloria Torres to accept and award the contract to MGC Contractors, Inc. for the construction of the New Manganese Treatment Unit Project at Well Site #5, not to exceed \$3,966,900.00 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. F. Discussion and possible action on any and all matters regarding the purchase of water line pipes, valves, and fittings for the utility improvements for Cesar Chavez Boulevard Project. (Jorge Perez, Assistant Director of Public Works)

Mr. Jorge Perez, Assistant Director of Public Works, is seeking approval to purchase water line pipes, valves, and fittings for the utility improvements for Cesar Chavez Boulevard Project. This is for the underground installation and relocation of water pipes. They are being proactive by finalizing the design with a consultant on the changes needed for the water and wastewater. The purchase will be made with the current fiscal year funding, which is budgeted and available. Once the full design is ready, construction is planned.

Three (3) requests for approval have been submitted for this item, including the purchase, waiving purchasing procedures, and moving funding from a wastewater account to a water account.

Mayor Nieves Riedel commented that this would be needed in the future and save the city at least 40 to 60 percent six (6) months from now.

Mr. Perez responded that the material is available and ready to be delivered within the next two (2) weeks. Two (2) quotes were requested from two (2) local vendors: Furguson and Will Nelson. They plan to purchase from Furguson, which was the lowest proposal.

MOTION: Council Member Javier Vargas/Council Member Luis E. Cabrera to approve the purchase of materials from Ferguson Waterworks in the amount of \$273,372.96, to waive formal purchasing procedures for the reason presented and the transfer of budget authority as presented in the fiscal impact of this Item. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. G. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2024-0127- KNAM Townhomes and Ordinance No. 450. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 0.44 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2) on property located at 1185 N Hidalgo Avenue; repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Development Services)

Mayor Nieves Riedel declared a conflict of interest on Item 6. G. and abstained from participating. She asked Vice Mayor Gloria Torres to take over this item.

A. Open Public Hearing

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to open the Public Hearing. Motion passed with four (6) ayes votes and one (1) abstention vote by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

1. Staff Presentation

Mr. Jose A. Guzman, Director of Development Services, mentioned this is a request by Edais Engineering on behalf of the owner, KNAM & D Construction, to rezone 0.44 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2) on property located at 1185 N. Hidalgo Avenue. The request is to allow the construction of a townhome subdivision. The proposed subdivision consists of five(5) townhomes attached and one (1) lot for retention. This item was presented to the Planning and Zoning Commission, who recommended approval with the conditions as staff presented.

The PowerPoint presentation is included with the complete Agenda packet filed at the City Clerk's Office.

Vice Mayor Gloria Torres asked if they were going to be apartments.

Mr. Jose A. Guzman, Director of Development Services, responded that the proposed plan is for five (5) townhomes will be attached and one (1) lot for retention.

Council Member Tadeo Azael De La Hoya asked if Track A exists or will it be created.

Mr. Guzman, responded that it will go through the subdivision process and it will be created.

2. Call to the public on this item

There were no comments from the public.

B. Close Public Hearing

MOTION: Council Member Javier Vargas/Council Member Luis E. Cabrera to close the Public Hearing. Motion passed with six (6) aye votes and one (1) abstention vote by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
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Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

C. Action on Ordinance No. 450 by title only

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve the reading of Ordinance No. 450 by title only. Motion passed with six (6) aye votes and one (1) abstention vote by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 450 by title only.

D. Action on Ordinance No. 450

MOTION: Council Member Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Ordinance No. 450. Motion passed with six (6) aye votes and one (1) abstention vote by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. H. Discussion and possible action on any and all matters regarding results of the Base Compensation Study. (Adela Cortez, Director of Human Resources & Kay Tilzer, Vice President for Public Sector Personnel Consultants)

Council Member Tadeo Azael De La Hoya declared a conflict of interest on Item 6. H. and abstained from participating.

Ms. Adela Cortez, Director of Human Resources, stated that during the meeting of November 21, 2023, the Council approved a transfer of funds to Human Resources to secure professional services from Public Sector Personnel Consultants to conduct a base compensation study, although the adjustments may not be implemented at the beginning of the fiscal year. Ms. Kay Tilzer, Vice President for Public Sector Personnel Consultants, will present the study results and implementations.

Ms. Kay Tilzer, Vice President for Public Sector Personnel Consultants, stated that the project goals are to develop a competitive salary plan and fiscally responsible salary administration policy. "Price" jobs to be both externally competitive and internally equitable. Also to develop a salary administration policy that is readily understood by employees and easy to administer. Initial implementation steps would be to adopt the proposed 2.5% Salary Structure, adopt a market competitiveness policy of 100%, 97.5%, or 92.5%, adopt the recommended salary ranges for the chosen market competitiveness policy, and increase employee salaries so no employee is below the proposed, new minimum. The salary plan maintenance would be to periodically refresh the market data using the city's comparators, compute the prevailing rates, confirm the desired salary competitiveness policy, adjust salary ranges based on the prevailing rates, increase all salaries to the new minimum, and determine if in range adjustments are needed to mitigate compression.

The PowerPoint presentation is included with the complete Agenda packet filed at the City Clerk's Office.

Discussion was held, and comments were made by the Mayor, City Council, and presenter.

MOTION: Council Member Luis E. Cabrera/Council Member Maria Cecilia Cruz to approve the concept of changing the pay grade structure, as presented. Motion passed with six (6) aye votes and one (1) abstention vote by Council Member Tadeo Azael De La Hoya.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Abstained
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. I. Discussion and possible action on any and all matters regarding Resolution No. 2316. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the 2023-2024 Classification and Salary Structures to create six (6) new classifications and change/amend four (4) classifications; superseding any conflicting provisions of existing regulations, policies, or

procedures; providing for severability. (Adela Cortez, Director of Human Resources)

Council Member Tadeo Azael De La Hoya declared a conflict of interest on Item 6. I. and abstained from participating.

Ms. Adela Cortez, Director of Human Resources, explained that the organizational structure is continually assessed to ensure it provides a clear framework for decision-making and resource allocation, enabling the city to operate effectively and achieve its goals. The facilities division was placed under the Administration Department during a restructuring last year. Additional research of other municipalities determined that it should be under the Public Works Department and that it is the proposal to move it this year. There are other departments that are being restructured, and reviews on classification continue to be conducted periodically. She is requesting to ratify, approve, and adopt resolution No. 2316. The changes would be effective July 1st, 2024.

Council Member Matias Rosales asked how the change would affect employees.

Ms. Cortez, responded that for the department being moved, pay rate and positions remain the same.

The PowerPoint presentation is included with the complete Agenda packet filed at the City Clerk's Office.

MOTION: Council Member Luis E. Cabrera/Council Member Maria Cecilia Cruz to ratify, approve, and adopt resolution No. 2316 as presented. Motion passed with six (6) aye votes and one (1) abstention vote by Council Member Tadeo Azael De La Hoya.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Abstained
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. J. Discussion and possible action on any and all matters regarding Ordinance No. 451. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the city code to establish a fee category for those requesting public records to obtain law enforcement video recordings. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, is requesting approval for Ordinance No. 451, which adds a new subsection to the City Code in Title 2.40.310, which establishes a one-time

fee per copy not to exceed the dollar amount permitted by law. It is charged to a person who submits a public record request to the Police Department for a copy of a video recording; this is in accordance with A.R.S. §39.127 and A.R.S. §39.129.

A. Action on the reading of Ordinance No. 451 by title only

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the reading of Ordinance No. 451 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, ready Ordinance No. 451 by title only.

B. Action on Ordinance No. 451

MOTION: Council Member Luis Cabrera/Council Member Javier Vargas to approve and adopt Ordinance No. 451, as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. K. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2317. A resolution of the Mayor and City Council of the City of San Luis, Arizona, restating, amending, and appending the public records request fee schedule to add fees for law enforcement video recordings (including body cam recordings); repealing conflicting provisions; providing for severability; and declaring an emergency. (Nigel Reynoso, Chief of Police)

A. Open Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Luis E. Cabrera to open the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

1. Staff Presentation

Mr. Nigel Reynoso, Chief of Police, stated that Resolution No. 2317, will reinstate, amend, and add public record request fees for law enforcement video recordings, including body camera recordings. Under Senate Bill 1148, it was established the approval to implement fees of \$46.00 per video hour redacted. For every hour of video, it takes approximately three (3) hours of review for transmitting, making copies, and redacting for public release. Also would like to change the commercial fee that was established in 2017, the fee was \$19.04 and would like to change it to a fee of \$23.72 per hour. There is no fee for the first hour, so this only involves the more voluminous records.

Vice Mayor Gloria Torres asked if people request video recordings.

Chief Reynoso, responded, yes, it is a tedious process, and it takes a lot of time to go through the videos and redact. The fee has increased to \$46.00.

2. Call to the Public on this item

There were no comments from the public.

B. Close the Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye

Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

C. Action on Resolution No. 2317

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to approve and adopt Resolution No. 2317. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. L. Discussion and possible action on any and all matters regarding Resolution No. 2318. A resolution of the Mayor and City Council of the City of San Luis, Arizona, initiating procedures for an Alternative Expenditure Limitation (also known as the Home Rule Option) by adopting a notice of public hearings, establishing a deadline for submission of pro and con statements for the November 5, 2024, General Election ballot; and declaring an emergency. (Sonia Cornelio, City Clerk)

(6 votes in favor are required in order to pass immediately as an emergency measure per A.R.S. § 19-142)

Mrs. Sonia Cornelio, City Clerk, stated that on February 14th, 2024, through Resolution No. 2303, the City Council ordered a General Election to be held on November 5th, 2024; however, it did not include the Alternative Expenditure Limitation or the Home Rule Option nor the deadline for pro and con statements to appear on the ballot for the General Election.

Resolution No. 2318 allows the City Council to start the process of the Home Rule Option, which requires two (2) public hearings and establishing a deadline for the submission of arguments in favor of or against the measure. If the resolution is approved by the City Council, the Home Rule Option measure will be added to appear on the ballot for the General Election. The dates of the two (2) public hearings and the deadline for the pro and con statements must be published for two (2) consecutive weeks as required by the Arizona Revised Statute and the San Luis City Code, which also requires that the resolutions are not operative until 30 days after passage by the City Council. There are not 30 days between this Council Meeting and June 21st; therefore, the City Council would need to pass the resolution as an emergency, so that the effective date would be sooner than the 30-day effective date on resolutions. The law does allow for the sooner passage of the measures necessary due to an

emergency. On May 22, 2024, Council Meeting Resolution No. 2309 proposed the same action to start the process for the home rule; however, the item did not pass as an emergency, and the proposed dates for the publication of the notice would not work. Staff is presenting this item again for your consideration.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve and adopt Resolution No. 2318 and declare an emergency. Motion passed with six (6) aye votes and one (1) nay vote by Mayor Nieves Riedel. The vote was as follows:

Mayor Nieves Riedel	Nay
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. SUMMARY OF CURRENT EVENTS

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

Mayor Nieves Riedel informed the public that Yuma County published a notice that they would increase property taxes and invited the residents of San Luis, Arizona, to participate.

Mrs. Sonia Cornelio, City Clerk, read the notice.

Ms. Angelica Roldan, introduced Ms. San Luis 2024, Tamara Rodriguez. Her platform is mental balance and medical issues, and her first official appearance will be at the 4th of July Freedom Celebration.

Ms. San Luis Tamara Rodriguez thanked everyone for the opportunity to represent the City of San Luis and promote her platform.

Council Member Matias Rosales informed that Ms. Jenny Torres, Acting City Manager, and himself were part of the state's trust auction. Nobody bid against the City of San Luis and was able to acquire the parcel to the west of City Hall. The parcel between the Police Station and Fourth Avenue now belongs to the City of San Luis.

Mayor Nieves Riedel thanked the Acting City Manager for believing in this project. Even though there aren't any funds to build anything, the City of San Luis is preparing for the future.

Council Member Maria Cecilia Cruz, reported that at the YMPO Executive Board meeting, it was announced that there will be a \$500,000.00 grant. The YMPO will pay

for a \$1000.00 local match. The grant is to prevent roadway deaths and serious injuries. Cities and counties will be responsible for applying for that grant.

Council Member Luis E. Cabrera attended the Graduation Ceremony at Arizona Western College. Some familiar faces, like interns and staff, graduated. He is happy to see that Latinos are contributing to the positive statistics and thriving in the workforce and education.

8. CALL TO THE PUBLIC

Mr. Fabher Sanchez, 3779 E. San Gabriel Street invited all the residents who had a campaign against the property taxes for the City of San Luis to do the same against the Yuma County tax increase. He added that if they did not campaign against the Yuma County property tax, that would prove that it was against Mayor Riedel. The tax increase will not benefit the residents of San Luis as Proposition 422 would have.

Mr. James Allen Jr. retired United States Navy, 1549 E. Babbit Lane, stated his response to the lies voiced in front of the council. He established a committee so the people would read and be educated before voting. The people in San Luis, Arizona, gave their reply. He encourages people to make an educated guess. He is running for council in San Luis, Arizona, not for propaganda but to be the voice of the people who feel disenfranchised because of what goes on every day in the community.

Ms. Beatriz Sanchez chose not to disclose her address due to privacy matters. She discussed minimum wage, unpaid wages, education, and security. She stated that she has tried to speak with the mayor and other staff, but they have refused.

9. ADJOURNMENT

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to adjourn the Regular Council meeting at approximately 8:31 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Gloria Torres	Aye
Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, 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 June 12, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. B.

Meeting Date: 07/10/2024

Summary

DISBURSEMENTS

From June 20, 2024 to July 2, 2024

Total \$3,339,973.12

(Three Million, Three Hundred Thirty-Nine Thousand, Nine Hundred Seventy-Three Dollars and Twelve Cents)

Attachments

Disbursements



City of San Luis

Finance Department

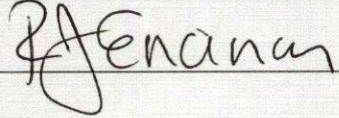
COUNCIL MEETING JULY 10, 2024
Disbursement Report from 06/20/2024 TO 07/02/2024

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	06/21/2024	\$ 644,227.54	Schedule A
Payroll Check Account	06/21/2024	\$ 487,539.35	Schedule B
Accounts Payable Check Account	06/28/2024	\$ 2,208,206.23	Schedule C

Total Disbursements: \$ 3,339,973.12

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: 

Verified by Finance: 

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2024 JUL -3 A 8:45

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 6/17/2024 - To Payment Date: 6/21/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
109230	06/17/2024	Open			Accounts Payable	VARGAS, JAVIER	\$323.20	\$323.20	\$0.00
109231	06/17/2024	Open			Accounts Payable	MAHON, AMANDA	\$118.00	\$118.00	\$0.00
109232	06/17/2024	Open			Accounts Payable	YEPEZ ENTERPRISES LLC	\$6,503.82	\$6,503.82	\$0.00
109233	06/20/2024	Open			Utility Management	SAM GROUP INVESTMENT	\$9,626.16	\$9,626.16	\$0.00
109234	06/20/2024	Open			Refund	PARTNERSHIP			
					Utility Management	SAM GROUP INVESTMENT	\$1,127.88	\$1,127.88	\$0.00
					Refund	PARTNERSHIP			
109235	06/20/2024	Open			Accounts Payable	FOP/ALC	\$420.00	\$420.00	\$0.00
109236	06/20/2024	Open			Accounts Payable	SAN LUIS POLICE OFFICERS	\$520.00	\$520.00	\$0.00
						ASSOC			
109237	06/20/2024	Open			Accounts Payable	SUPPORT PAYMENT	\$3,203.51	\$3,203.51	\$0.00
						CLEARINGHOUSE			
109238	06/20/2024	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY	\$14.00	\$14.00	\$0.00
						INC.			
109239	06/20/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS	\$134.00		
						ASSOC			
109240	06/20/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-	\$1,605.00		
						IAFF			
109241	06/21/2024	Open			Accounts Payable	AIRGAS USA LLC	\$633.69	\$633.69	\$0.00
109242	06/21/2024	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO	\$270.00		
						SALES			
109243	06/21/2024	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$225.60	\$225.60	\$0.00
109244	06/21/2024	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$751.23		
109245	06/21/2024	Open			Accounts Payable	CELAYA, PAULA	\$175.00		
109246	06/21/2024	Open			Accounts Payable	CENTURYLINK	\$5,831.22	\$5,831.22	\$0.00
109247	06/21/2024	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW	\$180.00	\$180.00	\$0.00
						TINTING, LLC			
109248	06/21/2024	Open			Accounts Payable	COIN SECURITY SYSTEMS INC.	\$39.56		
109249	06/21/2024	Open			Accounts Payable	CRAIG BRODY LLC	\$1,800.00		
109250	06/21/2024	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$457.80	\$457.80	\$0.00
109251	06/21/2024	Open			Accounts Payable	EMPIRE MACHINERY	\$1,385.50	\$1,385.50	\$0.00
109252	06/21/2024	Open			Accounts Payable	FACTOR SALES, INC.	\$315.53	\$315.53	\$0.00
109253	06/21/2024	Open			Accounts Payable	FERGUSON WATERWORKS	\$2,138.32	\$2,138.32	\$0.00
109254	06/21/2024	Open			Accounts Payable	FLORES, ELVIS, N	\$151.77	\$151.77	\$0.00
109255	06/21/2024	Open			Accounts Payable	FONROCHE LIGHTING AMERICA	\$54,512.00		
						INC			
109256	06/21/2024	Open			Accounts Payable	GARCIA, JESUS	\$36.00		
109257	06/21/2024	Open			Accounts Payable	GARCIA, PABLO	\$300.00	\$300.00	\$0.00
109258	06/21/2024	Open			Accounts Payable	GONZALEZ, MARLENY	\$209.00	\$209.00	\$0.00
109259	06/21/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$519.79	\$519.79	\$0.00
109260	06/21/2024	Open			Accounts Payable	HOWMEDICA OSTEONICS CORP	\$2,521.92	\$2,521.92	\$0.00
109261	06/21/2024	Open			Accounts Payable	IMPERIAL PIPE AND STEEL	\$5,484.31	\$5,484.31	\$0.00
						SUPPLY			
109262	06/21/2024	Open			Accounts Payable	IPS GROUP INC	\$439.42	\$439.42	\$0.00
109263	06/21/2024	Open			Accounts Payable	ISCA, INC	\$10,361.75	\$10,361.75	\$0.00
109264	06/21/2024	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$48.00	\$48.00	\$0.00
109265	06/21/2024	Open			Accounts Payable	LOWE'S HIW, INC.	\$2,847.07		
109266	06/21/2024	Open			Accounts Payable	LUNA, CYNTHIA	\$200.00		
109267	06/21/2024	Open			Accounts Payable	MCCROMETER, INC.	\$1,231.00		

SANCHEZ R

Payment Register

From Payment Date: 6/17/2024 - To Payment Date: 6/21/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
109268	06/21/2024	Open			Accounts Payable	NAVA, FERNANDO	\$350.00		
109269	06/21/2024	Open			Accounts Payable	NEGRETE, JOSE, A	\$12,259.58	\$12,259.58	\$0.00
109270	06/21/2024	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$13,589.61	\$13,589.61	\$0.00
109271	06/21/2024	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$980.12	\$980.12	\$0.00
109272	06/21/2024	Open			Accounts Payable	PROVERBS 31 HOME	\$500.00	\$500.00	\$0.00
109273	06/21/2024	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	\$36.00	\$36.00	\$0.00
109274	06/21/2024	Open			Accounts Payable	RAMIREZ, FELIPE	\$156.00	\$156.00	\$0.00
109275	06/21/2024	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$150.00	\$150.00	\$0.00
109276	06/21/2024	Open			Accounts Payable	REYES, BERNARDO	\$500.00	\$500.00	\$0.00
109277	06/21/2024	Open			Accounts Payable	RIVAS, FRANCISCO, OSWALDO	\$375.00	\$375.00	\$0.00
109278	06/21/2024	Open			Accounts Payable	RIVAS TOOL ENTERPRISES LLC	\$1,282.80	\$1,282.80	\$0.00
109279	06/21/2024	Open			Accounts Payable	ROCHA BROTHERS CONSTRUCTION LLC	\$2,354.00	\$2,354.00	\$0.00
109280	06/21/2024	Open			Accounts Payable	SOLORZANO, PEDRO	\$137.50	\$137.50	\$0.00
109281	06/21/2024	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$36,150.17		
109282	06/21/2024	Open			Accounts Payable	TEK TIME SYSTEMS INC.	\$1,432.70		
109283	06/21/2024	Open			Accounts Payable	TOWN OF QUARTZSITE	\$50.00	\$50.00	\$0.00
109284	06/21/2024	Open			Accounts Payable	TRACE ANALYTICS LLC	\$547.00		
109285	06/21/2024	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$8,120.26	\$8,120.26	\$0.00
109286	06/21/2024	Open			Accounts Payable	US POST MASTER	\$2,615.75		
109287	06/21/2024	Open			Accounts Payable	VISUALCRAFT SIGNS & WRAPS LLC	\$410.29	\$410.29	\$0.00
109288	06/21/2024	Open			Accounts Payable	XEROX CORPORATION	\$1,290.05	\$1,290.05	\$0.00
109289	06/21/2024	Open			Accounts Payable	ZARAGOZA, JOSE	\$209.00	\$209.00	\$0.00
109290	06/21/2024	Open			Accounts Payable	MENTORSOURCE TRAINING	\$2,342.50	\$2,342.50	\$0.00
109291	06/21/2024	Open			Accounts Payable	ECONOLITE CONTROL PRODUCTS INC	\$70,537.31	\$70,537.31	\$0.00
109292	06/21/2024	Open			Accounts Payable	ALLUVIAL MEDIA LLC	\$3,000.00	\$3,000.00	\$0.00
109293	06/21/2024	Open			Accounts Payable	AUTOZONE STORES, INC	\$6,000.19	\$6,000.19	\$0.00
Type Check Totals:									
EFT									
5641	06/21/2024	Open			Accounts Payable	4 IMPRINT	\$883.11	\$883.11	\$0.00
5642	06/21/2024	Open			Accounts Payable	AMBERLY'S PLACE	\$3,500.00	\$3,500.00	\$0.00
5643	06/21/2024	Open			Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	\$525.13	\$525.13	\$0.00
5644	06/21/2024	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$2,059.00	\$2,059.00	\$0.00
5645	06/21/2024	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$350.00	\$350.00	\$0.00
5646	06/21/2024	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$500.00	\$500.00	\$0.00
5647	06/21/2024	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$4,758.84	\$4,758.84	\$0.00
5648	06/21/2024	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,174.04	\$1,174.04	\$0.00
5649	06/21/2024	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$991.97	\$991.97	\$0.00
5650	06/21/2024	Open			Accounts Payable	CDWG	\$13,020.91	\$13,020.91	\$0.00
5651	06/21/2024	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$352.33	\$352.33	\$0.00
5652	06/21/2024	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$9,396.23	\$9,396.23	\$0.00
5653	06/21/2024	Open			Accounts Payable	CMI INC.	\$247.81	\$247.81	\$0.00
							\$282,036.88	\$177,340.40	\$0.00

Payment Register

From Payment Date: 6/17/2024 - To Payment Date: 6/21/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5654	06/21/2024	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$10,944.34	\$10,944.34	\$0.00
5655	06/21/2024	Open			Accounts Payable	CSC OF YUMA	\$296.58	\$296.58	\$0.00
5656	06/21/2024	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$89.13	\$89.13	\$0.00
5657	06/21/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$450.98	\$450.98	\$0.00
5658	06/21/2024	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	\$253.05	\$253.05	\$0.00
5659	06/21/2024	Open			Accounts Payable	DIGITAL ROOM LLC	\$505.90	\$505.90	\$0.00
5660	06/21/2024	Open			Accounts Payable	ECOVERDE, LLC	\$405.47	\$405.47	\$0.00
5661	06/21/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,022.00	\$2,022.00	\$0.00
5662	06/21/2024	Open			Accounts Payable	FRUTH GROUP INC	\$289.69	\$289.69	\$0.00
5663	06/21/2024	Open			Accounts Payable	HIGHERGROUND, INC.	\$4,492.58	\$4,492.58	\$0.00
5664	06/21/2024	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$22,693.65	\$22,693.65	\$0.00
5665	06/21/2024	Open			Accounts Payable	HIREQUEST LLC	\$1,321.20	\$1,321.20	\$0.00
5666	06/21/2024	Open			Accounts Payable	IMAGE TREND, INC	\$2,296.74	\$2,296.74	\$0.00
5667	06/21/2024	Open			Accounts Payable	JSA COMPANY	\$59,086.10	\$59,086.10	\$0.00
5668	06/21/2024	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$12,994.77	\$12,994.77	\$0.00
5669	06/21/2024	Open			Accounts Payable	LEXIPOL, LLC	\$10,778.78	\$10,778.78	\$0.00
5670	06/21/2024	Open			Accounts Payable	LIFE-ASSIST, INC.	\$2,050.99	\$2,050.99	\$0.00
5671	06/21/2024	Open			Accounts Payable	MAJCO LLC	\$89.99	\$89.99	\$0.00
5672	06/21/2024	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$49,028.23	\$49,028.23	\$0.00
5673	06/21/2024	Open			Accounts Payable	MN8 ENERGY OPERATING COMPANY LLC	\$30,746.27	\$30,746.27	\$0.00
5674	06/21/2024	Open			Accounts Payable	NICKLAUS ENGINEERING	\$14,623.59	\$14,623.59	\$0.00
5675	06/21/2024	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$14,494.00	\$14,494.00	\$0.00
5676	06/21/2024	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$3,600.00	\$3,600.00	\$0.00
5677	06/21/2024	Open			Accounts Payable	POLAR ICE LLC	\$504.29	\$504.29	\$0.00
5678	06/21/2024	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$3,803.73	\$3,803.73	\$0.00
5679	06/21/2024	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$165.41	\$165.41	\$0.00
5680	06/21/2024	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$2,811.29	\$2,811.29	\$0.00
5681	06/21/2024	Open			Accounts Payable	SAM'S CLUB	\$4,132.16	\$4,132.16	\$0.00
5682	06/21/2024	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$476.00	\$476.00	\$0.00
5683	06/21/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$1,798.37	\$1,798.37	\$0.00
5684	06/21/2024	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$45.50	\$45.50	\$0.00
5685	06/21/2024	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,058.77	\$1,058.77	\$0.00
5686	06/21/2024	Open			Accounts Payable	STRONG, CAMERON, T	\$14,396.00	\$14,396.00	\$0.00
5687	06/21/2024	Open			Accounts Payable	SUN GRAPHICS	\$280.55	\$280.55	\$0.00
5688	06/21/2024	Open			Accounts Payable	TAYLOR ENGINEERING, PLLC	\$25,558.75	\$25,558.75	\$0.00
5689	06/21/2024	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$2,224.20	\$2,224.20	\$0.00
5690	06/21/2024	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$164.71	\$164.71	\$0.00
5691	06/21/2024	Open			Accounts Payable	ULINE, INC.	\$3,862.12	\$3,862.12	\$0.00
5692	06/21/2024	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,263.82	\$1,263.82	\$0.00
5693	06/21/2024	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79	\$167.79	\$0.00

Payment Register

From Payment Date: 6/17/2024 - To Payment Date: 6/21/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
5694	06/21/2024	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$2,033.56	\$2,033.56	\$0.00	
5695	06/21/2024	Open			Accounts Payable	YUMA SUN INC	\$205.34	\$205.34	\$0.00	
5696	06/21/2024	Open			Accounts Payable	YUMA WINNELSON CO.	\$259.36	\$259.36	\$0.00	
5699	06/21/2024	Open			Accounts Payable	ALSCO, INC	\$5,253.24	\$5,253.24	\$0.00	
5700	06/21/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$3,927.41	\$3,927.41	\$0.00	
5701	06/21/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,096.02	\$2,096.02	\$0.00	
5702	06/21/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$4,388.87	\$4,388.87	\$0.00	
Type EFT Totals:							\$362,190.66	\$362,190.66	\$0.00	
1BYPAYABLE - 1st BY Accounts Payable Totals							60 Transactions			

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	\$282,036.88	\$177,340.40
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	64	\$282,036.88	\$177,340.40

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$362,190.66	\$362,190.66
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	60	\$362,190.66	\$362,190.66

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	\$644,227.54	\$539,531.06
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	124	\$644,227.54	\$539,531.06

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	64	\$282,036.88	\$177,340.40
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	64	\$282,036.88	\$177,340.40

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$362,190.66	\$362,190.66
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	60	\$362,190.66	\$362,190.66

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	\$644,227.54	\$539,531.06
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	124	\$644,227.54	\$539,531.06

Karla Plascencia

Digitally signed by: Karla Plascencia
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 kplascencia@sanluisaz.gov C = US O =
 City of San Luis OU = Finance
 Date: 2024.07.02 17:59:34 -07'00'



Pay Day Register

Pay Date Range 06/01/24 - 06/14/24

Pay Batch 202413

Pay Batch 202413 Total

Employees in Pay Batch 343

Female Employees in Pay Batch 105

Hours	Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100	- REGULAR	23,368.2500	561,399.51	Gross	706,407.61	ASRS ALTERNATE	512.29	5,128.00
1001	- LEAVE WITHOUT PAY	51.3400	.00	Imputed Income		AZ STATE RETIREMENT	49,776.26	410,018.81
1007	- ON CALL WORKED HOURS	18.0000	391.47	FEDERAL TAX WITHHOLDING	40,811.81	DENTAL = FAMILY	437.80	.00
1009	- PART TIME	1,339.1069	22,439.09	SOCIAL SECURITY TAX	43,797.19	LONG TERM DISABILITY	614.99	410,018.81
1010	- PART TIME FIREFIGHTERS	123.5000	2,434.48	MEDICARE	10,242.95	MEDICAL MEX ONLY - EE &	1,591.20	.00
1012	- LEAVE WITH PAY	48.0000	2,315.84	STATE WITHHOLDING	12,958.13	MEDICAL MEX ONLY - EE &	6,712.42	.00
105	- MILITARY LEAVE	16.0000	418.56	24-7 GET FIT- GYM	1,296.00	MEDICAL MEX ONLY - EE &	1,768.00	.00
201	- OVERTIME	697.7500	25,673.25	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE ONLY	440.80	.00
202	- OP STONE GARDEN- O.T.	605.0000	29,226.62	AM. FIDELITY- ACCIDENT-POST	34.39	MEX & US HEALTH = EE	53,528.34	.00
2023	- FMLA - SICK LEAVE	275.2600	7,056.68	AM. FIDELITY- ACCIDENT-PRE	429.60	MEX ONLY DENTAL - EE &	135.28	.00
2024	- FMLA - VACATION LEAVE	107.8000	2,464.26	AM. FIDELITY- CANCER-POST	22.90	MEX ONLY DENTAL - EE &	389.09	.00
2036	- MARSHALS OT	15.0000	611.10	AM. FIDELITY- CANCER-PRE TAX	127.35	MEX ONLY DENTAL - EE &	156.64	.00
2038	- FMLA - LEAVE WITHOUT	90.6800	.00	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE ONLY	56.98	.00
210	- SRO	65.0000	2,037.76	AM. FIDELITY- GHI- PRE TAX	237.19	PSPRS - ALTERNATE	274.28	3,428.45
300	- VACATION EARNED	1,297.0300	.00	AM. FIDELITY- LIFE -POST TAX	115.80	PSPRS FIRE DB NORM - TIER 1	9,022.45	68,716.30
301	- VACATION USED	914.0000	23,948.72	AM. FIDELITY- TX LIFE -POST	228.52	PSPRS FIRE DB NORM - TIER 2	606.68	4,620.56
400	- SICK EARNED	1,136.7200	.00	AZ COPS - SLPD	520.00	PSPRS FIRE DB NORM - TIER 3	4,966.26	51,948.54
401	- SICK USED	88.2300	1,896.66	AZ STATE RETIREMENT	49,776.26	PSPRS POLICE DB NORM - TIER	6,968.34	73,895.48
405	- SCHEDULED SICK LEAVE	199.9400	4,703.77	BORDER GYM - GYM	300.00	PSPRS POLICE DB NORM - TIER	1,017.94	10,794.60
406	- UNSCHEDULED SICK LEAVE	486.3300	10,668.34	CHILD SUPPORT 2	234.46	PSPRS POLICE DB NORM - TIER	5,220.69	54,609.90
501	- WC PUBLIC SAFETY USED	60.0000	997.20	DEFERRED COMP - ROTH	1,100.00	STANDARD LIFE	2,746.66	.00
502	- ON CALL PAY I.T.	.0000	100.00	DEFERRED COMP - ROTH	305.03	STANDARD LTD	1,336.55	246,782.08
503	- STAND-BY PAY	659.0500	1,318.10	DEFERRED COMPENSATION	3,375.00	STANDARD STD	5,210.55	.00
806	- TELEPHONE STIPEND	.0000	1,150.00	DEFERRED COMPENSATION	974.79	U.S. MEX DENTAL - EE &	414.44	.00
809	- RETRO PAY	6.0000	105.72	FOP/ALC	420.00	U.S. MEX DENTAL - EE &	95.64	.00
900	- COMPENSATION EARNED	5.0000	.00	GARNISHMENT	6.85	US & MEX DENTAL - EE	2,936.64	.00
901	- COMPENSATION USED	.3750	7.76	GARNISHMENT	26.95	US & MEX HEALTH = C	18,439.50	.00
921	- STEP OVERTIME	18.0000	884.34	GARNISHMENT - CHILD	2,969.05	US & MEX HEALTH = FAMILY	23,753.28	.00
923	- BORDER FITNESS - GYM	.0000	300.00	IAFF- FIRE DEPT	1,605.00	US & MEX HEALTH = SP	4,367.25	.00
924	- AMBULANCE - REGULAR	24.0000	398.88	LEGAL SHIELD	59.31	VISION - SINGLE	1,086.79	.00
932	- 24-7 GET FIT - GYM	.0000	1,296.00	LONG TERM DISABILITY	614.99	VSP- VISION	577.50	.00
956	- PD - MIDNIGHT SHFT	.0000	50.00	MANHATTANLIFE ASSURANCE	114.08	Total	\$205,161.53	
965	- PD - STAND-BY PAY	.0000	1,684.00	MASS MUTUAL - LIFE	9.77			
967	- FD - SPECIAL ASSIGNEMNT	214.7500	429.50	MEX ONLY DENTAL - EE &	174.04	Employer Taxes		Gross Base
Total		31,930.1119	\$706,407.61	MEX ONLY DENTAL - EE &	500.61	MEDICARE	10,242.95	706,407.61
				MEX ONLY DENTAL - EE &	206.10	SOCIAL SECURITY TAX	43,797.19	706,407.61
				MEX ONLY HEALTH - EE & CH	466.74	SUTA/UNEMPLOYMENT	4,034.83	672,477.07
				MEXICO ONLY HEALTH - EE &	2,018.98	Total	\$58,074.97	
				MEXICO ONLY HEALTH - EE &	518.60			

S. HANCOCK



Pay Day Register

Pay Date Range 06/01/24 - 06/14/24
Pay Batch 202413

MISCELLANEOUS	130.00	.00	Workers' Comp		Gross Base
NEW YORK LIFE - LIFE INS	36.49	.00	Ambulance EMT Search &	2,888.25	60,806.20
PAC FUND- FIRE DEPT.	134.00	.00	ANIMAL CONTROL OFFICERS	66.78	2,968.39
PS DEFERRED COMP - ROTH	570.00	.00	ATTORNEY- ALL & CLERICAL-	65.41	29,736.21
PS DEFERRED COMP - ROTH	256.89	2,568.89	AUTO SERVICE/ REPAIR	289.08	10,361.10
PS DEFERRED COMP TIAA -	306.33	7,103.60	BUILDING- NOC OPER BY	745.37	20,590.35
PS DEFERRED COMPENSATION	1,580.00	.00	BUS COMPANY AND DRIVERS	83.99	1,521.60
PSPRS FIRE DB RATE - TIER 1a	4,315.24	56,408.36	CLERICAL OFFICE/ LIBRARY/	405.91	169,119.18
PSPRS FIRE DB RATE - TIER 1b	897.36	11,730.24	Electrician	68.58	2,184.00
PSPRS FIRE DB RATE - TIER 2	353.47	4,620.56	FIREFIGHTERS & DRIVERS	3,298.02	69,431.99
PSPRS FIRE DB RATE - TIER 3	5,061.59	52,945.74	GARBAGE/ ASH/ REFUSE	647.42	10,358.66
PSPRS POLICE DB RATE - TIER	4,241.12	55,439.29	Homemaker Service	42.01	1,834.62
PSPRS POLICE DB RATE - TIER	1,411.91	18,456.19	Motion Picture Production	12.47	1,919.00
PSPRS POLICE DB RATE - TIER 2	825.79	10,794.60	MUNICIPAL/ TOWN/	741.16	42,351.27
PSPRS POLICE DB RATE - TIER 3	5,220.69	54,609.90	PARKS- NOC ALL EMPLOYEES	793.16	25,585.70
STANDARD LIFE ADDTNL	924.85	.00	POLICE OFFICERS	7,030.76	148,015.74
TRANSWESTERN MEXICAN	146.25	.00	RECREATION- ALL EMPLOYEES/	352.78	25,752.00
U.S. MEX DENTAL - EE &	533.78	.00	SEWAGE DISPOSAL/ PLANT	1,030.92	29,969.08
U.S. MEX DENTAL - EE &	123.18	.00	Street or Road Construction	2,511.87	28,446.95
UNITED WAY	14.00	.00	WATERWORKS OPERATIONS	858.29	24,734.48
US & MEX DENTAL= FAMILY	563.64	.00	Total	<u>\$21,932.23</u>	
US & MEX HEALTH = C	5,408.92	.00			
US & MEX HEALTH = FAMILY	6,967.68	.00	Direct Deposits		Amount
US & MEX HEALTH = SP	1,352.23	.00	1st Bank Yuma		40,003.97
VSP - VISION CHILDREN	257.89	.00	ACADEMY BANK		2,578.24
VSP - VISION FAMILY	376.38	.00	AVENIR FINANCIAL		39,560.19
VSP - VISION SPOUSE	132.43	.00	Bank of America		7,224.41
Net	<u>\$487,539.35</u>		Bank of America CA		1,213.08
			Bankcorp		200.00
			CAPITAL ONE		693.40
			Charles Sch		250.00
			Chase Bank		222,338.38
			CHASE BANK CA		1,326.01
			CHASE BANK MORGAN		1,450.95
			CHASE BANK TX		2,272.11
			chase centro		1,811.05
			discover		400.00
			FF CREDIT UNION		2,150.62
			FIDELITY		303.11
			FIREFIGHTER FIRST CREDIT UNION		7,299.59
			HUGHES FCU		1,753.14
			MECHNICS BANK		1,292.06
			National Bank		1,281.91

Roula J. de Encinas

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rencinas@sanluisaz.gov C = US O =
City of San Luis
Date: 2024.06.20 14:56:19 -07'00'





Pay Day Register

Pay Date Range 06/01/24 - 06/14/24

Pay Batch 202413

Navy Federal	27,133.37
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	873.13
PATHWARD	2,448.51
SOFI BANK	796.80
Sunbank	2,299.18
THE FOOTHILLS BANK	676.35
USAA FEDERAL SAVING	1,186.53
VANTAGE WEST	2,035.34
WASHINGTON FEDERAL	1,136.30
Wells Fargo	95,998.35
WELLS FARGO ARKANSAS	1,440.06
WELLS FARGO CA	3,693.21
WELLS FARGO YUMA	2,858.54
Total	<u>\$478,097.89</u>
Check	\$9,441.46



Pay Day Register

Pay Date Range 06/01/24 - 06/14/24
Pay Batch 202413

Pay Batch 202413 Total

Employees in Pay Batch 343

Female Employees in Pay Batch 105

Hours	Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100	- REGULAR	23,368.2500	561,399.51	Gross	706,407.61	ASRS ALTERNATE	512.29	5,128.00
1001	- LEAVE WITHOUT PAY	51.3400	.00	Imputed Income		AZ STATE RETIREMENT	49,776.26	410,018.81
1007	- ON CALL WORKED HOURS	18.0000	391.47	FEDERAL TAX WITHHOLDING	40,811.81	DENTAL = FAMILY	437.80	.00
1009	- PART TIME	1,339.1069	22,439.09	SOCIAL SECURITY TAX	43,797.19	LONG TERM DISABILITY	614.99	410,018.81
1010	- PART TIME FIREFIGHTERS	123.5000	2,434.48	MEDICARE	10,242.95	MEDICAL MEX ONLY - EE &	1,591.20	.00
1012	- LEAVE WITH PAY	48.0000	2,315.84	STATE WITHHOLDING	12,958.13	MEDICAL MEX ONLY - EE &	6,712.42	.00
105	- MILITARY LEAVE	16.0000	418.56	24-7 GET FIT- GYM	1,296.00	MEDICAL MEX ONLY - EE &	1,768.00	.00
201	- OVERTIME	697.7500	25,673.25	AM. FIDELITY - HEALTH FSA	83.34	MEDICAL MEX ONLY - EE ONLY	440.80	.00
202	- OP STONE GARDEN- O.T.	605.0000	29,226.62	AM. FIDELITY- ACCIDENT-POST	34.39	MEX & US HEALTH = EE	53,528.34	.00
2023	- FMLA - SICK LEAVE	275.2600	7,056.68	AM. FIDELITY- ACCIDENT-PRE	429.60	MEX ONLY DENTAL - EE &	135.28	.00
2024	- FMLA - VACATION LEAVE	107.8000	2,464.26	AM. FIDELITY- CANCER-POST	22.90	MEX ONLY DENTAL - EE &	389.09	.00
2036	- MARSHALS OT	15.0000	611.10	AM. FIDELITY- CANCER-PRE TAX	127.35	MEX ONLY DENTAL - EE &	156.64	.00
2038	- FMLA - LEAVE WITHOUT	90.6800	.00	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE ONLY	56.98	.00
210	- SRO	65.0000	2,037.76	AM. FIDELITY- GHI- PRE TAX	237.19	PSPRS - ALTERNATE	274.28	3,428.45
300	- VACATION EARNED	1,297.0300	.00	AM. FIDELITY- LIFE -POST TAX	115.80	PSPRS FIRE DB NORM - TIER 1	9,022.45	68,716.30
301	- VACATION USED	914.0000	23,948.72	AM. FIDELITY- TX LIFE -POST	228.52	PSPRS FIRE DB NORM - TIER 2	606.68	4,620.56
400	- SICK EARNED	1,136.7200	.00	AZ COPS - SLPD	520.00	PSPRS FIRE DB NORM - TIER 3	4,966.26	51,948.54
401	- SICK USED	88.2300	1,896.66	AZ STATE RETIREMENT	49,776.26	PSPRS POLICE DB NORM - TIER	6,968.34	73,895.48
405	- SCHEDULED SICK LEAVE	199.9400	4,703.77	BORDER GYM - GYM	300.00	PSPRS POLICE DB NORM - TIER	1,017.94	10,794.60
406	- UNSCHEDULED SICK LEAVE	486.3300	10,668.34	CHILD SUPPORT 2	234.46	PSPRS POLICE DB NORM - TIER	5,220.69	54,609.90
501	- WC PUBLIC SAFETY USED	60.0000	997.20	DEFERRED COMP - ROTH	1,100.00	STANDARD LIFE	2,746.66	.00
502	- ON CALL PAY I.T.	.0000	100.00	DEFERRED COMP - ROTH	305.03	STANDARD LTD	1,336.55	246,782.08
503	- STAND-BY PAY	659.0500	1,318.10	DEFERRED COMPENSATION	3,375.00	STANDARD STD	5,210.55	.00
806	- TELEPHONE STIPEND	.0000	1,150.00	DEFERRED COMPENSATION	974.79	U.S. MEX DENTAL - EE &	414.44	.00
809	- RETRO PAY	6.0000	105.72	FOP/ALC	420.00	U.S. MEX DENTAL - EE &	95.64	.00
900	- COMPENSATION EARNED	5.0000	.00	GARNISHMENT	6.85	US & MEX DENTAL - EE	2,936.64	.00
901	- COMPENSATION USED	.3750	7.76	GARNISHMENT	26.95	US & MEX HEALTH = C	18,439.50	.00
921	- STEP OVERTIME	18.0000	884.34	GARNISHMENT - CHILD	2,969.05	US & MEX HEALTH = FAMILY	23,753.28	.00
923	- BORDER FITNESS - GYM	.0000	300.00	IAFF- FIRE DEPT	1,605.00	US & MEX HEALTH = SP	4,367.25	.00
924	- AMBULANCE - REGULAR	24.0000	398.88	LEGAL SHIELD	59.31	VISION - SINGLE	1,086.79	.00
932	- 24-7 GET FIT - GYM	.0000	1,296.00	LONG TERM DISABILITY	614.99	VSP- VISION	577.50	.00
956	- PD - MIDNIGHT SHFT	.0000	50.00	MANHATTANLIFE ASSURANCE	114.08	Total	\$205,161.53	
965	- PD - STAND-BY PAY	.0000	1,684.00	MASS MUTUAL - LIFE	9.77			
967	- FD - SPECIAL ASSIGNEMNT	214.7500	429.50	MEX ONLY DENTAL - EE &	174.04	Employer Taxes		Gross Base
Total		31,930.1119	\$706,407.61	MEX ONLY DENTAL - EE &	500.61	MEDICARE	10,242.95	706,407.61
				MEX ONLY DENTAL - EE &	206.10	SOCIAL SECURITY TAX	43,797.19	706,407.61
				MEX ONLY HEALTH - EE & CH	466.74	SUTA/UNEMPLOYMENT	4,034.83	672,477.07
				MEXICO ONLY HEALTH - EE &	2,018.98	Total	\$58,074.97	
				MEXICO ONLY HEALTH - EE &	518.60			



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MISCELLANEOUS	130.00	.00	Workers' Comp	Gross Base
NEW YORK LIFE - LIFE INS	36.49	.00	Ambulance EMT Search &	2,888.25 60,806.20
PAC FUND- FIRE DEPT.	134.00	.00	ANIMAL CONTROL OFFICERS	66.78 2,968.39
PS DEFERRED COMP - ROTH	570.00	.00	ATTORNEY- ALL & CLERICAL-	65.41 29,736.21
PS DEFERRED COMP - ROTH	256.89	2,568.89	AUTO SERVICE/ REPAIR	289.08 10,361.10
PS DEFERRED COMP TIAA -	306.33	7,103.60	BUILDING- NOC OPER BY	745.37 20,590.35
PS DEFERRED COMPENSATION	1,580.00	.00	BUS COMPANY AND DRIVERS	83.99 1,521.60
PSPRS FIRE DB RATE - TIER 1a	4,315.24	56,408.36	CLERICAL OFFICE/ LIBRARY/	405.91 169,119.18
PSPRS FIRE DB RATE - TIER 1b	897.36	11,730.24	Electrician	68.58 2,184.00
PSPRS FIRE DB RATE - TIER 2	353.47	4,620.56	FIREFIGHTERS & DRIVERS	3,298.02 69,431.99
PSPRS FIRE DB RATE - TIER 3	5,061.59	52,945.74	GARBAGE/ ASH/ REFUSE	647.42 10,358.66
PSPRS POLICE DB RATE - TIER	4,241.12	55,439.29	Homemaker Service	42.01 1,834.62
PSPRS POLICE DB RATE - TIER	1,411.91	18,456.19	Motion Picture Production	12.47 1,919.00
PSPRS POLICE DB RATE - TIER 2	825.79	10,794.60	MUNICIPAL/ TOWN/	741.16 42,351.27
PSPRS POLICE DB RATE - TIER 3	5,220.69	54,609.90	PARKS- NOC ALL EMPLOYEES	793.16 25,585.70
STANDARD LIFE ADDTNL	924.85	.00	POLICE OFFICERS	7,030.76 148,015.74
TRANSWESTERN MEXICAN	146.25	.00	RECREATION- ALL EMPLOYEES/	352.78 25,752.00
U.S. MEX DENTAL - EE &	533.78	.00	SEWAGE DISPOSAL/ PLANT	1,030.92 29,969.08
U.S. MEX DENTAL - EE &	123.18	.00	Street or Road Construction	2,511.87 28,446.95
UNITED WAY	14.00	.00	WATERWORKS OPERATIONS	858.29 24,734.48
US & MEX DENTAL= FAMILY	563.64	.00	Total	\$21,932.23
US & MEX HEALTH = C	5,408.92	.00		
US & MEX HEALTH = FAMILY	6,967.68	.00	Direct Deposits	Amount
US & MEX HEALTH = SP	1,352.23	.00	1st Bank Yuma	40,003.97
VSP - VISION CHILDREN	257.89	.00	ACADEMY BANK	2,578.24
VSP - VISION FAMILY	376.38	.00	AVENIR FINANCIAL	39,560.19
VSP - VISION SPOUSE	132.43	.00	Bank of America	7,224.41
Net	\$487,539.35		Bank of America CA	1,213.08
			Bankcorp	200.00
			CAPITAL ONE	693.40
			Charles Sch	250.00
			Chase Bank	222,338.38
			CHASE BANK CA	1,326.01
			CHASE BANK MORGAN	1,450.95
			CHASE BANK TX	2,272.11
			chase centro	1,811.05
			discover	400.00
			FF CREDIT UNION	2,150.62
			FIDELITY	303.11
			FIREFIGHTER FIRST CREDIT UNION	7,299.59
			HUGHES FCU	1,753.14
			MECHNICS BANK	1,292.06
			National Bank	1,281.91

Roula J. de Encinas

Digitally signed by: Roula J. de Encinas
DN: CN = Roula J. de Encinas email =
rencinas@sanluisaz.gov C = US O =
City of San Luis
Date: 2024.06.20 14:56:19 -07'00'



Pay Day Register

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Navy Federal	27,133.37
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	873.13
PATHWARD	2,448.51
SOFI BANK	796.80
Sunbank	2,299.18
THE FOOTHILLS BANK	676.35
USAA FEDERAL SAVING	1,186.53
VANTAGE WEST	2,035.34
WASHINGTON FEDERAL	1,136.30
Wells Fargo	95,998.35
WELLS FARGO ARKANSAS	1,440.06
WELLS FARGO CA	3,693.21
WELLS FARGO YUMA	2,858.54
Total	<u>\$478,097.89</u>
Check	\$9,441.46

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From Payment Date: 6/24/2024 - To Payment Date: 6/28/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
109294	06/26/2024	Open			Utility Management	ABUNDIZ, CHRISTINA	\$99.69		
					Refund				
109295	06/26/2024	Open			Utility Management	ARMENDARIZ, GABRIEL	\$125.00		
					Refund				
109296	06/26/2024	Open			Utility Management	ARMENTA NIDIA & ATONDO	\$100.29		
					Refund	LIZBETH			
109297	06/26/2024	Open			Utility Management	ARNOLD, OSCAR	\$35.27		
					Refund				
109298	06/26/2024	Open			Utility Management	ARZATE, MARGARITA Y & IVANA G	\$8.59		
					Refund	OCAMPO CASTANEDA			
109299	06/26/2024	Open			Utility Management	BEJARANO, LUIS A & CARMEN	\$164.97		
					Refund	MILLAN			
109300	06/26/2024	Open			Utility Management	CARLOS, ANGELICA &	\$95.40		
					Refund	MONTENEGRO, GUADALUPE			
109301	06/26/2024	Open			Utility Management	CORDOVA, JUAN	\$103.48		
					Refund				
109302	06/26/2024	Open			Utility Management	DAVILA, ROY & ANA C CASTRO	\$177.20		
					Refund				
109303	06/26/2024	Open			Utility Management	DIAZ GONZALEZ, JESSICA	\$129.21		
					Refund				
109304	06/26/2024	Open			Utility Management	GODINEZ JUAREZ, NATIVIDAD	\$210.05		
					Refund				
109305	06/26/2024	Open			Utility Management	GOMEZ, ALMA	\$155.74		
					Refund				
109306	06/26/2024	Open			Utility Management	GONZALEZ, GILBERTO	\$76.77		
					Refund				
109307	06/26/2024	Open			Utility Management	GONZALEZ, JOSE	\$191.35		
					Refund				
109308	06/26/2024	Open			Utility Management	HERNANDEZ, NAVIL G	\$166.93		
					Refund				
109309	06/26/2024	Open			Utility Management	HERNANDEZ-ALVAREZ, MICHELL	\$215.58		
					Refund				
109310	06/26/2024	Open			Utility Management	HOOSIERLAND EXCAVATING LLC	\$2,185.48		
					Refund				
109311	06/26/2024	Open			Utility Management	HOUSING AMERICA CORP GRP	\$51.25		
					Refund	#123			
109312	06/26/2024	Open			Utility Management	HOUSING AMERICA CORP GRP	\$51.31		
					Refund	#123			
109313	06/26/2024	Open			Utility Management	HOUSING AMERICA CORP GRP	\$81.25		
					Refund	#123			
109314	06/26/2024	Open			Utility Management	HOUSING AMERICA CORP GRP	\$94.35		
					Refund	#123			
109315	06/26/2024	Open			Utility Management	HOUSING AMERICA CORP GRP	\$94.34		
					Refund	#123			
109316	06/26/2024	Open			Utility Management	HOUSING AMERICA CORP GRP	\$75.89		
					Refund	#123			
109317	06/26/2024	Open			Utility Management	HOUSING AMERICA CORP GRP	\$87.80		
					Refund	#123			
109318	06/26/2024	Open			Utility Management	HOUSING AMERICA CORP GRP	\$53.28		
					Refund	#124			

Schedule C

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
109319	06/26/2024	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #124	\$104.22		
109320	06/26/2024	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #124	\$58.33		
109321	06/26/2024	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #124	\$102.05		
109322	06/26/2024	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #124	\$97.82		
109323	06/26/2024	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #124	\$55.55		
109324	06/26/2024	Open			Utility Management Refund	HOUSING AMERICA CORP GRP #124	\$5.93		
109325	06/26/2024	Open			Utility Management Refund	HUIZAR, LETICIA	\$99.03		
109326	06/26/2024	Open			Utility Management Refund	KP VENTURES WELL DRILLING & PUMP CO	\$2,156.66		
109327	06/26/2024	Open			Utility Management Refund	OCEGUERA, EDGAR, E	\$186.29		
109328	06/26/2024	Open			Utility Management Refund	OCEGUERA, EDGAR, E	\$8.58		
109329	06/26/2024	Open			Utility Management Refund	OCHOA , YADIRA	\$91.81		
109330	06/26/2024	Open			Utility Management Refund	PAREDES MONAREZ, RAMON E	\$6.00		
109331	06/26/2024	Open			Utility Management Refund	PENA, LUIS A & IBARRA, ELIZETH	\$29.95		
109332	06/26/2024	Open			Utility Management Refund	PEREZ PEREZ, MARIA, E	\$15.09		
109333	06/26/2024	Open			Utility Management Refund	R STREAMLINE DESIGN LLC	\$2,405.74		
109334	06/26/2024	Open			Utility Management Refund	REYES JOSE & SALINAS DANIELA	\$58.43		
109335	06/26/2024	Open			Utility Management Refund	REYES JUAN & CARRASCO MARIA	\$183.13		
109336	06/26/2024	Open			Utility Management Refund	RIEDEL HOLDINGS LLC	\$164.23		
109337	06/26/2024	Open			Utility Management Refund	RODRIGUEZ GUILLEN, VERONICA I	\$188.53		
109338	06/26/2024	Open			Utility Management Refund	RODRIGUEZ, MARIA SOCORRO	\$140.66		
109339	06/26/2024	Open			Utility Management Refund	ROJAS, ELIZABETH	\$188.60		
109340	06/26/2024	Open			Utility Management Refund	ROUND 5 LLC	\$540.63		
109341	06/26/2024	Open			Utility Management Refund	RUBIO, DANIA	\$201.34		
109342	06/26/2024	Open			Utility Management Refund	SOTELO, KATIA B & LUIS FERNANDO ROSAS ANGULO	\$190.73		
109343	06/26/2024	Open			Utility Management Refund	TUBENS, ANIEL A & KENIA Y CORDERO	\$70.87		
109344	06/26/2024	Open			Utility Management Refund	UNITECHZ COMMUNICATIONS TECHNOLOGY LLN	\$2,167.33		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
109345	06/26/2024	Open			Utility Management Refund	WAMSLEY, AMANDA, T	\$111.31		
109346	06/26/2024	Open			Utility Management Refund	ZAVALA HUIZAR ADRIAN & MARIA DE JESUS	\$155.99		
109347	06/26/2024	Open			Accounts Payable	CAFMA HONOR GUARD INC	\$200.00		
109348	06/26/2024	Open			Accounts Payable	GIMBUT, GLENN , J,	\$498.89		
109349	06/28/2024	Open			Accounts Payable	AFFORDABLE TOWING AND ROAD SERVICE	\$90.00		
109350	06/28/2024	Open			Accounts Payable	BARCODES ACQUISITION, INC.	\$1,143.42		
109351	06/28/2024	Open			Accounts Payable	BIG W SALES	\$14,673.10		
109352	06/28/2024	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$3,558.26		
109353	06/28/2024	Open			Accounts Payable	CENTURYLINK	\$70.36		
109354	06/28/2024	Open			Accounts Payable	CHAPMAN FORD LLC	\$97,346.55		
109355	06/28/2024	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$245.00		
109356	06/28/2024	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$469.02		
109357	06/28/2024	Open			Accounts Payable	DWD CONSTRUCTION	\$70,407.12		
109358	06/28/2024	Open			Accounts Payable	EMPIRE MACHINERY	\$4,966.77		
109359	06/28/2024	Open			Accounts Payable	ERFERT, RICK	\$3,292.52		
109360	06/28/2024	Open			Accounts Payable	FERGUSON WATERWORKS	\$115,994.51		
109361	06/28/2024	Open			Accounts Payable	GARCIA, ALDO	\$300.80		
109362	06/28/2024	Open			Accounts Payable	GILA ELECTRONIC	\$959.13		
109363	06/28/2024	Open			Accounts Payable	HAJOCA CORPORATION	\$1,790.23		
109364	06/28/2024	Open			Accounts Payable	HD SUPPLY, INC.	\$1,093.26		
109365	06/28/2024	Open			Accounts Payable	INTERNATIONAL ASSOC. FOR PROP/EVIDENCE	\$175.00		
109366	06/28/2024	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	\$5,593.54		
109367	06/28/2024	Open			Accounts Payable	IPS GROUP INC	\$228.64		
109368	06/28/2024	Open			Accounts Payable	ISCA, INC	\$5,400.00		
109369	06/28/2024	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$101,320.70		
109370	06/28/2024	Open			Accounts Payable	JIMENEZ, ERICA	\$500.00		
109371	06/28/2024	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$204.83		
109372	06/28/2024	Open			Accounts Payable	LEON, ALFREDO	\$170.47		
109373	06/28/2024	Open			Accounts Payable	LOMBRERA MORENO, VALENTINA	\$800.00		
109374	06/28/2024	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$1,580.00		
109375	06/28/2024	Open			Accounts Payable	MIDWAY CHEVROLET	\$132,353.01		
109376	06/28/2024	Open			Accounts Payable	NORTHWESTERN UNIVERSITY	\$8,400.00		
109377	06/28/2024	Open			Accounts Payable	OBESO-HERNANDEZ, ALICIA	\$250.00		
109378	06/28/2024	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	\$195.00		
109379	06/28/2024	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$250.00		
109380	06/28/2024	Open			Accounts Payable	QUINTERO, ANA, M	\$175.00		
109381	06/28/2024	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$1,363.13		
109382	06/28/2024	Open			Accounts Payable	RIVAS TOOL ENTERPRISES LLC	\$5,004.33		
109383	06/28/2024	Open			Accounts Payable	RODRIGUEZ, DAMARA, MARINA	\$3,000.00		
109384	06/28/2024	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$8,400.00		
109385	06/28/2024	Open			Accounts Payable	STATUS CREATIVO LLC	\$254.63		
109386	06/28/2024	Open			Accounts Payable	STOP STICK, LTD	\$2,602.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
109387	06/28/2024	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	\$8,800.00		
109388	06/28/2024	Open			Accounts Payable	VALLEJO, LEONARDO	\$178.87		
109389	06/28/2024	Open			Accounts Payable	YUMA VISITORS BUREAU	\$3,300.00		
109390	06/28/2024	Open			Accounts Payable	APS	\$900,036.00		
109391	06/28/2024	Open			Accounts Payable	WAL-MART INC.C/O BANK OF AMERICA LOCK BOX	\$29,671.84		
Type Check Totals:						98 Transactions	\$1,551,921.23		
EFT									
5703	06/24/2024	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$536,185.75	\$536,185.75	\$0.00
5704	06/28/2024	Open			Accounts Payable	AMETZA ARIZONA LLC	\$150.00	\$150.00	\$0.00
5705	06/28/2024	Open			Accounts Payable	ANIMAL CARE EQUIPMENT AND SERVICES	\$837.02	\$837.02	\$0.00
5706	06/28/2024	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$104.07	\$104.07	\$0.00
5707	06/28/2024	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$882.53	\$882.53	\$0.00
5708	06/28/2024	Open			Accounts Payable	AXON ENTERPRISE, INC	\$27,962.16	\$27,962.16	\$0.00
5709	06/28/2024	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$512.25	\$512.25	\$0.00
5710	06/28/2024	Open			Accounts Payable	CDWG	\$2,953.71	\$2,953.71	\$0.00
5711	06/28/2024	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$216.22	\$216.22	\$0.00
5712	06/28/2024	Open			Accounts Payable	CSC OF YUMA	\$186.30	\$186.30	\$0.00
5713	06/28/2024	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$143.87	\$143.87	\$0.00
5714	06/28/2024	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$1,288.00	\$1,288.00	\$0.00
5715	06/28/2024	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$3,560.51	\$3,560.51	\$0.00
5716	06/28/2024	Open			Accounts Payable	DESERT WATER STORE INC	\$185.40	\$185.40	\$0.00
5717	06/28/2024	Open			Accounts Payable	DOCUNITED IMAGING, LLC	\$10,916.78	\$10,916.78	\$0.00
5718	06/28/2024	Open			Accounts Payable	FONSECA, BRIANDA	\$330.00	\$330.00	\$0.00
5719	06/28/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$778.00	\$778.00	\$0.00
5720	06/28/2024	Open			Accounts Payable	FRUTH GROUP INC	\$245.02	\$245.02	\$0.00
5721	06/28/2024	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$135.84	\$135.84	\$0.00
5722	06/28/2024	Open			Accounts Payable	HIREQUEST LLC	\$561.51	\$561.51	\$0.00
5723	06/28/2024	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$20,360.00	\$20,360.00	\$0.00
5724	06/28/2024	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	\$13,547.00	\$13,547.00	\$0.00
5725	06/28/2024	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$3,780.49	\$3,780.49	\$0.00
5726	06/28/2024	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$2,275.85	\$2,275.85	\$0.00
5727	06/28/2024	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$795.00	\$795.00	\$0.00
5728	06/28/2024	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$6,600.00	\$6,600.00	\$0.00
5729	06/28/2024	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$148.49	\$148.49	\$0.00
5730	06/28/2024	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	\$1,243.59	\$1,243.59	\$0.00
5731	06/28/2024	Open			Accounts Payable	RM GRAPHICS	\$68.86	\$68.86	\$0.00
5732	06/28/2024	Open			Accounts Payable	SAM'S CLUB	\$3,607.66	\$3,607.66	\$0.00
5733	06/28/2024	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$1,305.00	\$1,305.00	\$0.00
5734	06/28/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$5,678.02	\$5,678.02	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5735	06/28/2024	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$337.28	\$337.28	\$0.00
5736	06/28/2024	Open			Accounts Payable	SUN GRAPHICS	\$1,068.84	\$1,068.84	\$0.00
5737	06/28/2024	Open			Accounts Payable	ULINE, INC.	\$1,588.10	\$1,588.10	\$0.00
5738	06/28/2024	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$3,419.32	\$3,419.32	\$0.00
5739	06/28/2024	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$366.93	\$366.93	\$0.00
5740	06/28/2024	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$156.11	\$156.11	\$0.00
5741	06/28/2024	Open			Accounts Payable	YUMA SUN INC	\$177.34	\$177.34	\$0.00
5742	06/28/2024	Open			Accounts Payable	YUMA WINNELSON CO.	\$1,626.18	\$1,626.18	\$0.00
40 Transactions							\$656,285.00	\$656,285.00	\$0.00

Type EFT Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	\$1,551,921.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	98	\$1,551,921.23	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$656,285.00	\$656,285.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	40	\$656,285.00	\$656,285.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	138	\$2,208,206.23	\$656,285.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	138	\$2,208,206.23	\$656,285.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	\$1,551,921.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	98	\$1,551,921.23	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	40	\$656,285.00	\$656,285.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	40	\$656,285.00	\$656,285.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	138	\$2,208,206.23	\$656,285.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	138	\$2,208,206.23	\$656,285.00

Karla
Plascencia

Digitally signed by: Karla Plascencia
DN: CN = Karla Plascencia email =
kplascencia@sanluisaz.gov C = US O
= City of San Luis OU = Finance
Date: 2024.07.02 17:59:05 -0700



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4. C.

Meeting Date: 07/10/2024

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. 2327. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with the Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit (YCAT), the regional public transportation services for the fiscal year 2024-2025; repealing conflicting provisions; and providing for severability. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

IGA Organizational Structure: The Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") Intergovernmental Agreement ("IGA") consists of 9 entities: Yuma County, Wellton, Somerton, San Luis, the City of Yuma, Northern Arizona University, Arizona Western College, the Cocopah Tribe, and the Quechan Tribe. Under the twenty-five-year IGA of January 1, 2012 (expiring January 1, 2037), YCIPTA develops a formula for the percentage of contribution every year. The YCIPTA board approves the formula. Each jurisdiction that signed the IGA appoints a representative to the YCIPTA board, including the City of San Luis.

Service: Yuma County Area Transit (YCAT) provides public bus and transit services for the city and the region.

Approval procedure: Under the IGA, the city's approval must be by resolution. The city must not use federal money to pay for the contribution.

Amount: \$137,815.96. The city has contributed to YCAT since 2012. Last year's budgeted contribution was \$125,886.00. As explained in the agenda packet of YCIPTA for March 25, 2024, there are two reasons for the increase. (1) Arizona Western College ("AWC") decreased its contribution by \$59,687.96 due to the loss of a grant match. The remaining entities had to make up the shortfall. For San Luis the additional amount was calculated at \$8,151.38 as its share. (2) The dues increase 3% every year. On May 8, 2024, the City Council approved a budget of \$137,820.00 for YCAT-YCIPTA.

The resolution is in the amount of \$137,815.96.00 for the fiscal year 2024-2025.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2327 FOR THE ANNUAL CONTRIBUTION IN THE AMOUNT OF \$137,815.96 TO THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$137,815.96
BUDGETED AMOUNT: \$137,820.00 on May 8, 2024
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual Services
100-110-80000 \$470,240.00

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

The total amount budgeted for the City Council's Contractual Services, as approved on the May 8, 2024, and May 22, 2024, City Council Agenda, is \$470,240.00.

Attachments

Resolution No. 2327



Resolution

No. 2327

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE ANNUAL CONTRIBUTION UNDER THE INTERGOVERNMENTAL AGREEMENT WITH THE YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY FOR THE YUMA COUNTY AREA TRANSIT (YCAT), THE REGIONAL PUBLIC TRANSPORTATION SERVICES FOR THE FISCAL YEAR 2024-2025; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, in 2012, the City of San Luis entered into an intergovernmental agreement (IGA) with the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University; and

WHEREAS, paragraph 2.3 of said IGA states: "Each of the Members shall timely contribute its designated share of non-federal funds under a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process [;]" and

WHEREAS, YCIPTA adopted the San Luis share at 13.66% of the total shares for the total contribution amount plus \$8,151.38 at its March 25, 2024, board meeting.

WHEREAS, the \$8,151.38 is the city's percentage of a deficit from AWC because AWC lost match funds.

WHEREAS, the total added together is a \$137,815.96 contribution for San Luis for the Fiscal Year July 1, 2024, through June 30, 2025; and

WHEREAS, the San Luis City Council budgeted \$137,820.00 for its YCAT contribution on May 8, 2024;

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

Section 1: The formula adopted by YCIPTA, as recited above, is approved.

Section 2: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 3: 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 or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 4: The appropriate city officials are authorized and directed to submit the contribution for YCAT transportation services in the amount not to exceed \$137,815.96 of non-federal funds for the Fiscal Year July 1, 2024, through June 30, 2025.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of July 2024.

Nieves Riedel, Mayor

Attest:

Approved As to Form:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 07/10/2024

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Armando Esparza, Director of Economic Development, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2321. A resolution by the Mayor and City Council authorizing the submission and the approval local match of the commitment for the San Luis Active Paths Project Grant Application to the U.S. Department of Transportation (USDOT). **(Armando Esparza, Director of Economic Development)**

SUMMARY:

Summary:

The City of San Luis is applying for the Fiscal Year 2023 Active Transportation Infrastructure Investment Program (ATIIP) grant from the U.S. Department of Transportation (USDOT) and the Federal Highway Administration (FHWA). This grant aims to fund the construction of the San Luis Active Paths Project, an initiative designed to enhance transportation and connectivity within our community. The San Luis Active Paths Project involves constructing a 7.7-mile shared-use path network to provide safe and accessible routes for walking and biking. This project will link key community destinations such as residential areas, schools, workplaces, and transit hubs. It addresses critical community needs for sustainable transportation, aims to improve the quality of life for residents, reduce traffic congestion, and promote healthier lifestyles.

Project Financials:

The total project cost is \$15,781,400. The City is requesting \$12,625,120 in federal funds under this grant. The local match required is \$3,156,280, representing 20% of the total project cost. We seek council approval of the commitment letter, which confirms the City of San Luis to provide \$3,156,280 in local matching funds for the San Luis Active Paths Project. Additionally, due to the community's significant economic challenges, we request the council to urge consideration for a no-match award from the U.S. Department of Transportation. Although we do not meet the 40% poverty rate requirement for 100% federal funding, the poverty rate in Census Tracts 116.01 and 114.07 is notably high, with 38.2% and 35.6%, respectively. The median household income is \$35,257, with an unemployment rate of 45 by FHWA, and a request is made to provide the 20% non-Federal share as a backup. Additionally, 21.1% of the population lacks healthcare coverage. These statistics underscore the need for federal assistance to support this infrastructure project without requiring a local match.

The FHWA will decide if a project qualifies for 100% federal funding. Applicants should also provide information showing they can cover a 20% non-federal share. If the FHWA finds the project ineligible for 100% funding and no alternative funding information is provided, the application will be deemed ineligible for ATIIP funds.

From NOFO: It is important to note that FHWA will make the final determination of whether a project is eligible for the 100 percent Federal share under BIL § 11529(f)(2). For that reason, it may be advisable for applicants who believe they are eligible for the 100 percent Federal share described in this section

to nonetheless provide information indicating that, alternatively, they can provide a 20 percent non-Federal share. Otherwise, if FHWA determines that the application is not eligible for the 100 percent Federal share and the applicant does not provide additional information, that application would be deemed ineligible and would not receive ATIP funds under this NOFO. (Pg. 10)

Strategic Alignment:

The San Luis Active Paths Project aligns with the U.S. Department of Transportation’s goals of improving public accessibility, reducing environmental impact, enhancing community livability, and increasing economic development. The project also supports the City’s long-term strategic objectives outlined in the San Luis Parks Paths and Trails Master Plan and the San Luis 2040 General Plan.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2321 AND RATIFY THE SUBMISSION OF THE ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM APPLICATION.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$3,156,280
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):

If the grant is awarded, the match portion of \$3,156,280 will be funded by the grant. However, if the grant is not awarded, the City of San Luis will be financially responsible for the \$3,156,280 match portion. Currently, there is no budget allocated for this project in the FY 2024-2025 budget. Therefore, the City of San Luis will need to allocate local funds for future fiscal years to cover this expense, as the project is expected to be completed within the next five years.

Attachments

Resolution No. 2321
Active Transportation Infrastructure Investment Program (ATIP) NOFO
Proposed Trails Map
Construction Cost Estimates



Resolution

No. 2321

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS APPROVING THE LOCAL MATCH OF THE COMMITMENT LETTER FOR THE SAN LUIS ACTIVE PATHS PROJECT GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) AND REQUESTING CONSIDERATION FOR A NO-MATCH AWARD

WHEREAS, the City of San Luis recognizes the need to enhance transportation and connectivity within the community; and

WHEREAS, the City of San Luis is applying for the Fiscal Year 2023 Active Transportation Infrastructure Investment Program (ATIIP) grant from the U.S. Department of Transportation (USDOT), Federal Highway Administration (FHWA); and

WHEREAS, the San Luis Active Paths Project is a transformative initiative aimed at constructing a 7.7-mile shared-use path network to provide safe and accessible routes for walking and biking, linking key community destinations such as residential areas, schools, workplaces, and transit hubs; and

WHEREAS, the total cost of the San Luis Active Paths Project is \$15,781,400, with the City requesting \$12,625,120 in federal funds and committing a local match amount of \$3,156,280; and

WHEREAS, the City of San Luis plans to source the local match; and

WHEREAS, the City of San Luis faces significant economic challenges, with a high percentage of low-income populations and notable poverty rates in Census Tracts 116.01 and 114.07; and

WHEREAS, the City of San Luis is requesting consideration for a no-match award from the U.S. Department of Transportation as a "disadvantaged community";

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

Section 1: The City Council approves the commitment letter confirming the City of San Luis's pledge to provide \$3,156,280 in local matching funds for the San Luis Active Paths Project.

Section 2: The City Council requests consideration for a no-match award from the U.S. Department of Transportation due to the significant economic challenges faced by the community.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of July 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration**

Notice of Funding Opportunity for Fiscal Year 2023 Active Transportation Infrastructure Investment Program

AGENCY: U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

ACTION: Notice of Funding Opportunity

SUMMARY:

The purpose of this Notice of Funding Opportunity (NOFO) is to solicit applications for Fiscal Year (FY) 2023 Active Transportation Infrastructure Investment Program (ATIIP) grants and will result in the distribution of up to \$44,550,000. The actual amount available to be awarded under this NOFO will be subject to the availability of funds.

Funds made available for FY 2023 for ATIIP are to be awarded on a competitive basis to construct eligible projects to provide safe and connected active transportation facilities in an active transportation network or active transportation spine. *See* Section 11529(a) of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58). This NOFO describes the application requirements, selection and evaluation criteria, applicable program and Federal requirements, and available technical assistance during the grant solicitation period.

DATES:

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Standard Time, on Monday, June 17, 2024 (the “application deadline”). Applicants are encouraged to submit applications in advance of the application deadline; however, applications will not be evaluated, and awards will not be made, until after the application deadline.

FHWA plans to conduct outreach regarding ATIIP in the form of a virtual meeting on Tuesday, April 9, 2024, at 11:00 a.m. Eastern Standard Time. To join the Webinar, and to get teleconference line information for the audio portion of the Webinar, follow the instructions posted on https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. The Webinar will be recorded and posted on FHWA’s Website at https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. A Telephone Device for the Deaf (TDD) is available for individuals who are deaf or hard of hearing at (202) 366-3993.

There will be an additional virtual meeting for Tribal nations on Wednesday, April 10, 2024, at 9:00 a.m. Eastern Standard Time. To join the Webinar, and to get teleconference line information for the audio portion of the Webinar, follow the instructions posted on https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. The Webinar will be recorded and posted on FHWA’s Website at

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. A Telephone Device for the Deaf (TDD) is available for individuals who are deaf or hard of hearing at (202) 366-3993.

ADDRESSES:

Applications must be submitted electronically through grants.gov. Refer to Catalog of Federal Domestic Assistance Number: 20.205.

FOR FURTHER INFORMATION CONTACT:

Kenan Hall
Agreement Specialist
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-366-1533

Alternate:

Hector Santamaria
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-493-2402

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Standard Time, Monday through Friday, except Federal holidays.

FHWA will not review applications in advance, but FHWA staff are available for general questions about ATIIP and this NOFO. FHWA will not provide technical assistance for specific applications, including providing guidance on how to address any information that should be included in an application. However, FHWA will respond to, and publicly post, questions received about this NOFO; the deadline to submit technical questions and requests for clarification is Friday, May 3, 2024. FHWA intends to post answers to questions and requests for clarification at https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/ and on FHWA's BIL Guidance Website at [Bipartisan Infrastructure Law – Guidance | Federal Highway Administration \(dot.gov\)](#). To ensure applicants receive accurate information about eligibility or the program, each applicant is encouraged to contact FHWA directly, rather than through intermediaries or third parties, with questions.

SUPPLEMENTARY INFORMATION:

Each section of this NOFO contains information and instructions relevant to the application process for ATIIIP grants. The applicant should read this NOFO in its entirety so that they have the information they need to submit eligible and competitive applications.

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This NOFO contains collection of information requirements subject to the Paperwork Reduction Act. The use of Standard Forms (SF) 424, 424A, 424B, 424C, 424D, and SF-LLL has been approved by the Office of Management and Budget (OMB) under 2105-0520. Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failures to comply with, a collection of information subject to the Paperwork Reduction Act, unless that collection displays a currently valid OMB control number.

FHWA uses www.grants.gov for receipt of all applications. Applicants must register and use the system to submit applications electronically. Applicants are encouraged to register in advance of the submission deadline and to register to receive notifications of updates/amendments to this NOFO. Approval of user registrations for the site may take multiple weeks. It is the Applicant's responsibility to monitor the grants.gov site for any updates/amendments to this NOFO.

A. Program Description

1. Overview

Section 11529 of BIL established ATIIP to provide discretionary grants to eligible entities to plan, design, and construct eligible projects that provide safe and connected active transportation infrastructure in an active transportation network or active transportation spine (BIL § 11529(a)).

Active transportation networks are facilities built for active transportation, including sidewalks, bikeways, and pedestrian and bicycle trails, that connect between destinations within a community or metropolitan region (BIL § 11529(l)(2)). An active transportation network can include a sidewalk network, bike lane network, or shared use path network within a community and must connect between destinations within a community or metropolitan region, such as by connecting neighborhoods and residences to high-demand destinations like schools, workplaces, commercial centers, recreation areas, medical centers, or other community areas.

Active transportation spines are facilities built for active transportation, including sidewalks, bikeways, and pedestrians and bicycle trails, that connect between communities, metropolitan regions, or States (BIL § 11529(l)(3)). An active transportation spine can include a rail trail or rail-with-trail, walking path, or bike route and must connect between two or more communities, metropolitan regions, or States. An active transportation spine can be considered a backbone or primary active transportation route through a particular area or region.

Active transportation means mobility options that are powered primarily by human energy (BIL § 11529(l)(1)). These include bicycling and walking and may include, depending on whether the activity is powered primarily by human energy, scooting, skating, or using wheelchairs and other mobility devices. While active transportation does not include electric micromobility options that are not powered primarily by human energy (e.g., e-scooters or certain e-bikes), active transportation spines and networks may accommodate some electric micromobility options and power wheelchairs.

This NOFO will result in the distribution of up to \$44,550,000¹ for two different categories of grants: (1) Planning and Design Grants and (2) Construction Grants. For more information about the eligible activities that can be funded with each type of grant, *see* Section C of this NOFO.

The ATIIP projects will help improve the safety, efficiency, and reliability of active transportation networks and communities; improve connectivity between active transportation modes and public transportation; enhance the resiliency of on- and off-road active transportation infrastructure and help protect the environment; and improve quality of life in disadvantaged communities through the delivery of connected active transportation networks and expanded mobility opportunities.

¹ Section 11529(j) authorizes to be appropriated \$200,000,000 for each of FYs 2022 through 2026. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328) first appropriated \$45,000,000 for ATIIP. Pursuant to Section 11529(d)(3), which allows FHWA to set aside not more than \$2,000,000 of appropriated ATIIP funds to cover the costs of administration, research, technical assistance, communications, and training activities under ATIIP, FHWA set aside \$450,000, leaving \$44,550,000 available for grants.

The ATIIP grants will allow communities to identify, prioritize, and implement improvements to the largest barriers to safe, accessible, and equitable pedestrian and bicycle network connectivity through the development of infrastructure that will provide substantial additional opportunities for walking and bicycling. Eligible organizations will be able to create plans or implement *active transportation networks* that connect destinations within or between communities or create plans or implement an *active transportation spine* connecting two or more communities, metropolitan regions, or States. The ATIIP also provides an opportunity for eligible organizations to enhance their overall transportation network by integrating active transportation facilities with transit services, where available, to improve access to public transportation.

2. Administration Priorities and Departmental Strategic Plan Goals

The DOT seeks to fund projects that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation as described in the [DOT Strategic Plan, Research, Development and Technology Strategic Plan](#), and in executive orders.²

DOT seeks to fund projects under this NOFO that, in combination with the merit selection criteria, advance the following:

i. Safety

DOT is committed to advancing safe, efficient transportation, including in ATIIP.

The National Roadway Safety Strategy (NRSS), issued January 27, 2022, commits DOT to respond to the current crisis in roadway fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero roadway deaths through a Safe System Approach (SSA).³ The SSA considers five elements of a safe transportation system – safe road users, safe vehicles, safe speeds, safe roads, and post-crash care – in an integrated and holistic manner to address roadway safety challenges.⁴ The outcomes anticipated from the projects funded by ATIIP should align with the NRSS.

Applicants should respond to this Administration priority when discussing Merit Criteria 3, 5, and 6, as appropriate. More information on these Merit Criteria can be found in Section E of this NOFO.

ii. Climate Change and Sustainability

DOT seeks to fund projects under ATIIP that reduce greenhouse gas (GHG) emissions in the transportation sector, incorporate evidence-based climate resilience measures and features, reduce lifecycle GHG emissions from project materials, avoid adverse environmental impacts to air or water quality, wetlands, and endangered species, and address the disproportionate negative

² Executive Order (E.O.) 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), E.O. 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), E.O. 14025, Worker Organizing and Empowerment (86 FR 22829), and E.O. 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

³ <https://www.transportation.gov/NRSS>

⁴ <https://www.transportation.gov/NRSS/SafeSystem>

environmental impacts of transportation on disadvantaged communities, consistent with E.O. 14008, “Tackling the Climate Crisis at Home and Abroad (86 FR 7619).”⁵

Applicants should respond to this Administration priority when discussing Merit Criteria 1 and 6, as appropriate. More information on these Merit Criteria can be found in Section E of this NOFO.

iii. Equity

DOT seeks to award projects under ATIIP that will create proportional impacts to all populations in a project area, significantly decrease transportation related disparities from all populations in a project area, and increase equitable access to project benefits, consistent with E.O. 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).”

Applicants should respond to this Administration priority when discussing Merit Criteria 2, 5, and 6, as appropriate. More information on these Merit Criteria can be found in Section E of this NOFO.

iv. Workforce Development, Job Quality, and Wealth Creation

DOT intends to use ATIIP to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with E.O. 14025, “Worker Organizing and Empowerment (86 FR 22829),” and E.O. 14052, “Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).” DOT also intends to use ATIIP to support wealth creation, consistent with the [Department’s Equity Action Plan](#) through the inclusion of local inclusive economic development and entrepreneurship such as the use of Disadvantaged Business Enterprises (DBE), Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

Applicants should respond to this Administration priority when discussing Merit Criterion 6. More information on this Merit Criterion can be found in Section E of this NOFO.

Section F.3 describes progress and performance reporting requirements for selected projects, including the relationship between that reporting and the program’s selection criteria, and the Administration’s Priorities and Departmental Strategic Plan Goals as appropriate.

3. Additional Information

The ATIIP is described in the Federal Assistance Listings under the assistance listing program title “Highway Planning and Construction” and assistance listing number 20.205.

FHWA is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. FHWA also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant

⁵ See U.S. Department of Transportation Strategic Framework FY 2022–2026 (December 2021) at <https://www.transportation.gov/administrations/office-policy/fy2022-2026-strategic-framework>

may seek the same award amounts from multiple DOT discretionary opportunities or seek a combination of funding from multiple DOT opportunities.

The applicant should identify any other DOT programs and opportunities they intend to apply for (or use if the Federal funding is already available to the applicant), and what award amounts they will be seeking, in the appropriate sections of this NOFO, including Section D.1.ii.

Applicants may review the FHWA [Bicycle and Pedestrian Planning, Program, and Project Development Guidance](#) which provides background information and guidance on Federal legislation and policies, and reference materials related to bicycle, pedestrian, and shared micromobility programs and projects, including power wheelchairs.

B. Federal Award Information

1. Award Amount Available

For FY 2023, up to \$44,550,000 is available for ATIIP Discretionary Grant Program awards under this NOFO. Of the \$44,550,000:

- FHWA may award up to **\$41,550,000** in Construction grants.⁶ Of that \$41,550,000, at least 30 percent (\$12,465,000) will be set aside for projects that construct active transportation networks (BIL § 11529(d)(1)(A)), and at least 30 percent (\$12,465,000) will be set aside for projects that construct active transportation spines (BIL § 11529(d)(1)(B)).⁷
- FHWA may award up to **\$19,620,000** in Planning and Design grants.⁸ At least \$3,000,000 will be set aside for Planning and Design grants (BIL § 11529(d)(2)).
- FHWA will award at least \$3,000,000 in Planning and Design grants, at least \$12,465,000 in Construction grants for active transportation networks, and at least \$12,465,000 in Construction grants for active transportation spines. FHWA reserves the right to award the remaining \$16,620,000 in remaining funding on any type of grant.

Any award under this NOFO will be subject to the availability of funding.

⁶ The Consolidated Appropriations Act, 2023 (Pub. L. 117-328) appropriated \$45,000,000 for ATIIP. BIL § 11529(d)(2) requires at least \$3,000,000 to be set-aside for Planning and Design grants, and FHWA set aside \$450,000 to cover the costs of administration under BIL § 11529(d)(3). Therefore, up to \$41,550,000 is available under this NOFO for Construction grants.

⁷ Pursuant to Section 11529(d)(1), subject to Section 11529(d)(2) and (3), at least 30 percent of ATIIP funds must be obligated for projects that construct active transportation networks and at least 30 percent must be obligated for projects that construct active transportation spines. Of the \$41,550,000 available for Construction grants, FHWA will provide at least \$12,465,000 for projects that construct active transportation networks and at least \$12,465,000 for projects that construct active transportation spines.

⁸ Pursuant to Section 11529(d)(2), FHWA must award at least \$3,000,000 in Planning and Design Grants. Of the \$41,550,000 available for Construction grants, after the 30 percent set-aside for active transportation networks and the 30 percent set-aside for active transportation spines, FHWA may provide the remaining \$16,620,000 for Planning and Design grants. Combined with the required \$3,000,000 set-aside, FHWA may provide a total of up to \$19,620,000 in Planning and Design grants.

2. Award Size

FHWA expects to award multiple Planning and Design grants and fewer Construction grants, depending on the availability of funding and the number of applications received, for projects satisfying the minimum project cost requirements in Section § 11529(l)(6)(B) that are described in the section further below. DOT reserves the right to make more, or fewer, awards.

i. Planning and Design Grants

Pursuant to Section 11529(l)(6)(B)(ii) of BIL, Planning and Design grants must be for projects that have planning and design costs of not less than \$100,000. There is no maximum statutory award size for Planning and Design grants. FHWA expects ATIIP awards for Planning and Design grants to range between a minimum of \$100,000 and an expected maximum of \$2,000,000.

It is important to note that this statutory minimum represents the total planning and design costs of the project, which includes the requested amount of ATIIP funding and any matching funds. FHWA reserves the discretion to consider award sizes above and below the minimum award sizes listed above, assuming that the total planning and design costs in the application are at least \$100,000.

ii. Construction Grants

Pursuant to Section 11529(l)(6)(B)(i) of BIL, Construction Grants must have a total project cost of at least \$15,000,000. There is no maximum statutory award size for Construction grants. It is important to note that this statutory minimum represents the total cost of the project, which includes the requested amount of ATIIP funding and any matching funds. In terms of suggested minimum and maximum amounts of ATIIP funds applicants may request, FHWA intends to award a minimum of \$7,500,000 in ATIIP funds for any given Construction grant, and a maximum of \$15,000,000 in ATIIP funds for qualifying disadvantaged communities or \$12,000,000 in ATIIP funds for all other Construction grant applicants. FHWA reserves the discretion to consider award sizes above and below the minimum award sizes listed above, assuming that the total project costs for the application are at least \$15,000,000.

3. Type of Award

If the successful applicant is a State department of transportation (State DOT), or a State DOT will serve as a pass-through entity to a non-State DOT entity, ATIIP funds will be awarded upon the execution of a project agreement, which is a type of grant agreement for administration of funds to a State DOT in Fiscal Management Information System (FMIS).

If the successful applicant is a non-State DOT, ATIIP funds will be awarded upon the execution of a grant agreement with FHWA. A determination will be made if the successful applicant will administer the grant, or at the request of the successful applicant, an applicable State DOT will administer the project.

4. Availability of Funds

The ATIIP awards should be obligated by a signed grant agreement by September 30, 2026.

Obligation of an ATIIP grant occurs when a selected applicant enters a project agreement with FHWA and FHWA authorizes the project to proceed. For construction, this is generally after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements and compliance with Title 23, Code of Federal Regulations (CFR), Part 635, subpart C for State DOT applicants or 2 CFR 200.318-.327 for non-State DOT applicants.

5. Period of Performance

If a grant recipient will be a State DOT or if a State DOT will serve as a pass-through to a non-State DOT entity awarded a grant, the DOT Payment System will be “Current Bill” in FMIS. The start of the period of performance will begin on the date of authorization for the project FMIS and end on the project end date in FMIS.

If a grant recipient will be a non-State DOT entity, the DOT Payment System will be “DELPHI iSupplier” and the start of the period of performance will begin on the date of the grant agreement executed by FHWA which will obligate ATIIP and end on the period of performance that is listed in the grant agreement.

FHWA expects the period of performance to be no more than 2 years for Planning and Design grants and 5 years for Construction grants.

C. Eligibility Information

To be selected for an ATIIP grant, an applicant must meet the eligibility requirements under this section, including Eligible Organization; Eligible Project; Statutory Cost Sharing or Match requirements; and, if the project is partially on Federal land, entry into a cooperative agreement with the Federal Agency with jurisdiction over the Federal land. Applications that do not meet these eligibility requirements will not be evaluated under the criteria in Section E.1.

1. Eligible Organizations

Pursuant to Section 11529(l)(5) of BIL, eligible organizations are the following:

- A local or regional governmental organization, including a metropolitan planning organization (MPO) or regional planning organization or council;
- A multicounty special district;
- State;⁹
- A multistate group of governments; or
- An Indian Tribe.¹⁰

2. Cost Sharing or Matching

i. General Federal Share

Except as stated below for projects in disadvantaged communities in Section C.2.ii, the Federal share of the cost of a project carried out with an ATIIP grant shall not exceed 80 percent of the

⁹ The term “State” means any of the 50 States, the District of Columbia, or Puerto Rico (23 U.S.C. 101(a)(28)).

¹⁰ The term “Indian Tribe” has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act, which is codified at 25 U.S.C. 5304 (BIL § 11529 (l)(7)).

total project cost (BIL § 11529(f)(1)). Such awardees must provide at least a 20 percent matching share of the total project cost. The total project cost consists of the total Federal share, matching funds, and any additional non-ATIIP Federal funds that are not eligible for match. Other Federal funds may be used as matching funds, but only if specifically allowed by statute. Tribal applicants may use their Tribal Transportation Program funding as non-Federal match in accordance with Title 23, United States Code (U.S.C.), Section 120(k). For more information on Federal share, see 2 CFR 200.306.

Additional information on non-Federal matching requirements can be found at https://www.fhwa.dot.gov/legsregs/directives/policy/memonfmr_tapered20190515.htm.

FHWA will not consider previously incurred costs or previously expended or encumbered funds towards the matching requirement for any project. Matching funds are subject to the same Federal requirements described in Section F.2 as awarded funds.

See Section D.2.ii for information about documenting cost sharing in the application. Applicants should also note that while projects meeting the 20 percent matching share requirement will be eligible, projects with a greater matching share may receive a higher rating under Merit Criterion 4, as described in more detail in Section E.1.

For each project that receives a grant under this NOFO, FHWA expects the project to be completed using at least the level of non-Federal funding that was specified in the application.

ii. Federal Share for Disadvantaged Communities

For projects serving communities with a poverty rate of over 40 percent based on the majority of census tracts served by the project, the Federal share is 100 percent of the total project cost (BIL § 11529(f)(2)). For such projects, this means that no matching funds are required for the project to be eligible. In addition, such projects will automatically receive the highest rating under Merit Criterion 4, as described in Section E.1.

To identify as such a disadvantaged community and be eligible for a 100 percent Federal share, applicants must provide FHWA with sufficient information that the proposed project would serve communities with a poverty rate of over 40 percent based on the majority of census tracts served by the project, including identifying each census tract that will be served by the project, the poverty rate of each of those census tracts, and how the project serves each identified census tract. Applicants should explain how the proposed project may serve census tracts outside of the census tract(s) where the proposed project is located.

It is important to note that FHWA will make the final determination of whether a project is eligible for the 100 percent Federal share under BIL § 11529(f)(2). For that reason, it may be advisable for applicants who believe they are eligible for the 100 percent Federal share described in this section to nonetheless provide information indicating that, alternatively, they can provide a 20 percent non-Federal share. Otherwise, if FHWA determines that the application is not eligible for the 100 percent Federal share and the applicant does not provide additional information, that application would be deemed ineligible and would not receive ATIIP funds under this NOFO.

One method of determining the poverty rate of the census tracts surrounding your project is as follows:

1. Go to data.census.gov.
2. Click Advanced Search below the search bar.
3. In the sidebar, click Geography > Census Tract > [Your state] > [Your county].
4. Either choose the census tracts you know your project impact or choose “All Census Tracts within [Your county].”
5. In the sidebar, click “Search for filter” and type in “Poverty.” Check the box labeled “Poverty” and then click the X on the top right of the window will.
6. Next, click the “Maps” tab on the top navigation, then select “S1701 | POVERTY STATUS IN THE PAST 12 MONTHS.” You should now see a map with the census tracts of your selected geography displaying the percentage of residents living below the poverty level among the population for whom poverty status is determined using the most up-to-date Census data.
7. Next, click “Classes” in the map toolbar at the top of the window. Add a break value of 40 percent. The map classification will update to clearly show which census tracts have a poverty rate above 40 percent.

3. Eligible Projects Partially on Federal Land

Any eligible organization that submits a project located in part on Federal land must have a cooperative agreement with the appropriate Federal Agency with jurisdiction over the Federal land before submitting an application (BIL § 11529(b)(2)). For projects located in part on Federal land, the eligible organization must include a copy of that cooperative agreement.

This is an eligibility requirement, and a project partially located on Federal lands that does not submit a copy of such a cooperative agreement will not be eligible for ATIIP funds under this NOFO.

4. Other

i. Eligible Projects

To be eligible to receive ATIIP funds, projects must consist of an active transportation project or group of projects within or between a community or group of communities, at least one of which falls under the jurisdiction of the applicant (BIL § 11529(l)(6)(A)).

Applicants may apply for more than one grant. Applicants may apply for both a Planning and Design grant and a Construction grant; however, the applications must be for separate projects. If an applicant applies for a Planning and Design grant and a Construction grant for the same project, it will be treated as a Construction grant. Construction grants may include the full range of planning and design activities that may be undertaken as part of a Planning and Design grant.

Projects must also abide by the minimum project costs described in Section B.2 to be eligible. This means that projects seeking Planning and Design grants must have planning and design costs of at least \$100,000 (BIL § 11529(l)(6)(B)(ii)), and projects seeking Construction grants must have total project costs of at least \$15,000,000 (BIL § 11529(l)(6)(B)(i)).

Applicants can seek a Planning and Design grant for projects that develop a plan for an active transportation network or spine project. Applicants with an existing plan may also apply for a Planning and Design grant to update and further develop their plan.

ii. Eligible Project Costs

a. Planning and Design Grants

Planning grants may be used to fund:

- Public engagement activities, including community visioning, outreach to affected disadvantaged populations, or other place-based strategies for public input into project plans;
- Design and planning studies that support the development of a construction project such as traffic studies supporting an active transportation outcome, active transportation network plans, connectivity analyses, asset inventories, and data collection of active transportation network gaps;
- Conceptual and preliminary engineering tied to projects in an approved plan;
- Other related transportation planning activities for active transportation networks or spines.

b. Construction Grants

Construction Grants may be used to fund, among other things:

- Property acquisition;
- Site preparation, demolition, or development;
- Payment of bonds/notes;
- Fees in connection with execution and financing of the project;
- Cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessments;
- Cost of construction, rehabilitation, reconstruction;
- Cost of land improvements;
- Contractor fees;
- Training and education related to safety of users as part of project.

All costs must conform with applicable law to be eligible, including 23 U.S.C.; 23 CFR; and 23 CFR part 200, as applicable.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov.

Once at grants.gov, select the Search Grants tab. Then enter one of the following:

- Opportunity Number: 693JJ324NF00012
- Opportunity Name: Active Transportation Infrastructure Investment Program
- Assistance Listing Number: 20.205

When at one of these pages, select the Opportunity, which will open to a page with several tabs. The first tab is a synopsis of the opportunity. Select the “Application Package” tab to download the forms needed to submit an FY 2023 ATIIP application.

For a Telephone Device for the Deaf (TDD), please call (202) 366-3993. If potential applicants are unable to download the application package from the internet, they may send a written request for a paper copy to the below address. Requests should be sent to:

Kenan Hall
Agreement Specialist
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-366-1533

Alternate:
Hector Santamaria
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-493-2402

2. Content and Form of Application Submission

Planning and Design Grants and Construction Grants have distinct application submission and supporting document requirements. The FHWA strongly recommends use of the template provided below. All applications should submit the following: SF; Narrative; and Budget.

i. Application

All applications must be submitted electronically through grants.gov.

Note: FHWA may share application information within FHWA or with other Federal Agencies if FHWA determines that sharing is relevant to the respective program’s objectives.

a. Standard Forms

All applicants must submit the following SFs:

Required Forms for Planning and Design Grant Applications:	Required Forms for Construction Grant Applications:
SF 424 (Application for Federal Assistance)	SF 424 (Application for Federal Assistance)

Note: Applicants may leave fields 5a, 5b, 6, 7, and 13 blank. The Project Narrative must be added as an Attachment to Item 15 of the SF-424.	Note: Applicants may leave fields 5a, 5b, 6, 7, and 13 blank. The Project Narrative must be added as an Attachment to Item 15 of the SF-424.
Grants.gov Lobbying Form (Certification Regarding Lobbying)	Grants.gov Lobbying Form (Certification Regarding Lobbying)
Disclosure of Lobbying Activities form (SFLLL)	Disclosure of Lobbying Activities form (SFLLL)
SF 424A (Budget Information for Non-Construction Programs) Note: The form should be supported by a budget narrative explaining each element of cost.	SF 424C (Budget Information for Construction Programs) Note: The form should be supported by a budget narrative explaining each element of cost.
SF 424B (Assurances for Non-Construction Programs)	SF 424D (Assurances for Construction Programs)

All mandatory SFs of the 424 family are available for download at <https://www.grants.gov/forms/forms-repository/sf-424-family>.

b. Project Narrative

The project narrative should clearly state whether the application is for a Planning and Design grant or a Construction grant.

FHWA recommends that the project narrative follow the outline below. Following the outline will also assist evaluators in locating relevant information.

I. Basic Project Information – Description, Location, and Parties	See D.2.i.b.I
II. Grant Funds, Sources, and Uses of all Project Funding	See D.2.i.b.II
III. Merit Criteria	See D.2.i.b.III
IV. Project Readiness and Environmental Risk	See D.2.i.b.IV
V. Administration Priorities and Departmental Strategic Plan Goals	See D.2.i.b.V
VI. FHWA Priority Selection Considerations	See D.2.i.b.VI
VIII. Letters of Support	

The project narrative should provide information, including a table of contents, maps, and graphics as appropriate, necessary for FHWA to determine that the project satisfies project requirements described in Section C and to assess the merit criteria specified in Section E.1.

To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by FHWA. FHWA may, but is not required to, request additional information, including additional data, to clarify supporting data and documentation submitted in an application, but FHWA encourages applicants to submit the most relevant and complete information they can provide. FHWA also encourages applicants, to the extent practicable, to provide data in a form that is publicly available or verifiable. To ensure a fair and unbiased evaluation of applications submitted under this NOFO, FHWA will not request additional information to perfect incomplete applications.

FHWA recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). For Planning and Design Grants, the project narrative should not exceed 15 pages; for Construction Grants, the narrative should not exceed 20 pages. Appendices may include documents supporting assertions or conclusions made in the 15- or 20-page project narrative and do not count toward the page limit. If possible, Website links to supporting documents should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. FHWA recommends using appropriately descriptive final names (e.g., “Project Narratives,” “Maps,” “Memoranda of Understanding and Letters of Support,” etc.) for all attachments.

I. Basic Project Information – Project Description, Location, and Parties:

a) Project Description

The applicant should provide a concise description of the project, including a discussion of the project’s history and a description of any previously incurred project costs. This section should describe what improvements the project will provide for the relevant active transportation network or spine, describe the communities impacted by the project and how the proposed project will reduce emissions by providing low or zero-emission transportation options, improve access to economic opportunity and community economic benefits, and increase safety for those communities, and any other high-level background information that would be useful to understand the rest of the application. The applicant may use this section to place the project into a broader context of other infrastructure investments being pursued by the project sponsor.

b) Project Location

The application should provide a concise description of the project, including a detailed geographical description of the proposed project, a map of the project’s location and connections to existing transportation infrastructure, and geospatial data describing the project location (shapefiles will be accepted under 200 MB file size). This section should also describe current barriers to community connectivity, including to safe mobility, access, or economic development, as well as a description of the surrounding community impacted by the project. This section should include a detailed geographic description and map of the project area location and identify elements of the existing transportation network.

If the applicant is requesting a 100 percent Federal share under Section C.2.ii of this NOFO, the applicant should clearly indicate which communities the project is serving, how the project serves those communities, and the poverty rates of those communities.

The application should include whether the project is located in an urban or rural community. For the purpose of this NOFO, FHWA will consider communities that are within Urbanized Areas (i.e., areas with a population of 50,000 or more) to be urban communities and all other communities to be rural. FHWA will rely on the digital maps and geographic shapefiles for the 2020 Census urban areas depicted on FHWA HEPGIS maps of [MPO and 2020 Census Urban Areas - FHWA HEPGIS Maps \(dot.gov\)](#) (refer to the “MPO and Air Quality Tab” and then scroll to “MPO and 2020 Census Urban Areas”) which correlates the definitions of “urban”¹¹ and “rural areas”¹² under 23 U.S.C. and Bureau of the Census (Census Bureau) data. A list of 2020 census designated urban areas is available in the Census Bureau’s [December 29, 2022 Federal Register Notice](#) (87 FR 80114).”

c) Lead Applicant

This section of the application should provide details about the lead applicant. The details should include the lead applicant’s demonstrated experience with receipt and expenditure of Federal-aid highway program funds under 23 U.S.C. FHWA will consider the degree of experience as part of the project readiness evaluation. If an application is rated highly under other criteria, but the applicant has no or limited experience with the receipt and expenditure of Federal-aid highway program funds, FHWA may contact the applicant prior to final selection of FY 2023 awards to discuss technical resources that may be available to assist the applicant in obtaining the capacity and expertise to ensure compliance with all applicable Federal requirements and timely delivery of the project.

d) Other Public and Private Parties

The applicant should describe in detail all of the other public and private parties who are involved in delivering the project, including a specific description of the role of each entity in delivering the project.

The applicant should state whether or not a private or non-private entity will receive a direct and predictable financial benefit if the project is selected for award. This includes, but is not limited to, private and non-private entities directly benefitting from completion of the proposed project. If this project directly involves or benefits a specific private corporation, a non-public entity, or a public entity, please identify the full name of each entity, separated by a comma.

¹¹ The term “urban area” means an urbanized area or, in the case of an urbanized area encompassing more than one State, that part of the urbanized area in each such State, or urban place as designated by the Census Bureau having a population of 5,000 or more and not within any urbanized area in each State, or urban place as designated by the Census Bureau having a population of 5,000 or more and not within any urbanized area. (23 U.S.C. 101(35)). The term “urbanized area” means an area with a population of 50,000 or more designated by the Census Bureau, within boundaries to be fixed by responsible State and local officials in cooperation with each other, subject to approval by the Secretary. Such boundaries shall encompass, at a minimum, the entire urbanized area within a State as designated by the Census Bureau. (23 U.S.C. 101(36)).

¹² The term “rural areas” means all areas of a State not included in urban areas. (23 U.S.C. 101(25)).

II. Grant Funds, Sources, and Uses of all Project Funding

In addition to the information provided in the mandatory forms described above, as part of the project narrative, applicants should describe the project's budget in detail and the plans for covering the full cost of the project from all sources.

The project budget should show how different funding sources will share in each major project activity and present those data in dollars and percentages. The budget should identify other Federal funds the applicant is applying for or has been awarded, if any, that the applicant intends to use. Funding sources should be grouped into three categories: (1) Non-Federal; (2) ATIIP Funds; and (3) Other Federal Funds, with specific amounts from each funding source.

The project budget should identify all Federal funds to be used for future eligible costs of the project, including the requested ATIIP grant amount, other Federal grants that have been awarded to the project or for which the project intends to apply in the future, and any Federal formula funds that have already been programmed for the project or are planned to be programmed for the project. For each category of Federal funds to be used for future eligible project costs, the amount, nature, and source of any required non-Federal match for those funds should be provided.

If a project contains components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget should be detailed enough to demonstrate that the project satisfies ATIIP statutory cost-sharing requirement described in Section C.2, if applicable, and those associated with each category of Federal funding.

The application should include information showing that the applicant has budgeted sufficient contingency amounts to cover unanticipated cost increases.

In addition to the information enumerated above, this section should provide complete information on how all project funds may be used, availability, and funding commitments. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Complete information about project funds will ensure that FHWA's expectations for award execution align with any funding restrictions unrelated to FHWA, even if an award differs from the applicant's request.

This section of the narrative should also identify any other Federal programs and opportunities the applicant has applied for and intends to apply for and describe any additional non-ATIIP funding that is available to the applicant.

III. Merit Criteria

The applicant should describe how the proposal meets the merit criteria listed in Section E.1. FHWA encourages applicants to address each criterion. Insufficient information to assess any criterion will negatively impact the project rating. Applicants should note that merit reviewers will focus on this section of the application and will not be required to reference the other

sections in the application package; therefore, all relevant information to demonstrate alignment with the merit criteria as described in Section E.1 should be included in this section of the application. Applicants should describe the merit criteria in the order in which they are described in the NOFO and address each criterion separately. Guidance describing how FHWA will evaluate projects against the merit criteria is in Section E.1 of this NOFO. Applicants should review that section before considering how to organize their application.

IV. Project Readiness and Environmental Risk

The application should include information that, when considered with the project budget information, is sufficient for FHWA to evaluate whether the project is reasonably expected to begin construction in a timely manner. All applications should include a detailed project schedule.

Applications for Construction grants will be reviewed for Project Readiness and assigned three separate readiness evaluation ratings: Environmental Risk Assessment, Technical Capacity Assessment, and Financial Completeness Assessment. Therefore, this section for Construction grant applications should include information that addresses the Environmental Risk Assessment and Technical Capacity Assessment described in Section E. The Financial Completeness Assessment will be based on information contained throughout the application.

Applications for Planning and Design grants will be reviewed for Project Readiness and assigned two evaluation ratings: Technical Capacity Assessment and Financial Completeness Assessment. Therefore, this section for Planning and Design grant applications should include information that addresses the Technical Capacity Assessment described in Section E. The Financial Completeness Assessment will be based on information contained throughout the budget section of the application. An Environmental Risk Assessment will not be performed for planning applications, so applications for Planning and Design grants do not need to provide information related to this assessment.

Applications are not required to follow the specific format described here, but should be organized, address each relevant area of project readiness, as applicable, and promote a clear discussion that assists project evaluators.

a) Technical Feasibility (Construction, and Planning and Design grants)

The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed. The applicant must demonstrate compliance with Title VI/Civil Rights requirements, to ensure that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on the basis of race, color, national origin, sex, age, or disability.

b) Environmental Risk (Construction grants only)

This section of the application should include sufficient information for FHWA to evaluate whether the project is reasonably expected to begin construction in a timely manner consistent with all applicable Federal, State, and local requirements. To assist FHWA's project environmental risk review, applicants should provide the information requested on project schedule, required approvals, and risk and mitigation strategies, each of which is described in greater detail in the following sections.

1. Detailed Project Schedule

The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (programming on the statewide transportation improvement program (STIP)); start and completion of review under the National Environmental Policy Act (NEPA) and other Federal environmental reviews and approvals, including permitting, design completion, right-of-way acquisition, approval of plans, specifications and estimates; procurement; State and local approvals; project partnership and implementation agreements, including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

- All necessary activities will be completed to allow ATIIP funds to be obligated on a timely basis and that any unexpected delays will not put the funds at risk of expiring before they are obligated; and
- All real property and right-of-way acquisition necessary for the project will be completed in a timely manner in accordance with 49 CFR 24, 23 CFR 710, and other applicable legal requirements or a statement that no acquisition is necessary. A plan for securing any required right-of-way agreements should be included. If applicable, this section should describe a right-of-way acquisition plan that minimally disrupts communities and maintains community cohesion.

2. Required Approvals

i. Environmental Permits and Reviews.

The application should provide documentation of receipt (or the schedule for anticipated receipt) of all environmental approvals and permits necessary for the project to meet the project delivery timeline specified in the project schedule, and necessary to meet the statutory obligation deadline if applicable, including satisfaction of all Federal, State, and local requirements and completion of the NEPA process. Specifically, in this section the applicant may elaborate on the NEPA evaluation process. If the final agency action with respect to NEPA occurred more than 3 years before the application date, the applicant should describe a proposed approach for updating this material in accordance with applicable NEPA reconsideration requirements. This section should also provide:

- Any information on reviews, approvals, and permits by other Federal and State agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies, indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate

compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a Website link or other reference to copies of any reviews, approvals, and permits prepared.

- Environmental studies or other documents—preferably through a Website link—that describe in detail known project impacts, and possible mitigation for those impacts.
- A description of discussions with FHWA regarding the project’s compliance with NEPA and other applicable Federal environmental reviews and approvals.
- A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

ii. State and Local Approvals

The applicant should demonstrate receipt (or the schedule for anticipated receipt) of State and local approvals on which the project depends, such as State and local environmental and planning approvals, and STIP or transportation improvement program (TIP) funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support.

iii. Federal Transportation Requirements Affecting State and Local Planning

The planning requirements applicable to the Federal-aid highway program apply to all ATIP projects.¹³ Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document. Applicants should provide links or other documentation supporting this consideration.

Because projects have different schedules, the construction start date for each grant will be specified in the project-specific agreements signed by FHWA and the grant recipients, will be based on critical path items that applicants identify in the application, and will be consistent with relevant State and local plans.

iv. Assessment of Project Risks and Mitigation Strategies

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, pushback from stakeholders or impacted communities, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks to the project and the strategies that

¹³ In accordance with 23 U.S.C. 134 and 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, TIP, and STIP). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and MPO. Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans to receive a grant.

the lead applicant and any project partners have undertaken or will undertake to mitigate those risks.¹⁴ The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

To the extent an applicant is unfamiliar with the Federal-aid highway program, the applicant should contact the FHWA Division Office in their State as found at <https://www.fhwa.dot.gov/about/field.cfm> for information on what steps are prerequisite to the obligation of Federal funds to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

c. Administration Priorities and Departmental Strategic Plan Goals

Applications should discuss the administration priorities outlined in Section A and how the project addresses them along with the respective corresponding merit criteria.

I. Safety

Applicants should address how their project provides substantial safety benefits in Merit Criteria 3, 5, and 6, as applicable. Prior to receiving funds, all projects are expected to, at a minimum, identify and mitigate to the extent practicable any significant safety risks that could result after the project's completion. Applicants should include how their project will not negatively impact the overall safety of the traveling public.

II. Climate Change and Sustainability

Applicants should address how the project will consider climate change and environmental justice in the planning stage and in project delivery in Merit Criteria 1 and 6, as applicable. In particular, applicants should address how the project reduces GHG emissions in the transportation sector, incorporates evidence-based climate resilience measures and features, and reduces the lifecycle GHG emissions from the project materials. Applicants should provide information on the potential of the project to avoid emissions caused by high-emission forms of transportation, such as single-occupancy vehicles, by providing opportunities for active transportation trips. Applicants should also address the extent to which the project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, as well as address disproportionate negative impacts of climate change and pollution on disadvantaged communities, including natural disasters, with a focus on prevention, response, and recovery.

III. Equity

Applicants should address how the project will consider equity in the planning stage and in project delivery in Merit Criteria 2, 5, and 6, as applicable. Applicants should address how their project will include an equity assessment which evaluates whether the project will create proportional impacts and remove transportation related disparities to all populations in a project area. Applicants should demonstrate how meaningful public engagement will occur throughout a project's life cycle. Applicants should address how project benefits will increase affordable

¹⁴ FHWA considers an applicant's lack of experience with receipt and expenditure of Federal-aid highway funds under 23 U.S.C. a material risk.

transportation options, improve safety, connect Americans to good-paying jobs, fight climate change, and/or improve access to resources and quality of life.

IV. Workforce Development, Job Quality, and Wealth Creation

Applicants should address how their project will create good-paying jobs with the free and fair choice to join a union; promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); and change hiring policies and workplace cultures to promote the entry and retention of underrepresented populations in Merit Criterion 6. Applicants should address how the project promotes local inclusive economic development and entrepreneurship such as the utilization of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

d. FHWA Priority Selection Considerations

The applicant should describe how the proposal meets the FHWA Priority Selection Considerations listed in Section E.1. The applicant should include a section to highlight any priority considerations the project will address. Detailed information demonstrating how the project supports the priority consideration(s), and references to earlier sections of the narrative along with supporting documentation should be included in the application.

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

Effective April 4, 2022, the Data Universal Numbering System (DUNS) number is no longer required for entities doing business with the Federal Government and has been replaced by the SAM UEI. As of that date, applicants are required to use a UEI issued during the SAM.gov registration process. Active registrants in SAM.gov have had their SAM UEI automatically assigned and it is currently viewable within SAM.gov. There is no additional action necessary for registered entities to take to obtain their SAM UEI. If you are a new entity or your registration has expired, you must register your entity in SAM.gov and you will be assigned a UEI.

Each applicant is required to: (i) Be registered in SAM.gov before submitting an application; (ii) Provide a valid UEI in their application; and (iii) Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal Agency.

Please see <https://www.grants.gov/web/grants/applicants/applicant-faqs.html#UEI> for more information on the transition from DUNS to SAM UEI, including what UEI to enter into the UEI field on grants.gov and on application package forms.

FHWA may not make a Federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time FHWA is ready to make an award, FHWA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant.

NOTE TO APPLICANTS: The SAM.gov requires the registrants to provide a UEI number to complete the registration. These processes can take several weeks to complete so should be started well before the application deadline.

4. Submission Dates and Times

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Standard Time on Monday, June 17, 2024.

5. Intergovernmental Review

An application under this NOFO is not subject to the State review under E.O. 12372.

6. Funding Restrictions

Unless authorized by FHWA in writing after FHWA's announcement of FY 2023 ATIIP awards, any costs incurred prior to FHWA's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement or to count as cost share.

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

7. Other Submission Requirements

i. Scalable Project Options

Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project or a bundled project at the full requested amount. If an applicant advises that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FHWA may award a lesser amount whether or not a scalable option is provided.

ii. Submission Location

The complete application must be submitted via www.grants.gov.

iii. Consideration of Applications

Only applicants who comply with all submission deadlines described in this NOFO and electronically submit valid applications through grants.gov will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

iv. Late Applications

Applicants experiencing technical issues with Grants.gov that are beyond the applicant's control must contact atiip@dot.gov prior to the application deadline with the username of the registrant and details of the technical issue experienced. The applicant must provide:

- Details of the technical issue experienced;
- Screen capture(s) of the technical issues experienced along with corresponding Grants.gov "Grant tracking number";
- The "Legal Business Name" for the applicant that was provided in the SF-424;
- The Point of Contact name submitted in the SF-424;

- The UEI associated with the application; and
- The Grants.gov Help Desk Tracking Number.

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the registration process before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its Website; (3) failure to follow all instructions in this NOFO of funding opportunity; and (4) technical issues experienced with the applicant's computer or information technology environment.

After FHWA reviews all information submitted and contacts the Grants.gov Help Desk to validate reported technical issues, FHWA staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. FHWA will not accept appeals of an FHWA decision to approve or deny a request for a late application. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

Compliance with Section 508 of the Rehabilitation Act of 1973

FHWA encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at <https://www.access-board.gov/ict/>.

E. Application Review Information

1. Criteria

FHWA will award ATIIIP funds based on an evaluation of merit criteria, project readiness, and responsiveness to the FHWA Priority Selection Considerations as described in this section.

i. Merit Criteria

FHWA will evaluate FY 2023 ATIIIP grant applications using the following merit criteria:

Criterion #1: Mobility and Community Connectivity

FHWA will assess whether the eligible organization submitted a plan for an eligible project that is likely to provide substantial additional opportunities for walking and bicycling, including effective plans to (1) create an active transportation *network* connecting destinations within or between communities, including schools, workplaces, residences, businesses, recreation areas, and other community areas, or create an active transportation *spine* connecting two or more communities, metropolitan regions, or States; and (2) integrate active transportation facilities with transit services, where available, to improve access to public transportation.

The application should include a plan for the proposed project, preferentially one that includes a description and map of the proposed project. The plan should include information on how the project will provide opportunities for walking and bicycling and the extent of those opportunities, including access to key destinations and economic benefits associated with those opportunities, the sizes, and kinds of destinations that the project would connect to, and the percentage of the community's population living within walking or biking distance of the project. For active transportation networks, the plan should also describe the community destinations the project would connect, including schools, workplaces, residences, businesses, recreation areas,

and other community areas. For active transportation spines, the plan should describe how the project will connect two or more communities, metropolitan regions, or States.

In addition, the plan should show or describe the locations at which the active transportation facilities will integrate with transit services, if available, and the extent to which the project will improve access to public transportation, such as by showing how the project would extend or complement public transit trips. The application should also describe how physically integrated the transit network currently is with active transportation facilities.

High: For projects related to active transportation networks, the plan substantively and comprehensively demonstrates how the project will connect community destinations and, if available, public transit facilities, to improve access to jobs, schools, and key destinations. For projects related to active transportation spines, the plan substantively and comprehensively demonstrates how the project will connect two or more communities, metropolitan regions, or States. For all projects, the plan demonstrates that the project is likely to provide substantial additional opportunities for active transportation and access to jobs, schools, and key destinations, including demonstrating how the proposed active transportation infrastructure would extend or complement public transit trips, if available in the project area.

Medium: For projects related to active transportation networks, the plan is moderately responsive in demonstrating how the project will connect community destinations and, if available, public transit facilities, to improve access to jobs, schools, and key destinations. For projects related to active transportation spines, the plan is moderately responsive in demonstrating how the project will connect two or more communities, metropolitan areas, or States. For all projects, the plan demonstrates that the project is likely to increase active transportation trips and access to jobs, schools, and key destinations.

Low: For projects related to active transportation networks, the plan minimally demonstrates how the project will connect community destinations and, if available, public transit facilities, to improve access to jobs, schools, and key destinations. For projects related to active transportation spines, the plan minimally demonstrates how the project will connect two or more communities, metropolitan areas or States. For all projects, the plan demonstrates that the project is likely to only minimally increase active transportation trips and access to jobs, schools, and key destinations.

Non-Responsive: The plan is not likely to provide additional opportunities for walking and bicycling.

Criterion #2: Community Support

FHWA will assess whether the eligible organization demonstrates broad community support through the use of public input in the development of transportation plans, and the commitment of community leaders to the success and timely implementation of an eligible project.

Applications should demonstrate support from municipalities in the project area, relevant community leaders, and other partners like private sector entities. Applications should include documentation of this support, such as through letters of support. Applications may also include evidence of partnerships leveraged within the project area, such as with other governmental

entities, nongovernmental organizations, private sector entities, academic institutions, and other relevant stakeholders to achieve project benefits. The application should describe the commitment community leaders have made to the success and timely implementation of the project.

Applications should also provide a history of transportation planning in the project area, particularly with respect to the proposed project, and evidence of public involvement, including public involvement of disadvantaged communities. Public involvement may be shown through community benefit agreements and discussions with relevant stakeholders, such as private sector and community groups. Applications should demonstrate how public input has impacted transportation planning, particularly with respect to the proposed project, if applicable.

High: The application shows comprehensive and substantial community support in the development of transportation plans, including the plan for the proposed project, and comprehensive and substantial community support in the implementation of the proposed project from a broad cross-section of the community within and around the project area, including disadvantaged communities. If applicable based on community feedback received, the project advances the aims of disadvantaged communities. The application demonstrates full support from community leaders and organizations critical to the timely completion of the project to ensure its success.

Medium: The application shows moderate community support of the project in the development of transportation plans and the implementation of the proposed project or only shows extensive support from a limited cross-section of the community within and around the project area. The project does not negatively impact disadvantaged communities, based on community feedback received from such communities. The application demonstrates some support from community leaders and organizations that may likely lead to its timely completion and may likely ensure its success.

Low: The application shows limited community support in the development of transportation plans and the implementation of the proposed project. The project does not negatively impact disadvantaged communities, based on community feedback received from such communities. The application does not fully demonstrate that community leaders and organizations critical to the timely completion and success of the project support it.

Non-Responsive: The application does not demonstrate community support, or the application demonstrates that disadvantaged communities will be negatively impacted by the proposed project based on community feedback from such communities.

Criterion #3: Commitment to Increasing Walking, Biking, and Other Types of Active Transportation

FHWA will assess whether the eligible organization provides evidence of the following that facilitate significant increases in walking and biking:

- Commitment to and improvement of traffic safety,

- Regulations (such as development/land use codes that support/enable active transportation),
- Financial incentives (such as transportation demand management strategies), or
- Community design policies (such as policies or design guidance that prioritize safety, comfort, and accessibility of pedestrians and bicyclists).

Applications should detail the specific steps they are taking to provide a commitment to traffic safety, and any regulations, financial incentives, or community design policies related to active transportation. Applications should detail how those commitments, regulations, financial incentives, and design policies have facilitated increases in walking and bicycling and the extent of that increase. Where possible, applicants should demonstrate how the project integrates principles from DOT's NRSS and the SSA.

High: The application demonstrates commitment to traffic safety, regulations, financial incentives, or community design policies that facilitate significant increases in walking and bicycling. The application shows how these commitments, regulations, financial incentives, or community design policies have significantly improved safety, in line with the NRSS and SSA.

Medium: The application demonstrates commitment to traffic safety, regulations, financial incentives, or community design policies that facilitate increases in walking and bicycling. The application shows how these commitments, regulations, financial incentives, or community design policies have improved safety.

Low: The application explains minimally how the applicant has demonstrated commitment to traffic safety, regulations, financial incentives, or community design policies that facilitate increases in walking and bicycling; or the application explains how the applicant has demonstrated commitment to traffic safety, regulations, financial incentives, or community design policies that facilitate limited increases in walking and bicycling.

Non-Responsive: The application does not address how the applicant has shown a commitment to traffic safety, regulations, financial incentives, or community design policies, or the application does not show how those are connected to increases in walking and bicycling, or the application demonstrates or suggests that the project will result in negative safety outcomes.

Criterion #4: Financial Completeness

FHWA will assess the extent to which the eligible organization demonstrates commitment of State, local, or eligible Federal matching funds, and in-kind contributions such as land, in addition to the local match required under subsection C.2, unless the applicant qualifies for an exception under subsection C.2.ii, in which case the application will receive a *High* score for this criterion.

More detail on required information to be included in the project narrative regarding grant funds, sources, and uses of all project funding is presented in Section D. 1.ii.b of this NOFO. More detail on cost sharing or matching is presented in Section C.2 of this NOFO.

High: The application demonstrates fully committed funding that goes above and beyond the 80 percent match requirement, or the project qualifies for a 100 percent Federal share pursuant to Section C.2.ii of the NOFO.

Medium: The application demonstrates fully committed funding that meets the 80 percent match requirement.

Low: The applicant demonstrated funding that meets the 80 percent match requirement, but one or more Federal or non-Federal match sources are still uncertain as to whether they will be secured.

Non-Responsive: The application does not demonstrate a full commitment of funding to meet the 80 percent match requirement.

Criterion #5: Equitable Development

FHWA will assess the extent to which the eligible organization demonstrates that the project will address existing disparities in bicyclist and pedestrian fatality rates based on race or income level or provide access to jobs, schools, and services for low-income communities, disadvantaged communities, and people with disabilities.

Applications should describe how they intend to measure change in existing disparities and what metrics the applicant will use throughout the lifecycle of the project. Applicants are encouraged to use the FHWA [Screening Tool for Equity Analysis of Projects](#) to understand what groups will be impacted by the proposed project, as applicable.

Applicants should provide a plan for how they will identify groups based on race or income level with existing disparities to the general population of the community in terms of bicyclist and pedestrian fatality rates. The application should explain how the project intends to decrease such disparities, such as through an equity analysis and how the project intends to measure changes and what metrics will be used.

The application should also describe how it intends to provide access to jobs and services for low-income communities and disadvantaged communities (e.g., children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality), and how the project would support economic competitiveness and wealth creation, such as through increased mobility and expanded connectivity.

Applicants are strongly encouraged to use the [DOT Equitable Transportation Community \(ETC\) Explorer](#) to understand how their project area is experiencing disadvantage in terms of existing disparities in bicyclist and pedestrian fatality rates or access to jobs and services and use the analysis to help explain how the proposed project will positively impact the root causes of disadvantage.

High: The application demonstrates that the project will reduce existing disparities in bicyclist and pedestrian fatality rates based on race or income level *and* provide access to jobs, schools,

and other key destinations. The application provides how the project will measure effectiveness over its lifecycle in terms of decreasing disparities and includes relevant metrics to be tracked.

Medium: The application demonstrates that the project will reduce existing disparities in bicyclist and pedestrian fatality rates based on race or income level *or* demonstrates how it will provide access to jobs, schools, and other key destinations.

Low: The application demonstrates that the project will reduce existing disparities in bicyclist and pedestrian fatality rates based on race or income level only to a limited degree *or* will only provide limited access to jobs, schools, and other key destinations.

Non-Responsive: The project did not address the Equitable Development criterion, or the project negatively impacts disadvantaged communities, or the project increases disparities faced by disadvantaged communities.

Criterion #6: Other DOT Goals and Priorities

FHWA will assess whether the eligible organization demonstrates how their investment in active transportation will advance:

- Safety for pedestrians and cyclists,
- Access to jobs and key destinations,
- Economic competitiveness,
- Environmental protection, and
- Quality of life.

In addressing this criterion in applications, applicants should not present duplicative information already supplied in their application. The focus of this criterion is on demonstrating how the applicant's investment in active transportation will advance mode shift to reduce GHG emissions, improve access for people of all ages and abilities, and address workforce considerations.

The applicant should describe how its investment in active transportation, especially through the proposed project, advances the above key priorities and the metrics the applicant will use to measure progress made in achieving these priorities throughout the life cycle of the project.

In terms of safety, applications should demonstrate how the implementation of the proposed project advances safety for all pedestrians and cyclists, including through the incorporation of the [Complete Streets Design Model](#).

In terms of access to jobs, schools, and key destinations, applications should demonstrate how the implementation of the proposed project, advances and improves access to jobs, schools, and key destinations.

In terms of economic competitiveness, applications should describe how the implementation of the proposed project, advances workforce development goals, such as by incorporating strong labor standards for skilled construction labor needed on the project (e.g., wages and benefits at or above prevailing; use of project labor agreements or registered apprenticeship programs); committing to supporting training opportunities as part of the project, including pre-

apprenticeship or apprenticeship readiness programs, youth corps, and conservation corps; tracking and publishing aggregate workforce data, including information demonstrating that employment opportunities are available for historically underserved or disadvantaged individuals in the community; and furthering local inclusive economic development and entrepreneurship, such as by utilizing DBEs, Minority-owned Businesses, Women-owned businesses, or 8(a) firms.

In terms of environmental protection, applications should describe how the implementation of the proposed project advances environmental protection goals, such as through an analysis of the project's anticipated increase in the percentage of person trips by active transportation and by transit integrated with active transportation facilities; resultant reductions in air pollution and GHG emissions; and any changes in land-use patterns that may reduce emissions. Where applicable, applications should also explain how the project incorporates climate resilience measures and features, reduces lifecycle GHG emissions from project materials, avoids adverse environmental impacts, and addresses the disproportionate negative impacts of transportation on disadvantaged communities. Applications should incorporate analysis of emissions reduction strategies for transportation infrastructure such as those considered in a State Carbon Reduction Plan or TIP or equivalent local plan.

In terms of quality of life, applications should describe how the implementation of the proposed project, is comfortable for and accessible to the needs of all active transportation users, including young children, older adults, and people with disabilities.

High: The application demonstrates how the project's investment in active transportation will support all five goals described above: improvement in safety for pedestrians and cyclists; improvement in access to jobs and key destinations; improvement in economic competitiveness; improvements in environmental protection; *and* improvement in quality of life by showing how the project will support accessibility for all users and abilities.

Medium: The application demonstrates how the project's investment in active transportation will support three of the five goals described above: improvement in safety for pedestrians and cyclists; improvement in access to jobs and key destinations; improvement in economic competitiveness; improvements in environmental protection; and improvement in quality of life by showing how the project will support accessibility for all users and abilities.

Low: The application demonstrates how the project's investment in active transportation will support one of the five goals described above: improvement in safety for pedestrians and cyclists; improvement in access to jobs and key destinations; improvement in economic competitiveness; improvements in environmental protection; *or* improvement in quality of life by showing how the project will support accessibility for all users and abilities.

Non-Responsive: The application does not address how investment in active transportation will advance any of the five goals described above: improvement in safety for pedestrians and cyclists; improvement in access to jobs and key destinations; improvement in economic competitiveness; improvements in environmental protection; or improvement in quality of life by showing how the project will support accessibility for all users and abilities.

ii. Project Readiness

FHWA will consider project readiness to assess the likelihood of a successful project.

Projects applying for Construction grants will be reviewed for Project Readiness and assigned three evaluation ratings: Environmental Risk Assessment, Technical Capacity Assessment, and Financial Completeness Assessment.

Projects applying for Planning and Design grants will be assigned two evaluation ratings: Technical Capacity Assessment and Financial Completeness Assessment. An Environmental Risk Assessment will not be performed for applications for Planning and Design grants. For applications for Construction grants, applications should contain a section that explicitly addresses Environmental Risk. The Technical Capacity Assessment and Financial Completeness Assessment will be completed for all applications based on information contained throughout the application.

For Construction grants, the Environmental Risk Assessment analyzes the project’s environmental approvals and the likelihood of the necessary approval affecting project obligation, resulting in a rating of “high risk,” “moderate risk,” or “low risk.”

The Technical Capacity Assessment will be reviewed for all eligible applications and will assess the applicant’s capacity to successfully deliver the project in compliance with applicable Federal requirements based on factors including the recipient’s experience working with Federal Agencies, civil rights compliance (including compliance with Title VI of the Civil Rights Act of 1964 and accompanying FHWA regulations, the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act), previous experience with DOT or FHWA discretionary grant awards, and the technical experience and resources dedicated to the project. The Technical Capacity Assessment for each application will result in a rating of “certain,” “somewhat certain or unknown,” or “uncertain.” Lack of previous project delivery experience according to Federal requirements is not a sufficient justification by itself for a rating of “uncertain,” but may result in a rating of “unknown.”

The Financial Completeness Assessment will be reviewed for all eligible applications and will review the availability of matching funds and whether the applicant presented a complete funding package. The Financial Completeness Assessment for each application will result in a rating of “complete,” “partially complete,” or “incomplete.” For projects that receive a rating of “complete” and include funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates, without specified contingency, evaluators may add a comment to note the potential for uncertainty in the estimated project costs. All applicants should describe a plan to address potential cost overruns and future maintenance and preservation costs and how those costs will be funded.

The Project Readiness Ratings described above will be translated to a high, medium-high, medium, medium-low, or low rating, using the tables below:

Rating	1	2	3
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Technical Capacity	Uncertain: The team is not confident in the applicant's capacity to deliver this project in a manner that satisfies Federal requirements	Somewhat Certain/Unknown: The team is moderately confident in the applicant's capacity to deliver the project in a manner that satisfies Federal requirements	Certain: The team is confident in the applicant's capacity to deliver the project in a manner that satisfies Federal requirements
Financial Completeness	Incomplete Funding: The project lacks full funding, or one or more Federal or non-Federal match sources are still uncertain as to whether they will be secured in time to meet the project's construction schedule	Partially Complete/Appears Stable and Highly Likely to be Available: Project funding is not fully committed but appears highly likely to be secured in time to meet the project's construction schedule	Complete, Stable and Committed: The Project's Federal and non-Federal sources are fully committed and there is demonstrated funding available to cover contingency/cost increases
Environmental Review and Permitting Risk (ONLY for applications for Construction grants)	High Risk: The project has not completed or begun NEPA and there are known environmental, or litigation concerns associated with the project	Moderate Risk: The project has not completed NEPA or secured necessary Federal permits, and it is uncertain whether they will be able to complete NEPA or secure necessary Federal permits in the time necessary to meet their project schedule	Low Risk: The Project has completed NEPA, or it is highly likely that they will be able to complete NEPA and other environmental reviews in the time necessary to meet their project schedule

To determine the overall Project Readiness rating for applications for Construction grants, FHWA will use the following table:

Rating	Description
High	All 3's
Medium-High	Two 3's, one 2
Medium	One 3, two 2's
Medium-Low	All 2's
Low	Any 1's

To determine the overall Project Readiness rating for applications for Planning and Design grants, FHWA will use the following table:

Rating	Description
High	All 3's
Medium-High	One 3, one 2
Medium	All 2's
Low	Any 1's

iii. Overall Application Rating

FHWA will assign each eligible application an overall rating of 'Highly Recommended,' 'Recommended,' or 'Not Recommended' on the following basis:

Overall Merit Rating	Individual Criteria Rating
Highly Recommended	<u>Merit Criteria</u> <ul style="list-style-type: none"> At least three 'High' ratings; and No more than one 'Low' rating; and No 'Non-Responsive' ratings; and <u>Project Readiness</u> <ul style="list-style-type: none"> At least a Medium-High rating
Recommended	<u>Merit Criteria</u> <ul style="list-style-type: none"> At least one 'High' rating; and No more than one 'Low' rating; and No 'Non-Responsive' ratings; and <u>Project Readiness</u> <ul style="list-style-type: none"> At least a Medium rating
Not Recommended	<u>Merit Criteria</u> <ul style="list-style-type: none"> One or more 'Non-Responsive' ratings; or Combination of ratings that do not fit within the definitions of Highly Recommended, Recommended; or <u>Project Readiness</u> <ul style="list-style-type: none"> A Medium-Low or Low rating

iv. Priority Selection Considerations

After completing the merit review, among projects of similar merit, FHWA will prioritize FY 2023 ATIP projects that meet the following:

- Projects that connect key community institutions through active transportation infrastructure, particularly schools; and
- Projects that provide substantial benefits to disadvantaged communities within or around the project area.

2. Review and Selection Process

FHWA will conduct an application intake and eligibility review by providing an initial eligibility screening based on the criteria in Section C. Only eligible projects will be evaluated against the merit criteria and for project readiness as described in Section E.1. The ATIIP application evaluation and selection project consists of (1) a Technical Review, (2) an FHWA Senior Review, and (3) Project Selections.

i. Technical Review

The evaluation of eligible applications will be conducted by a Technical Review Team who may consist of FHWA staff with broad expertise in the subject areas included in the criteria. The Technical Review Team will evaluate each eligible application against the merit criteria in Section E.1.i. and assign an overall application rating as defined under Section E.1.iii. The Technical Review Team will also evaluate the Project Readiness Rating in Section E.1.

Based on the outcome of these reviews, the Technical Review Team will assign an overall rating of Highly Recommended, Recommended, or Not Recommended to each application as outlined in Section E.1.iii.

All of the Highly Recommended and Recommended applications will be reviewed by the FHWA Division Office in the State in which the project is located. The Divisions will review the respective applications and evaluate whether there are any aspects in the delivery of the proposed projects that may prevent the project from timely moving forward upon receipt of an ATIIP grant.

The Technical Review Team will also evaluate each Highly Recommended and Recommended application against its responsiveness to the FHWA Priority Selection Considerations.

ii. Applications Recommended for Consideration by the FHWA Senior Review Team (SRT)

The Technical Review Team will send to the FHWA SRT the overall application rating for each eligible ATIIP application and evaluation of responsiveness to the FHWA Priority Selection Considerations for all Highly Recommended and Recommended projects.

iii. FHWA SRT Process

The FHWA SRT consists of senior FHWA officials who have been requested to serve by the FHWA Administrator. The SRT, which may include the FHWA Administrator's participation in the SRT review process, advises the FHWA Administrator which Highly Recommended and Recommended projects the FHWA Administrator should select for funding.

The FHWA SRT may also propose the selection of a project that is rated Recommended over a Highly Recommended project. When proposing a Recommended project over a Highly Recommended one, the FHWA SRT will select Recommended projects by considering how well the project addressed the merit criteria and number of criteria rated High, as well as the responsiveness to the FHWA Priority Selection Considerations.

When identifying applications to recommend to the FHWA Administrator, the FHWA SRT may consider geographic diversity including, as applicable, the need for a balance between the needs

of rural and urban communities. They may also consider an application's responsiveness to the DOT Priority Selection Considerations.

iv. Project Selections

The FHWA Administrator makes final project selections and will select among the projects advanced by the FHWA SRT. The review process gives the Administrator the discretion to determine which applications best address program requirements, advance the Administration's Priorities and Departmental Strategic Plan Goals, and should be selected. When selecting projects, the Administrator may also consider geographic diversity including the need for a balance between the needs of rural and urban communities, and selecting projects that ensure the effective use of Federal funding.

In selecting projects, the Administrator will ensure that the funding requirements described in Section B.1 of this NOFO are met.

FHWA is not obligated to make any award as a result of this NOFO.

3. Risk Assessment

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. The DOT must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System [FAPIIS]). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. FHWA will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

4. Additional Information

FHWA may, during the selection process, enter into discussions with an applicant that may include mutually agreeing upon a lesser amount of a potential award than originally requested in the application if necessary due to the quantity, size, and scope of the applications received in response to this NOFO and the results of the application review process. However, at no times will grants be awarded for projects that would fall beneath the minimum total project cost thresholds of \$100,000 in planning and design costs for Planning and Design grants and \$15,000,000 in total costs for Construction grants. Discussions may include scalable project options as described under Section D.6.i of this NOFO.

Because award recipients under this program may be first-time recipients of Federal funding, FHWA is committed to implementing the program as flexibly as permitted by statute and to provide assistance to help award recipients through the process of securing a grant agreement.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the FHWA Administrator will announce awarded projects by posting a list of selected projects at

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. Notice of selection is not authorization to begin performance or to incur costs for the proposed project. Following that announcement, FHWA will contact the point of contact listed in the SF- 424 to initiate negotiation of the project agreement for authorization. If the negotiations do not result in the execution of a grant agreement, FHWA reserves the right to decline to fund the announced project.

Recipients of ATIIP Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, FHWA will reimburse ATIIP Grant funds only after a project agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Unless authorized by FHWA in writing after FHWA's announcement of FY 2023 ATIIP awards, any costs that a recipient incurs before FHWA executes a project agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

2. Administrative and National Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR Part 1201. Applicable Federal laws, rules, and regulations set forth in title 23, U.S.C., and title 23 of the CFR, shall apply to awards provided under this program.

In connection with any program or activity conducted with or benefiting from funds awarded under this NOFO, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the DOT and FHWA; and applicable Federal financial assistance and contracting principles promulgated by OMB. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If FHWA determines that a recipient has failed to comply with applicable Federal requirements, FHWA may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

In particular, E.O. 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Any grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carriers Safety Regulations (FMCSR), or vehicles that are exempt from FMVSS or FMCSR in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

i. Program Requirements

a. Critical Infrastructure Security, Cybersecurity and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with Presidential Policy Directive 21 - Critical Infrastructure Security and Resilience, and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by DOT and the U.S. Department of Homeland Security, will be required to do so before receiving funds.

b. Domestic Preference Requirements

As expressed in E.O. 14005, “Ensuring the Future is Made in All of America by All of America’s Workers,” (86 FR 7475), the policy of the executive branch is to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this NOFO are subject to the domestic preference requirements for steel, iron, and manufactured products found in 23 U.S.C. 313, as implemented by 23 CFR 635.410, and the domestic preference requirements for construction materials found in the Build America, Buy America Act (Pub. L. 117-58, div. G §§ 70901-70927), as implemented by 2 CFR part 184. FHWA expects all applicants to comply with those requirements.

The applicability of Federal requirements to a project may be affected by the scope of the NEPA reviews for that project. For example, under 23 U.S.C. 313(h), FHWA’s Buy America requirements regarding steel, iron, and manufactured products apply to all contracts that are eligible for assistance under title 23, U.S.C. and are carried out within the scope of the NEPA finding, determination, or decision, regardless of the funding source of such contracts if at least one contract is funded with Title 23 funds.

c. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the ADA, and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI Plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. FHWA Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

d. Federal Contract Compliance

As a condition of grant award and consistent with E.O. 11246, “Equal Employment Opportunity (30 FR 12319, and as amended),” all federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for

work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing E.O. 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. The OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on DOL's Website: <https://www.dol.gov/agencies/ofccp/faqs/construction-compliance>.

3. Reporting

i. Progress Reporting on Grant Activities

Each applicant selected for ATIIP grant funding must submit semi-annual progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in ATIIP.

ii. Performance and Program Evaluation

As a condition of grant award, ATIIP grant recipients may be required to participate in an evaluation undertaken by FHWA, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The DOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; (4) access to right-of-way to contractor or FHWA staff for long-term data and observation collection; and (5) follow evaluation procedures as specified by the evaluation contractor or FHWA staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal Awarding Agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment

needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR Part 200).

iii. ATIIIP Project Specific Reporting Requirements

Each applicant selected for ATIIIP grant funding must collect and report to FHWA information on the project's performance based on performance indicators FHWA identifies related to program goals and other information as requested by FHWA. Program goals include: 1) improving safety for people walking, bicycling, and rolling; 2) promoting equity throughout the active transportation planning, design, funding, implementation, and evaluation process; 3) achieving safe, accessible, comfortable, and connected multimodal networks; and 4) getting more people walking, bicycling, and rolling. Performance indicators should include measurable goals or targets that FHWA will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of ATIIIP. FHWA will work with the grant recipient to establish a recommended two to four performance measures that enable FHWA to measure and evaluate the outcomes of the individual grant. Performance reporting continues for several years after project construction is completed.

Each applicant selected for ATIIIP grant funding must report to FHWA on 1) best practices in implementing their project and 2) impediments experienced in developing and shifting to active transportation.

iv. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal Awarding Agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

v. Other

FHWA reserves the right to request additional information, if deemed needed, to better understand the status of the project. The successful applicant will provide additional financial reporting beyond the semi-annual reporting, if such statements are necessary to address FHWA's Stewardship and Oversight responsibility of the funds. The successful applicant also agrees to allow periodic project inspections and FHWA will provide notice for such inspections.

G. Federal Awarding Agency Information

For questions concerning this NOFO and ATIIIP, [please contact](#):

Kenan Hall
Agreement Officer
Office of Acquisition and Grants Management
Federal Highway Administration

U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-366-1533

Alternate:

Hector Santamaria
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-493-2402

A TDD is available for individuals who are deaf or hard of hearing at (202) 366-3993.

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Standard Time, Monday through Friday, except Federal holidays.

H. Other Information

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) State on the cover of that document that it “Contains Confidential Business Information (CBI)”; (2) mark each page that contains confidential information with “CBI”; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If FHWA receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, FHWA will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. Publication/Sharing of Application Information

Following the completion of the selection process and announcement of awards, FHWA may publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. This includes unsuccessful applicants. Except for the information properly marked as described in Section H.1, FHWA may make application narratives publicly available or share application information within DOT or with other Federal Agencies if FHWA determines that sharing is relevant to the respective program’s objectives.

3. Feedback on Applications

Debriefs by FHWA are available to applicants not selected for award to receive information about the evaluation of their application.

4. Grant Application Resources

FHWA intends to provide resources to help interested applicants understand ATIIP discretionary grant programs through Webinars, frequently asked questions, and other materials provided such as the ATIIP program Website https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. Additional grant applications resources for this and other Departmental grant programs can be found on the DOT Navigator at www.transportation.gov/dot-navigator. User-friendly information and resources regarding DOT’s discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) Website at www.transportation.gov/rural. Resources on meaningful public involvement can be found at <https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making>.

5. Definitions

Term	Definition
Active Transportation	Mobility options powered primarily by human energy, including bicycling and walking. <i>See</i> BIL § 11529(1)(1).
Active Transportation Network	Facilities built for active transportation, including sidewalks, bikeways, and pedestrian and bicycle trails, that connect destinations within a community or metropolitan region. <i>See</i> BIL § 11529(1)(2).
Active Transportation Spine	Facilities built for active transportation, including sidewalks, bikeways, and pedestrian and bicycle trails that connect between communities, metropolitan regions, or States. <i>See</i> BIL § 11529(1)(3).
Community	A geographic area that is socioeconomically interdependent and may include rural, suburban, and urban jurisdictions. <i>See</i> BIL § 11529(1)(4).
Complete Streets	Complete Streets are streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient.

Term	Definition
	Complete Street policies are set at the State, regional, and local levels and are frequently supported by roadway design guidelines.
Disadvantaged Community	Communities with a poverty rate of over 40% based on the majority of census tracts served by the proposed project. <i>See</i> BIL § 11529(f)(2).
Indian Tribe	<p>Has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304, defined below):</p> <p>Any Indian Tribe, band, nation, or other organized group, or community, including pueblos, rancherias, colonies and any Alaska Native Village, or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. <i>See</i> BIL § 11529(1)(7).</p>
State	Any of the 50 States, the District of Columbia, or Puerto Rico. <i>See</i> 23 U.S.C. 101(a)(28).
Safe System Approach	The SSA is a data-driven, holistic, and equitable method to roadway safety that fully integrates the needs of all users, anticipates the possibility of errors by drivers and other road users, and manages crash impact forces to levels tolerated by the human body. The SSA includes five elements: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care.



Legend

Points of Interest

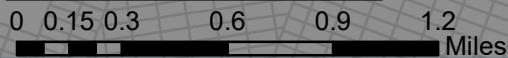
- San Luis I - Port of Entry
- San Luis II - Commercial Port of Entry
- Trailhead

SAN LUIS PATHS/TRAILS

Path / Trail Tier

- Primary Spine
- Canal Trail
- Arterial Street
- Proposed Trail 1
- Park Space
- Local Roads
- Colorado River
- City of San Luis Municipal Boundary
- MEXICO
- Mexico-Roads

Proposed Trail 1 (Canal Trail)



Co 22 1/2 St

Co 22nd St

Co 21 1/2 St S

Co 21st St S

Co 25th St

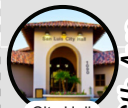
Cesar Chavez Blvd

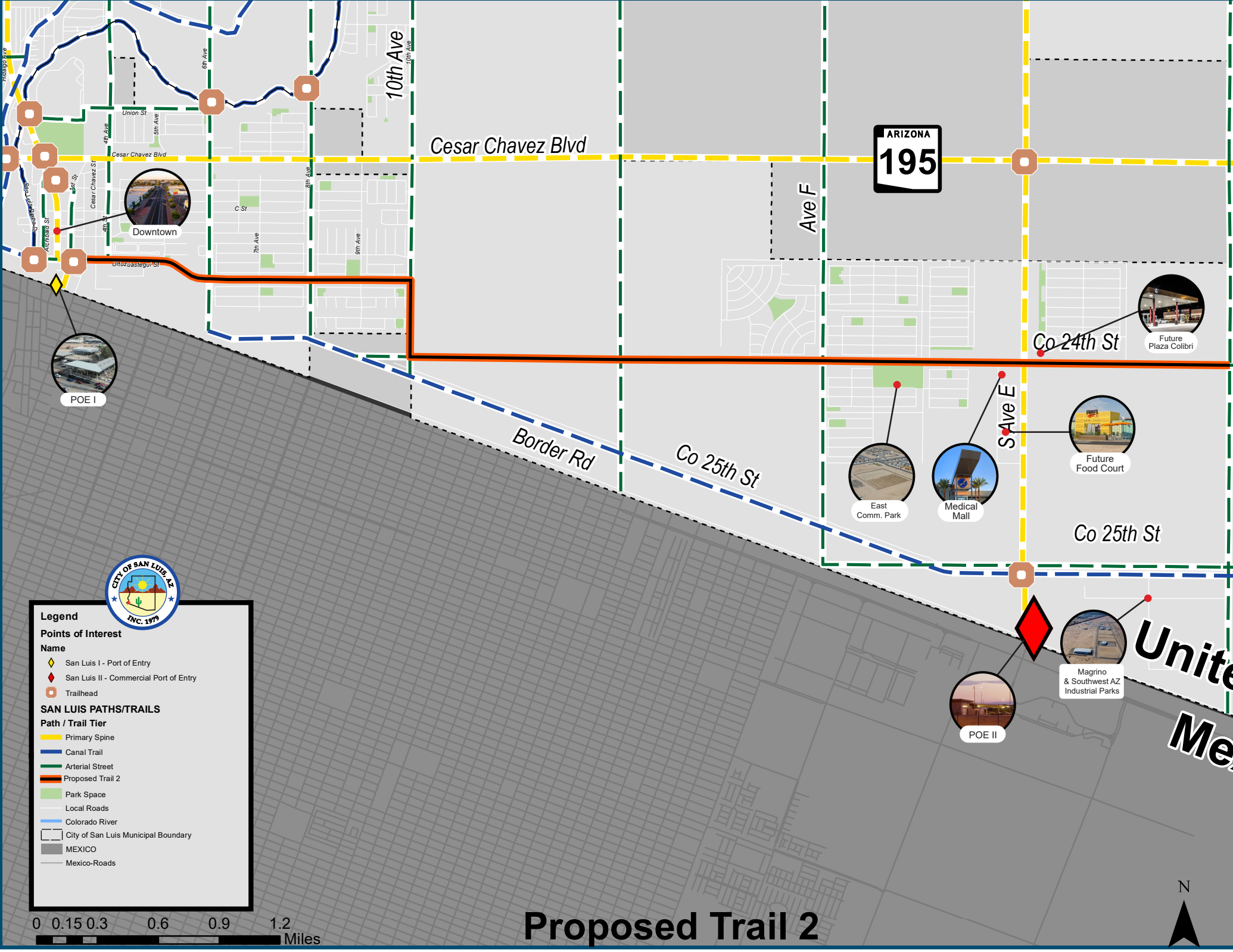
Border Rd

6th Ave

10th Ave

Ave F





Legend

Points of Interest

Name

- San Luis I - Port of Entry
- San Luis II - Commercial Port of Entry
- Trailhead

SAN LUIS PATHS/TRAILS

Path / Trail Tier

- Primary Spine
- Canal Trail
- Arterial Street
- Proposed Trail 2
- Park Space
- Local Roads
- Colorado River
- City of San Luis Municipal Boundary
- MEXICO
- Mexico-Roads



Proposed Trail 2



**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

Total Costs	
East Main Canal - Los Alamos to Co. 22nd Street	\$ 3,267,900
East Main Canal - Co. 22nd Street to 8th Ave.	\$ 1,307,300
East Main Canal - 8th Ave. to 4th Ave.	\$ 2,380,400
East Main Canal - 4th Ave. to Main Street (Including	\$ 2,584,050
East Main Canal - Main Street to Cesar Chavez	\$ 445,300
East Main Canal - Cesar Chavez Blvd. to	\$ 949,000
County 24th Street - 10th Avenue to Avenue F-1/2	\$ 2,326,600
County 24th Street - Avenue F-1/2 to Avenue F-1/2	\$ 763,300
Ave F-1/2 to San Luis Lane and San Luis Lane to Ave F	<u>\$ 1,757,550</u>
	\$ 15,781,400

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

**East Main Canal - Los Alamos to Co. 22nd Street
Approximately 9000 LF of Pathway**

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 26,000	\$ 26,000
2	Removal of Structures and Obstructions	LS	1	\$ 7,000	\$ 7,000
3	Roadway Excavation	CY	3,100	\$ 15.00	\$ 46,500
4	Pavement Section - 3" AC/6" ABC	SY	10,100	\$ 40	\$ 404,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	3,900	\$ 10	\$ 39,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	43	\$ 400	\$ 17,200
8	Miscellaneous Work	LS	1	\$ 4,000	\$ 4,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	9,000	\$ 2.50	\$ 22,500
10	Electrical	LS	1	\$ 384,000	\$ 384,000
11	Luminaire (Area Lights)	EA	89	\$ 4,000	\$ 356,000
12	Decomposed Granite (Gold 3/4" Minus)	SY	18,000	\$ 20	\$ 360,000
13	Landscaping	LS	1	\$ 136,000	\$ 136,000
14	Landscape Irrigation System	LS	1	\$ 162,000	\$ 162,000
15	Mobilization	LS	1	\$ 34,000	\$ 34,000
16	Wrought Iron Fence	LF	260	\$ 90	\$ 23,400
17	Concrete Sidewalk (C-05.20)	SF	1,300	\$ 16	\$ 20,800
18	Bench (Concrete)	EA	5	\$ 4,000	\$ 20,000
19	Concrete Pavers	SY	170	\$ 150	\$ 25,500
CONSTRUCTION COST SUBTOTAL [CCS]					\$ 2,094,900
CONTINGENCY - Conceptual Stage Estimate					20% \$ 419,000
SUBTOTAL - CONSTRUCTION COSTS					\$ 2,513,900
Maintenance/Protection of Traffic					3% \$ 75,000
Storm Water Pollution Prevention Plan					2.5% \$ 63,000
Quality Control					2% \$ 50,000
Construction Survey / Layout					2.5% \$ 63,000
SUBTOTAL - GENERAL ITEMS					\$ 251,000
Design Cost					8% \$ 201,000
Construction Engineering					7% \$ 176,000
General Administration					5% \$ 126,000
SUBTOTAL - Engineering and Administration					\$ 503,000
TOTAL COST					\$ 3,267,900

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

East Main Canal - Co. 22nd Street to 8th Ave.
Approximately 3600 LF of Pathway

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 10,000	\$ 10,000
2	Removal of Structures and Obstructions	LS	1	\$ 3,000	\$ 3,000
3	Roadway Excavation	CY	1,200	\$ 15.00	\$ 18,000
4	Pavement Section - 3" AC/6" ABC	SY	4,000	\$ 40	\$ 160,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	1,600	\$ 10	\$ 16,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	17	\$ 400	\$ 6,800
8	Miscellaneous Work	LS	1	\$ 2,000	\$ 2,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	3,600	\$ 2.50	\$ 9,000
10	Electrical	LS	1	\$ 153,000	\$ 153,000
11	Luminaire (Area Lights)	EA	35	\$ 4,000	\$ 140,000
12	Decomposed Granite (Gold 3/4" Minus)	SY	7,200	\$ 20	\$ 144,000
13	Landscaping	LS	1	\$ 55,000	\$ 55,000
14	Landscape Irrigation System	LS	1	\$ 65,000	\$ 65,000
15	Mobilization	LS	1	\$ 14,000	\$ 14,000
16	Wrought Iron Fence	LF	100	\$ 90	\$ 9,000
17	Concrete Sidewalk (C-05.20)	SF	500	\$ 16	\$ 8,000
18	Bench (Concrete)	EA	2	\$ 4,000	\$ 8,000
19	Concrete Pavers	SY	70	\$ 150	\$ 10,500
CONSTRUCTION COST SUBTOTAL [CCS]					\$ 838,300
CONTINGENCY - Conceptual Stage Estimate					20% \$ 168,000
SUBTOTAL - CONSTRUCTION COSTS					\$ 1,006,300
Maintenance/Protection of Traffic					3% \$ 30,000
Storm Water Pollution Prevention Plan					2.5% \$ 25,000
Quality Control					2% \$ 20,000
Construction Survey / Layout					2.5% \$ 25,000
SUBTOTAL - GENERAL ITEMS					\$ 100,000
Design Cost					8% \$ 81,000
Construction Engineering					7% \$ 70,000
General Administration					5% \$ 50,000
SUBTOTAL - Engineering and Administration					\$ 201,000
TOTAL COST					\$ 1,307,300

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

**East Main Canal - 8th Ave. to 4th Ave.
Approximately 6550 LF of Pathway**

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 19,000	\$ 19,000
2	Removal of Structures and Obstructions	LS	1	\$ 5,000	\$ 5,000
3	Roadway Excavation	CY	2,200	\$ 15.00	\$ 33,000
4	Pavement Section - 3" AC/6" ABC	SY	7,300	\$ 40	\$ 292,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	2,900	\$ 10	\$ 29,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	31	\$ 400	\$ 12,400
8	Miscellaneous Work	LS	1	\$ 3,000	\$ 3,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	6,600	\$ 2.50	\$ 16,500
10	Electrical	LS	1	\$ 279,000	\$ 279,000
11	Luminaire (Area Lights)	EA	65	\$ 4,000	\$ 260,000
12	Decomposed Granite (Gold 3/4" Minus)	SY	13,100	\$ 20	\$ 262,000
13	Landscaping	LS	1	\$ 99,000	\$ 99,000
14	Landscape Irrigation System	LS	1	\$ 118,000	\$ 118,000
15	Mobilization	LS	1	\$ 25,000	\$ 25,000
16	Wrought Iron Fence	LF	190	\$ 90	\$ 17,100
17	Concrete Sidewalk (C-05.20)	SF	900	\$ 16	\$ 14,400
18	Bench (Concrete)	EA	4	\$ 4,000	\$ 16,000
19	Concrete Pavers	SY	120	\$ 150	\$ 18,000
CONSTRUCTION COST SUBTOTAL [CCS]					\$ 1,525,400
CONTINGENCY - Conceptual Stage Estimate					20% \$ 305,000
SUBTOTAL - CONSTRUCTION COSTS					\$ 1,830,400
Maintenance/Protection of Traffic					3% \$ 55,000
Storm Water Pollution Prevention Plan					2.5% \$ 46,000
Quality Control					2% \$ 37,000
Construction Survey / Layout					2.5% \$ 46,000
SUBTOTAL - GENERAL ITEMS					\$ 184,000
Design Cost					8% \$ 146,000
Construction Engineering					7% \$ 128,000
General Administration					5% \$ 92,000
SUBTOTAL - Engineering and Administration					\$ 366,000
TOTAL COST					\$ 2,380,400

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

**East Main Canal - 4th Ave. to Main Street (Including Pedestrian Bridge)
Approximately 3500 LF of Pathway**

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 10,000	\$ 10,000
2	Removal of Structures and Obstructions	LS	1	\$ 3,000	\$ 3,000
3	Roadway Excavation	CY	1,200	\$ 15.00	\$ 18,000
4	Pavement Section - 3" AC/6" ABC	SY	3,900	\$ 40	\$ 156,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	1,500	\$ 10	\$ 15,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	17	\$ 400	\$ 6,800
8	Miscellaneous Work	LS	1	\$ 2,000	\$ 2,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	3,500	\$ 2.50	\$ 8,750
10	Electrical	LS	1	\$ 149,000	\$ 149,000
11	Luminaire (Area Lights)	EA	34	\$ 4,000	\$ 136,000
12	Decomposed Granite (Gold 3/4" Minus)	SY	7,000	\$ 20	\$ 140,000
13	Landscaping	LS	1	\$ 53,000	\$ 53,000
14	Landscape Irrigation System	LS	1	\$ 63,000	\$ 63,000
15	Mobilization	LS	1	\$ 13,000	\$ 13,000
16	Wrought Iron Fence	LF	100	\$ 90	\$ 9,000
17	Concrete Sidewalk (C-05.20)	SF	500	\$ 16	\$ 8,000
18	Bench (Concrete)	EA	2	\$ 4,000	\$ 8,000
19	Concrete Pavers	SY	70	\$ 150	\$ 10,500
20	Pedestrian Bridge over Main Street	LS	1	\$ 840,000	\$ 840,000
CONSTRUCTION COST SUBTOTAL [CCS]					\$ 1,656,050
CONTINGENCY - Conceptual Stage Estimate					20% \$ 331,000
SUBTOTAL - CONSTRUCTION COSTS					\$ 1,987,050
Maintenance/Protection of Traffic					3% \$ 60,000
Storm Water Pollution Prevention Plan					2.5% \$ 50,000
Quality Control					2% \$ 40,000
Construction Survey / Layout					2.5% \$ 50,000
SUBTOTAL - GENERAL ITEMS					\$ 200,000
Design Cost					8% \$ 159,000
Construction Engineering					7% \$ 139,000
General Administration					5% \$ 99,000
SUBTOTAL - Engineering and Administration					\$ 397,000
TOTAL COST					\$ 2,584,050

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

**East Main Canal - Main Street to Cesar Chavez Blvd.
Approximately 1200 LF of Pathway**

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 3,000	\$ 3,000
2	Removal of Structures and Obstructions	LS	1	\$ 1,000	\$ 1,000
3	Roadway Excavation	CY	400	\$ 15.00	\$ 6,000
4	Pavement Section - 3" AC/6" ABC	SY	1,300	\$ 40	\$ 52,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	500	\$ 10	\$ 5,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	6	\$ 400	\$ 2,400
8	Miscellaneous Work	LS	1	\$ 1,000	\$ 1,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	1,200	\$ 2.50	\$ 3,000
10	Electrical	LS	1	\$ 51,000	\$ 51,000
11	Luminaire (Area Lights)	EA	12	\$ 4,000	\$ 48,000
12	Decomposed Granite (Gold 3/4" Minus)	SY	2,400	\$ 20	\$ 48,000
13	Landscaping	LS	1	\$ 18,000	\$ 18,000
14	Landscape Irrigation System	LS	1	\$ 22,000	\$ 22,000
15	Mobilization	LS	1	\$ 5,000	\$ 5,000
16	Wrought Iron Fence	LF	30	\$ 90	\$ 2,700
17	Concrete Sidewalk (C-05.20)	SF	200	\$ 16	\$ 3,200
18	Bench (Concrete)	EA	1	\$ 4,000	\$ 4,000
19	Concrete Pavers	SY	20	\$ 150	\$ 3,000
CONSTRUCTION COST SUBTOTAL [CCS]					\$ 285,300
CONTINGENCY - Conceptual Stage Estimate					20.0% \$ 57,000
SUBTOTAL - CONSTRUCTION COSTS					\$ 342,300
Maintenance/Protection of Traffic					3.0% \$ 10,000
Storm Water Pollution Prevention Plan					2.5% \$ 9,000
Quality Control					2.0% \$ 7,000
Construction Survey / Layout					2.5% \$ 9,000
SUBTOTAL - GENERAL ITEMS					\$ 35,000
Design Cost					8.0% \$ 27,000
Construction Engineering					7.0% \$ 24,000
General Administration					5.0% \$ 17,000
SUBTOTAL - Engineering and Administration					\$ 68,000
TOTAL COST					\$ 445,300

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

**East Main Canal - Cesar Chavez Blvd. to Urtuzuastegui
Approximately 2600 LF of Pathway**

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 7,000	\$ 7,000
2	Removal of Structures and Obstructions	LS	1	\$ 2,000	\$ 2,000
3	Roadway Excavation	CY	900	\$ 15.00	\$ 13,500
4	Pavement Section - 3" AC/6" ABC	SY	2,900	\$ 40	\$ 116,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	1,100	\$ 10	\$ 11,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	12	\$ 400	\$ 4,800
8	Miscellaneous Work	LS	1	\$ 1,000	\$ 1,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	2,600	\$ 2.50	\$ 6,500
10	Electrical	LS	1	\$ 111,000	\$ 111,000
11	Luminaire (Area Lights)	EA	26	\$ 4,000	\$ 104,000
12	Decomposed Granite (Gold 3/4" Minus)	SY	5,200	\$ 20	\$ 104,000
13	Landscaping	LS	1	\$ 39,000	\$ 39,000
14	Landscape Irrigation System	LS	1	\$ 47,000	\$ 47,000
15	Mobilization	LS	1	\$ 10,000	\$ 10,000
16	Wrought Iron Fence	LF	70	\$ 90	\$ 6,300
17	Concrete Sidewalk (C-05.20)	SF	400	\$ 16	\$ 6,400
18	Bench (Concrete)	EA	1	\$ 4,000	\$ 4,000
19	Concrete Pavers	SY	50	\$ 150	\$ 7,500
CONSTRUCTION COST SUBTOTAL [CCS]					\$ 608,000
CONTINGENCY - Conceptual Stage Estimate					20% \$ 122,000
SUBTOTAL - CONSTRUCTION COSTS					\$ 730,000
Maintenance/Protection of Traffic					3% \$ 22,000
Storm Water Pollution Prevention Plan					2.5% \$ 18,000
Quality Control					2% \$ 15,000
Construction Survey / Layout					2.5% \$ 18,000
SUBTOTAL - GENERAL ITEMS					\$ 73,000
Design Cost					8% \$ 58,000
Construction Engineering					7% \$ 51,000
General Administration					5% \$ 37,000
SUBTOTAL - Engineering and Administration					\$ 146,000
TOTAL COST					\$ 949,000

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

**County 24th Street - 10th Avenue to Avenue F-1/2
Approximately 6400 LF of Pathway**

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 18,000	\$ 18,000
2	Removal of Structures and Obstructions	LS	1	\$ 5,000	\$ 5,000
3	Roadway Excavation	CY	2,200	\$ 15.00	\$ 33,000
4	Pavement Section - 3" AC/6" ABC	SY	7,200	\$ 40	\$ 288,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	2,800	\$ 10	\$ 28,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	30	\$ 400	\$ 12,000
8	Miscellaneous Work	LS	1	\$ 3,000	\$ 3,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	6,400	\$ 2.50	\$ 16,000
10	Electrical	LS	1	\$ 273,000	\$ 273,000
11	Luminaire (Area Lights)	EA	63	\$ 4,000	\$ 252,000
12	Decomposed Granite (Gold 3/4" Minus)	SY	12,800	\$ 20	\$ 256,000
13	Landscaping	LS	1	\$ 97,000	\$ 97,000
14	Landscape Irrigation System	LS	1	\$ 115,000	\$ 115,000
15	Mobilization	LS	1	\$ 24,000	\$ 24,000
16	Wrought Iron Fence	LF	180	\$ 90	\$ 16,200
17	Concrete Sidewalk (C-05.20)	SF	900	\$ 16	\$ 14,400
18	Bench (Concrete)	EA	4	\$ 4,000	\$ 16,000
19	Concrete Pavers	SY	120	\$ 150	\$ 18,000
CONSTRUCTION COST SUBTOTAL [CCS]					\$ 1,491,600
CONTINGENCY - Conceptual Stage Estimate					20% \$ 298,000
SUBTOTAL - CONSTRUCTION COSTS					\$ 1,789,600
Maintenance/Protection of Traffic					3% \$ 54,000
Storm Water Pollution Prevention Plan					2.5% \$ 45,000
Quality Control					2% \$ 36,000
Construction Survey / Layout					2.5% \$ 45,000
SUBTOTAL - GENERAL ITEMS					\$ 180,000
Design Cost					8% \$ 143,000
Construction Engineering					7% \$ 125,000
General Administration					5% \$ 89,000
SUBTOTAL - Engineering and Administration					\$ 357,000
TOTAL COST					\$ 2,326,600

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

**County 24th Street - Avenue F-1/2 to Avenue F-1/2
Approximately 2640 LF of Pathway**

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 8,000	\$ 8,000
2	Removal of Structures and Obstructions	LS	1	\$ 2,000	\$ 2,000
3	Roadway Excavation	CY	900	\$ 15.00	\$ 13,500
4	Pavement Section - 3" AC/6" ABC	SY	3,000	\$ 40	\$ 120,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	1,200	\$ 10	\$ 12,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	13	\$ 400	\$ 5,200
8	Miscellaneous Work	LS	1	\$ 1,000	\$ 1,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	2,600	\$ 2.50	\$ 6,500
10	Electrical	LS	1	\$ 113,000	\$ 113,000
11	Luminaire - Area Lights (Mostly Existing)	EA	5	\$ 4,000	\$ 20,000
12	Decomposed Granite (3/4 Minus) - (Lesser Width)	SY	2,650	\$ 20	\$ 53,000
13	Landscaping	LS	1	\$ 40,000	\$ 40,000
14	Landscape Irrigation System	LS	1	\$ 48,000	\$ 48,000
15	Mobilization	LS	1	\$ 10,000	\$ 10,000
16	Wrought Iron Fence	LF	80	\$ 90	\$ 7,200
17	Concrete Sidewalk (C-05.20)	SF	400	\$ 16	\$ 6,400
18	Bench (Concrete)	EA	2	\$ 4,000	\$ 8,000
19	Concrete Pavers	SY	50	\$ 150	\$ 7,500
CONSTRUCTION COST SUBTOTAL [CCS]					\$ 488,300
CONTINGENCY - Conceptual Stage Estimate					20% \$ 98,000
SUBTOTAL - CONSTRUCTION COSTS					\$ 586,300
Maintenance/Protection of Traffic					3% \$ 18,000
Storm Water Pollution Prevention Plan					2.5% \$ 15,000
Quality Control					2% \$ 12,000
Construction Survey / Layout					2.5% \$ 15,000
SUBTOTAL - GENERAL ITEMS					\$ 60,000
Design Cost					8% \$ 47,000
Construction Engineering					7% \$ 41,000
General Administration					5% \$ 29,000
SUBTOTAL - Engineering and Administration					\$ 117,000
TOTAL COST					\$ 763,300

**CITY OF SAN LUIS
MULTI-USE PATHWAYS
CONSTRUCTION COST ESTIMATE**

**Avenue F-1/2 - County 24th to San Luis Lane and San Luis Lane - Ave. F-1/2 to Ave. F
Approximately 5280 LF of Pathway**

ITEM No.	ITEM DESCRIPTION	UNIT	CONCEPTUAL COST ESTIMATE		
			QUANTITY	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	LS	1	\$ 15,000	\$ 15,000
2	Removal of Structures and Obstructions	LS	1	\$ 4,000	\$ 4,000
3	Roadway Excavation	CY	1,800	\$ 15.00	\$ 27,000
4	Pavement Section - 3" AC/6" ABC	SY	5,900	\$ 40	\$ 236,000
5	4" Stabilized Shoulders(Decomposed Granite)	SY	2,300	\$ 10	\$ 23,000
6	Access Barrier Gate (with Bollards)	EA	2	\$ 3,500	\$ 7,000
7	Signs	EA	25	\$ 400	\$ 10,000
8	Miscellaneous Work	LS	1	\$ 3,000	\$ 3,000
9	Pavement Marking (Yellow Spray Thermo)(0.060")	LF	5,300	\$ 2.50	\$ 13,250
10	Electrical	LS	1	\$ 225,000	\$ 225,000
11	Luminaire (Area Lights)	EA	52	\$ 4,000	\$ 208,000
12	Decomposed Granite (3/4 Minus) - (Lesser Width)	SY	5,300	\$ 20	\$ 106,000
13	Landscaping	LS	1	\$ 80,000	\$ 80,000
14	Landscape Irrigation System	LS	1	\$ 95,000	\$ 95,000
15	Mobilization	LS	1	\$ 20,000	\$ 20,000
16	Wrought Iron Fence	LF	150	\$ 90	\$ 13,500
17	Concrete Sidewalk (C-05.20)	SF	800	\$ 16	\$ 12,800
18	Bench (Concrete)	EA	3	\$ 4,000	\$ 12,000
19	Concrete Pavers	SY	100	\$ 150	\$ 15,000
CONSTRUCTION COST SUBTOTAL [CCS]					
					\$ 1,125,550
CONTINGENCY - Conceptual Stage Estimate					
					20%
					\$ 225,000
SUBTOTAL - CONSTRUCTION COSTS					
					\$ 1,350,550
Maintenance/Protection of Traffic					
					3%
					\$ 41,000
Storm Water Pollution Prevention Plan					
					2.5%
					\$ 34,000
Quality Control					
					2%
					\$ 27,000
Construction Survey / Layout					
					2.5%
					\$ 34,000
SUBTOTAL - GENERAL ITEMS					
					\$ 136,000
Design Cost					
					8%
					\$ 108,000
Construction Engineering					
					7%
					\$ 95,000
General Administration					
					5%
					\$ 68,000
SUBTOTAL - Engineering and Administration					
					\$ 271,000
TOTAL COST					
					\$ 1,757,550



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 07/10/2024
Department Head: Danae Figueroa, Magistrate, Court
Submitted By: Danae Figueroa, Magistrate, Court
Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2323. A resolution of the Mayor and Council of the City of San Luis, Arizona approving an Intergovernmental Agreement (IGA) between the City of San Luis, Arizona and Yuma County for the purpose of providing a Court Interpreter Position and Services. **(Danae T. Figueroa, Magistrate)**

SUMMARY:

The City of San Luis has previously entered into IGAs with the Yuma County Superior Court to provide essential services to the functioning of the San Luis Municipal Court. Pursuant to Arizona State Judiciary Administrative Order 2011-96, all courts must have developed a language access plan that documents how the court makes court proceedings and operations available to limited-English-proficient (LEP) parties and witnesses. The court is responsible for taking reasonable steps to ensure that LEP individuals have meaningful access to all court-ordered services and programs. Court interpreters will be provided in all courtroom proceedings at no cost to all LEP witnesses, litigants, victims, parents, guardians, and family members of minor witnesses, victims, and/or litigants, as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer. Pursuant to Arizona State Judiciary Administrative Order 2016-02, courts are required to have staff who provide interpreter services credentialed at Tier 3 or higher under the Arizona Court Interpreter Credentialing Program (ACICP) by June 30, 2019. This requirement applies to all regular staff who are classified as interpreters, as well as those staff who are not so classified but who may be engaged by the court to act as interpreters. This requirement does not apply to bilingual staff who may be able to carry out their non-interpreting duties in a language other than English (i.e., public counters, information kiosks, etc.). The Superior Court has a fully developed interpreter program and is the entity in the best position to administer the functions. The benefits include, but are not limited to, effective recruitment and development of qualified staff; ongoing supervision and training of the same; scheduling and coverage for San Luis Municipal Court; consistent services provided to the end users throughout the county; and compliance with Arizona Supreme Court Rules, and certification requirements. The Municipal Court would like to enter into an IGA with the Yuma Superior Court to provide a Court Interpreter Position and Services. The IGA will be in effect for ten (10) years. The Court Interpreter position will be funded directly from the City Municipal Court budget, which is already a budgeted, vacant position. The Superior Court will approve one full-time equivalent employee to interpret for all hearings, trials, programs, and events held within the court in all languages, including American Sign Language. The Superior Court shall have the responsibility of scheduling staffed and freelance interpreters in the event that the assigned Municipal Court Interpreter is not available.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2323, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City funds
TOTAL: \$55,310.00
BUDGETED AMOUNT: \$55,310.00
AVAILABLE AMOUNT TO TRANSFER: \$55,310.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-160-50XXX/ \$706,770.00
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The FY 2024-2025 budgeted salary for the Court Interpreter position is \$55,310.00. If the cumulative payment exceeds this amount, the Court department will need to process a budget transfer to cover the additional expenses they may incur. The budget will be reviewed annually to adjust the baseline salary in accordance with Yuma County rates.

Attachments

Resolution 2323 and IGA
Resolution 2323 AG Determination
Yuma County Pay Scale
Position Information



Resolution

No. 2323

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY SUPERIOR COURT FOR COURT INTERPRETER POSITION AND SERVICES.

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 with Yuma County Superior Court for the purpose of providing a Court Interpreter Position and Services.

Section 2: A true copy of the Intergovernmental Agreement is incorporated into this Resolution as though set forth again in full here.

Section 3: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 4: 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 or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 5: The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of July 2024.

Nieves Riedel, Mayor

Attest:

Approved As to Form:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE SUPERIOR COURT OF ARIZONA IN YUMA COUNTY

and

THE MUNICIPAL/MAGISTRATE COURT OF CITY OF SAN LUIS, ARIZONA

This Intergovernmental Agreement (“IGA”) is entered into between the Superior Court of Arizona, in and for the County of Yuma (“Superior Court”), and the City/Town of San Luis, Arizona on behalf of its Municipal/Magistrate court (“Municipal/Magistrate Court”), for interpreter services.

1. RECITALS

WHEREAS, the Superior Court has historically offered certain interpreter services to certain municipal courts in Yuma County; and

WHEREAS, the Municipal/Magistrate Court desires to use the interpreter services offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide interpretation and translation services as specified herein.

3. AUTHORITY

Pursuant to Arizona State Judiciary Administrative Order 2011-96, all courts must have developed a language access plan that documents how the court makes court proceedings and operations available to limited-English-proficient (LEP) parties and witnesses. The court is responsible for taking reasonable steps to ensure that LEP individuals have meaningful access to all court-ordered services and programs

Court interpreters will be provided in all courtroom proceedings at no cost to all LEP witnesses; litigants; victims; parents, guardians, and family members of minor witnesses, victims, and/or litigants; as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer.

Pursuant to Arizona State Judiciary Administrative Order 2016-02, courts are required to have staff who provide interpreter services credentialed at Tier 3 or higher under the Arizona Court Interpreter Credentialing Program (ACICP) by June 30, 2019. This requirement applies to all

regular staff who are classified as interpreters, as well as those staff who are not so classified but who may be engaged by the court to act as interpreters. This requirement does not apply to bilingual staff who may be able to carry out their non-interpreting duties in a language other than English (i.e. public counters, information kiosks, etc.).

The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

- A. This IGA shall be effective July 1, 2024 and shall expire June 30, 2034. The parties may renew this IGA in writing. If the Municipal/Magistrate Court wishes to renew this IGA, it must notify the Superior Court at least 90 days in advance of its expiration. If City/Town Council approval is required for this IGA, the renewal may be executed by the Municipal/Magistrate Presiding Judge or City/Town Manager. The Municipal/Magistrate Court understands and agrees that the Superior Court may increase the cost of the interpreter services at the time of renewal to reflect an increase in actual costs.
- B. Either party may terminate this IGA for any reason upon 30 days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 17. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.
- C. This IGA supersedes all prior agreements between the parties for interpreter services. Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

The Superior Court Administration's Interpreter's Office (Interpreter's Office) shall provide or arrange for interpreting services for the Municipal/Magistrate Court for all hearings, trials, programs, and events held within the court in all languages, including ASL.

Court interpreter services will be provided in all courtroom proceedings at no cost to all LEP witnesses; litigants; victims; parents, guardians, and family members of minor witnesses, victims, and/or litigants; as well as any other person whose presence or participation is necessary or appropriate as determined by the judicial officer.

The Interpreter's Office shall have the responsibility of scheduling staffed and freelance interpreters for the Municipal/Magistrate Court. The Interpreter's Office shall make reasonable accommodations to have the interpreters appear in-person, telephonic or via video conference.

The Interpreter's Office shall translate as time permits, all requested translations of Spanish court forms, documents, and signage. Each request will be assessed to determine the appropriate deadline date.

6. DUTIES OF MUNICIPAL/MAGISTRATE COURT

Superior Court will provide one full time equivalent employee for the position of Court Interpreter for the Municipal/Magistrate Court during normal operational business hours and special Court events. Normal operational business hours include Monday through Friday, from 8:00am to 5:00pm, or for other special Court events.

The Municipal/Magistrate Court shall provide the Interpreter's Office with the Court's calendar on a monthly basis.

The parties agree that the Municipal/Magistrate Court will become part of the Superior Courts Language Access Plan (LAP). The Superior Court will routinely assess whether changes to the LAP are needed. The plan may be changed or updated at any time but reviewed not less frequently than biennially.

The Municipal/Magistrate Court shall provide funding for supplies and services for any contract services as needed for Spanish, languages other than Spanish, and ASL.

7. FUNDING

Superior Court will approve one full time equivalent employee for the position of Court Interpreter. The City/Town will pay for operational expenses related to the position. Operational expenses include, but are not limited to, travel for work related trainings and conferences. All operational expenses, prior to purchasing, will be approved by the City/Town.

The Court Interpreter whose position is to be funded by the City/Town will be a regular employee of Superior Court. Superior Court shall retain this individual as an employee of Superior Court pursuant to all applicable employment requirements of Superior Court. Superior Court shall recruit, hire, supervise, manage, evaluate, and train the City/Town funded Court Interpreter.

The City/Town will reimburse Superior Court for the full amount of salary and employee related expenses payable for the position of Court Interpreter. The amount is subject to adjustment based on achievement of Tier 3 or 4 Court Interpreter Credential and/or increases in compensation granted by Yuma County as administered by Superior Court in Yuma County and the City/Town agrees to increasing the salaries as indicated.

8. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (collectively "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a claim or claims by third parties become subject to this indemnity provision, the parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate

liability and payment of possible litigation expenses and damages. The obligations under this Section 8 shall survive termination of this IGA.

In addition, Municipal/Magistrate Court shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this IGA, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Municipal/Magistrate Court's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

9. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA.

10. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years after completion of the IGA. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records.

11. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, either party may cancel this IGA, .

12. APPLICABLE LAW

This IGA will be governed and interpreted by the laws of the State of Arizona and the administrative rules promulgated by the Superior Court and Yuma County.

13. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

14. ARBITRATION

The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

15. WAIVER AND MODIFICATION

None of the provisions of the IGA may be waived, changed, or altered except in writing signed by both parties.

16. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this IGA is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this IGA, this IGA may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this IGA until and only as long as funds are made available for performance of this IGA. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this IGA without further obligation. No liability shall accrue to the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

17. NON-AVAILABILITY OF FUNDS

The payment obligations of the Superior Court are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for this IGA, this IGA may be terminated by the Superior Court at the end of the period for which funds are available, provided however that one party has given to the other party, at least thirty (30) days prior written notice of the unavailability of funds. No liability will accrue to the Superior Court or to Yuma County in the event this provision is exercised, and neither party will be obligated or liable for any further payments for any damages as a result of termination pursuant to this paragraph.

18. NON-DISCRIMINATION

Municipal/Magistrate Court will comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.”

19. THIRD PARTY ANTITRUST VIOLATION

Superior Court assigns to the Municipal/Magistrate Court any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Superior Court toward fulfillment of this IGA.

20. DISPUTE RESOLUTION

The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through non-arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

21. WORKERS' COMPENSATION. For purposes of workers' compensation, an employee of a Party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this IGA, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

22. RELATIONSHIP OF PARTIES. Except as provided in Section 21, nothing contained in this IGA shall create any agency, partnership, joint venture, or other similar arrangement between parties.

23. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court:	AZ Superior Court in Yuma County Court Administrator 250 W. Second Street, Suite D Yuma, Arizona 85364
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If to Municipal/Magistrate Court:	San Luis Municipal Court Magistrate PO Box 1670 San Luis, AZ 85349
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or at such other address as shall be indicated in writing by each party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

In witness whereof, the parties hereto have executed this IGA on the date written below:

Honorable Danae T. Figueroa
Municipal/Magistrate Court
Presiding Judge

Kathleen Schaben
Superior Court
Court Administrator

Date

Date

ATTEST:

Kay K. Macuil
City Attorney

Assistant Attorney General

Date

Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRISTIN K. MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR24-0026 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 26th day of June, 2024.

KRISTIN K. MAYES
ATTORNEY GENERAL


Assistant Attorney General

Open Range Pay Plan

Regular Judicial Pay Plan
 Fiscal Year 2024/2025
 Effective July 7, 2024

Range	12 Month Annual			Range	Hourly		
	Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum
1	\$30,530	\$38,162	\$45,795	1	\$ 14.678	\$ 18.348	\$ 22.017
2	\$32,057	\$40,069	\$48,085	2	\$ 15.412	\$ 19.265	\$ 23.118
3	\$33,659	\$42,072	\$50,488	3	\$ 16.182	\$ 20.228	\$ 24.273
4	\$35,341	\$44,177	\$53,013	4	\$ 16.991	\$ 21.239	\$ 25.487
5	\$37,109	\$46,386	\$55,663	5	\$ 17.841	\$ 22.301	\$ 26.761
6	\$38,965	\$48,705	\$58,446	6	\$ 18.733	\$ 23.416	\$ 28.099
7	\$40,914	\$51,141	\$61,370	7	\$ 19.670	\$ 24.588	\$ 29.505
8	\$42,958	\$53,697	\$64,436	8	\$ 20.653	\$ 25.816	\$ 30.979
9	\$45,105	\$56,383	\$67,658	9	\$ 21.685	\$ 27.107	\$ 32.528
10	\$47,362	\$59,201	\$71,041	10	\$ 22.770	\$ 28.462	\$ 34.154
11	\$49,729	\$62,161	\$74,593	11	\$ 23.908	\$ 29.885	\$ 35.862
12	\$52,216	\$65,268	\$78,322	12	\$ 25.104	\$ 31.380	\$ 37.655
13	\$54,827	\$68,532	\$82,239	13	\$ 26.359	\$ 32.949	\$ 39.538
14	\$57,568	\$71,960	\$86,351	14	\$ 27.677	\$ 34.596	\$ 41.515
15	\$60,445	\$75,558	\$90,669	15	\$ 29.060	\$ 36.326	\$ 43.591
16	\$63,467	\$79,335	\$95,202	16	\$ 30.513	\$ 38.142	\$ 45.770
17	\$66,641	\$83,302	\$99,963	17	\$ 32.039	\$ 40.049	\$ 48.059
18	\$69,973	\$87,466	\$104,961	18	\$ 33.641	\$ 42.052	\$ 50.462
19	\$73,472	\$91,840	\$110,209	19	\$ 35.323	\$ 44.154	\$ 52.985
20	\$77,145	\$96,433	\$115,719	20	\$ 37.089	\$ 46.362	\$ 55.634
21	\$81,004	\$101,254	\$121,505	21	\$ 38.944	\$ 48.680	\$ 58.416
22	\$85,053	\$106,317	\$127,579	22	\$ 40.891	\$ 51.114	\$ 61.336
23	\$89,307	\$111,632	\$133,958	23	\$ 42.936	\$ 53.670	\$ 64.403
24	\$93,771	\$117,214	\$140,656	24	\$ 45.082	\$ 56.353	\$ 67.623
25	\$98,459	\$123,076	\$147,690	25	\$ 47.336	\$ 59.171	\$ 71.005
26	\$103,382	\$129,228	\$155,074	26	\$ 49.703	\$ 62.129	\$ 74.555
27	\$108,551	\$135,689	\$162,829	27	\$ 52.188	\$ 65.236	\$ 78.283
28	\$113,980	\$142,474	\$170,970	28	\$ 54.798	\$ 68.498	\$ 82.197
29	\$119,679	\$149,598	\$179,519	29	\$ 57.538	\$ 71.923	\$ 86.307
30	\$125,663	\$157,077	\$188,494	30	\$ 60.415	\$ 75.519	\$ 90.622
31	\$131,945	\$164,932	\$197,918	31	\$ 63.435	\$ 79.294	\$ 95.153
32	\$138,543	\$173,179	\$207,815	32	\$ 66.607	\$ 83.259	\$ 99.911
33	\$145,469	\$181,838	\$218,204	33	\$ 69.937	\$ 87.422	\$ 104.906
34	\$152,743	\$190,929	\$229,114	34	\$ 73.434	\$ 91.793	\$ 110.151
35	\$160,380	\$200,477	\$240,571	35	\$ 77.106	\$ 96.383	\$ 115.659
36	\$168,399	\$210,500	\$252,599	36	\$ 80.961	\$ 101.202	\$ 121.442
37	\$176,819	\$221,025	\$265,229	37	\$ 85.009	\$ 106.262	\$ 127.514
38	\$185,661	\$232,076	\$278,491	38	\$ 89.260	\$ 111.575	\$ 133.890
39	\$194,944	\$243,680	\$292,415	39	\$ 93.723	\$ 117.154	\$ 140.584
40	\$204,691	\$225,863	\$307,035	40	\$ 98.409	\$ 123.011	\$ 147.613

50% Range Width
 5% Between Ranges

2080 0.062 0.0145 0.1227 688.25 1.55 0.00168

Employee	POS#1	Title	New hrly rates	Fund	Fct	Dept	FTE	40110	40210	40211	40220-40224	40230	40231	40233	40241	40280	Total with ERES	Grade #
New Position	133	Court Security Officer	19.67	00100	01	1001	1.000	40,920	2,537	593	5,021	8,758	19	38	949	-	58,835	7
New Position	423	Court Interpreter	26.36	00100	01	1003	1.000	54,824	3,399	795	6,727	8,758	19	48	93	-	74,663	13



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. C.

Meeting Date: 07/10/2024
Department Head: Danae Figueroa, Magistrate, Court
Submitted By: Danae Figueroa, Magistrate, Court
Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2324. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona, and Yuma County for the purpose of providing a Court Security Position and Services. **(Danae T. Figueroa, Magistrate)**

SUMMARY:

Pursuant to Arizona Supreme Court Administrative Order 2007-15 issued on February 8, 2017, Court Security Standards and related implementation recommendations in Appendix A were adopted effective July 1, 2017. All courts shall comply with the court security standards as adopted. The purpose of this IGA is to establish a partnership between the Superior Court of Yuma County and the San Luis Municipal Court, with the goal being for the Superior Court of Yuma County to provide security services to the San Luis Municipal Court through a court security officer to ensure the safety of all individuals in the San Luis Municipal Court.

The County of Yuma Superior Court has a fully developed Court Security program and is the entity in the best position to administer the functions. The benefits include, but are not limited to, effective recruitment and development of qualified staff; ongoing supervision and training of the same; scheduling and coverage for San Luis Municipal Court; consistent services provided to the end users throughout the county; and compliance with Arizona Supreme Court Rules and certification requirements. The IGA will be in effect for 10 years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2324, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City funds
TOTAL:	\$52,240.00
BUDGETED AMOUNT:	\$52,240.00
AVAILABLE AMOUNT TO TRANSFER:	\$52,240.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-160-50XXX/\$706,770.00

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

The FY 2024-2025 budgeted salary for the Court Security Officer position is \$52,240.00. If the cumulative payment exceeds this amount, the Court department will need to process a budget transfer to cover the additional expenses they may incur. The budget will be reviewed annually to adjust the baseline salary in accordance with Yuma County rates.

Attachments

Resolution 2324 and IGA
Resolution 2324 AG Determination
Yuma County Pay Scale
Position Information



Resolution

No. 2324

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY SUPERIOR COURT FOR COURT SECURITY POSITION AND SERVICES.

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 with Yuma County Superior Court for the purpose of providing a Court Security Position and Services.

Section 2: A true copy of the Intergovernmental Agreement is incorporated into this Resolution as though set forth again in full here.

Section 3: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 4: 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 or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 5: The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of July 2024.

Nieves Riedel, Mayor

Attest:

Approved As to Form:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE SUPERIOR COURT OF ARIZONA IN YUMA COUNTY

and

THE MUNICIPAL/MAGISTRATE COURT OF CITY OF SAN LUIS, ARIZONA

This Intergovernmental Agreement (“IGA”) is entered into between the Superior Court of Arizona, in and for the County of Yuma (“Superior Court”), and the City/Town of San Luis, Arizona on behalf of its Municipal/Magistrate court (“Municipal/Magistrate Court”), for court security services.

1. RECITALS

WHEREAS, the Superior Court has historically offered certain court security services to certain municipal courts in Yuma County; and

WHEREAS, the Municipal/Magistrate Court desires to use the court security services offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide court security services as specified herein.

3. AUTHORITY

The purpose of this IGA is to establish a partnership between the Superior Court of Yuma County and the San Luis Municipal Court, with the goal being for the Superior Court of Yuma County to provide security services to the San Luis Municipal Court through a court security officer to ensure the safety of all individuals in the San Luis Municipal Court. Partnering allows for more efficient and effective use of resources and provides opportunities to collaborate to provide consistent, unified, and professional court security in the Superior Court of Yuma County and the San Luis Municipal Court.

This IGA outlines the terms and conditions for the Superior Court of Yuma County to provide a trained and experienced Court Security Officer to the San Luis Municipal Court, in order to enhance the overall security measures of the San Luis Municipal Court.

The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

A. This IGA shall be effective July 1, 2024 and shall expire June 30, 2034. The parties may

renew this IGA in writing. If the Municipal/Magistrate Court wishes to renew this IGA, it must notify the Superior Court at least 90 days in advance of its expiration. If City/Town Council approval is required for this IGA, the renewal may be executed by the Municipal/Magistrate Presiding Judge or City/Town Manager. The Municipal/Magistrate Court understands and agrees that the Superior Court may increase the cost of the court security services at the time of renewal to reflect an increase in actual costs.

- B. Either party may terminate this IGA for any reason upon 30 days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 17. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.
- C. This IGA supersedes all prior agreements between the parties for court security services. Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

Superior Court will provide one full time equivalent employee for the position of Court Security Officer for the Municipal/Magistrate Court during normal operational business hours and special Court events. Normal operational business hours include Monday through Friday, from 8:00am to 5:00pm, or for other special Court events.

Superior Court will ensure adequate court security coverage. The Court Security Officer will work 40 hours a week; however, over-time in the amount of 2-3 hours a week may be necessary to ensure the Court Security Officer serves the needs of the Municipal/Magistrate Court—as there may be hearings/events that exceed the workday, including order of protections.

The Court Security Officer whose position is to be funded by the City/Town will be a regular employee of Superior Court. Superior Court shall retain this individual as an employee of Superior Court pursuant to all applicable employment requirements of Superior Court. Superior Court shall recruit, hire, supervise, manage, evaluate, and train the City/Town funded Court Security Officer.

6. DUTIES OF MUNICIPAL/MAGISTRATE COURT

This IGA requires that the Municipal/Magistrate Court contact the Superior Court and the Department's Security Manager for any communication, schedule changes, personnel issues, or special requests with at least a 48-hour notice, if possible. If 48-hour notice is not possible, the Municipal/Magistrate Court and the Superior Court will coordinate, modify, and accommodate in consultation with each other.

7. FUNDING

Superior Court will approve one full time equivalent employee for the position of Court Security Officer, including coverage in the absence of the assigned Court Security Officer. The City/Town will pay for operational expenses related to the position. Operational expenses include, but are not limited to, uniform allowances, travel for work related trainings and conferences, and sufficient over-time to cover Municipal/Magistrate Court events that exceed the

workday. All operational expenses, prior to purchasing, will be approved by the City/Town. The Municipal/Magistrate Court will be charged for the Court Security Officer's salary, which will be hourly, and employee related expenses.

8. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (collectively "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a claim or claims by third parties become subject to this indemnity provision, the parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 8 shall survive termination of this IGA.

In addition, Municipal/Magistrate Court shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this IGA, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Municipal/Magistrate Court's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

9. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA.

10. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books, and other records ("records") relating to this IGA for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records.

11. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, either party may cancel this IGA.

12. APPLICABLE LAW

This IGA will be governed and interpreted by the laws of the State of Arizona and the administrative rules promulgated by the Superior Court and Yuma County.

13. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

14. ARBITRATION

The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

15. WAIVER AND MODIFICATION

None of the provisions of the IGA may be waived, changed, or altered except in writing signed by both parties.

16. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this IGA is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this IGA, this IGA may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this IGA until and only as long as funds are made available for performance of this IGA. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this IGA without further obligation. No liability shall accrue to the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

17. NON-AVAILABILITY OF FUNDS

The payment obligations of the Superior Court are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for this IGA, this IGA may be terminated by the Superior Court at the end of the period for which funds are available, provided however that one party has given to the other party, at least thirty (30) days prior written notice of the unavailability of funds. No liability will accrue to the Superior Court or to Yuma County in the event this provision is exercised, and neither party will be obligated or liable for any further payments for any damages as a result of termination pursuant to this paragraph.

18. NON-DISCRIMINATION

Municipal/Magistrate Court will comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.”

19. THIRD PARTY ANTITRUST VIOLATION

Superior Court assigns to the Municipal/Magistrate Court any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Superior Court toward fulfillment of this IGA.

20. DISPUTE RESOLUTION

The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through non-arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

21. WORKERS’ COMPENSATION

For purposes of workers’ compensation, an employee of a Party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this IGA, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

22. RELATIONSHIP OF PARTIES

Except as provided in Section 21, nothing contained in this IGA shall create any agency, partnership, joint venture, or other similar arrangement between parties.

23. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court:

AZ Superior Court in Yuma County
Court Administrator
250 W. Second Street, Suite D
Yuma, Arizona 85364

If to Municipal/Magistrate Court:

San Luis Municipal Court
Magistrate
PO Box 1670

San Luis, AZ 85349

or at such other address as shall be indicated in writing by each party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

In witness whereof, the parties hereto have executed this IGA on the date written below:

Honorable Danae T. Figueroa
Municipal/Magistrate Court
Presiding Judge

Kathleen Schaben
Superior Court
Court Administrator

Date

Date

ATTEST:

Kay K. Macuil
City Attorney

Assistant Attorney General

Date

Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRISTIN K. MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR24-0027 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 26th day of June, 2024.

KRISTIN K. MAYES
ATTORNEY GENERAL


Assistant Attorney General

Open Range Pay Plan

Regular Judicial Pay Plan
 Fiscal Year 2024/2025
 Effective July 7, 2024

Range	12 Month Annual			Range	Hourly		
	Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum
1	\$30,530	\$38,162	\$45,795	1	\$ 14.678	\$ 18.348	\$ 22.017
2	\$32,057	\$40,069	\$48,085	2	\$ 15.412	\$ 19.265	\$ 23.118
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16	\$63,467	\$79,335	\$95,202	16	\$ 30.513	\$ 38.142	\$ 45.770
17	\$66,641	\$83,302	\$99,963	17	\$ 32.039	\$ 40.049	\$ 48.059
18	\$69,973	\$87,466	\$104,961	18	\$ 33.641	\$ 42.052	\$ 50.462
19	\$73,472	\$91,840	\$110,209	19	\$ 35.323	\$ 44.154	\$ 52.985
20	\$77,145	\$96,433	\$115,719	20	\$ 37.089	\$ 46.362	\$ 55.634
21	\$81,004	\$101,254	\$121,505	21	\$ 38.944	\$ 48.680	\$ 58.416
22	\$85,053	\$106,317	\$127,579	22	\$ 40.891	\$ 51.114	\$ 61.336
23	\$89,307	\$111,632	\$133,958	23	\$ 42.936	\$ 53.670	\$ 64.403
24	\$93,771	\$117,214	\$140,656	24	\$ 45.082	\$ 56.353	\$ 67.623
25	\$98,459	\$123,076	\$147,690	25	\$ 47.336	\$ 59.171	\$ 71.005
26	\$103,382	\$129,228	\$155,074	26	\$ 49.703	\$ 62.129	\$ 74.555
27	\$108,551	\$135,689	\$162,829	27	\$ 52.188	\$ 65.236	\$ 78.283
28	\$113,980	\$142,474	\$170,970	28	\$ 54.798	\$ 68.498	\$ 82.197
29	\$119,679	\$149,598	\$179,519	29	\$ 57.538	\$ 71.923	\$ 86.307
30	\$125,663	\$157,077	\$188,494	30	\$ 60.415	\$ 75.519	\$ 90.622
31	\$131,945	\$164,932	\$197,918	31	\$ 63.435	\$ 79.294	\$ 95.153
32	\$138,543	\$173,179	\$207,815	32	\$ 66.607	\$ 83.259	\$ 99.911
33	\$145,469	\$181,838	\$218,204	33	\$ 69.937	\$ 87.422	\$ 104.906
34	\$152,743	\$190,929	\$229,114	34	\$ 73.434	\$ 91.793	\$ 110.151
35	\$160,380	\$200,477	\$240,571	35	\$ 77.106	\$ 96.383	\$ 115.659
36	\$168,399	\$210,500	\$252,599	36	\$ 80.961	\$ 101.202	\$ 121.442
37	\$176,819	\$221,025	\$265,229	37	\$ 85.009	\$ 106.262	\$ 127.514
38	\$185,661	\$232,076	\$278,491	38	\$ 89.260	\$ 111.575	\$ 133.890
39	\$194,944	\$243,680	\$292,415	39	\$ 93.723	\$ 117.154	\$ 140.584
40	\$204,691	\$225,863	\$307,035	40	\$ 98.409	\$ 123.011	\$ 147.613

50% Range Width
 5% Between Ranges

2080 0.062 0.0145 0.1227 688.25 1.55 0.00168

Employee	POS#1	Title	New hrly rates	Fund	Fct	Dept	FTE	40110	40210	40211	40220-40224	40230	40231	40233	40241	40280	Total with ERES	Grade #
New Position	133	Court Security Officer	19.67	00100	01	1001	1.000	40,920	2,537	593	5,021	8,758	19	38	949	-	58,835	7
New Position	423	Court Interpreter	26.36	00100	01	1003	1.000	54,824	3,399	795	6,727	8,758	19	48	93	-	74,663	13



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. D.

Meeting Date: 07/10/2024
Department Head: Danae Figueroa, Magistrate, Court
Submitted By: Danae Figueroa, Magistrate, Court
Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2325. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona, and Yuma County for the purpose of providing Field Trainer Services. **(Danae T. Figueroa, Magistrate)**

SUMMARY:

The purpose of this IGA is to continue a long-standing partnership between the Superior Court of Yuma County and the San Luis Municipal Court, with the goal being for the Superior Court of Yuma County to provide court services and training to the San Luis Municipal Court through a Field Trainer.

Superior Court has one position dedicated to automation and systems training and support related to the Court's case management, and other related topics. The position is paid for, in part, by a grant from the Arizona Supreme Court. All counties in the state have the same arrangement with a Field Trainer in the Superior Court and the limited jurisdiction courts participating in supporting the funding of the same with a nominal contribution. Partnering allows for more efficient and effective use of resources and provides opportunities to collaborate to provide consistent, unified, and professional court services in Yuma County and the San Luis Municipal Court. The IGA is in effect for 10 years. Therefore, the San Luis Municipal Court requests that the City Council approve the IGA in the amount of \$1,000.00 per year.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2325, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City funds
TOTAL:	\$1,000.00
BUDGETED AMOUNT:	\$1,000.00
AVAILABLE AMOUNT TO TRANSFER:	\$1,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-160-80000/\$1,500.00
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

The budgeted amount of \$1,000.00 will come from the Contractual Services budget item (100-160-80000).

Attachments

Resolution 2325 and IGA

Resolution 2325 AG Determination



Resolution

No. 2325

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA COUNTY SUPERIOR COURT FOR FIELD TRAINER SERVICES.

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 with Yuma County Superior Court for the purpose of providing Field Trainer Services.

Section 2: A true copy of the Intergovernmental Agreement is incorporated into this Resolution as though set forth again in full here.

Section 3: If a conflict arises between the provisions of this resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 4: 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 or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 5: The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of July 2024.

Nieves Riedel, Mayor

Attest:

Approved As to Form:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE SUPERIOR COURT OF ARIZONA IN YUMA COUNTY

and

THE MUNICIPAL/MAGISTRATE COURT OF CITY OF SAN LUIS, ARIZONA

This Intergovernmental Agreement (“IGA”) is entered into between the Superior Court of Arizona, in and for the County of Yuma (“Superior Court”), and the City/Town of San Luis, Arizona on behalf of its Municipal/Magistrate court (“City/Municipal/Magistrate Court”), for an Automation and Training Coordinator (hereafter referred to as a “Field Trainer”).

1. RECITALS

WHEREAS, the Superior Court has historically offered certain court services and training to courts in Yuma County; and

WHEREAS, the Municipal/Magistrate Court desires to use the court services and court training offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide court services and training as specified herein through a Field Trainer.

3. AUTHORITY

The purpose of this IGA is to establish a partnership between the Superior Court of Yuma County and the San Luis Municipal Court, with the goal being for the Superior Court of Yuma County to provide court services and training to the San Luis Municipal Court through a Field Trainer. Partnering allows for more efficient and effective use of resources and provides opportunities to collaborate to provide consistent, unified, and professional court services in Yuma County and the San Luis Municipal Court.

This IGA outlines the terms and conditions for the Superior Court of Yuma County to provide a trained and experienced Field Trainer to the San Luis Municipal Court.

The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

- A. This IGA shall be effective July 1, 2024 and shall expire June 30, 2034. The parties may renew this IGA in writing. If the Municipal/Magistrate Court wishes to renew this IGA, it

must notify the Superior Court at least 90 days in advance of its expiration. If City/Town Council approval is required for this IGA, the renewal may be executed by the Municipal/Magistrate Presiding Judge or City/Town Manager.

- B. Either party may terminate this IGA for any reason upon 30 days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 17. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.
- C. This IGA supersedes all prior agreements between the parties for court services and training (Field Trainer). Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

Superior Court shall provide a Field Trainer for all courts and court departments in Yuma County, including, but not limited to, Superior Court, Clerk of the Court for Superior Court, Justice Courts, Precincts #1, 2, and 3, and municipal courts in Yuma County, including the San Luis Municipal Court in order to provide training for automation systems and business practices.

Superior Court shall provide facilities, including furnished office space and computer support for the Field Trainer. Incidental Supplies, e.g., pens and paper, will be supplied to the Field Trainer as needed by Superior Court. Each participating court will also use its best efforts to make available to the Field Trainer other reasonable training aids as requested by the Field Trainer.

The Field Trainer is a regular employee of the Superior Court who the Superior Court Information Services Manager supervises. The Court Information Services Manager will maintain a training schedule and, in consultation with the Field Trainer, determine the applicability of certain training for various courts in Yuma County. The Court Information Services Manager and the Municipal Court Administrator will determine a training schedule for San Luis Municipal Court.

The Court Information Services Manager shall ensure that the Field Trainer maintains appropriate records of training and Committee on Judicial Education and Training ("COJET") hours earned by court employees. The Field Trainer will ensure that the COJET coordinator for each court receives notification of COJET hours earned by court employees and certification of training conducted by the Field Trainer.

The Field Trainer will train San Luis Municipal Court staff on practices and procedures, including automation, court rules, appellate procedures, case management, collections, probation, and other business and judicial practices.

6. DUTIES OF MUNICIPAL/MAGISTRATE COURT

The Superior Court and Municipal Court are authorized to work together to develop cooperative training and professional development for all court personnel in the San Luis

Municipal Court and to coordinate activities, procedures, policies, schedules, personnel, and other matters to ensure effective training and professional development of court personnel.

7. FUNDING

The Field Trainer is funded in part by the Commission on Technology from funds appropriated from the Judicial Collection Enhancement Fund ("JCEF") and by the Superior Court. The Superior Court provides fifty percent (50%) of the funding of the Field Trainer from special revenue based on the final budget as approved by the Administrative Office of the Courts ("A.O.C.").

The City/Municipal Court will provide partial funding for the Field Trainer through available local revenues. The City/Municipal Court agrees to pay ONE THOUSAND DOLLARS (\$1,000.00) of the total personnel costs of the Field Trainer as reflected on the Field Trainer application budget. If local funds in the account of the City/Municipal Court are not adequate or available for any reason, the City/Municipal Court will not be responsible for continuing its partial funding of the Field Trainer.

The City/Municipal Court agrees to pay the Court ONE THOUSAND DOLLARS (\$1,000.00) of the proposed budget for personnel costs (salary and employee-related expenses) of the Field Trainer. The Superior Court will provide the City/Municipal Court with a copy of the approved budget that reflects the City/Municipal Court's share of the personnel costs of the Field Trainer for fiscal year 2024-2025. The City/Municipal Court agrees to pay to the Superior Court, within thirty (30) days of receipt of the approved budget, the sum of ONE THOUSAND DOLLARS (\$1,000.00), which amount represents the City/Municipal Court's share of the Field Trainer's personnel cost identified in the Field Trainer application budget.

8. INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (collectively "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a claim or claims by third parties become subject to this indemnity provision, the parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 8 shall survive termination of this IGA.

In addition, Municipal/Magistrate Court shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this IGA, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court

costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Municipal/Magistrate Court's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

9. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA.

10. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books, and other records ("records") relating to this IGA for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records.

11. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, either party may cancel this IGA.

12. APPLICABLE LAW

This IGA will be governed and interpreted by the laws of the State of Arizona and the administrative rules promulgated by the Superior Court and Yuma County.

13. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

14. ARBITRATION

The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

15. WAIVER AND MODIFICATION

None of the provisions of the IGA may be waived, changed, or altered except in writing signed by both parties.

16. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this IGA is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and

available for the continuance of this IGA, this IGA may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this IGA until and only as long as funds are made available for performance of this IGA. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this IGA without further obligation. No liability shall accrue to the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

17. NON-AVAILABILITY OF FUNDS

The payment obligations of the Superior Court are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for this IGA, this IGA may be terminated by the Superior Court at the end of the period for which funds are available, provided however that one party has given to the other party, at least thirty (30) days prior written notice of the unavailability of funds. No liability will accrue to the Superior Court or to Yuma County in the event this provision is exercised, and neither party will be obligated or liable for any further payments for any damages as a result of termination pursuant to this paragraph.

18. NON-DISCRIMINATION

Municipal/Magistrate Court will comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.”

19. THIRD PARTY ANTITRUST VIOLATION

Superior Court assigns to the Municipal/Magistrate Court any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Superior Court toward fulfillment of this IGA.

20. DISPUTE RESOLUTION

The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through non-arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

21. WORKERS' COMPENSATION

For purposes of workers' compensation, an employee of a Party to this IGA, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this IGA, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the

purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

22. RELATIONSHIP OF PARTIES

Except as provided in Section 21, nothing contained in this IGA shall create any agency, partnership, joint venture, or other similar arrangement between parties.

23. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court:	AZ Superior Court in Yuma County Court Administrator 250 W. Second Street, Suite D Yuma, Arizona 85364
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If to Municipal/Magistrate Court:	San Luis Municipal Court Magistrate PO Box 1670 San Luis, AZ 85349
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or at such other address as shall be indicated in writing by each party. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

In witness whereof, the parties hereto have executed this IGA on the date written below:

Honorable Danae T. Figueroa
Municipal/Magistrate Court
Presiding Judge

Kathleen Schaben
Superior Court
Court Administrator

Date

Date

ATTEST:

Kay M. Macuil
City Attorney

Assistant Attorney General

Date

Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRISTIN K. MAYES
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION
AGENCY COUNSEL SECTION

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR24-0050 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 27th day of June, 2024.

KRISTIN K. MAYES
ATTORNEY GENERAL


Assistant Attorney General



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. E.

Meeting Date: 07/10/2024

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

Submitted By: Janet Taylor, Legal Secretary, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2326. A resolution of the Mayor and City Council of the City of San Luis, Arizona, that deems the grant of a gas franchise to Southwest Gas Corporation beneficial to the City of San Luis, Arizona, and submits it to the voters for the November 5, 2024, election; repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

(The franchise will not be in effect until after it is approved in an election by the voters residing within San Luis, Arizona)

SUMMARY:

The Arizona Constitution Article 13 § 4 and A.R.S. § 9-502 allow franchises to be granted for twenty-five (25) years. Southwest Gas Corporation currently operates within the City of San Luis ("City") under a franchise agreement approved by the San Luis voters on March 14, 2000. Franchises in the City must be approved by the voters of San Luis. To avoid a special election, the city will need to submit it to the voters this election year.

This Agenda Item is for:

- the City Council to consider the franchise of Southwest Gas and its benefits,
- if approved, make the statutory finding that the franchise is beneficial to San Luis,
- publish the agreement in the newspaper as required by law, and
- submit the franchise agreement to the voters.

The City Council took prior action to process the proposed franchise:

- February 14, 2024, Resolution 2303, City Council ordered the November 5, 2024, Election to be held and to include this franchise and
- May 22, 2024, Resolution 2310, City Council set the deadline for pro and con statements for August 7, 2024 (and with a Nunc Pro Tunc Resolution 2311 correcting a typographical error on June 12, 2024).

If the voters residing in San Luis approve it, the new franchise agreement (Exhibit A to the Resolution) will have the following terms in summary :

- It will be effective on January 1, 2025, and expire on January 1, 2050.
- It will allow Southwest Gas Corporation the right, privilege, and franchise to construct, maintain, and operate its gas system and gas system facilities upon, over, along, across, and under the present and future public rights-of-way, thereby supplying natural gas and/or artificial gas to the City and its inhabitants.

Attorneys and representatives of the City of San Luis, the Arizona Municipal Risk Retention Pool for the city, and Southwest Gas have met several times, and the final terms are agreeable to all. In consideration of the grant of this franchise, Southwest Gas Corporation will pay the City:

- a franchise fee equal to two percent (2%) of the gross revenues of Southwest Gas Corporation,
- transaction privilege and use tax authorized by City ordinance,
- other charges, taxes, or fees levied upon businesses generally throughout the City, and
- applicable City right-of-way management and inspection fees, and pavement damage fees established by ordinance necessary for the services provided by Southwest Gas Corporation under this franchise.

The final agreement is attached as Exhibit A to the resolution. The Southwest Gas Franchise Agreement with the city, signed on May 26, 1999, is attached as a reference.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2326, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Please see the fiscal impact statement.
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 will be shared costs with the city and South West Gas for the publishing and election process. The franchise, if passed by the voters, will be a source of revenue for the city to provide public services.

Attachments

Resolution and Agreement
Expiring Franchise Agreement



Resolution

No. 2326

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, THAT DEEMS THE GRANT OF A GAS FRANCHISE TO SOUTHWEST GAS CORPORATION BENEFICIAL TO THE CITY OF SAN LUIS, ARIZONA, AND SUBMITS IT TO THE VOTERS FOR THE NOVEMBER 5, 2024, ELECTION; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, under the Arizona Constitution Article 13 § 4 and Arizona Revised Statutes (A.R.S.) § 9-502(F), a franchise shall not be granted for a longer term than twenty-five (25) years, and under A.R.S. § 9-502 must be submitted to the city's voters; and

WHEREAS, on March 14, 2000, the San Luis voters approved a franchise agreement with Southwest Gas Corporation ("Southwest Gas"), and the City of San Luis ("City"), which is expiring; and

WHEREAS, Southwest Gas has submitted for the City to grant a new proposed gas franchise for itself and its permitted successors and assigns; and

WHEREAS, the franchise would allow Southwest Gas to construct, maintain, and operate its gas system and gas system facilities upon, over, along, across, and under present and future public rights-of-way; and

WHEREAS, these public rights-of-way include (but are not limited to) present and future public roads, public streets, alleys, ways, bridges, and highways of the City; and

WHEREAS, the franchise would permit Southwest Gas to supply natural and artificial gas (including gas manufactured by any method and gas containing a mixture of natural and artificial gas) to the City, its successors, inhabitants, and all individuals and entities within the City's limits; and

WHEREAS, under A.R.S. § 9-502(A), Southwest Gas has presented the franchise to the Mayor and City Council of the City of San Luis ("City Council"), and the franchise has been filed among the City's records; and

WHEREAS, the City Council makes its findings and takes the actions through this Resolution to submit the franchise to the voters as required under A.R.S. § 9-502;

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

Section 1: The City Council deems that the franchise with Southwest Gas is beneficial to the municipal corporation of the City of San Luis, Arizona, as provided under the terms and conditions of the franchise agreement attached as Exhibit A.

Section 2: Exhibit A, the franchise agreement, is incorporated and made a part of this Resolution by this reference.

Section 3: The City Council orders that the franchise, Exhibit A, shall be published in full in the Yuma Sun for at least thirty (30) days before the November 5, 2024, regular election.

Section 4: The City Council approves and submits the question to the qualified electors as to whether or not the franchise shall be granted for the November 5, 2024, regular election.

Section 5: If a conflict arises between the provisions of this Resolution and any other ordinance, resolution, order, 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 or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 7: The appropriate City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution. All additional required proceedings shall be had and shall comply with Arizona law.

[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 July 2024.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Exhibit A

EXHIBIT A

FRANCHISE AGREEMENT BETWEEN SOUTHWEST GAS CORPORATION AND THE CITY OF SAN LUIS, ARIZONA

Section 1 - Grant of Franchise

The City of San Luis, Arizona (“**City**”) hereby grants to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called “**Grantee**”), its successors and assigns, the right and privilege to construct, maintain and operate its gas system and gas system facilities, as defined herein, upon, over, along, across and under the present and future public rights-of-way within the City (the “**Franchise**”). These public rights-of-way include, but are not limited to, present and future roads, streets, alleys, ways, bridges, and highways within the City (“**Public Rights-of-Way**”). Grantee’s gas system is for the purpose of supplying natural gas, renewable natural gas, hydrogen, and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas, renewable natural gas, hydrogen and/or artificial gas (herein all types of gas will be collectively referred to as “**gas**”) to City, its successors, the inhabitants thereof, and all individuals and entities, either within or beyond the limits thereof, for all purposes. Grantee’s gas system includes a transmission and distribution system of gas mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying gas (individually, and collectively, “**Gas System Facilities**”). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Gas System Facilities from time to time as may be necessary.

Section 2 - Term

The Effective Date of this Franchise shall be January 1st, 2025. This Franchise shall continue and remain in full force and effect for a period of twenty-five (25) years from the Effective Date. Unless terminated earlier by written agreement of the parties, this Franchise will expire on January 1st, 2050.

Section 3 - Construction

3.1 Grantee shall perform all construction under this Franchise in accordance with applicable federal and state laws and regulations and established industry standards. Before Grantee makes any installations in the Public Rights-of-Way, Grantee shall apply for

and obtain from City such permit or permits as are required by City to be issued for other similar construction or work in the Public Rights-of-Way. Without limitation, Grantee will comply with ordinances of the City regarding street cuts. Such construction will be completed in a reasonable time. Before Grantee makes any installations in the Public Rights-of-Way, Grantee will submit for approval a map showing the location of such proposed installations to the City Engineer or designee. Notwithstanding anything to the contrary herein, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Gas System Facilities. If such action is required, Grantee shall advise City of the work performed to maintain its system and apply for a permit as soon as is practicable.

3.2 Upon reasonable notice by City of the proposed paving of a Public Right-of-Way, Grantee shall review the City's proposed paving plan and, if warranted in the Grantee's judgment, extend or replace its Gas System Facilities in order to reasonably avoid the need to subsequently cut the paved Public Right-of-Way.

3.3 Construction of Grantee's Gas System Facilities relating to traffic control, backfilling, compaction, and paving, as well as the location or relocation of Grantee's Gas System Facilities pursuant to this Franchise Agreement, shall be subject to regulation by the applicable provisions of the City Code in place at the time of installation. If a provision of the City Code is inconsistent with Title 49 of the Code of Federal Regulations or any other applicable federal or Arizona state law, rule, order, or regulation, then Grantee and City agree that Title 49 of the Code of Federal Regulations or the other applicable federal, or Arizona state law, rule, order, or regulation shall govern. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall maintain installation records of the location of all its Gas System Facilities in the Public Rights-of-Way. Grantee's Gas System Facilities are defined as critical infrastructure by the federal government, and as such, City agrees that records of the location or design of natural gas facilities are proprietary to Grantee and City shall not release nor make available any records to any outside party without the express, written permission of Grantee.

3.4 Grantee shall not install, construct, maintain, or use its Gas System Facilities in a manner that damages or interferes with any existing facilities of another City-owned utility located in the Public Right-of-Way. City shall determine in its reasonable discretion whether the location of the Gas System Facilities damages or interferes with existing facilities of a City-owned utility, including interference in the maintenance of same.

3.5 Upon request, Grantee shall provide the City with, on an annual basis, its known proposed capital plan and reasonably foreseeable future corridor plans for all improvements in the City's planning area. The City shall provide Grantee with its proposed capital improvement plan, if any, on an annual basis.

3.6 If City undertakes, either directly or through a contractor, a construction project adjacent to Grantee's Gas System Facilities operated pursuant to this Franchise, City, at City's discretion, may notify Grantee of such construction project. If notified, Grantee will take steps as Grantee determines in its sole discretion to be reasonably necessary to maintain the safety of Grantee's Gas System Facilities throughout the construction project.

Section 4 - Restoration of Public Rights-of-Way

4.1 If, in the construction, maintenance or operation of its Gas System Facilities, Grantee damages or disturbs the surface or subsurface of any public road, adjoining public property, or the public improvement located thereon, therein, or thereunder, then Grantee will promptly, at its own expense, unless otherwise agreed to between City and Grantee or provided in this Franchise, restore the surface or subsurface of the public road or public property, or repair the public improvement thereon, therein, or thereunder, consistent with the Maricopa Association of Governments ("MAG") construction standards in effect at that time.

4.2 Should such restoration or repair not be completed within a reasonable time or fails to meet the MAG construction standards in effect at that time, the City may, after prior notice and reasonable time for Grantee to cure, perform the necessary restoration or repair either through City's own forces or through a City-hired contractor, and Grantee agrees to reimburse the City for its costs and expenses in so doing within thirty (30) days after its receipt of the City's invoice. Section 5 – Franchise Fee

Section 5 - Franchise Fee

5.1 In consideration of the grant of this Franchise, Grantee must pay to City a sum equal to 2% of the gross revenues of Grantee from Grantee's sale or delivery of gas for all purposes to Grantee's customers within the corporate limits of City as shown by Grantee's most current billing records ("Gross Revenues"). Such payment shall be in lieu of all fees and charges otherwise payable or assessable with respect to permits and licenses for the construction, installation, and/or maintenance (including street cuts and street repairs) of Grantee's Gas System Facilities hereunder, or for inspection thereof, Grantee's Gross Revenues are derived from Grantee's Commodity Charge and Basic Service Charge, as provided in the Grantee's Arizona Gas Tariff on file with the Arizona Corporation Commission, as may be amended from time to time. Grantee's payments are due and payable to the City thirty (30) days after the end of the calendar quarter and deemed late if not payment is not received by the City within thirty (30) days of the due date. For payments not made by the required time, Grantee must pay interest in the amount of 1.5% per month accrued and accruing on any unpaid amount due. The City may waive interest and penalties for reasonable cause or if casualty renders Grantee unable to compute or estimate the liability from business records. Grantee may deduct from the Franchise Fee any tax or license paid by it and levied by the City exclusively on utilities, up to the amount payable under this section 5.1, unless the City's ordinances authorize the utility tax to be offset by the amount of any franchise fees paid pursuant to a franchise agreement, in which event Grantee shall pay the total Franchise Fee and the utility tax shall be offset thereby. The amount payable under the Franchise Fee shall not be reduced by reason of the payment of any ad valorem taxes, assessments for special improvements, general sales or transaction privilege taxes, license taxes, or any similar general levy measured by Grantee's receipts or sales within City, provided that the amount of such sales tax or similar levy may be lawfully and specifically added to Grantee's customer's bills. If at any time during the term of this Franchise, Grantee is paying any municipality in the State of Arizona a Franchise Fee greater than two percent (2%) of Grantee's gross revenues from the sale

and/or delivery of gas by Grantee in such municipality's corporate limits, then, after written request by the City, the percentage set forth in Section 5.1 will be increased to match the greater percentage amount Grantee is paying to such other municipality under a franchise agreement; provided that if City requests Grantee to match such greater Franchise Fee, then all of the terms, conditions and limitations in the franchise agreement that has the greater Franchise Fee payment must be fully adopted by the City herein.

5.2 Grantee shall continue to pay franchise fees pursuant to the terms of the previously executed franchise agreement between Grantee and City until the Effective Date, provided that City continues to afford Grantee all rights thereunder and comply with the terms thereof. As of the Effective Date, Grantee shall pay the Franchise Fee as described in Section 5.1.

Section 6 - City Fees and Taxes

Except as otherwise provided herein, Grantee shall pay the following charges, taxes, and fees as established in a code or ordinance properly adopted by the City:

- A. General ad valorem property taxes and
- B. Transaction privilege and use tax authorized by City ordinance and billed by Grantee from users and consumers of gas within the corporate limits of the City, without reduction or offset.
- C. Notwithstanding any provision contained herein to the contrary, Grantee shall, in addition to the payment provided in Section 5.1, pay any occupation tax established by City, provided the tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other commercial, for-profit business operated within City.

Section 7 - Relocation of Facilities

7.1 The City reserves its prior right to use the Public Rights-of-Way and City property, including the surface areas, for all City governmental function projects funded with City funds. "City Funds" mean government or grant-sourced funds awarded to the City for governmental function projects for the City's benefit which funds may or may not be managed by another governmental agency. Grantee shall, upon written request by City, relocate, without expense to the City, any of Grantee's Gas System Facilities that are in direct, physical conflict with City facilities that will be installed as part of a City governmental function project funded with City Funds to such location as the City and Grantee agree.

7.1.1 A governmental function project is defined as one performed by the City that primarily benefits and promotes the public health, safety, and welfare of the general public and is not proprietary in nature. Governmental function projects include, but are not limited to, the following activities:

- A. Any and all improvement to City-owned streets, alleys and avenues, and other City property;
- B. Establishing and maintaining City-owned storm drains, sewer lines, effluent lines, water wells, wastewater treatment facilities, and any other City-owned facilities related thereto;
- C. Establishing and maintaining City parks, parking, parkways, pedestrian malls, or grass, shrubs, trees, and other vegetation for the purpose of landscaping City streets or City property;
- D. City-provided fire protection and other public safety functions;
- E. City-provided public transportation; and
- F. City-owned water utility systems.

7.1.2 If Grantee asserts any prior rights, Grantee must demonstrate to City's reasonable satisfaction how it maintains any prior rights in the subject location.

7.2 City will bear the reasonable cost of relocating any of Grantee's Gas System Facilities (a) that are not in direct, physical conflict with any City facilities that will be installed as part of a City governmental function project; or (b) the relocation of which is necessitated by the construction of improvements by or on behalf of City in furtherance of any project other than a governmental function project funded with City Funds; or (c) when Grantee's Gas System Facilities have prior rights to the City's facilities.

7.2.1 If City participates in the cost of relocating Grantee's facilities for any reason, the cost to the City will be limited to those costs and expenditures reasonably incurred for relocating such facilities. Costs to the City for relocation of Grantee's facilities will not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation. Prior to payment by City, Grantee must provide an itemization of such costs and expenditures.

7.3 If Grantee is required to relocate any Gas System Facilities within one year of construction or relocation of such facilities paid for by Grantee, the costs of relocation shall be borne by City.

7.4 If City requires Grantee to relocate Grantee's Gas System Facilities that are located in a private easement, then the costs and expenditures associated with purchasing a new private easement and relocating Grantee's Gas System Facilities shall be paid by City.

7.5 If relocation of any Gas System Facilities is required or requested due to the actions or inactions of any party other than the City, the third party shall be responsible for the cost of such relocation, and Grantee shall not be required to commence such work until the third party compensates Grantee for the relocation costs in cash or in another manner acceptable to Grantee.

7.6 The City and Grantee agree that City is not a party to disputes among permittees or other interested parties using the Public Right-of-Way.

7.7 City will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner or to avoid its obligations under this Franchise.

7.8 All underground abandoned lines shall continue to remain the property of the Grantee unless the Grantee specifically acknowledges otherwise to the City Engineer, and such is accepted by the City. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of City when Grantee's Gas System Facilities are in direct, physical conflict with City facilities that will be installed as part of a City governmental function project that is funded with City Funds as described in Section 7.1 of this Franchise Agreement.

7.8.1 Prior to removal of any abandoned lines, Grantee must notify City of its intent to remove abandoned lines and offer possession and ownership of said lines to City. If City elects to accept the abandoned lines, City's acceptance shall be based solely upon City's own inspection, investigation, and analysis, and such transfer shall be on an "AS IS", "WHERE IS" basis, and without representation or warranty by Grantee. Upon such transfer, City shall assume, and Grantee shall be relieved of, any and all obligations or responsibilities with respect to the abandoned lines.

7.8.2 Grantee must identify the location of any known abandoned lines not accepted by City as they exist through Blue Staking.

Section 8 - Indemnification: Insurance

8.1 Grantee's indemnification, duty to defend, save and hold harmless in Section 8.2 below only applies to Claims (as defined in Section 8.2 below) that arise as a result of the work performed by Grantee under this Franchise. Further, nothing in this Agreement shall impede or otherwise limit a party's statutory rights under A.R.S. 40-423 or A.R.S. 12-820 et. seq.

8.2 Grantee agrees to indemnify, defend, save and hold harmless the City and its elected or appointed officials, agents, boards, commissions, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all suits, claims, demands, actions, liabilities, damages, losses, or expenses of any nature or kind whatsoever, including court costs, reasonable attorneys' fees, and costs of claim processing, investigation, litigation for personal injury (including death) or property damage to the extent caused by the negligence or willful acts or omissions of Grantee or any of Grantee's directors, officers, employees or agents in the exercise of this Franchise (hereinafter collectively referred to as "Claims"). This indemnity includes any Claims arising or recovered under the Worker's Compensation Laws or arising out of the failure of Grantee to conform to any federal, state, or City law, statute, ordinance, rule, regulation, or court decree. It is agreed that Grantee will be responsible for primary loss, investigation, defense, and judgment costs where this indemnification is applicable. Grantee's worker's compensation policy shall include a waiver of subrogation against the City, its officers, agents, and employees. Nothing in this provision shall preclude Grantee from seeking contribution from any third party jointly responsible for such damages or Claims. The obligations under Section 8.2 shall survive termination of this

Franchise to the extent of the applicable statute of limitations.

8.3 Grantee shall procure and maintain for the duration of this Franchise insurance or self-insurance against claims for injuries to persons or damages to property which may arise or result from work performed by Grantee under this Franchise. These insurance requirements are minimum requirements for this Franchise and in no way limit the indemnity covenants contained in this Franchise. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of this Franchise for the Grantee, and Grantee is free to purchase such additional insurance as may be determined necessary.

8.4 Minimum Coverage Requirements.

The Grantee shall provide coverage, in the form of insurance, self-insurance, or a combination thereof, which includes coverage for the work performed under this Franchise by Grantee including, but not limited to, products-completed operations, general liability, personal and advertising injury, and fire damage in an amount not less than Five Million Dollars (\$5,000,000.00). An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis, or such excess liability or umbrella liability policy provides coverage at least as broad as the primary policy.

8.5 Policy Provisions.

The insurance policies are to contain the following provisions: (i) The City and its officials, officers, employees, and agents shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the right-of-way subject to this Franchise and activities performed by or on behalf of the Grantee under this Franchise, including completed operations of the Grantee, and automobiles owned or operated by Grantee; (ii) commercial general liability insurance shall include bodily injury, property damage, and broad form contractual liability coverage; (iii) the Grantee's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources relating to work performed under this Franchise; (iv) the Grantee's insurance shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

8.6 Notice of Cancellation and Certificate of Insurance Required. Insurance is to be placed with insurers duly licensed, authorized, permitted, or approved in the State of Arizona and with a "Best's" rating of not less than B+ VI. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

8.7 Grantee shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) or a letter of self-insurance to evidence compliance with the coverage requirements under this Franchise. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and any required endorsements must be received and approved by the City prior to the

Section 12 - Voter Approval

This Franchise is subject to the approval of the qualified electors of the City. If Grantee's franchise is the sole item on City's ballot for the election, then Grantee must pay one hundred percent (100%) of the election costs. If Grantee's franchise is not the sole item on City's ballot for the election, then Grantee must pay fifty percent (50%) of the election costs. Grantee must pay one hundred percent (100%) of any required publication costs.

Section 13 - Independent Provisions

If any section, paragraph, clause, phrase, or provision of this Franchise shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 14 - Default: Dispute Resolution

14.1 Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

14.2 To further cooperation by the parties in implementing this Franchise, the City and Grantee each shall designate and appoint a representative to act as a liaison between the City and its various departments and Grantee. The initial representative for the City shall be the City Manager, and the initial representative for Grantee shall be its project manager, as identified by Grantee from time to time. The parties' representatives shall be available at all reasonable times to discuss and review the performance of the parties under this Franchise.

14.3 If a dispute between the parties arising out of this Franchise cannot be resolved by the parties, City and Grantee agree to attempt resolution through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the Yuma County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

Section 15 - Audit Rights

15.1 City has the authority, at City's expense, to conduct an audit of the Grantee's pertinent books and records during the term of this Franchise to verify gross revenue and amounts payable under this agreement. An audit will be conducted in such a way as not to disrupt

Grantee's business operations and will be performed in accordance with Generally Acceptable Auditing Standards. The period that may be audited will not exceed thirty-six (36) months prior to the date the written notice from the City is received by the Grantee. An audit will not be required more than once in a single 12-month period.

15.2 The Grantee must pay to the City within 45 days written notice any amounts that are due to the City as determined by any audit of the Grantee, together with a late payment fee equal to five percent (5%) of the underpayment amount. If the Grantee has underpaid the City by 5% or more of amounts due (excluding penalties), Grantee will reimburse the City for reasonable and full costs of the audit.

Section 16 - Conflicting Ordinances

All ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed to the extent applicable to a franchised gas public service corporation.

Section 17 - Utility Planning and Coordination

The City and Grantee desire and will endeavor to promote coordination between Grantee and the City with respect to the City's utility system and Grantee's Gas System Facilities to avoid arbitrary or reasonably avoidable interference with utility facilities of the other part, and to minimize costs occasioned by changes, relocations or other modifications to the parties' respective utility systems which affect presently existing utility facilities of the City and Grantee. Grantee agrees to participate in a Utility Planning and Coordinating Committee if established by City. Nothing in this section 17 shall be construed to prohibit Grantee from proceeding with any activity that is otherwise in conformance with this Franchise and the orders, rules, and regulations of the Arizona Corporation Commission and other applicable legal requirements.

Section 18 - No Waiver or Limitation of Powers of Eminent Domain/Right to Purchase

City reserves the right and power to condemn and purchase the plant and distribution facilities of the Grantee within the corporate limits or any additions thereto, as provided by law, during the term of the Franchise and/or upon its expiration.

[Intentionally left blank. Signature page follows.]

PASSED and ADOPTED this Franchise Agreement by the City Council of the City of San Luis, Arizona this ____ day of. November 2024.

City of San Luis,
An Arizona municipal corporation

Nieves Riedel, Mayor

Attest:

Sonia Cornelio, City Clerk

Approved As to Form

Kay Marion Macuil, City Attorney

Southwest Gas Corporation,
A California Corporation

By: _____

Date: _____

FRANCHISE AGREEMENT

Between

SOUTHWEST GAS CORPORATION

and the

THE CITY OF SAN LUIS, ARIZONA

Section 1 - Grant of Franchise: There is hereby granted to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called "Grantee"), its successors and assigns, the right, privilege, and franchise to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way, (including, but not limited to streets, alleys, ways, highways and bridges), in the City of San Luis, Arizona (herein called "Municipality"), a natural gas and/or artificial gas distribution system, together with all necessary appurtenances (herein called the "Franchise"), for the purpose of supplying natural gas and/or artificial gas, including gas containing a mixture of natural gas

and such artificial gas to Municipality, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Municipality shall not be liable to Grantee should Grantee construct facilities pursuant to this Franchise in an area over which Municipality has erroneously exercised jurisdiction.

Section 2 - Grantee's Compliance with Municipality Practice; Plans Submitted for

Approval: All construction under this Franchise shall be performed in accordance with all applicable federal and state laws and regulations and with those lawful municipal ordinances, regulations and established practices that are not in conflict with provisions of this Franchise with respect to such public rights-of-way. Before Grantee makes any installations in the public rights-of-way, Grantee shall submit for approval a map showing the location of such proposed installations to the designated Municipal Official or the City Council.

Section 3 - Construction and Relocation of Grantee's Facilities; Payment: All

facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic or other authorized uses over, under or through the public rights-of-way. Those phases of construction of Grantee's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of gas

lines and related facilities herein provided for shall be subject to lawful regulation by Municipality not inconsistent with this Franchise and state and federal law. Grantee shall keep installation records, as defined by A.R.S. §40-360.21(6) or its successors, of the location of all facilities in the public right-of-way and furnish them to Municipality upon request. Upon completion of new or relocation construction of underground facilities in the public right-of-way Grantee shall provide the designated Municipal Official or the City Council with installation records showing the location of all facilities in those cases where the location substantially differs from the proposed location approved in the permit plans or the map previously submitted under Section 2 hereof. All construction shall be subject to issuance of a permit. Grantee shall be required to obtain and pay all required fees and charges for construction permits and inspections of all non-gas related distribution facilities, including but not limited to, office buildings, storage buildings or repair shops. Permits for and inspections of gas distribution facilities will be provided at no cost under this Franchise, including but not limited to, pipes, pipelines, mains, laterals, service lines, manholes, pumps, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, conduits, appliances, attachments and appurtenances thereto ("gas distribution facilities").

A. If Municipality requires Grantee to relocate Grantee's facilities which are located in private easements or rights-of-way obtained by Grantee prior to Municipality's acquisition of the public right-of-way from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement or right-of-way if necessary) shall be borne by Municipality, unless the origin grant to Grantee requires, or would have required, Grantee to bear the cost of relocation under the circumstances. Municipality shall also bear the entire cost of all subsequent relocation of the relocated facilities required by Municipality until such time as Municipality condemns or purchases Grantee's private easement or right-of-way. Municipality and Grantee will cooperate to determine which facilities of Grantee are in private easements or rights-of-way as need arises.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for Municipality's carrying out of its governmental functions. Governmental functions are defined as those duties imposed by the state on municipalities, where the duties involve a general public benefit, are not in the nature of a corporate or business undertaking for the corporate benefit and interest of Municipality.

Governmental functions, whether performed by Municipality or a third party include, but are not limited to, the following:

1. Improvements to Municipal streets, alleys and venues;
2. Establishing and maintaining sanitary sewers, storm drains and related facilities;
3. Establishing and maintaining municipal parks, parking, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property;
4. Providing fire or police protection;
5. Collecting and disposing of garbage.

This paragraph 3B is not intended to prohibit Grantee from requiring private persons or entities (i.e., not the state, a political subdivision of the state or an affiliated entity thereof) from including relocation expenses relating to proprietary functions as part of advances-in-aid-of-construction or contributions-in-aid-of-construction, to the extent said advance or contribution could otherwise be required of said private person or entity under Grantee's duly adopted and lawful rules, regulations and tariffs; provided, however, in no event shall Southwest Gas receive, from any combination of sources, monies in excess of the actual cost of removal and relocation.

C. Municipality will bear the entire cost of relocating any facilities, the relocation of which is necessitated by the

construction of improvements by or on behalf of Municipality in furtherance of a proprietary function. All functions of Municipality which are not governmental are proprietary. The installation of pipe and other facilities owned by Municipality to serve domestic water shall be considered both governmental and proprietary and therefore the actual cost of relocation shall be shared equally by Grantee and Municipality.

D. Where Municipality's facilities or other facilities already occupy a right-of-way under authority of a franchise or Municipality permit or license and conflict with potential facilities sought to be constructed by Grantee, and the conflict can only be resolved expeditiously or economically by relocating the existing facilities, Grantee shall bear the entire cost, including the cost of purchasing new easements or rights-of-way, if necessary, and of relocating the existing facilities, irrespective of the function they served. Municipality shall have full and exclusive right to determine whether the provisions of this subparagraph D are to be invoked.

E. If Municipality participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to Municipality shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation, including

upgrades or improvements required by this Franchise or other lawful act of Municipality.

F. Municipality will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner. Grantee and Municipality may agree to cooperate on the location and relocation of other facilities in the public rights-of-way.

Section 4 - Indemnification: Municipality, its departments, officers, employees, agents, successors and assigns, shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its appurtenances hereunder provided that any such claim, expense or loss is not caused by the negligence, willful acts or willful omissions of Municipality, its employees or agents. Grantee shall indemnify Municipality, its officers, agents, employees, successors and assigns and hold it harmless from and against any and all liability, loss, costs, legal fees, damage or any other expense which may accrue to Municipality by reason of the negligence, willful act or willful omissions, default or misconduct of Grantee in the construction, installation, operation and maintenance of its lines, facilities and appurtenances hereunder, including the maintenance of barricades and traffic control devices in construction and maintenance areas. Grantee, so long as it maintains,

operates or owns facilities within rights-of-way of Municipality, at its own costs and expense, shall keep, or cause to be kept in force insurance against claims and liability for personal injury, death and property damage arising from the construction operation or maintenance by Grantee of its facilities in a reasonable amount sufficient to insure Grantee's obligations under this paragraph. Grantee shall provide Municipality with thirty (30) days' written notice of material change, cancellation or nonrenewal the insurer. The policy shall be nonassessable and noncontributing with any policy of Municipality.

Grantee shall file with Municipality documentation of such liability insurance within sixty (60) days following the effective date of this Franchise and thereafter at least annually or as otherwise requested by Municipality.

Section 5 - Restoration of Rights-of-Way: Whenever Grantee shall cause any opening or alteration whatsoever to be made for any purpose in any public right-of-way, the work shall be completed with due diligence within a reasonable, prompt time and Grantee shall, upon completion of such work, restore the property disturbed to as good condition as it was prior to such opening or alteration. If Grantee fails to restore the disturbed property to Municipality's satisfaction within ten (10) calendar days of receipt of written

notice to the local office of Grantee, Municipality may restore the property and charge the cost thereof to Grantee.

Section 6 - Franchise Fee: Grantee agrees to pay Municipality in consideration of the grant of this Franchise a sum equal to two percent (2%) of the gross receipts of Grantee from sale by it of gas, whether natural or artificial or a combination thereof, at retail for residential and commercial purposes, as determined by Grantee's tariff classifications as most recently revised, prior to the date hereof, within the present and any future corporate limits of Municipality, as shown by Grantee's billing records. If at any time Grantee pays to any municipality in the State of Arizona a franchise fee greater than 2% of Grantee's gross receipts (not including any in lieu of property tax component) in such municipality, then the percentage set forth in this section shall be increased to match such greater percentage amount payable to such municipality. Such payment shall be in lieu of all fees or charges otherwise payable or assessable with respect to permits and licenses for the construction, installation and/or maintenance (including street cuts and street repairs) of Grantee's gas distribution facilities hereunder, or for inspection thereof, except as provided in Section 3 above. The franchise fee shall be due and payable quarterly on or before the last calendar day of the month next succeeding the month in which the franchise fee accrues.

If Grantee fails to deposit said fees with the Municipality by the twentieth (20th) day of the month immediately succeeding the date the fee became due and payable, Grantee shall be assessed (i) a ten percent (10%) late fee, and (ii) interest at the rate of twelve percent (12%) or two percent (2%) above the prime rate of Bank One Corporation, N.A. (or its successor), whichever is higher, per annum, compounded monthly on any unpaid balance (exclusive of late fees), said interest being calculated from the first day the payment became due.

For the sole purpose of verifying the amounts payable hereunder, the books and records of Grantee shall be subject to inspection and audit by duly authorized officers or representatives of Municipality at reasonable times.

Grantee may deduct from the franchise fee any tax or license paid by it and levied by Municipality exclusively upon utilities, up to the amount payable under the terms of this section, unless Municipality's tax ordinances authorize the utility tax to be offset by the amount of any franchise fees paid pursuant to a franchise agreement, in which event the entire 2% franchise fee shall be paid and the utility tax offset thereby.

The amount payable under the franchise fee shall not be reduced by reason of the payment of any general ad valorem taxes, assessment for special improvements, general sales or transaction

privilege license taxes, or any similar general levy measured by Grantee's receipts or sales within Municipality, provided the amount of such sales tax or similar levy may be lawfully and specifically added to Grantee's customers' bills.

Section 7 - Additional Fees: Notwithstanding any provision contained herein to the contrary, Grantee shall, in addition to the payment provided in Section 6, pay any occupation tax established by Municipality, provided the tax is a flat fee per year and that the annual amount of such fees does not exceed similar fees paid by any other business operated within Municipality.

Section 8 - Term: This Franchise shall continue and exist for a period of twenty-five (25) years from the date of acceptance by the electorate of Municipality. However, Municipality or Grantee shall have the right during each 180-day period immediately prior to the tenth (10th) and fifteenth (15th) anniversaries of the acceptance date of this Franchise to request from Grantee a modified form of this Franchise. If either party fails to comply with the request within ninety (90) days, the other party may terminate this Franchise by giving written notice of termination within one hundred eighty (180) days from the date of failure to comply with such request. If either party terminates this Franchise, this Franchise terminates on the anniversary date immediately subsequent to the termination. If the electors reject any modification the

Franchise in force prior to rejection shall continue for the duration of the twenty-five (25)-year Franchise period.

If either party does not exercise its right to terminate this Franchise, this Franchise remains effective for each successive period until the twenty-fifth (25th) anniversary.

Section 9 - Franchise; Non-Exclusive: This Franchise is not exclusive, and nothing herein contained shall be construed to prevent Municipality from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10 - Default: Failure of Grantee to comply with the provisions of this Franchise shall be deemed to be a default of this Franchise. Upon default by Grantee of this Franchise, Municipality shall provide written notice to Grantee of the default, specifying in detail the reasons Grantee is in default of this Franchise. Grantee shall have ninety (90) days after Municipality's written notice to begin good faith efforts to cure the default. If, at the end of said ninety (90) day period Grantee has not begun good faith efforts to cure the default, Municipality may, at its option, i) terminate this Franchise, ii) cure the defect and Grantee shall be responsible for all reasonable costs incurred by Municipality in curing said defect; iii) charge Grantee the equivalent of the prior two months' franchise payment because the damages to Municipality as a result of said default are

difficult or impossible to ascertain, or (iv) exercise any appropriate combination of the above. If, however, within said ninety (90) day period, Grantee has begun good faith efforts to cure said default, Municipality shall not have the right to terminate the Franchise. The parties specifically agree that Sections 2, 3, 4, 5, and 6 of this Franchise are material provisions of the Franchise.

The language in this Section 10 is not intended by the City of San Luis to preclude Southwest from seeking judicial resolutions of whether or not (a) a default in fact occurred, and/or (2) timely good faith efforts to cure any particular default in fact began.

Further, in the event of any such litigation, it is the City of San Luis's intention that termination of the Franchise pursuant to this Section 10 would be subject to a judicial determination that a default occurred and that Grantee did not begin good faith efforts to cure the default within ninety (90) days after Municipality's written notice to begin good faith efforts to cure the default.

Section 11 - Conflicting Ordinances: All ordinances and parts of ordinances in conflict with the provisions hereof are hereby repealed to the extent applicable to a franchised gas public service corporation.

The language in this Section 11 is intended (among other stated items) by the City of San Luis to recognize that, in the event of any conflict between the terms of the Franchise and other documents resulting from the adoption of ordinances, resolutions, permits, licenses and contracts otherwise applicable to the operation of Southwest's gas distribution facilities as defined in the Franchise, the terms set forth in the Franchise shall prevail. This provision shall be applicable only to Southwest Gas and not to any other utility or entity to which said ordinance, resolution, permit, license or contract may apply.

Section 12 - Independent Provisions: If any section, paragraph, clause, phrase or provision of this Franchise, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged invalid or unconstitutional.

Section 13 - Condemnation; Right Reserved by Municipality: Municipality reserves the right and power to acquire, in any manner permitted by law, the plant and distribution facilities of Grantee within Municipality's corporate limits or any additions thereto, to the extent permitted by law.

Section 14 - Expiration: Municipality and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise:

Upon the termination or expiration of the Franchise, if Grantee shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system within Municipality or, with Municipality's express written consent, or as permitted law, Grantee may continue operating its facilities and system within Municipality until a new franchise can be effected with Municipality, but it shall be required to obtain proper permits each time it makes additional extensions upon, over, along, across, and under the public rights-of-way within Municipality unless or until such time as a new franchise is obtained or the system and facilities are removed or are acquired by Municipality through the exercise of its power of eminent domain.

Section 15 - Utility Planning and Coordination Committee: Municipality and Grantee jointly desire and will endeavor to promote the coordination between Grantee and Municipality in the operation of Grantee's and Municipality's utility systems to encourage the efficient and orderly operation of those utility systems, to avoid arbitrary or reasonably avoidable interference with utility facilities of others, and to minimize costs occasioned by changes, relocations or other modifications to utility systems which affect presently existing facilities of Municipality and Grantee. Grantee shall participate in a Utility Planning & Coordinating Committee if established by Municipality.

Nothing contained in this Section 15 shall be construed to prohibit Grantee from going forward with any activity which is otherwise in conformance with this Franchise and the orders, rules and regulations of the Arizona Corporation Commission and other applicable legal requirements.

Section 16 - Annexation: Grantee hereby agrees to execute any and all petitions for annexation of territory to Municipality that may be presented to it by Municipality during the term of this Franchise, provided that at least fifty per cent (50%) of the private property owners have consented to the annexation and no municipal entity opposes the same.

Section 17 - Assignment: The right, privilege and Franchise hereby granted may not be transferred in whole or in part by the Grantee, its successors and assigns without the prior consent of the Council of the Municipality. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent transfers made pursuant to any such instrument. Upon the approval of an assignment as required by this section, Grantee shall pay as a transfer fee Municipality's actual reasonable expenses in evaluating the proposed assignment. For the sole purpose of verifying the amount payable under this Section 17, the books and records of Municipality shall be subject to inspection and audit by duly

authorized officers or representatives of Grantee at reasonable times.

Section 18 - Entire Agreement: This Franchise represents the entire agreement of the parties with respect to its subject matter and all prior agreements and/or franchises, whether written or oral, and all negotiations and other discussions (including, without limitation, oral promises regarding the terms hereof) related to such subject matter are merged herein. However, nothing contained in this Franchise shall be construed to affect the application or construction of the ordinances, resolutions, rules and regulations of Municipality applicable to Grantee's business to the extent that such ordinances, resolutions, rules and regulations are not inconsistent with this Franchise. This Franchise may be amended only by an agreement executed by Grantee and Municipality and approved by the electors of the City of San Luis.

The language in this Section 18 is intended (among other stated items) by the City of San Luis to recognize that, in the event of any conflict between the terms of the Franchise and other documents resulting from the adoption of ordinances, resolutions, permits, licenses and contracts otherwise applicable to the operation of Southwest's gas distribution facilities as defined in the Franchise, the terms set forth in the Franchise shall prevail. This provision shall be applicable only to Southwest Gas and not to

any other utility or entity to which said ordinance, resolution, permit, license or contract may apply.

Section 19 - Governing Law: This Franchise shall be governed by Arizona Law.

Section 20 - Notices: A notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed given i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Municipality: City Manager
City of San Luis
P. O. Box 1170
San Luis, Arizona 85349

Grantee: District Manager
Southern Arizona Division
Southwest Gas Corporation
3820 South 4th Avenue - Suite B
Yuma, AZ 85365

Section 21 - Litigation: Should any party to this Franchise bring an action to enforce its terms or for damages with respect to its alleged breach, the successful party in such action shall be entitled to receive, in addition to such other relief as is awarded

to such party by the court, its reasonable attorney fees and court costs incurred in bringing or defending such civil action.

Section 22 - Headings: The headings of the sections and subsections hereof are intended only for assistance in locating provisions herein and shall not be used to interpret the language used in the section or subsection to which such heading relates.

PASSED AND ADOPTED this 26th day of May, ~~1998~~.
1999.

CITY OF SAN LUIS, ARIZONA



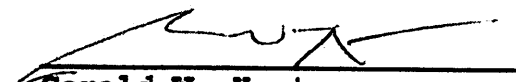
Alex Joe Harper, Mayor

ATTEST:




Alex Ruiz, City Clerk

APPROVED AS TO FORM:



Gerald W. Hunt
City Attorney

SOUTHWEST GAS CORPORATION

By 

Christine Palacios
Vice President



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 07/10/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Board of Adjustment

Motion

Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2024-0258 - Juventina Garcia Variance. A request by Vega & Vega Engineering, on behalf of Juventina Garcia, owner, for a variance from the City of San Luis Zoning Ordinance Section 18.35.040 - Table No. 7 to reduce the minimum lot size and the minimum lot width on property located at 687 North 2nd Avenue in San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

1. Staff Presentation
2. Open the Public Hearing
3. Call to the Public
4. Close Public Hearing
5. Action on Variance Case No. 2024-0258

SUMMARY:

The property in question is located at 687 North 2nd Avenue, parcel number 775-46-197, and is zoned as Community Commercial (C-2). The request is to reduce the minimum lot size required from 8,000 square feet to 7,040 square feet and the minimum lot width from 60 feet to 55 feet from the City of San Luis Zoning Ordinance Section 18.35.040 Table No.7.

The purpose of this variance, if approved, is to perform a lot split-lot tie between parcels 777-46-197, 777-46-198, and 775-46-044. Parcel 777-46-044, which would require the variance, is owned by Juventina Garcia, and its current use is residential. Parcel 777-46-198 is a current business in a legal-nonconforming lot, and parcel 777-46-044 is a vacant lot; these previous two (2) lots have the same owner. This lot split-lot tie would create two parcels, the north parcel with an area of 7,040 sf. and the south parcel with an area of 15,360 sf. Parcel 777-46-198, which currently has a business. It is located in the downtown area, where many lots have been modified over the years and are smaller in size. The main goal of the lot split-lot tie would be to allow parcel 777-46-198 after tying with south parcel 777-46-044, to provide sufficient parking for customers and to have the ability to expand or increase in the near future.

AGENCY REVIEW:

As with all variance requests, this was distributed to various review agencies. We have received comments from the following agencies:

1. City of San Luis Fire Department (6-11-24)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the

proposed project (32 letters).

CRITERIA FOR APPROVAL:

All requests for a variance from the City of San Luis Zoning Ordinance must meet the criteria for a variance as set forth in the City of San Luis Zoning Ordinance. A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. § 9-462.06 and Section 18.15.060 (C) of the Zoning Ordinance. In all cases, the application shall address all the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.
2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.
3. The variance is necessary for the preservation of substantial property rights. Without a variance, the property cannot be used for purposes otherwise allowed in this zoning district.
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

The Arizona Revised Statutes (§ 9-462.069-462.06. Board of adjustment) further state that the Board may not:

1. Make any changes to the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

ANALYSIS:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

There are no special circumstances or conditions. The conditions creating the request were created by the property owner. The property is currently being used as a legal non-conforming residence in a Community Commercial (C-2) zoning district. The parcel contains 9,280 sq. ft. when the minimum lot size in commercial zoning districts is 8,000 sq. ft. The owner wants to sell a portion of the land to the neighbor, which will reduce the current lot size to 7,040 sq. ft. This property is located in the downtown area where many lots have been modified over the years and are smaller in size. However, the circumstances that prompt the request are the result of choices made by the property owner.

2. The above special circumstances or conditions are preexisting and are not created or self-imposed by the owner or applicant.

The lot size is preexisting and was not created by the owner or applicant, however, the current lot complies with the minimum lot size. The owner wants to sell a portion of the land to the neighbor, reducing the lot size to less than the minimum required. Therefore, the circumstances that prompt the request are the result of choices made by the property owner.

3. The variance is necessary for the preservation of substantial property rights. Without a variance, the property cannot be used for purposes otherwise allowed in this zoning district.

The variance is not necessary for the preservation of substantial property rights. The property is currently being used as a legal non-conforming residence in a Community Commercial (C-2) zoning district. Without the variance, the property owner can continue to use the lot for residential purposes under this legal non-conforming status or potentially convert it to commercial use. The existing residential use, which occupies only the developed portion of the property, would remain unaffected whether the variance is approved or denied. However, approval of the variance would restrict allowable square footage if the property transitions to commercial use in the future.

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public welfare.

The authorization of the variance will not be materially detrimental to persons residing or working in the vicinity. However, it will limit the square footage permitted if the property changes its use to commercial in the future.

STAFF RECOMMENDATION:

Staff has reviewed this request and has determined that it does not meet all the required criteria, therefore staff recommends denial of Variance Case No. 2024-0258.

RECOMMENDATION / SUGGESTED MOTION:

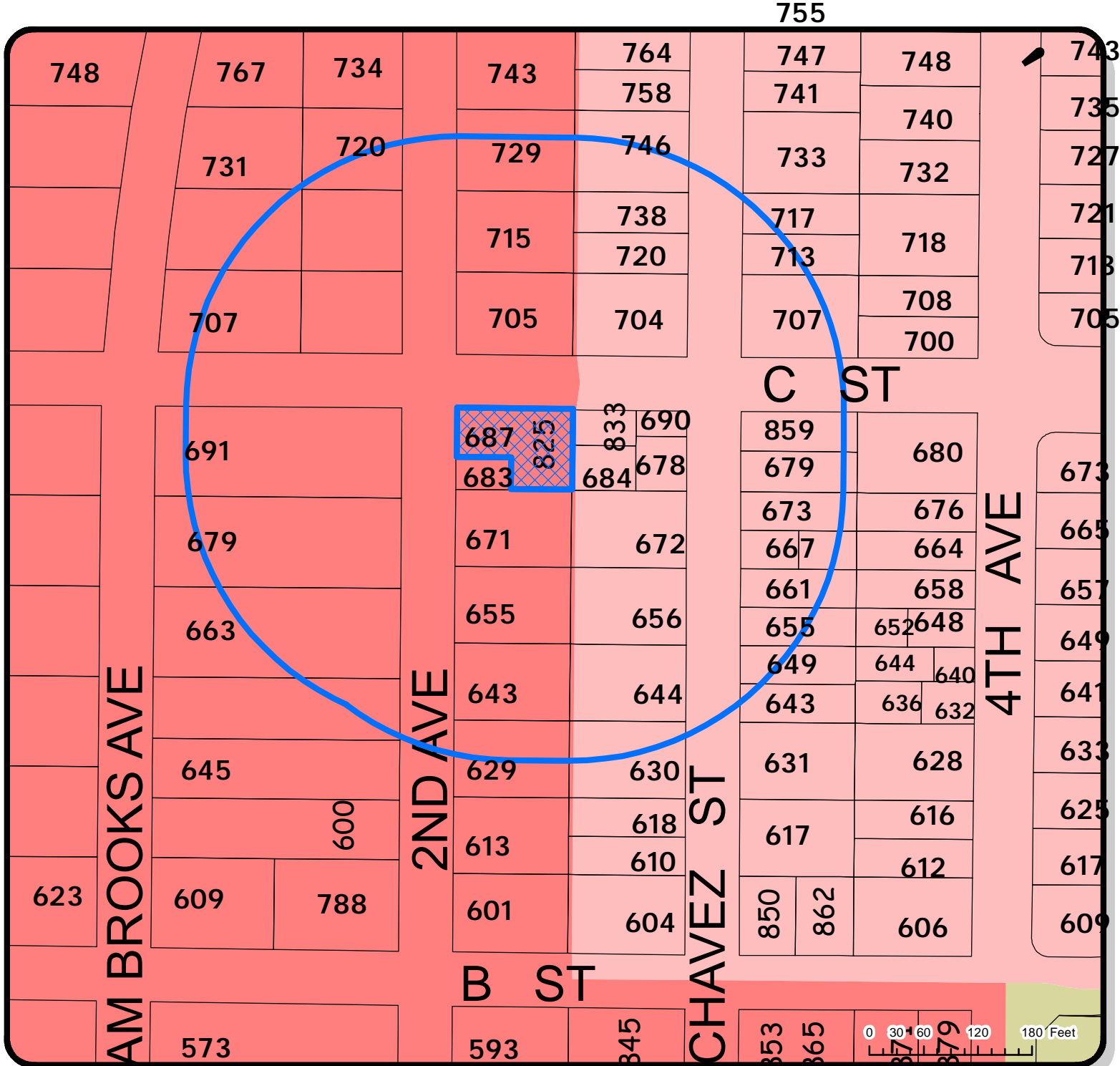
- 1. PRESENTATION BY STAFF, NO MOTION
- 2. I MOVE TO OPEN THE PUBLIC HEARING
- 3. CALL TO THE PUBLIC ON THIS ITEM
- 4. I MOVE TO CLOSE PUBLIC HEARING
- 5. I MOVE TO DENY VARIANCE CASE NO. 2024-0258 BECAUSE THE APPLICATION DOES NOT MEET THE CRITERIA FOR A VARIANCE.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NA
CITY/STATE/FEDERAL FUNDS:	NA
TOTAL:	NA
BUDGETED AMOUNT:	NA
AVAILABLE AMOUNT TO TRANSFER:	NA
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	NA
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	NA

Attachments

Location Map
Site Plan
Applicant's Narrative
Fire Department Comments



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

VARIANCE

 PARCEL ID:77546197
687 N 2ND AVE

Legend
COMMERCIAL ZONING DISTRICTS
C-1
C-2

CASE #
2024-0258

 300ft Notification Area

DATE:
5/16/2024

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN



NEW PROPOSED PROPERTY LINE

PARCEL "A" : NEW AREA = 7,040 SF

PARCEL "B" : NEW AREA = 15,360 SF

PROPOSED PROPERTY LINE TO BE ELIMINATED WITH LOT SPLIT--LOT TIE

CST

2ND AVE

S0°10'28"E

30'

30'

30'

128'

128'

55'

120'

35'

85'

128'

3

10'

30'

100'

February 29, 2024

City of San Luis
Department of Development Services
Community Planning

Re: Narrative Statement for 687 N. 2nd Avenue, San Luis, AZ. 85349, Variance Request for Minimum Lot Area and the Minimum Lot Width for Commercial Zoning District (C-2)

This narrative statement is for A.P. N's 775-46-197 located at 687 N. 2nd Avenue, San Luis, AZ. 85349 for a variance request from the minimum 8,000 Sf. lot size area and the minimum 60 Ft. lot width for commercial zoning district (C-2) to a new proposed 7,040 Sf. lot area and a 55 Ft. lot with throughout the complete lot length for APN 775-46-197. The purpose of this variance if approved is to perform a lot split-lot tie between parcels 775-46-197 & 198, and 775-46-044 splitting the south 35 ft. of the east 68 ft. of A.P.N. 775-46-198 for a new lot size 55' x 128' and tying it to A.P.N. 775-46-198 & 775-46-044 for a new lot size 120' x 128', see sketch on Exhibit A for reference.

If you have any questions or need any further information don't hesitate to contact us.

Sincerely

Vega & Vega Engineering, P.L.C.



Vianey R. Vega, P.E.



NEW PROPOSED PROPERTY LINE

PARCEL "A" : NEW AREA = 7,040 SF

PARCEL "B" : NEW AREA = 15,360 SF

PROPOSED PROPERTY LINE TO BE ELIMINATED WITH LOT SPLIT--LOT TIE

CST

2ND AVE

S0°10'28"E

30'

30'

30'

128'

128'

120'

128'

55'

35'

85'

100'

10'

30'

40'

3

2



June 4, 2024

VARIANCE CASE NUMBER: 2024-0258

CASE SUMMARY: A request by Vega & Vega Engineering PLC., on behalf of Juventina Garcia owner, for a variance from the City of San Luis Zoning Ordinance Section 18.35.040 Table No.7 to reduce the minimum lot size required from 8,000 sf. to 7,040 sf. and the minimum lot width from 60 ft. to 55 ft. in a Community Commercial District (C-2). The parcel is located at 687 N 2nd Avenue in San Luis, Arizona.

PUBLIC HEARING: July 10, 2024

COMMENTS DUE: June 14, 2024

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Board of Adjustment hearing this case. Please complete the section below and return via e-mail. For additional information, please contact Development Services at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Juan Tejeda
Associate Planner
Attachments: Location Map and Site Plan

COMMENTS NO COMMENTS

.....
Enter Comments below:

The City of San Luis Fire Department have no comments at this time but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:

06/11/2024

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: P&Z@sanluisaz.gov