



## NOTICE OF SPECIAL COUNCIL MEETING

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:30 p.m., Tuesday, November 10, 2020. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

## AVISO DE JUNTA ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:30 p.m., el día Martes, 10 de Noviembre del 2020. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



## **AMENDED AGENDA**

**11/09/2020**

## **AGENDA**

**Special Meeting  
San Luis City Council  
San Luis Council Chambers  
1090 E. Union Street  
San Luis, AZ 85349  
November 10, 2020  
6:30 p.m.**

The November 10, 2020 Special Council meeting, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public. However, members of the public may listen to the meeting's live audio stream on the City of San Luis website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the City's website <https://sanluisaz.gov/listenlive> after the meeting.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access.

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la junta especial del Cabildo del 10 de Noviembre del 2020. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

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

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

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. PROCLAMATION/PRESENTATION**
  - 4. A. PROCLAMATION**  
GIS Day - November 18, 2020

**4. B. PRESENTATION**

Presentation and recognition of the 2020 - 3rd Quarter awardees with the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Fausto Gonzalez, HR Coordinator & Rogelio Martinez, ERAP Vice-Chair)**

**5. CONSENT AGENDA**

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

**5. A. MINUTES OF**

- Regular Council meeting held October 28, 2020

**5. B. DISBURSEMENTS FROM OCTOBER 16, 2020 THROUGH OCTOBER 29, 2020**

**Total Disbursements \$578,398.12**

(Five Hundred Seventy-Eight Thousand, Three Hundred Ninety-Eight Dollars and Twelve Cents)

**5. C.** Discussion and possible directions to staff on any and all matters regarding budget adjustment for unavoidable overtime in the City Prosecutor's Office. **(Kay Marion Macuil, City Attorney)**

**5. D.** Discussion and possible action on any and all matters regarding the consultant contract between the City of San Luis and James Davey and Associates, Inc. for the new Community Park. **(Lizandro Galaviz, Director of Parks & Recreation)**

**5. E.** Discussion and possible action on any and all matters regarding Resolution No. 2145. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending the assessment for fiscal year 2020/2021 for the Rio Sereno Enhanced Municipal Services District to reduce the tax imposed from \$60,944.00 to \$11,031.00. **(Monica Castro, Director of Finance)**

**6. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**6. A.** Discussion and possible action on any and all matters regarding the designation of a Vice Mayor. **(City Council)**

**6. B.** Discussion and possible action on any and all matters regarding the brick walls at various retention basins within the City of San Luis. **(Lizandro Galaviz, Director of Parks & Recreation)**

**6. C.** Discussion and possible action on any and all matters regarding Ordinance No. 401. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, for the management of trees in the City of San Luis and practices for the care of the trees and removal when in the health, safety, and welfare interests of the residents; amending the San Luis City Code; repealing any conflicting provision; providing for severability, and providing for penalties. **(Lizandro Galaviz, Director of Parks and Recreation )**

- A. Action on Reading of Ordinance No. 401 by title only  
(City Clerk to read the ordinance by title only)
- B. Action and adoption of Ordinance No. 401

6. D. Discussion and possible action on any and all matters regarding the appointment of one (1) City of San Luis resident to serve on the City of San Luis Planning and Zoning Commission. **(Jose A. Guzman, Director of Planning and Zoning)**

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2146. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Las Quintas de San Luis 3 Development Agreement between the City of San Luis, Arizona, and Riedel Holdings, L.L.C., and repealing Resolution No. 2058. **(Jose A. Guzman, Director of Planning and Zoning)**

6. F. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0474 and Ordinance No. 402. 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 10.52 acres from Medium Density Residential (R1-12) to Low Density Residential (R1-20) for property located north of County 22nd Street and east of the East Main Canal; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**

- A. Open public hearing
  - 1. Staff presentation
  - 2. Call to the Public on this item
- B. Close public hearing
- C. Approval of Reading of Ordinance No. 402 by title only  
(City Clerk to read the ordinance by title only)
- D. Action on Ordinance No. 402

7. **SUMMARY OF CURRENT EVENTS**

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

8. **ADJOURNMENT**



# PROCLAMATION

**Special City Council Meeting**

**4. A.**

Meeting Date: 11/10/2020

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Title:

**PROCLAMATION**

GIS Day - November 18, 2020

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Attachments

Proclamation GIS Day

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# *Proclamation*

## **GIS DAY — NOVEMBER 18, 2020**

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**WHEREAS**, the City of San Luis recognizes that an understanding, use and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus, benefitting the welfare of the general public throughout the City of San Luis; and

**WHEREAS**, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

**WHEREAS**, there is a need to promote GIS awareness, education and technical training to use this rapidly developing technology to its full potential; and

**WHEREAS**, the City of San Luis acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our citizens; and

**WHEREAS**, to recognize and support the efforts of nonprofits who work on activities to improve conservation, human services, and various humanitarian efforts to better our world; and

**WHEREAS**, having a day of GIS activities open to students, citizens, and government leaders will help promote STEM education and inspire others to a higher calling to use technology for good; and

**WHEREAS**, City of San Luis is committed to utilizing GIS to inform decision making and better serve its residents and make useful geographic information open and easily available to the public, as a platform for innovation;

**NOW, THEREFORE**, I, Gerardo Sanchez, Mayor of the City of San Luis, Arizona, do hereby proclaim November 18, 2020 as GIS Day.

**PASS AND ADOPTED** this 10<sup>th</sup> day of November 2020.

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Gerardo Sanchez, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



## PRESENTATION

### Special City Council Meeting

4. B.

Meeting Date: 11/10/2020

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Presentation Topic/Summary:

#### **PRESENTATION**

Presentation and recognition of the 2020 - 3rd Quarter awardees with the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (**Fausto Gonzalez**, *HR Coordinator* & **Rogelio Martinez**, *ERAP Vice-Chair*)

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#### Attachments

ERAP 3rd Qtr 2020 Awardees

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## EMPLOYEE RECOGNITION & AWARDS PROGRAM (ERAP)

### 3<sup>RD</sup> QUARTER 2020 YEARS OF SERVICE RECIPIENTS

5 Years	15 Years	20 Years	25 Years
<b>Jose Toro</b> , <i>PW - Wastewater</i>	<b>Yadira Bobadilla</b> , <i>Police</i>	<b>Jesus de Leon</b> , <i>Police</i>	<b>Francisco Silva</b> , <i>Fire</i>
<b>Elvis Flores</b> , <i>Parks Grounds</i>	<b>Luis Cebreros</b> , <i>Fire</i>		
<b>Lino Valencia</b> , <i>Police</i>	<b>Noel Chavez</b> , <i>Fire</i>		
<b>Lizette Varela</b> , <i>Parks &amp; Rec.</i>	<b>Fabian Felix</b> , <i>Fire</i>		
<b>Sylvia Vasquez</b> , <i>City Prosecutor</i>	<b>Javier Gonzalez</b> , <i>Fire</i>		
	<b>Diana Hernandez</b> , <i>Fire</i>		
	<b>Enrique Lopez</b> , <i>Fire</i>		
	<b>Roman Pacheco</b> , <i>Planning &amp; Zoning</i>		
	<b>Sergio Valenzuela</b> , <i>PW - Water</i>		

### 3<sup>RD</sup> QUARTER 2020 ERAP AWARDEES

#### CUSTOMER SERVICE AWARD

**Crystal Fragozo**, *Administrative Coordinator*  
Parks & Recreation

Crystal Fragozo is the recipient of the Customer Service Award for the 3<sup>rd</sup> Quarter due to the exceptional customer service that she demonstrates on a day-to-day basis. Crystal is not only a colleague that is dependable but also efficient at what she does. She projects a warm, cheerful attitude to any customer or member of the community she assists. Crystal can be seen resolve conflicts and handle difficult situations that have forced her to come out of her comfort zone with remarkable patience, kind and considerate regard for others. Even though Crystal prefers to work behind the scenes, her professionalism, work ethic and interactions with internal and external customers are deserving of the Customer Service Award for this 3<sup>rd</sup> Quarter.

#### ACHIEVEMENT AWARD

##### Planning & Zoning Department

Planning & Zoning has demonstrated the meaning of the Award of Excellence and Achievement Award due in part to their work in the City of San Luis General Plan 2040 and the Census 2020 !Todos Contamos! Efforts. Both the General Plan 2040 comprehensive plan and coordinating between staff, local, state, and federal authorities among many other stakeholders was no easy task. Their efforts to count everyone in the Census 2020 was also remarkable. This past quarter, they have been actively engaged in the San Luis community through various means and events like the Censo Banquetero and this helped strengthen alliances and connections with the community during these difficult times. Planning & Zoning established a renewed and reinvigorated spirit of cooperation and collaboration with city local businesses, community leaders, and other city departments. They have demonstrated that a brighter and more stable future for the community is achievable through their energy, dedication, hard work and commitment to public service.

## **AWARD OF EXCELLENCE**

### **Planning & Zoning Department, Francia Alonso, Jose L. Cisneros & Marlene Lara**

Planning & Zoning, Francia, Jose Luis and Marlene demonstrated the meaning of the Achievement Award due in part to their work in the City of San Luis Census 2020 !Todos Contamos! efforts. Coordinating between staff, local, state, and federal authorities among many other stakeholders was no easy task. Their efforts to count everyone in the Census 2020 and going out day after day, week after week to count as many San Luis residents as possible was noteworthy. This past quarter, they actively engaged with the San Luis community through various means and events like the Censo Banquetero and this helped strengthen alliances and connections with the community during. Planning & Zoning and staff established a renewed and reinvigorated spirit of cooperation and collaboration with city local businesses, community leaders, and other city departments. They demonstrated that a brighter and more stable future for the community is achievable through their energy, dedication, hard work and commitment to public service.

## **SAFETY AWARD**

### **Facilities, Information Technology (IT) & Risk Management**

These departments and divisions are the recipients of the Safety Award for the 3<sup>rd</sup> Quarter for their work in adapting quickly to COVID-19. Thanks to them we were able to reopen San Luis City Hall safely for our community. Our Facilities Division has been keeping up with the latest CDC, OSHA and EPA guidance in infection controls, which will keep the virus down, but not be toxic to staff. Facilities learned what they had to, to take on the many tasks involved. One of those front-line tasks meant putting on their head-to-toe personal protective equipment disinfecting areas of possible COVID-19 exposure. And, what is more, they keep learning as more is known about effective infection control.

IT had to figure out overnight how to conduct Council Meetings online with the equipment that they had. They have been working constantly on keeping the internet connections to the city despite record-breaking demands on the system. Their demeanor is consistently customer-friendly, no matter the type of pressures they face.

Risk Management's own Maria Sabori quickly took the initiative to expand her duties beyond the usual injury and workplace disease prevention to include infection controls against COVID-19. Ms. Sabori has been busy reaching out to every department by watching out for the safety of the employees. She has been diligently identifying hazards; providing staff with the latest information on infection controls; seeking out the best, cost-effective training and communications and working with testing providers for the most at risk (who are the first responders and the essential infrastructure workers).

Thank you Facilities, IT and Risk.

## **EMPLOYEE OF THE QUARTER**

### **Jose Guzman, Director of Planning & Zoning**

The City of San Luis has employed Jose Guzman since 2014. He began as Associate Planner and in 2017 after the sudden and impromptu departure of the Director of Planning and Zoning at the time, he was appointed as Acting Director. Jose performed that role until February of 2018 when he was officially promoted to Director of Planning & Zoning. Since then, Jose has been able to streamline and improve the home building inspections by acquiring an app that facilitates the process. Mr. Guzman also oversaw the General Plan 2040, which was conducted by a team he led for over a year and will assist our rapidly growing community by having a smart growth plan.

The City will save approximately \$70,000, because of Mr. Guzman, by combining the “bicycle and pathways master plan” and the “parks master plan,” which will facilitate better planning and have the City be proactive in planning for the future.

Last but not least, the Census 2020 efforts and events that were planned by him and his team were a success. They carried a lot of coordination with other departments, and the eleven events that were done led to the counting of more than 600 households in the community. Due to his work, the City’s image has improved, allowing employees to come together and for the City to engage with its residents during these challenging times.

Not only did Jose complete the projects above and saved the city money every day, but he also strives to be better and improve his department. For each decision made, most of the time, there is substantial research and information gathered as to why decisions are made within his department regardless of whether the decision is popular. Thank you, Mr. Guzman and congratulations.



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. A.

Meeting Date: 11/10/2020

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Summary

#### **MINUTES OF**

- Regular Council meeting held October 28, 2020

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Attachments

10/28/2020 RCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**October 28, 2020**  
**7:00 p.m.**

**1. CALL TO ORDER/ROLL CALL**

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 6:57 p.m.

Mayor, City Council, and some members of staff participated remotely.

**PRESENT:** Mayor Gerardo Sanchez  
Vice Mayor Maria Cecilia Cruz  
Council Member Mario Buchanan Jr.  
Council Member Africa Luna-Carrasco  
Council Member Jose Ponce  
Council Member Matias Rosales  
Council Member Gloria Torres

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Manager  
Melissa Lopez, Deputy City Clerk  
Carlos Cortes, Assistant Director of Finance  
Kay Marion Macuil, City Attorney  
Domingo Sosa, Information Technology Technician  
Eulogio Vera, Director of Public Works  
Jorge Mungaray, Information Technology Technician  
Jorge Perez, Billing & Collections Manager  
Jose L. Cisneros, Executive Assistant  
Lizandro Galaviz, Director of Parks & Recreation  
Marlene Lara, Government and Foreign Affairs Coordinator  
Richard Jessup, Chief of Police

**2. PLEDGE OF ALLEGIANCE**

Council Member Matias Rosales led the Pledge of Allegiance.

**3. INVOCATION**

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

#### **4. CONSENT AGENDA**

##### **4. A. MINUTES OF**

- **Work Session held October 7, 2020**
- **Regular Council meeting held October 14, 2020**

##### **4. B. DISBURSEMENTS FROM OCTOBER 1, 2020 THROUGH OCTOBER 15, 2020 Total Disbursements \$799,352.18**

(Seven Hundred Ninety-Nine Thousand, Three Hundred Fifty-Two Dollars and Eighteen Cents)

**MOTION:** Council Member Matias Rosales/Council Member Jose Ponce to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

#### **5. DISCUSSION AND POSSIBLE ACTION ITEMS:**

##### **5. A. Discussion and possible action on any and all matters regarding the modification of the general park rules and policies for all open areas and parks around the city. (Lizandro Galaviz, Director of Parks and Recreation)**

Mr. Lizandro Galaviz, Director of Parks & Recreation, stated this item is presented to the Mayor and City Council to obtain the final approval to work with the legal department to start the process of implementing the new policies that staff has set for the parks, the parks will close at 11:00 p.m.

**MOTION:** Council Member Matias Rosales/Council Member Africa Luna-Carrasco to approve the modification of the General Park Rules and Policies as presented. Motion passed unanimously.

The vote was as follows:

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

**5. B. Discussion and possible action on any and all matters regarding Amendment No. 1 of the contract with Valley Collection Service, LLC, for the ambulance collection services. (Monica Castro, Finance Director)**

Ms. Monica Castro, Director of Finance, mentioned that in March 2020 the Mayor and City Council approved a contract to enter into an agreement with Valley Collection Service to collect past due accounts for the utility services but this agreement needs to include the collection for the miscellaneous outstanding accounts receivable as well as the ambulance services which staff will be bringing in house beginning November 1<sup>st</sup>. The collection rate the agency is proposing is of 15%, staff shopped around and received another proposal from another agency that would charge 40%, which is a considerable difference between the two (2) proposals. Staff also received references from other cities that are in contract with the collection services that is being presented tonight. The feedback received from the other cities is positive, therefore, staff requested the Mayor and City Council to approve this item.

**MOTION:** Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the amendment to the contract with Valley Collection Service as presented. Motion passed unanimously.

The vote was as follows:

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

**5. C. Discussion and possible action on any and all matters regarding Resolution No. 2144. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending the assessment for fiscal year 2020/2021 for the Rio Sereno enhanced municipal services district.to reduce the tax imposed from \$60,944.00 to \$12,276.00. (Carlos Cortes, Assistant Director of Finance)**

Mr. Carlos Cortes, Assistant Director of Finance, explained the assessment for Rio Sereno District was approved by the Mayor and City Council at their Regular Council Meeting held June 10<sup>th</sup>, 2020. The amount approved for Rio Sereno Improvement District for maintenance was \$60,944.00 based on estimated water consumption usage and maintaining the green areas. However, this correction is being done due to readings of the water meters being identified as a malfunction. Upon identification of this issue, staff immediately took action by reprogramming the water meter to obtain correct readings. Yuma County requires City Council's approval for this reduction in order to credit the assessment district.

Mayor Gerardo Sanchez asked how did the city reach \$48,000.00.

Mr. Cortes responded that what happened was that a resident came in and inquired why there was an increase in the property tax and staff reviewed the accounts and it was noticed specifically in the assessment from Rio Sereno which is located in 247 E. Nancy Street, that the consumption was too high and met with staff from Public Works and Parks. It was determined that the water meter was not properly reading the water and asked the Utility Billing Division to review the service again and that is how that big difference was discovered.

Mr. Jorge Perez, Billing & Collections Manager, stated the difference was overbuilt to a city account for that retention basin at Rio Sereno subdivision. The reason for the overbill was that the meter was incorrectly programmed since it was received from the manufacturer. The way utility accounts are billed is that it is calculated each water consumption in hundreds of gallons and this is the way staff receives it from the manufacturer. This specific meter was programmed to read by individual units, causing the city's system to add those hundred gallons to every single unit of reads.

Mayor Gerardo Sanchez asked how long has the meter been active for. Mr. Perez responded since October 2018.

Mayor Gerardo Sanchez asked if it was wrong last year. Mr. Perez replied it was wrong for the past fiscal year and as he previously mentioned to the Director of Public Works and the Director of Finance, since Mr. Perez gets his audits every month and during every billing process, one of the audits that staff processes is the high consumptions. However, since that report based its audit on previous consumption against the current one, meanwhile the meter was reflecting a consistent read based on the current against to the previous one, thus it was not showing on the audit every month.

Mayor Gerardo Sanchez asked if all meters are being checked including those being installed and how he will make sure this does not happen again. Mr. Perez answered yes, all the new meters they have at the public works yard storage, they are checking the ones that are going to be received from the manufacturer. They will be checking every meter that comes in from the vendor, which should already come programmed to the way staff ordered it and staff already did the same thing with the ones already received that are in the storage and are new and have not been installed.

Mayor Gerardo Sanchez stated this amount is worrisome, he knows the city charges, but that is the amount that is based, that is how the city assessed the tax on the residents. This is a huge discrepancy, the city needs to create a policy that actually outlines but it is based on previous readings, the City Council wants to make sure that this does not happen again. The city cannot blame the manufacturer, staff needs to make sure that when the meter is installed, it is reading correctly at all times.

Ms. Monica Castro, Director of Finance, said that staff is in agreement with his recommendation and they will put in place an internal process that did not exist before. This situation has taught staff, although it had never occurred in the past to prevent from happening again.

Council Member Gloria Torres asked if the resident will get reimbursed by the city.

Mayor Gerardo Sanchez responded the residents who live in that subdivision who pay the assessments.

Mr. Cortes added that staff has been in contact with the Yuma County Assessor's Office as staff had the same concern because the tax is due November 1<sup>st</sup> and the assessor said that upon what the city decided to do, they will recalculate the tax and they will set up a new due date and will also recalculate the amount the residents will receive.

Council Member Mario Buchanan Jr. added he wants to make sure that this error does not happen again.

Council Member Jose Ponce asked if this malfunctioning happened since day 1 or did it happened during the first three months of service and who did the programming on the unit. Mr. Perez responded the unit was in incorrect program mode since day 1; the meter is supposed to come programmed from the vendor and staff is also trained and able to do the reprogramming in-house if needed, which is what staff did with the meter.

Council Member Matias Rosales asked if they are all electronic, is there a test that the manufacturer or software staff is able to test on the meters or is it every meter manually that staff has to go check out now and make sure it is not doing the one to one thousands. Mr. Perez replied it is something staff will have to do manually and it is being done depending on the type of the meter, if it is commercial or residential. There is no tester in-house for meters to be tested before being installed. What they do with the residential meters, they connect the meter to a water supply and use a gallon test, since the meters are read in gallons staff makes sure the one gallon is correctly read and if a lab test is needed, then it is sent to the vendor.

Mayor Gerardo Sanchez added staff cannot depend on the vendor and the city needs to make sure staff has a way to test the meters. He understands this is a commercial one, it is a higher volume one; but this is a reminder that staff cannot be fully accepting what the company says.

Council Member Africa Luna-Carrasco agreed with all that has been discussed.

**MOTION:** Council Member Matias Rosales/Council Member Jose Ponce to approve and Resolution No. 2144. Motion passed unanimously.

The vote was as follows:

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

## 6. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez stated he want to know what will happen with trick or treating as people is inquiring.

Mr. Lizandro Galaviz, Director of Parks & Recreation, reported the county has put out some recommendations on what they are advising for individuals for this day; they are not promoting door to door but more in-house than events. Staff is working on various activities such as pumpking carving, drive-in movie night and a contest where people can decorate their homes. It is his understanding that many cities are not promoting the door to door, this is something that probably would come from the Mayor and City Council or Administration for residents; also working with enforcement on how that would come about.

Mayor Gerardo Sanchez agreed with Mr. Galaviz and added that right now there is a surge occurring in the mid states like the New York region, including Arizona, and that numbers are increasing. The number one identified source of infection is family gatherings; people need to be careful, make sure masks are worn at all times. He asked Mr. Galaviz to disseminate the information he provided in social media making sure the city emphasizes it and also to include the county's recommendations.

Mayor Gerardo Sanchez reported that there are some complaints from residents that there are some businesses not obeying or following the governor's and city's proclamations of wearing a mask. He asked Mr. Jessup, Chief of Police, to implement the mandatory mask wearing. The epidemic fatigue is kicking in and people are tired of following guidelines and wearing a mask. The second wave is on its way, and the reason for this second wave is because people are not using their masks and not socially distancing. The city needs to be proactive and begin enforcing and if there is a need to cite those businesses then proceed. Because they are supposed to provide a safety environment for their employees and the city does not want the surge to be hitting as hard. It is now where one decides either we have an open christmas or a close christmas...an open christmas by wearing a mask and social distancing or close christmas, and if not wearing a mask, we can start closing business again. This is not about politics but about health.

Chief of Police Richard Jessup, reported that on a particular business they did go, they had signs that said you had to wear a mask coming in but then they had another sign that read if you got a medical issue you do not have to wear one. This was problematic for the Police Department, because that infringes on HIPPA violation rights as well, so that business was educated and they were informed of the complaints received. One of the things the Police Department will be doing is redoing a campaign with all of the businesses again and making sure the county health flyers are posted in their doors and that they are implementing the mask policy per state, county, and city guidelines. The Police Department will get very aggressive with the enforcement part of that because the numbers are going back up again. This particular business was informed that they were going to be reported to the county health who has a tremendous amount of authority when it comes to closing businesses for not following directives as well. The citation fines can be up to \$2,500.00 per incident.

Vice Mayor Maria Cecilia Cruz, reported that on October 16<sup>th</sup> they had their first event in Somerton, stand against domestic violence, numerous agencies participated and it was a very successful event. She thanked Mayor Gerardo Sanchez for supporting this event by doing a proclamation that shows a lot for the city when they stand up for victims of domestic violence and also thanked Mr. Tony Reyes for doing the proclamation on behalf of Yuma County. On a separate note, she thanked staff and all residents for the 2020 census, the self-response rate is 45% and over 600 families participated with censo banquetero. Planning & Zoning counted more than 100 walk-ins the last days last events and they received \$35,000.00 grant that allowed the City of San Luis to do this during the pandemic.

Council Member Jose Ponce, reported he has been assisting Pastor Manuel Castro in distributing the food boxes. The distribution will continue probably until Saturday and feels that the community is lucky to have this amenity.

Council Member Matias Rosales, reported they had the Annual Greater Yuma Port Authority Retreat today at City Hall following the safety guidelines, all the entities and members were present and Mr. Luis Ramirez from Ramirez Advisors was able to moderate and help create a plan to give direction to the port authority in regards to what is needed to be and what the entities wanted to be for the region. It was a good productive meeting.

## 7. ADJOURNMENT

**MOTION**: Council Member Matias Rosales/Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 7:41 p.m. Motion passed unanimously.

The vote was as follows:

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

**APPROVED:**

---

Gerardo Sanchez, Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on October 28, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

---

Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. B.

Meeting Date: 11/10/2020

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#### Summary

**DISBURSEMENTS FROM OCTOBER 16, 2020 THROUGH OCTOBER 29, 2020**

**Total Disbursements \$578,398.12**

(Five Hundred Seventy-Eight Thousand, Three Hundred Ninety-Eight Dollars and Twelve Cents)

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#### Attachments

Disbursements

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# City of San Luis

Finance Department

**SPECIAL COUNCIL MEETING NOVEMBER 10, 2020**  
**Disbursement Report from 10/16/2020 to 10/29/2020**

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	10/22/2020	\$ 109,206.17	Schedule A
Payroll Check Account	10/27/2020	\$ 376,741.52	Schedule B
Accounts Payable Check Account	10/29/2020	\$ 92,450.43	Schedule C

**Total Disbursements:        \$ 578,398.12**

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

Prepared by Angelica V. Castro: \_\_\_\_\_

Verified by Director of Finance: \_\_\_\_\_

For Council approval on: \_\_\_\_\_

**Mayor:** \_\_\_\_\_

**Council:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Payment Register

From Payment Date: 10/19/2020 - To Payment Date: 10/22/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable Totals									
<b>Checks</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		75		\$109,140.09		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		1		\$66.08		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>76</b>		<b>\$109,206.17</b>		<b>\$0.00</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		75		\$109,140.09		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		1		\$66.08		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>76</b>		<b>\$109,206.17</b>		<b>\$0.00</b>	
<b>Grand Totals:</b>									
<b>Checks</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		75		\$109,140.09		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		1		\$66.08		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>76</b>		<b>\$109,206.17</b>		<b>\$0.00</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		75		\$109,140.09		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		1		\$66.08		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>76</b>		<b>\$109,206.17</b>		<b>\$0.00</b>	

Prepared By:  
*Maggie Dominguez*  
 Date: *10/22/2020*

*C*

# Payment Register

From Payment Date: 10/19/2020 - To Payment Date: 10/22/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BPAYABLE - 1st BY Accounts Payable									
Check									
95778	10/22/2020	Open			Accounts Payable	ALDAMA, EMMANUEL	\$209.00		
95779	10/22/2020	Open			Accounts Payable	ALVAREZ, MIGUEL	\$183.00		
95780	10/22/2020	Open			Accounts Payable	DE LEON, JESUS	\$64.00		
95781	10/22/2020	Open			Accounts Payable	DUENAS, YOLANDA	\$150.00		
95782	10/22/2020	Open			Accounts Payable	FLORES, EMMANUEL	\$118.00		
95783	10/22/2020	Open			Accounts Payable	POLAR ICE LLC	\$188.21		
95784	10/22/2020	Open			Accounts Payable	PRIETO, ERNESTO	\$209.00		
95785	10/22/2020	Open			Accounts Payable	PURCHASE POWER	\$1,393.60		
95786	10/22/2020	Open			Accounts Payable	SOLIS, ROBERTO	\$118.00		
95787	10/22/2020	Open			Accounts Payable	SOLORZANO, PEDRO	\$146.34		
95788	10/22/2020	Open			Accounts Payable	AAED	\$422.00		
95789	10/22/2020	Open			Accounts Payable	ALSCO, INC	\$3,959.34		
95790	10/22/2020	Voided		10/22/2020	Accounts Payable	AMAZON.COM LLC	\$66.08		
95791	10/22/2020	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$62.84		
95792	10/22/2020	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$525.00		
95793	10/22/2020	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$135.50		
95794	10/22/2020	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$421.68		
95795	10/22/2020	Open			Accounts Payable	ARIZONA MUNICIPAL CLERK'S ASSOCIATION	\$65.00		
95796	10/22/2020	Open			Accounts Payable	AUTOZONE STORES, INC	\$4,876.99		
95797	10/22/2020	Open			Accounts Payable	BILL ALEXANDER FORD	\$5,127.31		
95798	10/22/2020	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,313.37		
95799	10/22/2020	Open			Accounts Payable	CENTURYLINK	\$325.48		
95800	10/22/2020	Open			Accounts Payable	CITY OF SOMERTON	\$11,100.61		
95801	10/22/2020	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$6,052.46		
95802	10/22/2020	Open			Accounts Payable	DESERT WATER	\$409.32		
95803	10/22/2020	Open			Accounts Payable	DIGITAL ROOM LLC	\$352.84		
95804	10/22/2020	Open			Accounts Payable	FACTOR SALES, INC.	\$325.49		
95805	10/22/2020	Open			Accounts Payable	FEATSAZ	\$75.00		
95806	10/22/2020	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$500.00		
95807	10/22/2020	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$256.71		
95808	10/22/2020	Open			Accounts Payable	FISHER CHRYSLER	\$2,358.89		
95809	10/22/2020	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$2,945.69		
95810	10/22/2020	Open			Accounts Payable	HERNANDEZ, JERRY	\$1,600.00		
95811	10/22/2020	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$110.00		
95812	10/22/2020	Open			Accounts Payable	ITURBIDE, VANESSA, C	\$80.00		
95813	10/22/2020	Open			Accounts Payable	IXOM WATERCARE INC	\$3,644.21		
95814	10/22/2020	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$2,039.74		
95815	10/22/2020	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$879.24		
95816	10/22/2020	Open			Accounts Payable	KS STATE BANK	\$236.59		
95817	10/22/2020	Open			Accounts Payable	KTL&C, LLC.	\$386.08		
95818	10/22/2020	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$329.59		
95819	10/22/2020	Open			Accounts Payable	LIBERTEL ASSOCIATES	\$994.80		
95820	10/22/2020	Open			Accounts Payable	LOWE'S HIW, INC.	\$347.03		
95821	10/22/2020	Open			Accounts Payable	LUNA, CYNTHIA	\$100.00		
95822	10/22/2020	Open			Accounts Payable	MAGU ENTERPRISE	\$1,100.00		

# Payment Register

From Payment Date: 10/19/2020 - To Payment Date: 10/22/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
95823	10/22/2020	Open			Accounts Payable	MCCURLEY, DOYLE	\$1,500.00		
95824	10/22/2020	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$376.55		
95825	10/22/2020	Open			Accounts Payable	MYERS TIRE SUPPLY DISTRIBUTION INC	\$1,115.71		
95826	10/22/2020	Open			Accounts Payable	OFFICE DEPOT	\$4,208.67		
95827	10/22/2020	Open			Accounts Payable	OFFICE NATION, INC.	\$831.67		
95828	10/22/2020	Open			Accounts Payable	ON TRACK OVERHEAD DOORS	\$125.00		
95829	10/22/2020	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$650.47		
95830	10/22/2020	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$806.94		
95831	10/22/2020	Open			Accounts Payable	QUINONES TIRES LLC	\$20.00		
95832	10/22/2020	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$545.00		
95833	10/22/2020	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	\$266.21		
95834	10/22/2020	Open			Accounts Payable	RDO EQUIPMENT CO.	\$726.50		
95835	10/22/2020	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$343.92		
95836	10/22/2020	Open			Accounts Payable	ROBLES, MARIO	\$150.00		
95837	10/22/2020	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$2,100.00		
95838	10/22/2020	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$900.00		
95839	10/22/2020	Open			Accounts Payable	SIMS MACKIN, LTD.	\$993.60		
95840	10/22/2020	Open			Accounts Payable	SMITH, RALPH E. SR.	\$450.00		
95841	10/22/2020	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$21,864.69		
95842	10/22/2020	Open			Accounts Payable	SPECTRUM BUSINESS	\$2,367.08		
95843	10/22/2020	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,358.95		
95844	10/22/2020	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$464.05		
95845	10/22/2020	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	\$500.00		
95846	10/22/2020	Open			Accounts Payable	US POST MASTER	\$2,740.45		
95847	10/22/2020	Open			Accounts Payable	USA BLUE BOOK	\$4,054.26		
95848	10/22/2020	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$514.99		
95849	10/22/2020	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$909.37		
95850	10/22/2020	Open			Accounts Payable	YUMA COUNTY RECORDER	\$279.00		
95851	10/22/2020	Open			Accounts Payable	YUMA TRUCK PARTS	\$1,361.59		
95852	10/22/2020	Open			Accounts Payable	ZOLL MEDICAL CORP	\$177.47		
95853	10/22/2020	Open			Accounts Payable	HINOJOSA GARCIA, HECTOR, J	\$200.00		
Type Check Totals:					76 Transactions		\$109,206.17		

Pay Batch 202022 Total

Employees in Pay Batch 274

Female Employees in Pay Batch 72

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	15,749.2507	332,942.58	Gross	520,878.71	ASRS ALTERNATE	1,098.30
1000 - ADMIN LEAVE	142.0000	2,866.10	Imputed Income		AZ STATE RETIREMENT	35,113.26
1001 - LEAVE WITHOUT PAY	.8333	.00	FEDERAL TAX WITHHOLDING	33,377.73	LONG TERM DISABILITY	524.93
1005 - BEREAVEMENT	24.0000	359.76	SOCIAL SECURITY TAX	32,294.53	PSPRS FIRE DB NORM - TIER 1	11,662.92
1009 - PART TIME	259.2502	6,314.17	MEDICARE	7,552.67	PSPRS FIRE DB NORM - TIER 2	616.75
1010 - PART TIME FIREFIGHTERS	59.1667	1,111.97	STATE WITHHOLDING	12,419.64	PSPRS FIRE DB NORM - TIER 3	2,643.09
1019 - EMERGENCY PAID SICK	40.0000	480.00	AZ STATE RETIREMENT	35,113.26	PSPRS FIRE DB UNFUND - TIER	2,975.84
201 - OVERTIME	1,112.1669	33,770.36	AZ STATE RETIREMENT	44.71	PSPRS FIRE DB UNFUND - TIER	157.36
2019 - COVID-2019	1,469.0835	29,583.07	DEFERRED COMPENSATION	1,905.00	PSPRS FIRE DB UNFUND - TIER	1,235.17
202 - OP STONE GARDEN- O.T.	292.5000	11,076.46	GARNISHMENT - CHILD	1,085.68	PSPRS FIRE DCCN - TIER 3	234.86
300 - VACATION EARNED	1,171.5500	.00	LONG TERM DISABILITY	524.93	PSPRS FIRE DISABILITY - TIER	36.80
301 - VACATION USED	836.9999	16,396.23	MEX ONLY DENTAL - EE &	9.16	PSPRS PENSION FIRE WC	201.74
400 - SICK EARNED	1,088.5100	.00	MEX ONLY DENTAL - EE &	12.21	PSPRS POLICE DB NORM - TIER	8,876.48
401 - SICK USED	739.3332	14,619.29	MEXICO ONLY HEALTH - EE &	75.73	PSPRS POLICE DB NORM - TIER	1,245.84
500 - ON CALL PAY	.0000	900.00	PSPRS FIRE DB RATE - TIER 1a	4,559.97	PSPRS POLICE DB NORM - TIER	2,362.64
501 - WORK COMP PSPRS USED	45.0000	802.80	PSPRS FIRE DB RATE - TIER 1b	1,810.48	PSPRS POLICE DB UNFUND -	9,533.97
502 - ON CALL PAY I.T.	.0000	25.00	PSPRS FIRE DB RATE - TIER 2	462.96	PSPRS POLICE DB UNFUND -	1,338.12
701 - HOLIDAY	1,926.0000	41,941.10	PSPRS FIRE DB RATE - TIER 3	2,643.09	PSPRS POLICE DB UNFUND -	3,351.42
704 - FIRE HOLIDAY EARNED	434.6000	.00	PSPRS FIRE DC RATE - TIER 3	234.86	Total	\$83,209.49
705 - FIRE HOLIDAY PAYOFF	26.2000	460.42	PSPRS FIRE DISABILITY RATE	36.80	Workers' Comp	
900 - COMPENSATION EARNED	1.0500	.00	PSPRS POLICE DB RATE - TIER	3,513.10	ANIMAL CONTROL OFFICERS	68.57
901 - COMPENSATION USED	10.6167	178.65	PSPRS POLICE DB RATE - TIER	2,798.99	ATTORNEY- ALL & CLERICAL-	74.35
924 - AMBULANCE - REGULAR	1,467.8335	24,615.34	PSPRS POLICE DB RATE - TIER 2	1,143.74	AUTO SERVICE/ REPAIR	254.57
925 - AMBULANCE - OVERTIME	98.0000	2,435.41	PSPRS POLICE DB RATE - TIER 3	2,362.64	BUILDING- NOC OPER BY	998.21
Total	26,993.9446	\$520,878.71	US & MEX HEALTH = C	142.34	BUS COMPANY AND DRIVERS	152.66
			VSP - VISION FAMILY	12.97	CLERICAL OFFICE/ LIBRARY/	292.08
			Net	\$376,741.52	Electrician	59.11
					FIREFIGHTERS & DRIVERS	4,906.81
					GARBAGE/ ASH/ REFUSE	280.10
					MUNICIPAL/ TOWN/	89.73
					PARKS- NOC ALL EMPLOYEES	582.80
					POLICE OFFICERS	4,702.93
					RECREATION- ALL EMPLOYEES/	196.38
					SEWAGE DISPOSAL/ PLANT	622.02
					Street or Road Construction	1,933.19
					WATERWORKS OPERATIONS	578.94
					Total	\$15,792.45

Prepared by:  
Deborah Luna

Date:

C. Cortez  
Approved by

# Payment Register

From Payment Date: 10/26/2020 - To Payment Date: 10/29/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Checks</b>									
		Open							
		Reconciled							
		Voided							
		Stopped							
		<b>Total</b>							
<b>All</b>									
		Open							
		Reconciled							
		Voided							
		Stopped							
		<b>Total</b>							
<b>Grand Totals:</b>									
<b>Checks</b>									
		Open							
		Reconciled							
		Voided							
		Stopped							
		<b>Total</b>							
<b>All</b>									
		Open							
		Reconciled							
		Voided							
		Stopped							
		<b>Total</b>							

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D.*  
 10/29/2020

# Payment Register

From Payment Date: 10/26/2020 - To Payment Date: 10/29/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
95854	10/28/2020	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1,085.68		
95855	10/29/2020	Open			Accounts Payable	AGUNDEZ, MARTIN	\$212.25		
95856	10/29/2020	Open			Accounts Payable	ALDAMA, EMMANUEL	\$268.00		
95857	10/29/2020	Open			Accounts Payable	ASTORGA, ERICK	\$149.62		
95858	10/29/2020	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$4,905.82		
95859	10/29/2020	Open			Accounts Payable	DELL MARKETING L.P.	\$19,238.54		
95860	10/29/2020	Open			Accounts Payable	GALVAN, AURELIO, JR	\$268.00		
95861	10/29/2020	Open			Accounts Payable	GUEVARA, ALAN	\$268.00		
95862	10/29/2020	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$600.00		
95863	10/29/2020	Open			Accounts Payable	MECHO'S MOBIL WELDING	\$760.00		
95864	10/29/2020	Open			Accounts Payable	MILLER, DAMIAN	\$268.00		
95865	10/29/2020	Open			Accounts Payable	OFFICE DEPOT	\$589.50		
95866	10/29/2020	Open			Accounts Payable	PPEP INC.	\$7,500.00		
95867	10/29/2020	Open			Accounts Payable	REYNOSO, NIGEL	\$268.00		
95868	10/29/2020	Open			Accounts Payable	RUIZ, OSCAR	\$268.00		
95869	10/29/2020	Open			Accounts Payable	SMITH, RALPH E. SR.	\$13,650.00		
95870	10/29/2020	Open			Accounts Payable	SPECTRUM BUSINESS	\$3,287.08		
95871	10/29/2020	Open			Accounts Payable	TACOS EL CHIPILON, LLC	\$595.09		
95872	10/29/2020	Open			Accounts Payable	UNITED LABORATORIES INC.	\$2,841.50		
95873	10/29/2020	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$6,980.37		
95874	10/29/2020	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,256.28		
95875	10/29/2020	Open			Utility Management Refund	ESCAMILLA, HAYDEE	\$22.91		
95876	10/29/2020	Open			Accounts Payable	ALDAMA, EMMANUEL	\$42.78		
95877	10/29/2020	Open			Accounts Payable	AVILA, FERNANDO	\$21.32		
95878	10/29/2020	Open			Accounts Payable	BELTRAN, LEANNA	\$17.30		
95879	10/29/2020	Open			Accounts Payable	BROWNE, JOSEPH, S	\$89.96		
95880	10/29/2020	Open			Accounts Payable	CARDENAS, ERNESTO	\$39.66		
95881	10/29/2020	Open			Accounts Payable	CASTRO, ANGELICA	\$42.26		
95882	10/29/2020	Open			Accounts Payable	CIFUENTES, ANGELICA	\$179.02		
95883	10/29/2020	Open			Accounts Payable	CORNELIO, SONIA	\$107.78		
95884	10/29/2020	Open			Accounts Payable	CORTES, CARLOS	\$82.82		
95885	10/29/2020	Open			Accounts Payable	DE LA HOYA, TADEO	\$50.32		
95886	10/29/2020	Open			Accounts Payable	DE LA HOYA, ARAGELY	\$109.98		
95887	10/29/2020	Open			Accounts Payable	DE LEON, JESUS	\$148.60		
95888	10/29/2020	Open			Accounts Payable	FERNANDEZ, JENI	\$75.54		
95889	10/29/2020	Open			Accounts Payable	FLORES, EMMANUEL	\$90.88		
95890	10/29/2020	Open			Accounts Payable	FLORES, MARCO, A	\$67.88		
95891	10/29/2020	Open			Accounts Payable	FRAGOZO, CRYSTAL	\$63.58		
95892	10/29/2020	Open			Accounts Payable	GALAZ, HEBER	\$101.66		
95893	10/29/2020	Open			Accounts Payable	GARCIA, ALDO	\$33.54		
95894	10/29/2020	Open			Accounts Payable	GARCIA-BONILLA, ELIZABETH	\$41.74		
95895	10/29/2020	Open			Accounts Payable	GIMBUT, GLENN J.	\$29.00		
95896	10/29/2020	Open			Accounts Payable	GUEVARA, GABRIELA	\$42.26		





## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. C.

**Meeting Date:** 11/10/2020

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible directions to staff on any and all matters regarding budget adjustment for unavoidable overtime in the City Prosecutor's Office. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

The Prosecutor's Office consists of one (1) attorney (exempt from overtime) and one (1) paralegal (not exempt from overtime).

Due to the enormous caseload and deadlines, including constitutional requirements for speedy trial in criminal cases, compensatory time is not feasible. The court has been accommodating as much as it can within the speedy-trial time limits.

In September, the budget for overtime was spent. There is no indication that the caseload will decrease. Staff recommends the transfer of funds from the City Attorney's Legal Expenses Line to the Prosecutor's Overtime Line as follows:

\$530.00 for September and October

\$3,970.00 to budget for the remainder of the fiscal year through June 30, 2021

\$4,500.00 total transfer amount.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE TRANSFERRING \$4,500.00 FROM THE CITY ATTORNEY'S LEGAL EXPENSES GENERAL LEDGER LINE TO THE CITY PROSECUTOR'S OVERTIME GENERAL LEDGER LINE FOR THE FISCAL YEAR ENDING JUNE 30, 2021.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$5,500.00
<b>BUDGETED AMOUNT:</b>	\$1,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$4,500.00
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Legal Services 100.117.80003 \$31,308

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

We request approval to transfer \$4,500.00 from the City Attorney's Legal Services budget to the Prosecutor's Overtime budget for unbudgeted overtime.

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**Attachments**

Budget Transfer to Prosecutor's Acct.

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## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. D.

**Meeting Date:** 11/10/2020

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the consultant contract between the City of San Luis and James Davey and Associates, Inc. for the new Community Park. (**Lizandro Galaviz, Director of Parks & Recreation**)

#### SUMMARY:

Various departments have been working together to create a great community park for the City of San Luis residents. Currently, James Davey and Associates, Inc. have been assisting staff with the guidance & assistance for the first steps and infrastructure of developing the Community Park. A consultant contract has been created between the City of San Luis and James Davey and Associates, Inc. for the new Community Park. Along with the consultant contract, James Davey and Associates, Inc. has provided staff with a proposal for engineering design services that are attached to this agenda. Staff would like to present the contract and proposal to Mayor and City Council.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH JAMES DAVEY AND ASSOCIATES FOR THE COMMUNITY PARK PROJECT ON COUNTY 24TH STREET IN THE AMOUNT OF \$19,460.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	CITY
<b>TOTAL:</b>	\$19,460.00
<b>BUDGETED AMOUNT:</b>	\$500,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	CAPITAL PROJECTS - 806-860-90015.145 / \$500,000.00

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

Project is budgeted under the Capital Projects Budget for Fiscal Year 2020-2021.

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#### Attachments

Consultant Contract - James Davey & Associates

Proposal for Engineering Design Services - City of San Luis Community Park



## **PROFESSIONAL SERVICES AGREEMENT**

Professional Services Agreement (this “Agreement”) made the \_\_\_ day of November, 2020, between the City of San Luis, Arizona, a municipal corporation organized under the laws of the State of Arizona, has its administrative offices at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (“CITY”), and James Davey and Associates, with an office located at 1025 W. 24<sup>th</sup> Street, Suite 2, Yuma, Arizona 85364 (“CONSULTANT”). CONSULTANT and CITY may be referred to singularly as the “Party” and collectively as the “Parties.”

### **RECITALS**

- A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the “Project”).
- B. CITY has determined that the Project involves the performance of professional and technical services of a temporary nature.
- C. CITY desires to engage CONSULTANT and CONSULTANT agrees to render certain technical advice and professional services to CITY, as necessary.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

### **SECTION ONE. DESCRIPTION OF PROJECT**

The Project, described in the attached Exhibit A, dated October 5, 2020, by CONSULTANT James Davey and Associates, Inc., provides for engineering design services for a park design project for the City of San Luis East Side Community Park.

### **SECTION TWO. PROPOSAL SUBMITTAL**

The Parties mutually agree that the attached Exhibit A as described in Section One above is incorporated in this Agreement by this reference:

**SECTION THREE.  
SCOPE OF WORK**

CONSULTANT's scope of work is described in the proposal attached to and incorporated in this Agreement by this reference.

**SECTION FOUR.  
SCOPE OF WORK—ADDITIONAL SERVICES**

CITY and CONSULTANT understand that it may be necessary, in conjunction with the Project, for CONSULTANT to perform or secure the performance of consulting and related services other than those set forth in the proposal. If the CITY requests additional services, CONSULTANT shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the services. CONSULTANT shall not proceed to perform any such additional service until CITY has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis Director of Parks and Recreation or the San Luis City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

**SECTION FIVE.  
AUTHORITY OF THE DIRECTOR OF PARKS AND RECREATION**

CONSULTANT shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the Director of Parks and Recreation. The Director of Parks and Recreation reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Director of Parks and Recreation is authorized to execute the change orders on behalf of CITY.

**SECTION SIX.  
RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, CONSULTANT represents and states to CITY that she possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. CONSULTANT further warrants that she will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

**SECTION SEVEN.  
INDEPENDENT CONTRACTOR**

The Parties to this Agreement agree that CONSULTANT, her employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that CONSULTANT's employees, agents and subcontractors shall not be considered to be employees or agents of CITY for any purpose and will not be entitled to any of the benefits CITY provides for its employees. Rights of the CONSULTANT as independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

**SECTION EIGHT.  
MATERIALS AND EQUIPMENT**

CONSULTANT shall furnish at her own expense all materials and equipment necessary to carry out the terms of this Agreement.

**SECTION NINE.  
DIGITAL FILES**

CONSULTANT shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY.

**SECTION TEN.  
EMPLOYMENT OF PERSONNEL**

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel.

**SECTION ELEVEN.  
TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in accordance with the proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. CONSULTANT's performance of the Project starts November 15, 2020 and shall be completed on or before February 26, 2021.

**SECTION TWELVE.  
COMPENSATION**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed \$19,460 with hourly rates for the CONSULTANT'S personnel to be as depicted in Exhibit A, unless specifically authorized by a written contract amendment prior to the commencement of any additional work. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis.

If the CITY wants the CONSULTANT to travel outside of Yuma County, then it shall be handled as an additional service which shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

**SECTION THIRTEEN.  
ASSIGNMENT**

CONSULTANT shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

**SECTION FOURTEEN.  
INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or caused in whole or in part by acts or omissions of CONSULTANT (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to CONSULTANT's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties. This indemnification provision shall apply to suits, claims, losses, liabilities, damages, costs, expenses and debt that are not otherwise covered by the CITY's Liability Insurance provided for by the Arizona Municipal Risk Pool.

**SECTION FIFTEEN.  
INSURANCE**

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss, will be available to CITY.

Without in any way limiting CONSULTANT's liability pursuant to the indemnification described above, CONSULTANT shall maintain, during the term of this contract, the following types and amounts of insurance:

<u>Coverage Type</u>	<u>Coverage Amounts -Minimum Limits</u>
<u>Commercial General Liability, including:</u> Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits

<u>Comprehensive Automobile Liability</u> (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per Occurrence
---	---

If CONSULTANT owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees use personal motor vehicles in any way on this Project, then CONSULTANT shall obtain evidence of

personal motor vehicle liability coverage for each such person.

<u>Workers' Compensation and Employer's Liability</u>	\$1,000,000	Statutory,
<u>Professional Liability</u>	\$1,000,000 per claim and \$2,000,000 annual aggregate	

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. CONSULTANT shall provide CITY with certificates of insurance documenting that CONSULTANT has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days' prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

CONSULTANT will file a certificate of insurance and endorsement naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by CONSULTANT shall be primary and non-contributory and any coverage maintained by CITY shall not be expected to contribute to any claims arising from the work under this Agreement. The CONSULTANT shall file these certificates with CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

**SECTION SIXTEEN.  
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

- A. Conflict of Interest

CONSULTANT declares that she presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. CONSULTANT certifies that, if she hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

B. Employment Eligibility

CONSULTANT hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the legal right to inspect the papers of CONSULTANT to ensure that CONSULTANT complies with this warranty.

C. Boycott

CONSULTANT certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01. The undersigned understands this certification will become public record under A.A.C. R2-7-C317.

D. San Luis Business License

CONSULTANT shall obtain a San Luis Business License.

**SECTION SEVENTEEN.  
INSPECTION OF WORK**

CITY's representative or his or her designee shall at all times have the right to inspect the work, services or performance of CONSULTANT. CONSULTANT shall furnish all reasonable aid and assistance required by CITY for proper examination of the work or services. Such inspection shall not relieve CONSULTANT of any obligation to perform such services in accordance with the law or this Agreement.

**SECTION EIGHTEEN.  
NO WAIVER**

CONSULTANT agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

**SECTION NINETEEN.  
ATTORNEYS' FEES; COURT VENUE**

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma, County, Arizona or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fees shall be included in the judgment, together with all costs.

**SECTION TWENTY.  
NOTICES**

All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If for the CITY -

City Manager  
City of San Luis  
P.O. Box 1170(by United States Postal Service)  
1090 East Union Street (by personal process or courier)  
San Luis, Arizona 85349

Copy to

San Luis City Attorney  
City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

If to the CONSULTANT- James Davey and Associates, Inc.  
1025 W. 24<sup>th</sup> Street, Suite 2  
Yuma, Arizona 85364

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

**SECTION TWENTY-ONE.  
TERMINATION**

Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay CONSULTANT for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of CONSULTANT.

**SECTION TWENTY-TWO.  
OWNERSHIP OF DOCUMENTS**

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT.

When CONSULTANT creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

**SECTION TWENTY-THREE.  
GOVERNING LAW AND SEVERABILITY**

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

**SECTION TWENTY-FOUR.  
MISCELLANEOUS PROVISIONS**

A. Headings

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the provisions of this Agreement.

B. Authority

The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

C. No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action under this Agreement.

D. No Agency Created

It is not intended by this Agreement to, and nothing contained in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

E. No Personal Liability

No member, official or employee of the CITY shall be personally liable to CONSULTANT, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the CONSULTANT or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of CONSULTANT under this Agreement shall be limited solely to the assets of CONSULTANT and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of CONSULTANT; (ii) the shareholders, members or managers or constituent partners of CONSULTANT; or (iii) officers of CONSULTANT.

#### F. Survival

All representations and warranties of CONSULTANT, CONSULTANT's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of the Agreement.

#### G. Time is of the Essence

Time is of the essence in this Agreement and CONSULTANT agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed on or before February 26, 2021. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

#### H. Further Acts

Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

#### I. Force Majeure

If CONSULTANT or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of "force majeure" include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

#### J. Counterparts

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

**SECTION TWENTY-FIVE.  
ENTIRE AGREEMENT**

This Agreement, including its Exhibit, represents the entire understanding of CITY and CONSULTANT as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

The Parties have executed this Agreement in Arizona the \_\_\_\_\_ day of November 2020 which is the day the last Party approved this Agreement.

**City of San Luis, Arizona**

\_\_\_\_\_  
Tadeo A. De La Hoya, City Manager

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**James Davey and Associates, Inc.**

\_\_\_\_\_  
James Davey, President



Proposal for Engineering Design Services  
 City of San Luis  
 Preparing Master Grading, Water, Sewer and Electrical Master Plans  
 for the City of San Luis East Side Community Park

Prepared by: James Davey and Associates, Inc.

October 5, 2020

Item	Description	Principal Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
<u>Master Plan</u>						
1	Project Management & Meetings	8				
2	Prepare Topographic and Boundary Survey of Park Area	2	12	8		Includes using information available from other Engineering firms and also field survey as needed to complete the survey
3	Prepare Master Grading Plan	12	24			
4	Prepare Master Water System Plan	6	16			
5	Prepare Master Sewer System Plan	6	16			
6	Prepare Master Electrical Plan	2			\$5,200	Electrical Plan subcontracted to JOL Electrical Engineers (see attached proposal.)
7	Prepare Cost Estimates	8				
Total Estimated Hours		44	68	8	\$5,200	
Hourly Rates		\$150	\$90	\$160	x 1.05	
Subtotals		\$6,600	\$6,120	\$1,280	\$5,460	
TOTAL FEE ESTIMATE					\$19,460	



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. E.

**Meeting Date:** 11/10/2020

**Department Head:** Carlos Cortes, Assistant Director of Finance, Finance Department

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

**Action Requested:** Motion  
Resolution

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#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2145. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending the assessment for fiscal year 2020/2021 for the Rio Sereno Enhanced Municipal Services District to reduce the tax imposed from \$60,944.00 to \$11,031.00. **(Monica Castro, Director of Finance)**

#### SUMMARY:

In performing its due diligence, staff reviewed the figures for the Rio Sereno assessment and recommends that City Council approve Resolution No. 2145 for presentation at the Yuma County Supervisor's November 19, 2020 meeting.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2145.**

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** NO  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
No fiscal impact.

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#### Attachments

Resolution No. 2145  
Resolution No. 2144  
Amendment of Assessment Rio Sereno FY 2021  
Map  
Assessment FY 2021

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**No. 2145**

A resolution of the Mayor and City Council of the City of San Luis, Arizona amending the assessment for fiscal year 2020/2021 for the Rio Sereno Enhanced Municipal Services District to reduce the tax imposed from \$60,944.00 to \$11,031.00.

**WHEREAS**, the City Council of the City of San Luis approved the assessment for Rio Sereno Enhanced Municipal Services District, tax authority 3100801 on June 10, 2020;

**WHEREAS**, due to a water meter manufacturer programming error, the assessment was improperly calculated and included amounts that should not have been assessed;

**WHEREAS**, the City Council desires to amend the assessment to reflect the correct amount;

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

**Section 1.** That as part of the adoption of the budget for the City of San Luis, Arizona the assessment for Rio Sereno Enhanced Municipal Services District, tax authority 3100801, for the fiscal year beginning July 1, 2020 and ending June 30, 2021 is hereby amended to order, fix, levy, and assess amounts to be reduced by ad valorem taxes the amount of \$49,913.00 for the purpose of levying the total sum of \$11,031.00.

**Section 2.** This resolution replaces and repeals Resolution No. 2144. In the event of a conflict between the provisions of this resolution and any other resolution or assessment or levy of the City of San Luis, the conflicting provisions are hereby amended, superseded, and replaced and the provisions of this resolution shall govern.

**Section 3.** Staff is hereby directed to deliver and file this resolution amending the assessment for Rio Sereno Enhanced Municipal Services District for fiscal year 2020-2021 with all appropriate offices and authorities in accordance with law and take such actions as may be necessary to ensure that the appropriate ad valorem taxes are collected.

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**PASSED, ADOPTED and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this \_\_\_\_day of November 2020

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**No. 2144**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE ASSESSMENT FOR FISCAL YEAR 2020/2021 FOR THE RIO SERENO ENHANCED MUNICIPAL SERVICES DISTRICT TO REDUCE THE TAX IMPOSED FROM \$60,944.00 TO \$12,276.00.**

**WHEREAS**, the City Council of the City of San Luis approved the assessment for Rio Sereno Enhanced Municipal Services District, tax authority 3100801 on June 10, 2020;

**WHEREAS**, due to a water meter malfunction, the assessment was improperly calculated and included amounts that should not have been assessed;

**WHEREAS**, the City Council desires to amend the assessment to reflect the correct amount;

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

**Section 1.** That as part of the adoption of the budget for the City of San Luis, Arizona the assessment for Rio Sereno Enhanced Municipal Services District, tax authority 3100801, for the fiscal year beginning July 1, 2020 and ending June 30, 2021 is hereby amended to order, fix, levy, and assess amounts to be reduced by ad valorem taxes the amount of \$48,667.97 for the purpose of levying the total sum of \$12,276.00.

**Section 2.** In the event of a conflict between the provisions of this resolution and any other resolution or assessment or levy of the City of San Luis, the conflicting provisions are hereby amended, superseded, and replaced and the provisions of this resolution shall govern.

**Section 3.** Staff is hereby directed to deliver and file this resolution amending the assessment for Rio Sereno Enhanced Municipal Services District for fiscal year 2020-2021 with all appropriate offices and authorities in accordance with law and take such actions as may be necessary to ensure that the appropriate ad valorem taxes are collected.

[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 28<sup>th</sup> day of October 2020

  
Gerardo Sanchez, Mayor

**ATTEST:**

*for*  Deputy City Clerk  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
Kay Marion Macuil, City Attorney

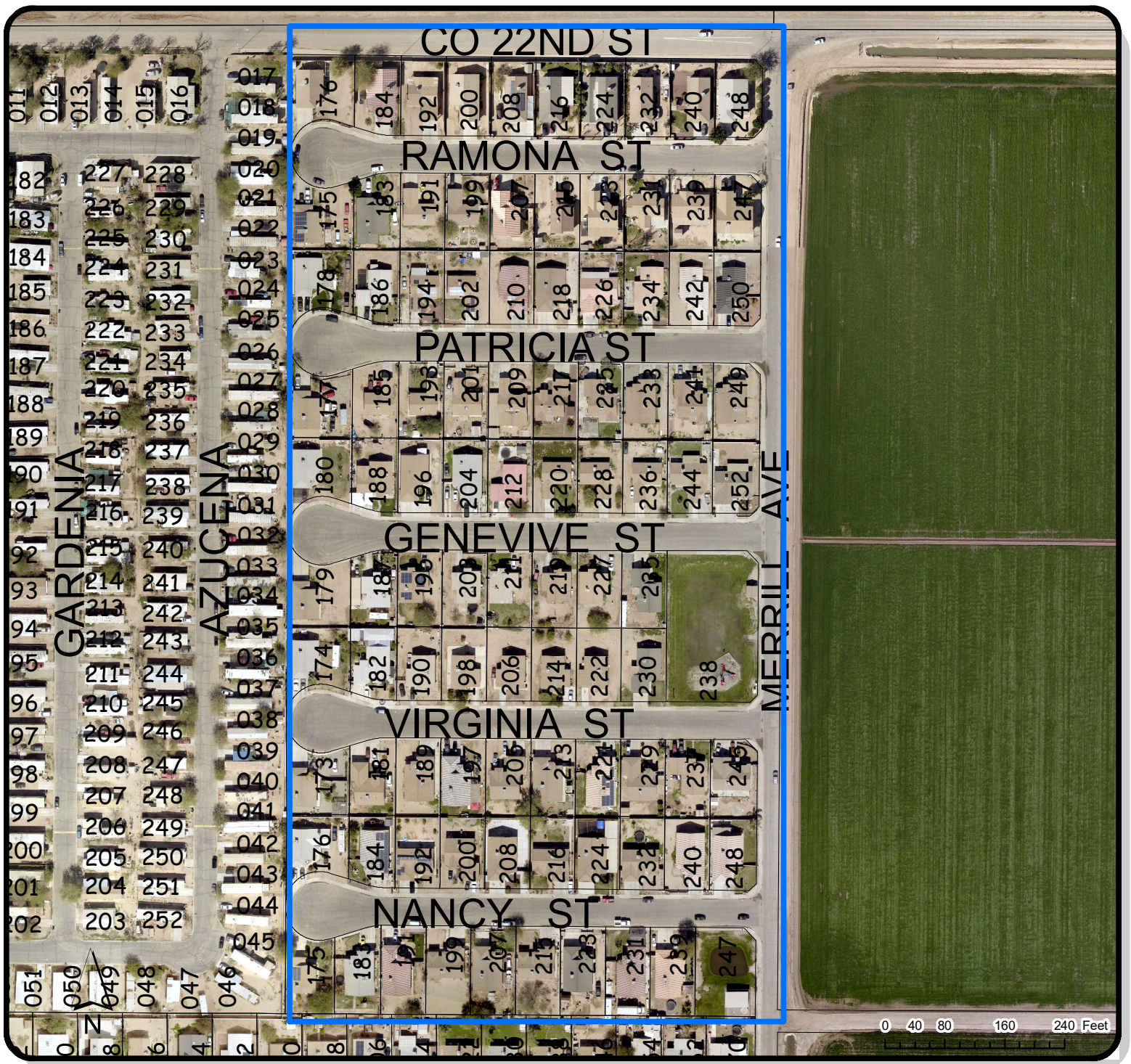
CITY OF SAN LUIS  
 Assesment Comparison  
 Estimate Vs Actual

ASSESSMENT DISTRICT													
No Cta	NAME	ADDRESS	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	DEC	JAN	Feb	Mar	est 3mo	Total
15991-001	Rio Sereno FY 2021 (Assessed)	247 E NANCY ST	6,528	7,858	6,912	6,648	4,382	1,791	2,495	1,461	1,481	13,185.83	52,743
15991-001	Rio Sereno FY 2021 (Revised Assesment)	247 E NANCY ST	234	265	278	269	266	244	217	225	214	645.95	2,859
<b>TOTAL Over Assesment</b>			<b>6,293.94</b>	<b>7,593.16</b>	<b>6,634.25</b>	<b>6,379.24</b>	<b>4,116.08</b>	<b>1,547.74</b>	<b>2,277.93</b>	<b>1,235.77</b>	<b>1,266.46</b>	<b>12,539.88</b>	<b>49,884.43</b>

Total Credit 49,884.43

No Cta	NAME	ADDRESS	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total
15991-001	Rio Sereno FY 2020 (Assessed)	247 E NANCY ST	0.00	237	208	208	208	208	208	208	208	1,690
15991-001	Rio Sereno FY 2020 (Revised Assesment)	247 E NANCY ST	0.00	208	208	208	208	208	208	208	208	1,661
<b>TOTAL Over Assesment</b>			<b>-</b>	<b>29</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>29</b>

Total Credit Oct 2018-Jun 2020 49,913



LOCATION OF SUBJECT PROPERTY

## LOCATION MAP

RIO SERENO IMPROVEMENT DISTRICT

**CASE #**

**DATE:**  
10/28/2020

**PLANNING & ZONING**



**GIS**

**CREATED BY:**  
ISAAC GUTIERREZ

**CHECKED BY:**  
ROMAN PACHECO

**APPROVED BY:**  
JOSE A. GUZMAN

**CITY OF SAN LUIS  
FY 2021 IMPROVEMENT DISTRICT BUDGET SCHEDULE  
ENHANCED MUNICIPAL SERVICES**

<b>DISTRICT NAME</b>	<b>ACRES</b>	<b>Maintenance</b>	<b>Street Lighting</b>	<b>Total Assessment</b>
Bienestar 7A	1.00	\$ 16,505	\$ 2,429	\$ 18,935
Bienestar 7B	1.50	11,311	3,605	\$ 14,916
Las Quintas I - Ph I	1.00	9,516	2,226	\$ 11,742
Las Quintas I - Ph II	1.50	19,332	1,418	\$ 20,750
Las Quintas II	1.90	24,774	1,786	\$ 26,560
Los Portales 4 - Ph 5	0.75	8,335	1,536	\$ 9,871
Rancho los Oros	1.50	18,489	5,966	\$ 24,455
Rio Sereno	0.75	60,944	2,226	\$ 63,170
Los Olivos	1.75	22,073	4,806	\$ 26,879
Bienestar 8A	1.65	21,019	3,442	\$ 24,461
Bienestar 8B	1.65	26,628	5,161	\$ 31,789
Las Brisas	1.00	8,737	2,482	\$ 11,218
Frontera Estates II	1.00	15,844	3,745	\$ 19,589
Bienestar 9A Ph I	3.25	35,880	7,109	\$ 42,989
Bienestar 9A Ph II	1.00	18,342	1,489	\$ 19,831
Bienestar 9B	5.20	56,733	16,496	\$ 73,230
Industrial Park - Magrino	-	-	3,155	\$ 3,155
Industrial Park - Sam Group	-	-	1,057	\$ 1,057
Santa Cecilia I	1.10	24,806	2,905	\$ 27,711
Santa Cecilia II	1.43	21,792	4,341	\$ 26,133
Santa Cecilia III	1.00	17,899	3,716	\$ 21,615
	<b>30</b>	<b>438,960</b>	<b>\$ 81,095</b>	<b>\$ 520,056</b>



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. A.

**Meeting Date:** 11/10/2020

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the designation of a Vice Mayor. (City Council)

#### SUMMARY:

The Mayor and City Council directed staff to place this item on the Agenda for consideration of designating a Vice Mayor.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO DESIGNATE \_\_\_\_\_ AS VICE MAYOR.**

---

#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** No

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A

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

There is no fiscal impact associated with this item.

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## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. B.

**Meeting Date:** 11/10/2020

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the brick walls at various retention basins within the City of San Luis. **(Lizandro Galaviz, Director of Parks & Recreation)**

#### SUMMARY:

Several retention basins around the City of San Luis have damaged brick walls that are in need of maintenance & repairs. Staff has gone out to the various retention basins to evaluate the damaged brick walls and to determine what can be done to repair them. Staff would like to present pictures of the damaged brick walls including a breakdown of repair costs.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO TRANSFER \$55,530 FROM THE COUNCIL CONTINGENCY BUDGET TO THE NON CAPITAL PROJECTS BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021, TO MAINTAIN VARIOUS RETENTION BASIN WALLS AS PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$55,530.00
<b>BUDGETED AMOUNT:</b>	Not Budgeted
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$300,000.00
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	See explanation below
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	
\$55,530.00	
from GL # 100-110-81000 Council Contingencies	
to GL # 100-999-89000 Non-Capital Projects	

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#### Attachments

Retention Basins - Damaged Brick Walls

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Sub-Division Block Wall Repairs

Prioritized List:

1. 1604 E Kennedy Ln	Cost	\$ 9,000
2. 987 Sinoff Ave	Cost	\$ 9,000
3. 1988 E Kennedy Ln	Entire repair cost	\$ 17,730
	Partial Cost	\$ 360
4. 1266 E America and Guerrero	Cost	\$ 15,750
5. 144 E Liberty St	Repair Cost	\$ 4,050
	<b>Total Cost:</b>	<b>\$55,530</b>

1604 E Kennedy Ln 200 Ft. wall fence to be repair

90 Ft Damage in various areas total cost \$9,000





28 FT



72 FT

1988 E Kennedy Ln "Las Fuentes Sub"  
394 Ft. need to repair North side Wall Fence  
Entire Wall repair cost \$17,730  
Partial Area repair cost \$ 360



Damage Areas



987 N SINOFF Ave, East side

200 FT fence need to repair

Cost \$ 9,000



1266 E America and Guerrero 350 FT. need to repair

Entire Wall Damage Cost \$15,750



144 E Liberty St 90 Ft need to repair of Wall fence

Repair cost \$4,050





## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. C.

**Meeting Date:** 11/10/2020

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

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

**Action Requested:** Motion  
Ordinance

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### ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 401. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, for the management of trees in the City of San Luis and practices for the care of the trees and removal when in the health, safety, and welfare interests of the residents; amending the San Luis City Code; repealing any conflicting provision; providing for severability, and providing for penalties. **(Lizandro Galaviz, Director of Parks and Recreation )**

- A. Action on Reading of Ordinance No. 401 by title only  
(City Clerk to read the ordinance by title only)
- B. Action and adoption of Ordinance No. 401

### SUMMARY:

Tree City U.S.A. Program and Ordinance No. 401

City staff is requesting consideration to become a Tree City U.S.A. community. The program creates an opportunity to celebrate the importance of an urban tree canopy and improve the vitality of city trees. Tree City U.S.A.'s program has been greening up cities and towns across America since 1976. The program provides a framework for the city to manage and expand our public trees' inventory.

In order to become a recognized Tree City U.S.A. community, the city must meet certain core standards of sound urban forestry management by maintaining a city department that part of their job maintains a focus on, having a community tree ordinance, spending at least \$2 per capita on urban forestry and celebrating Arbor Day.

Although becoming a Tree City U.S.A. community is a collective city departmental effort, staff is recommending that the Director of Parks and Recreation and associated staff be assigned to lead this effort. The Parks and Recreation Department budget meets the required per capita to grow and maintain the city's urban canopy. The department routinely facilitates the city's large events, and celebrating Arbor Day annually would be easily incorporated into the department's events list.

To create a local tree program will include the development of a strategic plan of counting/recording, designating planting areas, and implementing a tree nursery program in partnership with local agencies. This information will create a foundation to work towards becoming a certified tree city and building environmental awareness in our community.

Approving the Ordinance meets the requirements of the Tree City U.S.A. program, and it will be the first step in implementing the program and seeking funds to help support the program.

Because this item imposes a penalty it requires 6 votes in favor to pass.

**RECOMMENDATION / SUGGESTED MOTION:**

**A. I MOVE TO APPROVE READING OF ORDINANCE NO. 401 BY TITLE ONLY**

(City Clerk to read Ordinance No. 401 by title only)

**B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 401.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** No

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A

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

The Department of Parks and Recreation is currently the Department charged with the maintenance of city trees. This ordinance codifies those responsibilities and there is no additional cost to the Department. However, having this ordinance that spells out the management of the trees may lead to grant revenue for the city.

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**Attachments**

Ordinance No. 401

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# Ordinance

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 401

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, FOR THE MANAGEMENT OF TREES AND PRACTICES FOR THE CARE OF THE TREES AND REMOVAL WHEN IN THE HEALTH, SAFETY AND WELFARE INTERESTS OF THE RESIDENTS; AMENDING THE SAN LUIS CITY CODE; REPEALING ANY CONFLICTING PROVISION; PROVIDING FOR SEVERABILITY; AND IMPOSING A PENALTY.**

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

**Section 1.** The San Luis City Code is amended by adding an article called “City Trees” article to Title IX: General Regulation, Chapter 94: Parks and Recreation. The “City Trees” article consists of the sections as follows:

## **CITY TREES**

**§ 94.30.010** New businesses and subdivisions landscape are being provided in conjunction with the development of the projects in accordance with the landscape chapter of the Zoning Regulations. Any remodeling or development triggers landscape retrofit for commercial properties and must be in accordance with the zoning regulations. The City of San Luis should consider installing or rebuilding landscape as part of street improvement projects in accordance with this chapter.

## **§ 94.30.020 DEFINITIONS.**

As used in this City Trees Article, the following words and phrases have the meanings indicated:

**CITY TREES ARTICLE** – this article of the San Luis City Code.

**DAMAGE** – any injury to or destruction of a tree, including but not limited to:

- uprooting;

- severance of all or part the root system or main trunk;
- storage of material on or compaction of surrounding soil;
- a substantial change in the natural grade above a root system or around a trunk;
- surrounding the tree with impervious paving materials; or
- any trauma to a tree caused by accident or collision.

**DIRECTOR** – references to a director (whether the Director of Parks and Recreation or the Director of Public Works, the Director of Planning and Zoning or the Fire Chief) include the director’s designee or designees.

**GREENWAY** – the area along a public street between the curb and the sidewalk, or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley. The Greenway may or may not have vegetation on it.

**NUISANCE** – any tree, or limb of a tree, that has an infectious disease or insect infestation; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety and welfare.

**PUBLIC PROPERTY** – all grounds and rights-of-way owned or maintained by the city.

**PUBLIC TREE** – any tree or woody vegetation on a city-owned or city-maintained property or rights-of-way.

**TOP** – to cut back limbs to stubs within a tree’s crown to such a degree as to remove the natural canopy and disfigure the tree.

**§ 94.30.030 PURPOSE.**

To enhance the quality of life and the present and future health, safety, and welfare of all residents and visitors, to enhance property values, and to ensure proper planting and care of Public Trees on Public Property, the San Luis City Council delegates the authority and responsibility for managing Public Trees, establishes practices governing the planting and care of Public Trees on Public Property, and makes provision for the emergency removal of trees on private property under certain conditions.

**§ 94.30.040 POWERS, AUTHORITY AND RESPONSIBILITIES**

- A) City’s powers. The city has the power under A.R.S. § 9-240 to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other Public Property, including the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

- B) Authority and responsibility and delegation. The Director of Parks and Recreation and the Director of Public Works share the authority and responsibility for the powers described in the above-subsection (A).
- (1) The Director of Parks and Recreation or said director's designee or designees have primary authority and responsibility where parkland and facility landscaping are involved.
  - (2) The Director of Public Works or said director's designee or designees have primary authority and responsibility where utility lines, rights-of-way and infrastructure are involved.
  - (3) This City Trees Article does not repeal or change the authority and responsibilities of the Director of Planning and Zoning (also referred to as the Zoning Administrator) as described in the Land Usage Title of the San Luis City Code. The Director of Planning and Zoning or said director's designee or designees have responsibilities described under this City Trees Article.
- C) Coordination among city departments. All city departments shall coordinate as necessary with the Director of Parks and Recreation, the Director of Public Works and the Director of Planning and Zoning. All city departments shall provide services as required to ensure compliance with this City Trees Article as it relates to streets, alleys, rights-of-way, drainage, easements and other Public Properties.
- D) Interference. No person shall hinder, prevent, delay, or interfere with the Director of Parks and Recreation or the Director of Public Works or the Director of Planning and Zoning or their staff or agents while engaged in carrying out the execution or enforcement of this article.

#### **§ 94.30.050 TREE PLANTING AND CARE STANDARDS.**

The Director of Parks and Recreation approves all planting of Public Trees.

- (A) Standards. All planting and maintenance of Public Trees should conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (B.M.P.s) published by the International Society of Arboriculture.
- (B) Requirements of franchise utility companies. The maintenance of Public Trees for utility clearance shall conform to all applicable utility industry standards.
- (C) Tree species list. After consulting with the Director of Planning and Zoning for consistency with the city's land-use regulations, the Director of Parks and Recreation shall develop and maintain an official list of desirable tree species for

planting on Public Property in two size classes: Ornamental (20 feet or less at maturity) and Shade (greater than 20 feet at maturity). Only trees from this approved list may be planted on Public Property. Requests to plant a tree species not on the list must be approved in writing by both the Director of Planning and Zoning and the Director of Parks and Recreation.

- (D) Planting distances. After consultation with the Director of Public Works, the Director of Planning and Zoning, and the Fire Chief or their designees, the Director of Parks and Recreation shall develop and maintain an official set of spacing requirements for planting trees on Public Property. No tree may be planted within the visibility triangle of a street intersection or within ten feet (10') of a fire hydrant.
- (E) Planting trees under electric utility lines. Only trees listed as Ornamental trees on the official city tree species list may be planted under or within fifteen lateral feet (15') of any overhead utility wire.
- (F) Protection of Public Trees during construction. Any person, firm, corporation, or city department performing construction near any Public Tree shall employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent Damage.

#### **§ 94.30.060 PROHIBITION AGAINST HARMING PUBLIC TREES.**

- (A) It shall be unlawful for any person, firm or corporation to Damage, remove, or cause the Damage or the removal of a tree on Public Property without written permission from the Director of Parks and Recreation, the Director of Public Works, or the Director of Planning and Zoning. Before granting or denying permission, said directors shall consult with each other.
- (B) It shall be unlawful for any person, firm or corporation to attach any cable, wire or sign or any other object to any Public Tree.
- (C) It shall be unlawful for any person, firm or corporation to Top any Public Tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical, may be exempted from this section as determined by the Director of Parks and Recreation or the Director of Public Works if utility lines, rights-of-way and infrastructure are involved.

#### **§ 94.30.060. ADJACENT OWNER RESPONSIBILITY.**

- (A) The owner of land adjacent to any city street or highway, when acting within this article's provisions, may plant and maintain trees in the adjacent Greenway area. Property owners are responsible for the reasonable and routine maintenance of

trees and other landscaping in the adjacent Greenway area.

- (B) Property owners shall not allow a tree or other plant growing on their property or within the adjacent Greenway to obstruct or interfere with pedestrians or the view of drivers, creating a hazard. If an obstruction persists, the Director of Parks and Recreation or the Director of Public Works or the Director of Planning and Zoning shall notify the property owner to prune or remove the tree or plant. Each director shall provide the other two directors with copies of the notice under this section. If the owner fails to comply with the notice, the city may undertake the necessary work and charge the cost to the property owner.

#### **§ 94.30.080. CERTAIN TREES DECLARED A NUISANCE.**

- A) Any tree, or limb on a tree, on private property determined by the Directors of Parks and Recreation, Public Works and Planning and Zoning
- to have contracted a communicable disease or insect infestation lethal to trees;
  - to be dead or dying;
  - to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or
  - to threaten public health, safety, and welfare

is declared a Nuisance. The city may require treatment or removal of any trees that fit this section's description of a declared Nuisance.

- B) Private property owners have the duty, at their own expense, to remove or treat Nuisance trees on their property. The city may remove such trees at the owner's expense if the owner does not comply with treatment or removal or both, as specified by the Director of Planning and Zoning within the written notification period.

**Section 2.** The San Luis City Code is amended by adding an article called "Penalties" to Title IX: General Regulation, Chapter 94: Parks and Recreation. The "Penalty" article consists of one section, Section 94.99, titled "Penalty." Section 94.99 is amended by adding subsection "D" as follows:

### **PENALTIES**

#### **§ 94.99 PENALTY.**

- (C) City Trees. Any person, firm or corporation violating § 94.30.010 through § 94.30.070 shall be subject to the misdemeanor penalty provisions of § 10.99 for each offense.

**Section 3.** The San Luis City Code is amended by adding an article called “Hazardous Trees” to Title IX: General Regulation, Chapter 91: Nuisances. The “Hazardous Trees” article consists of one section, Section 91.71, as follows.

### **HAZARDOUS TREES**

**§91.71** Certain trees are declared nuisances as nuisance is defined under § 94.30.010. Such trees are regulated under § 94.30.070 and penalized under § 94.99(D).

**Section 4.** With the exception that it is intended that this ordinance shall harmonize with any ordinance or regulation under Title XV: Land Usage of the San Luis City Code regarding Public Trees as defined by this ordinance; in the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are repealed, superseded, and replaced. The provisions of this article shall govern.

**Section 5.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this article.

**PASSED, ADOPTED and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_ day of November 2020.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. D.

**Meeting Date:** 11/10/2020

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Motion

---

### ITEM:

Discussion and possible action on any and all matters regarding the appointment of one (1) City of San Luis resident to serve on the City of San Luis Planning and Zoning Commission. **(Jose A. Guzman, Director of Planning and Zoning)**

### SUMMARY:

Daniel Bazua submitted a letter to staff resigning from the Planning and Zoning Commission. His term expires on January 31, 2023.

Currently, six (6) Commission Members are serving on the City of San Luis Planning and Zoning Commission: Marco A. Pinzon, Javier Barraza, Hugo Garcia, Guillermina Fuentes, Veronica Zavala, and Case Van Veen. The commission is to be composed of seven (7) members. It is important that the Planning and Zoning Commission have a full appointment of seven (7) members as development continues to grow in San Luis.

As established in Section 152.026(D) and 152.026(E) of the City Code:

*(D) Membership. The Commission shall consist of seven members, all residents of the city, who shall be appointed by, and serve at the pleasure of, the City Council.*

*(E) Term of office. The term of office of the members of the Commission shall be four years, with the terms of members so staggered that the terms of no more than three members shall expire on January 31 in any one year. The incumbent Commissioner shall continue to serve after their term of office has expired, until a successor has been appointed. In the event of a death, resignation, or removal from the Commission, a resident appointment by the City Council shall fill the vacancy, for the un-expired term.*

We have received the following applications:

- George Amaya
- Edrel Silva

Both applications are attached for your review.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPOINT \_\_\_\_\_ AS PLANNING AND ZONING COMMISSIONER, TO FILL THE VACANCY CREATED BY DANIEL BAZUA, WHICH TERM EXPIRES JANUARY 31, 2023.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
N/A

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**Attachments**

George Amaya- Application  
Edrel Silva- Application

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**City of San Luis  
Board and Commission  
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: George Amaya Date: 9/9/2020

Residence Address: 1006 Bienestar LN Home Phone: \_\_\_\_\_

Mailing Address: PO Box 3885 Alternatate Phone: (928) 488-1583

The City of San Luis requires all board and commission members to be residents of the City of San Luis.

Do you live with in the corporate limits of the City of San Luis?  Yes  No

Years Resided in San Luis 25 Years Resided in Arizona 35

List three Boards and/or Commissions you are interested in serving on:

Planning and Zoning

1) Commission 2) \_\_\_\_\_ 3) \_\_\_\_\_

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

Learning opportunity, voice in decision making, and to serve the community

I was raised in.

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

Weekly: 5 hrs

Monthly: 20 hrs

Quarterly: 60 hrs

**\*BOARD AND COMMISSION APPLICATION\***

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

<b>Education:</b>	<b>Score</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	Low		High			

<b>School</b> University of Arizona	<b>Degree</b> Bachelor of Science-Public Health	<b>Year</b> Graduation: Fall 2009
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>Work Experience:</b>
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<b>Company</b> Yuma County-Department of Development Services	<b>Position</b> Registered Sanitarian Supervisor	<b>Dates</b> 2010-Current
_____	_____	_____
_____	_____	_____

<b>Civic Involvements:</b>
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<b>Organization</b> Arizona Sanitarians' Council	<b>Position</b> Council Member	<b>Dates</b> January 2015-2017
_____	_____	_____
_____	_____	_____
_____	_____	_____

<b>Additional Qualifications:</b>
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Arizona Registered Sanitarian  
National Environmental Health Association-Registered Environmental Health Specialist

<b>TOTAL SCORE</b> _____
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Personal References, including addresses and phone numbers:

- 1) Manuel Rojas-1655 N Iran Ave, San Luis, AZ 85349, (928) 315-5649
- 2) Richard Stacks, 2529 W 20TH PL, Yuma, AZ 85364 (928) 941-2373
- 3) \_\_\_\_\_

Applicant Signature

Date 9/09/2020

**\*\*Applications will remain on file in the Office of the Mayor and Council for one year from the above date\*\***

**Notice:** In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under **Committees and Commissions** states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.



**City of San Luis  
Board and Commission  
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

R.P. 10-20-20  
DEVELOPMENT SERVICES  
CITY OF SAN LUIS

Name: Edvel Silva Date: 19 Oct 2020  
Residence Address: 319 E street Home Phone: \_\_\_\_\_  
Mailing Address: P.O Box 3801 Alternatate Phone: 907 854 4152

The City of San Luis requires all board and commission members to be residents of the City of San Luis.  
Do you live with in the corporate limits of the City of San Luis?  Yes  No  
Years Resided in San Luis 1 Years Resided in Arizona 2

List three Boards and/or Commissions you are interested in serving on:

1) Planning and Zoning 2) Available Openings 3) \_\_\_\_\_

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

Community Support, Feedback, and Networking  
\_\_\_\_\_  
\_\_\_\_\_

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

Self-employed - time adjustable as needed  
\_\_\_\_\_  
\_\_\_\_\_

**\*BOARD AND COMMISSION APPLICATION\***

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

<b>Education:</b>	<b>Score</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	Low		High			

School	Degree	Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Work Experience:**

Company	Position	Dates
EDS Custom Contngs	Owner	May 2020 - current
U.S Army	Operations NCO	Oct 2008 - Oct 2019
_____	_____	_____

**Civic Involvements:**

Organization	Position	Dates
Boys Orphanage - Djibouti	USA SOC	Jan 2014 - May 2014
SLHS Volunteer Coach	Wrestling Asst Coach	Nov 2020
_____	_____	_____

**Additional Qualifications:**

HAZMAT Technician  
 Forensic Lab Experience  
 Spanish Bilingual  
 CD2 class A

TOTAL SCORE \_\_\_\_\_

Personal References, including addresses and phone numbers:

1) Gloria Torres	728	941	4887
2) Daniel Favela	928	750	3529
3) Sabari Turner	327	543	5052

Applicant Signature: \_\_\_\_\_ Date: 19 Oct 2020

**\*\*Applications will remain on file in the Office of the Mayor and Council for one year from the above date\*\***

**Notice:** In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.

<p><b>Regional Risk Manager, Nexus Services, INC</b>  <b>Nexus Services is a trailblazing company offering legal support, immigration bond securitization, advocacy, and charitable services for detainees, with a special focus on the Immigrant population.</b></p> <ul style="list-style-type: none"> <li>• Responsible for the Loss and Prevention reports concerning clients who need attention and/or home visits.</li> <li>• Sets schedules for travel and plans intra-state routes for client program compliance and scheduled Immigration appearances. Manages Loss prevention forms, GPS removal requests, GPS Swap requests, coordinating for appointments, and emergency tasks, as required. Input individual case date using Company devices and programs.</li> <li>• Works with the Director of Risk Management and the Breach Manager to plan and oversee client home visits. Available to travel frequently, as required, to fulfill the obligations and responsibilities of the position with short notice.</li> <li>• Ability to make sound decisions according to law, company policies and regulations, while managing humanitarian needs with diverse population groups.</li> </ul>	<p>Jan 2020-Current</p>
<p><b>U.S. Army</b>  <b>Technical and Information Support Company, 10th Special Forces Group</b></p> <ul style="list-style-type: none"> <li>• Operations NCO for a Special Forces Company consisting of over 120 personnel. Responsible for tracking all administrative training; processing of all awards, evaluation reports, advanced schooling, and training resources; Advises Senior Leadership on company Operational requirements.</li> <li>• Served as the Sexual Harassment and Assault Response Program (SHARP) and Equal Opportunity (EO) Representative. Facilitated numerous forums focused on improving the military culture.</li> </ul> <p><b>82nd Chemical Reconnaissance Detachment (CRD), 10th Special Forces Group</b></p> <ul style="list-style-type: none"> <li>• Provide tactical and technical knowledge in all matters pertaining to Toxic Industrial Chemicals and Materials; Exploitation and analysis support that encompasses latent print processing, chemistry analysis, and document and media exploitation</li> <li>• Served as Deputy Director for the Joint Theater Forensics Analysis Center; processed over 80 cases consisting of explosive samples, latent finger prints, exploitation of electronic devices, biometric collection and enrollment. Trained Partner-Nation Special Operations soldiers and Law enforcement agencies on evidence collection, detainee handling, and laboratory exploitation procedures.</li> </ul> <p><b>Crane Operator (Class A CDL), Rusin Concrete Construction</b></p> <ul style="list-style-type: none"> <li>• Operates a 32-36 Ton capacity Boom Crane to load and unload concrete foundation crates weighing over 1,000 Lbs each. Secure load for transport, set foundation crates according to home builder's architectural design. Maintains inventory and maintenance reports of equipment using Company programs.</li> </ul>	<p>OCT 2008-OCT 2019</p> <p>OCT 2019</p> <p>JUL 2018-</p>
<p><b>Education</b></p> <ul style="list-style-type: none"> <li>• Non-Commissioned Officer Advanced Leaders Course, 97.6% GPA/ Honor Graduate</li> <li>• John F. Kennedy Special Warfare Center and School             <ul style="list-style-type: none"> <li>○ Exploitation Analysis Center</li> </ul> </li> </ul>	

- Technical Exploitation
- SOF Sensitive Site Exploitation Operator Course
- Technical Escort (Hazardous Materials)
  - Awareness/Operations/Technician Certifications
  - Permit Required Confined Space Operations

**Skills**

- Sexual Assault Response Coordinator
- Equal Opportunity Leaders Course
- Applied Suicide Intervention Skills Training
- FEMA Certificates of Completion- Incident Command System
- Microsoft Office programs knowledge
- Spanish/English Fluent Bilingual. French Beginner level

**Activities**

- Volunteered in excess of 120 Hours to the Boys Orphanage in Djibouti; helped strengthen the political ties between U.S and Djiboutian people.
- Owner-Operator for Silva-Garcia Construction and Remodeling, LLC. Maintained all Colorado State requirements as a licensed business for 1 year as a community resource while transitioning from the Military Service.



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. E.

**Meeting Date:** 11/10/2020

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Motion  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2146. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Las Quintas de San Luis 3 Development Agreement between the City of San Luis, Arizona, and Riedel Holdings, L.L.C., and repealing Resolution No. 2058. **(Jose A. Guzman, Director of Planning and Zoning)**

### SUMMARY:

The Development Agreement between the City of San Luis, Arizona and Riedel Holdings, LLC, pertains to Rezoning Case No. 2018-0321 - Las Quintas de San Luis 3.

A request by Edais Engineering, Inc., on behalf of Nieves Riedel, Riedel Holdings, L.L.C., owner, to rezone 10.52 acres from Medium Density Residential (R1-12) to Low Density Residential (R1-20). The area to be rezoned is Assessor Parcel ID No. 211-31-012 located at Quintero Avenue and County 22nd Street, San Luis, Arizona. The reason for this rezoning request is for the proposed subdivision to be called Las Quintas de San Luis 3.

The Planning and Zoning Commission recommended approval to rezone said parcels with the condition set for in a Development Agreement with the City of San Luis. A Development Agreement has been proposed and the Draft is attached to this report. The terms and conditions of the Agreement include the following commitments:

- A traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.
- Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.
- Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide 54-foot right-of-way for Quintero Avenue as shown in attachment A.
- Owner agrees to provide curb, gutter and sidewalk on the north side of County 22nd Street between Las Quintas De San Luis 3 subdivision and 10th Avenue.
- Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development including development of lots and the building of houses or other buildings.
- Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to ARS § 48-572.
- Owner agrees to assure ownership of necessary right-of-way for improvements.
- Owner agrees to submit complete full-set of plans at the time of the preliminary plat application.

Said plans to include plans for landscaping to comply with § 152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the city an amount equal to said estimate. Said monies to be used by city to provide future landscaping to city rights of way or other public property in or near the property.

- Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.

The resolution is written so that it only becomes effective upon passage of the rezoning. Staff recommends approval of Resolution No. 2146.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE RESOLUTION NO. 2146**

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**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	
N/A	

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**Attachments**

Resolution No. 2146  
Development Agreement

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 2146

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, L.L.C. AND REPEALING RESOLUTION NO. 2058.**

**WHEREAS**, on October 10, 2018, the City of San Luis passed Resolution No. 2058 approving a development agreement with Riedel Holdings, L.L.C. the for Las Quintas de San Luis 3 subdivision project to be located in San Luis, Arizona; and

**WHEREAS**, two years later on October 13, 2020, the City of San Luis Planning Commission recommended approval of a zone change from R1-6 to R1-20 triggering a need for a new Development Agreement; and

**WHEREAS**, the City of San Luis and Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desire to enter into a new development agreement for Las Quintas de San Luis 3 subdivision project; and

**WHEREAS**, Edais Engineering, Inc. is agent for the Owner; and

**WHEREAS**, A.R.S. § 9-500.05 grants power to a municipality to enter into development agreements; and

**WHEREAS**, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

**WHEREAS**, A.R.S. § 9-462.01 grants power to a municipality to impose conditions upon a change of zoning;

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

**SECTION 1.** That Resolution No. 2058 is hereby repealed;

**SECTION 2.** That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A," is hereby approved contingent upon rezoning to R1-20 passing;

**SECTION 3.** That the development agreement proposed by city staff is a condition upon rezoning to R1-20 if the rezoning passes.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

## LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT

### Rezoning Case Number 2020-0474

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of this \_\_\_\_ day of November 2020 (“**Effective Date**”) by and between the City of San Luis, an Arizona municipal corporation (the “**City**”), and Nieves Riedel, Riedel Holdings, L.L.C. a limited liability corporation organized under the laws of Arizona, (the “**Owner**”). The City and the Owner may be referred to singularly as the “**Party**” and collectively as the “**Parties.**”

### RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real Property that is located in the City; and

B. WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, owns approximately 10.52 acres located in the municipal limits of the City (the “**Property**”) real Property located north of County 22 Street and east of the East Main Canal is more specifically described herein; and

C. WHEREAS, the Owner has requested rezoning of the Property from Medium Density Residential (R-12) to Medium Density Residential (R1-20); and

D. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2146.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

#### DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

Agreement shall mean this development agreement.

City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping, and other improvements of any

type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be, pursuant to the terms of the Agreement.

Owner shall mean and refer to Nieves Riedel, Riedel Holdings, L.L.C., and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

## **ARTICLE 1. DEVELOPMENT PLAN**

1.1.Duration of Development Agreement. The term of this Agreement shall be for a period of ten (10) years from date of execution.

1.2.Failure of Timely Performance. In the event that either Party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by Agreement of the Parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the non-breaching Party shall have their respective remedies set forth in Section 5.3 of this Agreement.

1.3.Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials (“**Submitted Materials**”) submitted by the Owner to the City hereunder or under any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible.

## **ARTICLE 2. SPECIAL PROVISIONS FOR INFRASTRUCTURE**

2.1 The Owner shall have a traffic study conducted at the Owner’s expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with the City’s Ordinance No. 390.

2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.

2.3 Owner agrees to provide a 10” water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.

2.4 Owner agrees to provide curb, gutter, and sidewalk on the north side of County 22<sup>nd</sup> Street between Las Quintas De San Luis 3 subdivision and 10<sup>th</sup> Avenue.

2.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective

future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

2.6 Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S. § 48-572.

2.7 Owner agrees to obtain ownership of necessary right-of-way for improvements.

2.8 Owner agrees to submit complete full-set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with § 152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the City an amount equal to said estimate. Said monies to be used by City to provide future landscaping to city rights of way or other public Property in or near the Property.

2.9 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.

2.10 The terms of this Agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

### **ARTICLE 3. INDEMNIFICATION**

3.1. Owner agrees to defend, indemnify, and hold harmless City, its officers, officials, and employees ("**Indemnified Group**") from and against claims, damages, losses, and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, financial fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

3.2. If any claim, action, or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Owner shall pay the reasonable costs and expenses thereof.

3.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith, and Owner shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

3.4. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

#### **ARTICLE 4. SUB AGREEMENTS**

4.1. Subordinate Development Agreements. The City and Owner hereby acknowledge that the development of the Property may be accomplished by Owner through a series of sales, leases, joint ventures, and/or other agreements and arrangements with experienced developers, investors, and/or owners of real Property. In connection therewith, it is anticipated and contemplated by the parties that such developers, investors, or owners may desire to negotiate and enter into separate and subordinate development agreements with the City and/or Owner with respect to infrastructure improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between such developers, investors and owners and the City and/or Owner, all to be set forth in the Amended Agreement. The Parties hereby agree that any and all development agreements entered into with any such developer, investor, or Owner of any parcels of the Property shall be subordinate in all respects to the terms and conditions of this Agreement and the Amended Agreement, and, in the event of any conflict or discrepancy between the provisions of any such development agreement and the terms and conditions of this Agreement or the Amended Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

#### **ARTICLE 5. MEDIATION AND DEFAULT**

5.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "**City Representative**") shall be the City Manager, and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "**Developer Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

5.2. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium

on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

5.3.Default. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature 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 and the right to perform the obligation(s) of which the defaulting Party is in default and to immediately seek reimbursement from the defaulting Party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting Party for the purpose of curing the default to the date such sums are paid in full.

## **ARTICLE 6. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

6.1.Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511(A).

6.2.No Personal Liability. No member, official or employee of the City shall be personally liable to Owner, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Owner or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

## **ARTICLE 7. MISCELLANEOUS PROVISIONS**

7.1.Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City:                   City Manager  
  City of San Luis

P.O. Box 1170  
1090 E. Union Street  
San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.  
P.O. Box 1649  
1950 Cesar Chavez Blvd, Suite G  
San Luis, Arizona 85349

or to such other addresses as either Party may, from time to time, designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

7.2.Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

7.3.Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

7.4.Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.5.Entire Agreement. This Agreement, including the following exhibits, constitutes the entire Agreement between the Parties. This provision applies only to the entirety of Agreement Number 1 only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit 1      Legal Description of Property

Exhibit 2      Conceptual Plan

7.6.Amendment of the Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Property, only with the mutual written consent

of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

7.7. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

7.8. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the Parties hereby waive any right to object to such venue.

7.9. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

7.10. Attorneys' Fees and Costs. If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.

7.11. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

7.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity, not a party hereto shall have any right or cause of action hereunder.

7.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

7.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.

7.15. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.

3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

7.16. Boycott. Owner certifies, to the extent permitted by law, that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**City of San Luis, Arizona**

\_\_\_\_\_  
Gerardo Sanchez, Mayor

ATTEST:

\_\_\_\_\_  
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**Riedel Holdings, L.L.C.**

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

STATE OF ARIZONA        )  
  ) ss.  
County of Yuma            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ on behalf of Riedel Holding, L.L.C.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# **Exhibit 1**

**Legal Description of Property**

**Development Agreement Las Quintas de San Luis 3**

Assessor Parcel ID no. 211-31-012

*LEGAL DESCRIPTION:*

PARCEL B OF THE BORDER RANCHES LOT SPLIT NO. 2 AS RECORDED IN  
BOOK 27 OF PLATS, PAGE 66, RECORDS OF YUMA COUNTY, ARIZONA

# **Exhibit 2**

**Conceptual Plan**

**Development Agreement Las Quintas de San Luis 3**

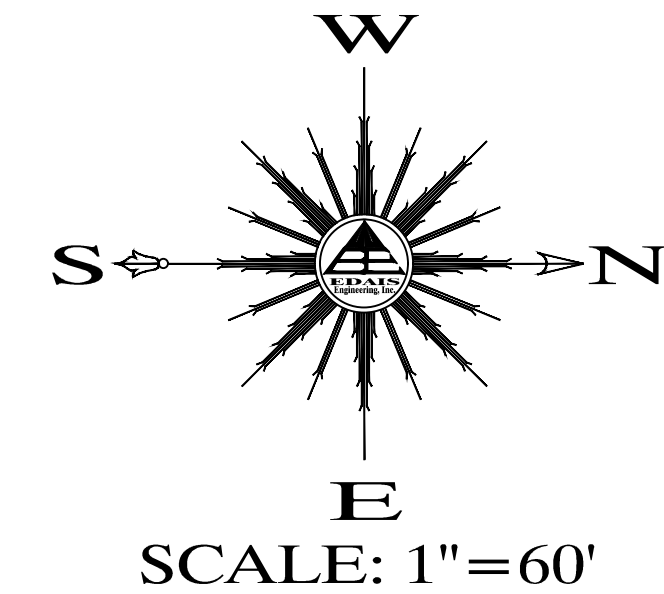
Exhibit 2

# LAS QUINTAS DE SAN LUIS 3 SUBDIVISION

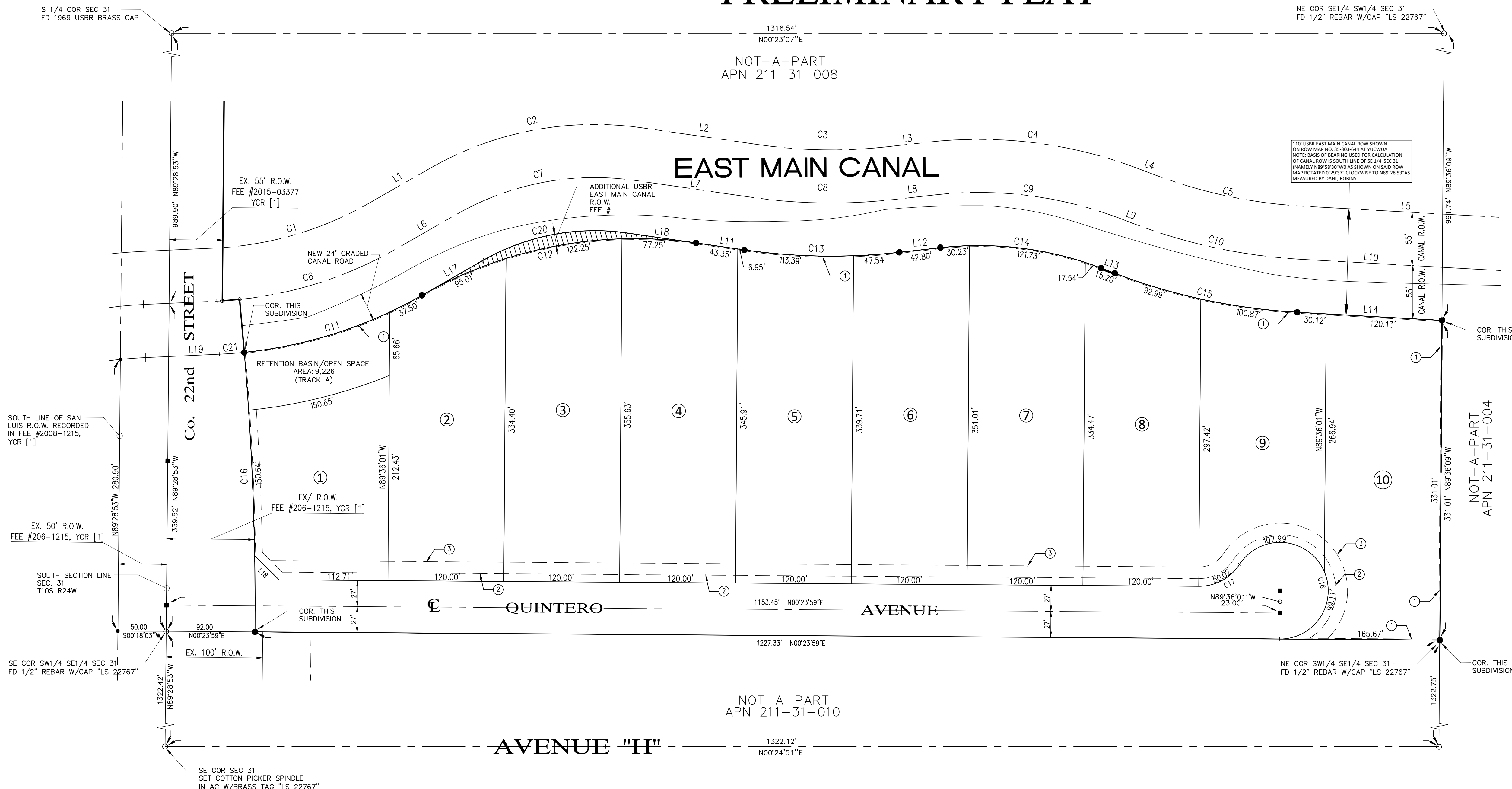
A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST MAIN CANAL AND BEING PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC

## PRELIMINARY PLAT



BOOK \_\_\_\_\_ OF PLATS,  
PAGE \_\_\_\_\_



### KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' UTILITY & CATV EASEMENT
- ③ NEW 20' FRONT YARD SETBACK LINE.

### LEGEND

- |           |          |
|-----------|----------|
| TRACT "A" | 9,226 SF |
|-----------|----------|
- ### LEGEND
- CENTERLINE
  - BOUNDARY LINE
  - RIGHT OF WAY LINE
  - EXISTING LOTS
  - NEW PROPERTY LINE
  - FOUND MONUMENT (TYPE AS SHOWN)
  - NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
  - NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
  - ( [ ] ) DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R.O., YUMA COUNTY, ARIZONA.
  - B.C. INDICATES BRASS CAP
  - H.H. INDICATE HAND HOLE
  - ① NEW LOT NUMBER
  - APN ASSESSOR PARCEL NUMBER
  - Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

### LOT AREAS

Parcel #	Area
1	26528.98
2	37020.15
3	41743.41
4	42323.72
5	40908.84
6	41428.23
7	41549.76
8	37719.66
9	33804.18
10	40345.91

### LINE DATA

Line #	Length	Direction	Line #	Length	Direction
L1	73.00	N29° 46' 38.26"W	L11	50.30	N08° 13' 21.74"E
L2	123.00	N08° 13' 21.74"E	L12	42.80	N06° 26' 38.26"W
L3	42.80	N06° 26' 38.26"W	L13	15.20	N20° 53' 21.74"E
L4	15.20	N20° 53' 21.74"E	L14	150.25	N03° 13' 21.74"E
L5	214.40	N03° 13' 21.74"E	L15	32.56	S45° 31' 03"W
L6	73.00	N29° 46' 38.26"W	L16	29.20	N44° 28' 57"W
L7	123.00	N08° 13' 21.74"E	L17	73.00	N29° 46' 38"W
L8	42.80	N06° 26' 38.26"W	L18	35.70	S44° 40' 8"W
L9	15.20	N20° 53' 21.74"E	L19	52.51	N02° 36' 38"W
L10	147.533	N03° 13' 21.74"E			

### CURB DATA

Curve #	Length	Radius	Delta	Tangent	Curve #	Length	Radius	Delta	Tangent
C1	168.465	355.300	27°16'67"	85.847	C10	176.896	573.700	17°66'67"	89.155
C2	227.420	342.900	38°00'00"	118.070	C11	194.717	465.300	27°97'69"	98.804
C3	132.778	518.700	14°66'67"	66.754	C12	294.505	444.050	38°00'00"	152.899
C4	221.974	465.300	27°33'33"	113.141	C13	160.936	628.700	14°66'67"	80.910
C5	159.937	518.700	17°66'67"	80.608	C14	169.498	355.300	27°33'33"	86.394
C6	194.543	410.300	27°16'67"	99.136	C15	193.854	628.700	17°66'67"	97.702
C7	190.943	287.900	38°00'00"	99.132	C16	289.60	3050.000	05°26'25"	144.950
C8	146.857	573.700	14°66'67"	73.832	C17	50.02	50.000	57°18'59"	27.327
C9	195.736	410.300	27°33'33"	99.768	C18	207.10	50.000	237°18'59"	91.485

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, CAUSED A PORTION OF THE SW¼ OF THE SW¼ OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, G&S,R,B&M, YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LAS QUINTAS DE SAN LUIS 3 SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LAS QUINTAS DE SAN LUIS 3 SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE PUBLIC FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. TRACT "A" IS DEDICATED TO THE PUBLIC FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

BY: \_\_\_\_\_  
NIEVES GARCIA RIEDEL, MEMBER  
RIEDEL HOLDINGS, L.L.C.

### ACKNOWLEDGMENT

STATE OF ARIZONA )  
) SS  
COUNTY OF YUMA )

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

### APPROVED

STATE OF ARIZONA )  
) SS  
CITY OF SAN LUIS )

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
CITY PLANNING & ZONING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
CITY PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

### SUBDIVIDER/OWNER

**RIEDEL HOLDINGS, L.L.C.**  
P.O. BOX 1649  
SAN LUIS, ARIZONA 85349

### BASIS OF BEARING

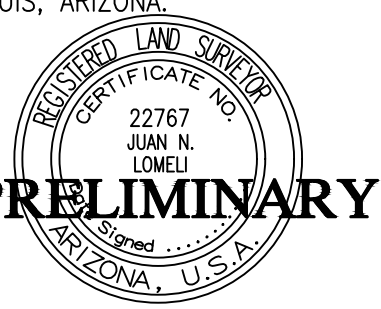
THE SOUTH LINE OF THE SW¼ OF SECTION 6, T11S, R24W, NAMELY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 86-88, YCR

### RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

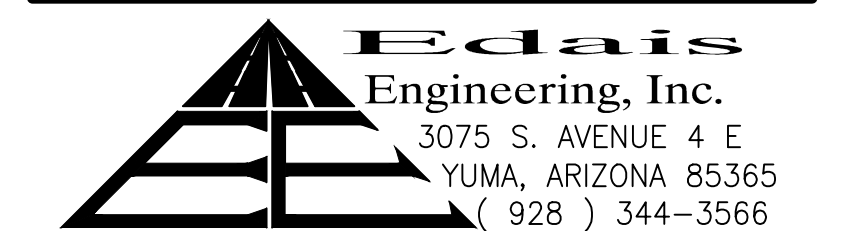
### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING APRIL OF 2020, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.



JUAN N. LOMEI R.L.S. 22767

### PREPARED BY:





## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. F.

**Meeting Date:** 11/10/2020

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Motion  
Ordinance  
Public Hearing

---

### ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0474 and Ordinance No. 402. 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 10.52 acres from Medium Density Residential (R1-12) to Low Density Residential (R1-20) for property located north of County 22nd Street and east of the East Main Canal; repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**

- A. Open public hearing
  - 1. Staff presentation
  - 2. Call to the Public on this item
- B. Close public hearing
- C. Approval of Reading of Ordinance No. 402 by title only  
(City Clerk to read the ordinance by title only)
- D. Action on Ordinance No. 402

### SUMMARY:

The subject property is Assessor Parcel ID No. 211-31-012 and is located east of the East Main Canal and north of County 22nd Street. The areas to the west, east and north are zoned as Rural Area Residential (RA-10) and are undeveloped and only the property to the west is being used for agricultural purposes. The area to the south is zoned as Medium Density Residential (R1-6) and is where the new residential subdivision Las Quintas de San Luis 2 is located.

### GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to the designation (Chapter 2, Page 19-20). The Neighborhood Land Use designation allows all types of residential development.

### AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (7 letters).

The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

### **CITIZEN REVIEW MEETING:**

As required by State Statute (A.R.S. § 9-462.03) and City of San Luis Zoning Ordinance (City Code § 152.040(C)), a Citizen Review meeting was held at City Hall on September 1, 2020, at 6:00 p.m., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was sent to the adjacent neighbors, and they were able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the project, ask questions and express any comments. There were no people from the public connected to the teleconference neither did the city receive any comments or questions prior to the meeting.

### **PLANNING AND ZONING COMMISSION:**

This item was presented to the Planning and Zoning Commission on their regular meeting of October 13, 2020. The Commission recommended approval of this item with the conditions as presented by staff. Staff presented the item with the conditions as set for in Resolution No. 2058 Development Agreement or any amendment thereof.

### **ANALYSIS:**

A development agreement for this project has been created and will be presented to City Council prior to this item (Resolution No. 2146). Some conditions that are part of the agreement are the following:

- A traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.
- Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Las Quintas 3 Subdivision is 0.2104 acres.
- Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue as shown in attachment A.
- Owner agrees to provide curb, gutter and sidewalk on the north side of County 22nd Street between Las Quintas De San Luis 3 subdivision and 10th Avenue.
- Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development including development of lots and the building of houses or other buildings.
- Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to ARS § 48-572.
- Owner agrees to assure ownership of necessary right-of-way for improvements.
- Owner agrees to submit complete full-set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with § 152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the city an amount equal to said estimate. Said monies to be used by city to provide future landscaping to city rights of way or other public property in or near the property.
- Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.

Staff recommends approval of Ordinance No. 402 if Resolution No. 2146 - Development Agreement is approved.

### **RECOMMENDATION / SUGGESTED MOTION:**

#### **A. I MOVE TO OPEN THE PUBLIC HEARING**

- 1. Staff presentation**
- 2. Call to the public on this item**

#### **B. I MOVE TO CLOSE THE PUBLIC HEARING**

#### **C. I MOVE TO APPROVE READING OF ORDINANCE NO. 402 BY TITLE ONLY**

**(City Clerk to read the ordinance by title only)**

**D. I MOVE TO APPROVE THE REZONING CONDITIONED UPON THE TERMS OF THE DEVELOPMENT AGREEMENT APPROVED BY RESOLUTION NO. 2146 AND TO APPROVE ORDINANCE NO. 402.**

---

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
N/A

---

**Attachments**

Ordinance No. 402  
Location Map  
Aerial Picture  
Conceptual Plan

---



# *Ordinance*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 402

**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 10.52 ACRES FROM MEDIUM DENSITY RESIDENTIAL R1-12 TO LOW DENSITY RESIDENTIAL R1-20 FOR PROPERTY LOCATED NORTH OF COUNTY 22<sup>ND</sup> STREET AND EAST OF THE EAST MAIN CANAL; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the “Zoning Map”) pursuant to A.R.S. §9-462.04 to change the zoning classification for 10 acres of real property located on Assessor Parcel ID No. 211-31-012; as attached hereto as “Exhibit A” and

**WHEREAS**, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

**WHEREAS**, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis recommending approval of the change in zoning classification with conditions; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the zoning conditioned upon conditions of a development agreement between the applicant and the City; and

**WHEREAS**, the City of San Luis staff created a proposed development agreement and the applicant agreed to all conditions; and

**WHEREAS**, A.R.S. § 9-462.01 grants power to a municipality to impose conditions upon a change of zoning; and

**WHEREAS**, the development of the property is the subject of a development agreement approved by the Mayor and City Council of the City of San Luis pursuant to Resolution No. 2146 as passed and adopted on November 10, 2020.

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

**SECTION 1.** That the above recitals are hereby incorporated as though fully set forth herein.

**SECTION 2.** That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification of the property subject to the condition set for in the development agreement as approved in Resolution No. 2146 and hereby incorporated by reference. Property more fully described as:

PARCEL B OF THE BORDER RANCHES LOT SPLIT NO. 2 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, RECORDS OF YUMA COUNTY, ARIZONA

**SECTION 3.** In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

**PASSED AND ADOPTED** by the Mayor and Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Gerardo Sanchez, Mayor

**ATTEST:**

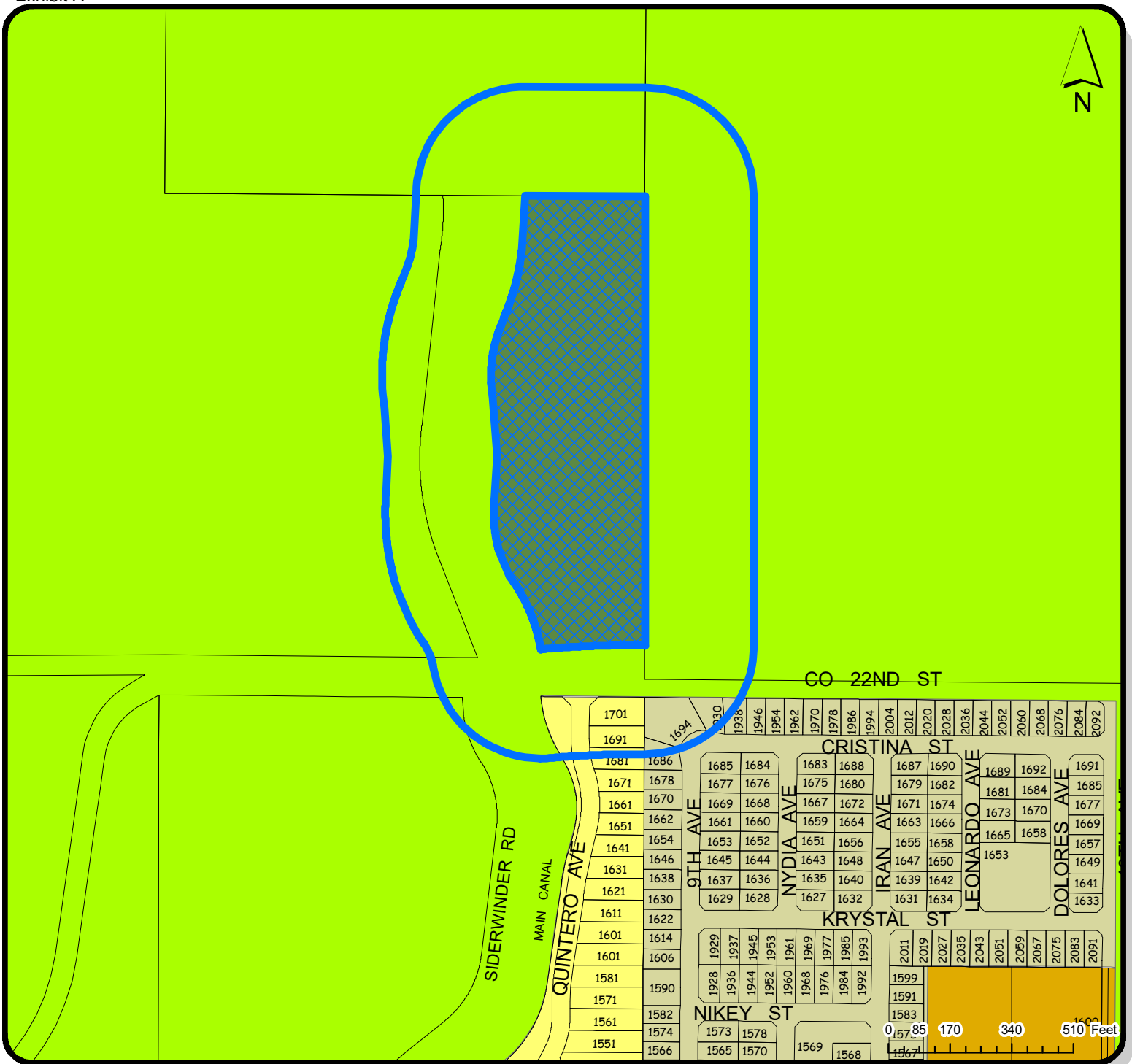
**APPROVED AS TO FORM:**

---

Sonia Cornelio, City Clerk

---


Kay Marion Macuil, City Attorney



## LOCATION MAP

## REZONING

### LOCATION OF SUBJECT PROPERTY

 PID:211-31-012

 300ft Notification Area

### Zoning

- MULTIPLE RESIDENCE ZONING DISTRICTS**
-  R-2
  -  R-3
- SINGLE RESIDENCE ZONING DISTRICTS**
-  R1-8
  -  RA-10

### CASE #

**2020-0474**

 R1-12 TO  R1-20

### DATE:

8/6/2020

### PLANNING & ZONING



GIS

### CREATED BY:

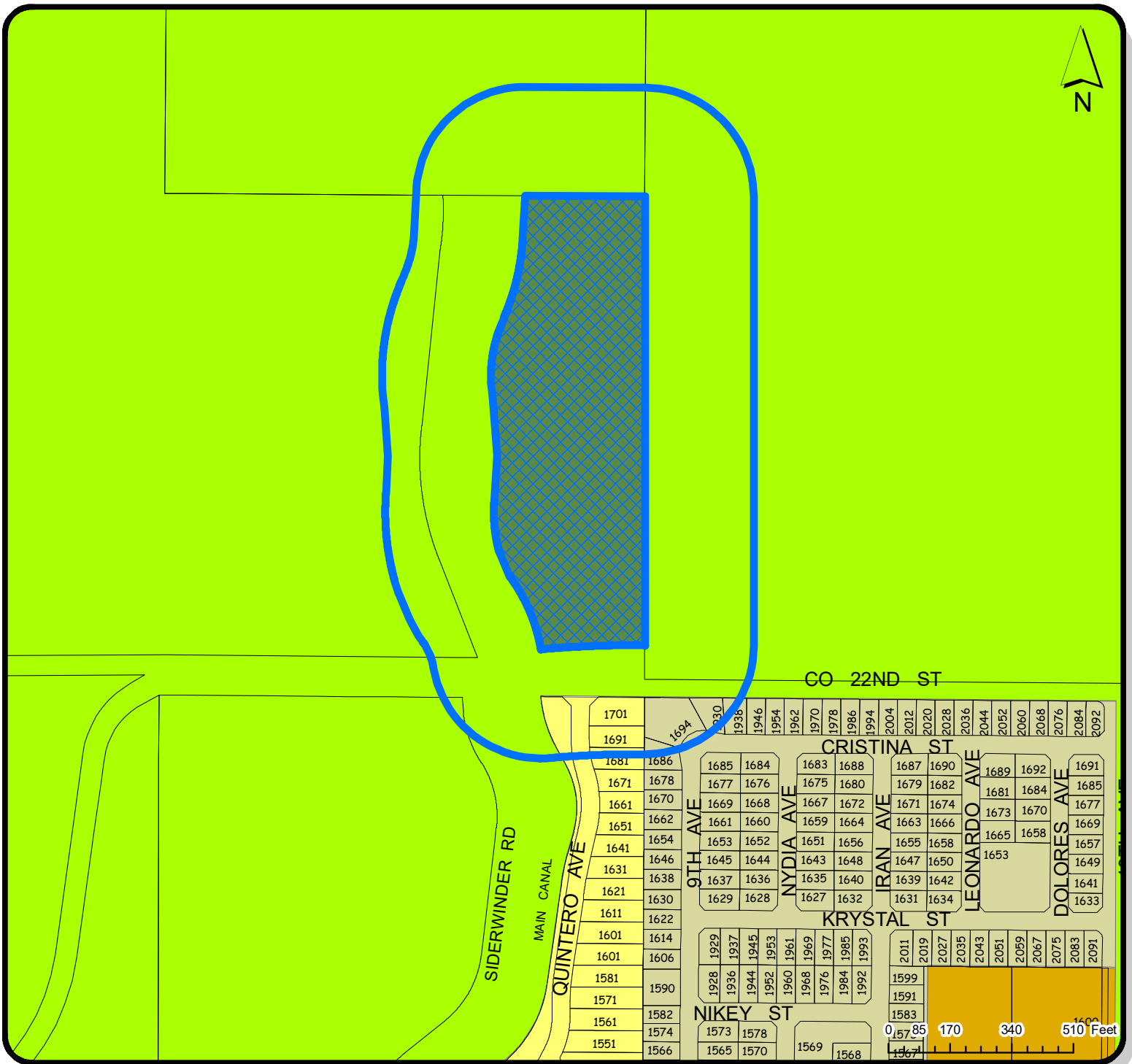
ISAAC GUTIERREZ

### CHECKED BY:

ROMAN PACHECO

### APPROVED BY:



JOSE A. GUZMAN





# LOCATION MAP

# REZONING

## LOCATION OF SUBJECT PROPERTY

-  PID:211-31-012
-  300ft Notification Area

## Zoning

- MULTIPLE RESIDENCE ZONING DISTRICTS**
-  R-2
-  R-3
- SINGLE RESIDENCE ZONING DISTRICTS**
-  R1-8
-  RA-10

**CASE #**  
**2020-0474**

 R1-12 TO  R1-20

**DATE:**  
8/6/2020

**PLANNING & ZONING**

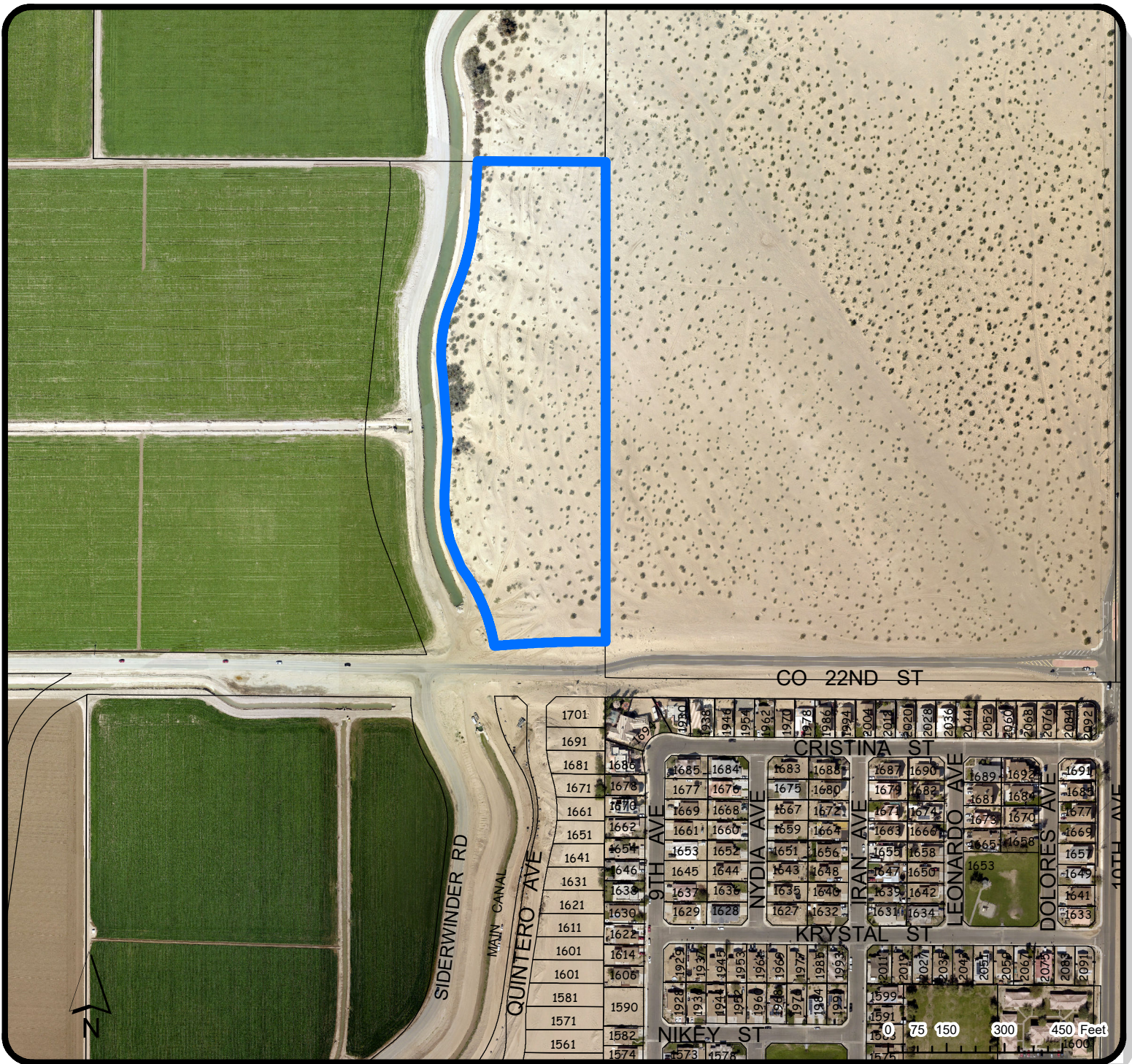


**GIS**


**CREATED BY:**  
ISAAC GUTIERREZ

**CHECKED BY:**  
ROMAN PACHECO

**APPROVED BY:**  
JOSE A. GUZMAN



**LOCATION OF SUBJECT PROPERTY**

 PID:211-31-012

**LOCATION MAP**

**REZONING**

**CASE #**  
**2020-0474**

**DATE:**

8/6/2020

**PLANNING & ZONING**



**GIS**

**CREATED BY:**

ISAAC GUTIERREZ

**CHECKED BY:**

ROMAN PACHECO

**APPROVED BY:**

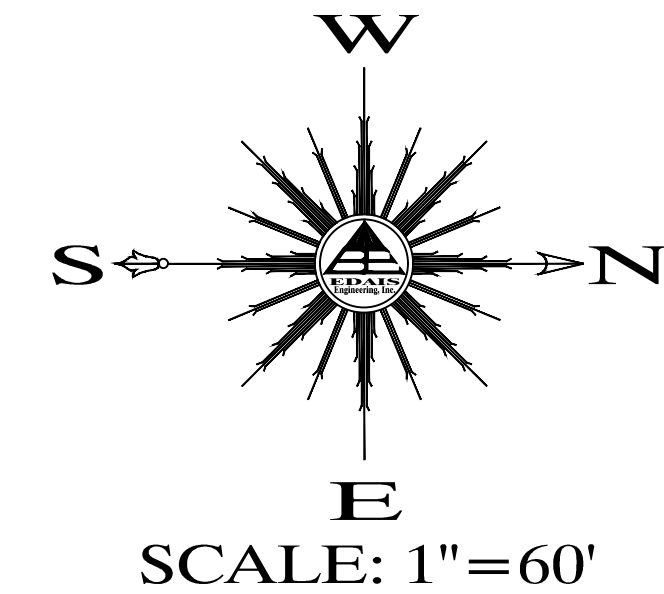
JOSE A. GUZMAN

# LAS QUINTAS DE SAN LUIS 3 SUBDIVISION

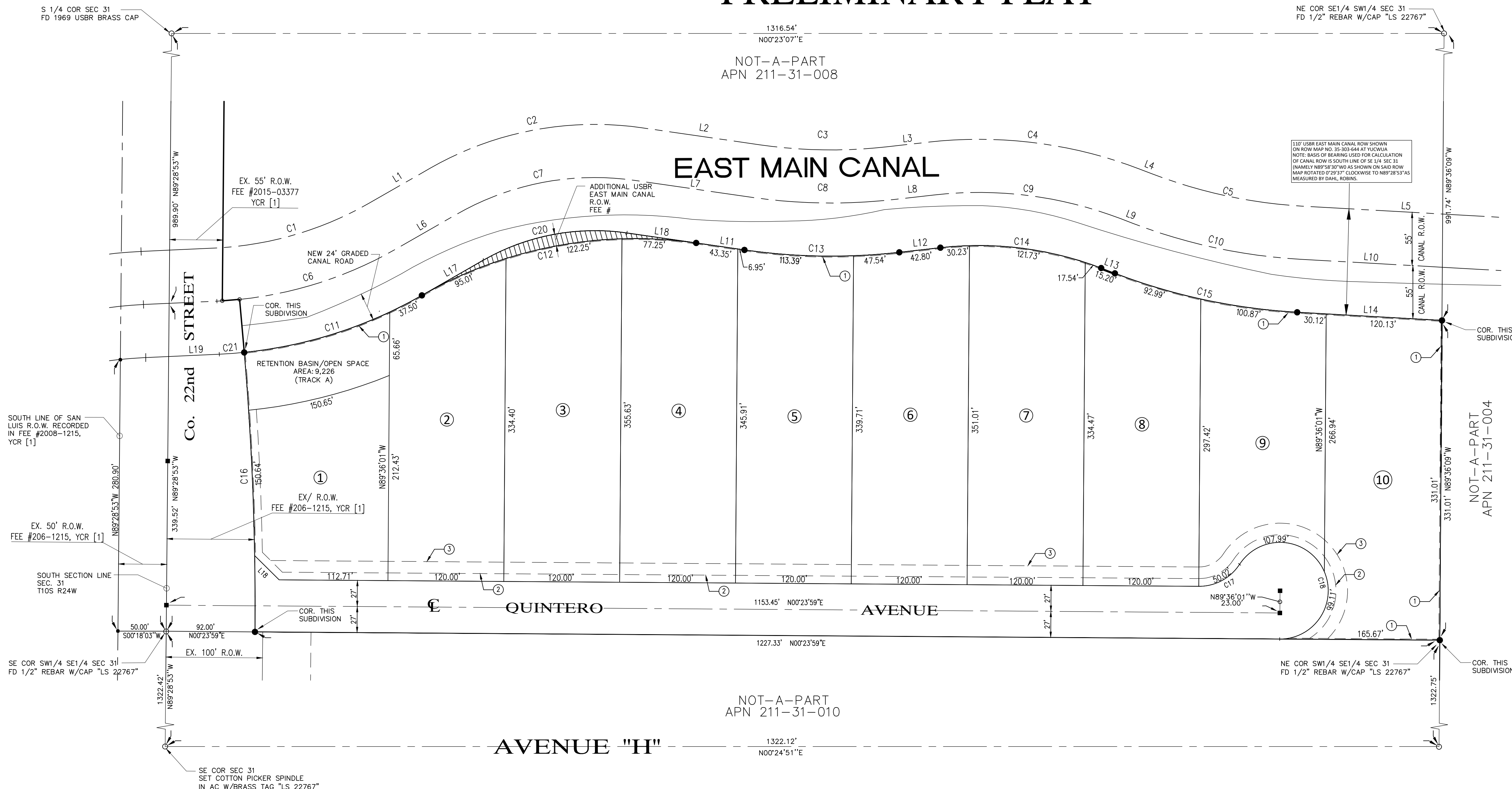
A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING EAST OF THE EAST MAIN CANAL AND BEING PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC

## PRELIMINARY PLAT



BOOK \_\_\_\_\_ OF PLATS,  
PAGE \_\_\_\_\_



### KEYNOTES

- ① NEW 1' NON-ACCESS EASEMENT
- ② NEW 8' UTILITY & CATV EASEMENT
- ③ NEW 20' FRONT YARD SETBACK LINE.

### LEGEND

TRACT "A"	9,226 SF
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### LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE
- FOUND MONUMENT (TYPE AS SHOWN)
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
- ( [ ] ) DATA REFER TO BARKLEY LOT SPLIT No. 2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R.O., YUMA COUNTY, ARIZONA.
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- ① NEW LOT NUMBER
- APN ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

### LOT AREAS

Parcel #	Area
1	26528.98
2	37020.15
3	41743.41
4	42323.72
5	40908.84
6	41428.23
7	41549.76
8	37719.66
9	33804.18
10	40345.91

### LINE DATA

Line #	Length	Direction	Line #	Length	Direction
L1	73.00	N29° 46' 38.26"W	L11	50.30	N08° 13' 21.74"E
L2	123.00	N08° 13' 21.74"E	L12	42.80	N06° 26' 38.26"W
L3	42.80	N06° 26' 38.26"W	L13	15.20	N20° 53' 21.74"E
L4	15.20	N20° 53' 21.74"E	L14	150.25	N03° 13' 21.74"E
L5	214.40	N03° 13' 21.74"E	L15	32.56	S45° 31' 03"W
L6	73.00	N29° 46' 38.26"W	L16	29.20	N44° 28' 57"W
L7	123.00	N08° 13' 21.74"E	L17	73.00	N29° 46' 38"W
L8	42.80	N06° 26' 38.26"W	L18	35.70	S44° 40' 8"W
L9	15.20	N20° 53' 21.74"E	L19	52.51	N02° 36' 38"W
L10	147.533	N03° 13' 21.74"E			

### CURB DATA

Curve #	Length	Radius	Delta	Tangent	Curve #	Length	Radius	Delta	Tangent
C1	168.465	355.300	27°16'67"	85.847	C10	176.896	573.700	17°66'67"	89.155
C2	227.420	342.900	38°00'00"	118.070	C11	194.717	465.300	27°97'69"	98.804
C3	132.778	518.700	14°66'67"	66.754	C12	294.505	444.050	38°00'00"	152.899
C4	221.974	465.300	27°33'33"	113.141	C13	160.936	628.700	14°66'67"	80.910
C5	159.937	518.700	17°66'67"	80.608	C14	169.498	355.300	27°33'33"	86.394
C6	194.543	410.300	27°16'67"	99.136	C15	193.854	628.700	17°66'67"	97.702
C7	190.943	287.900	38°00'00"	99.132	C16	289.60	3050.000	05°26'25"	144.950
C8	146.857	573.700	14°66'67"	73.832	C17	50.02	50.000	57°18'59"	27.327
C9	195.736	410.300	27°33'33"	99.768	C18	207.10	50.000	237°18'59"	91.485

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, CAUSED A PORTION OF THE SW¼ OF THE SW¼ OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, G&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACT & STREETS UNDER THE NAME OF "LAS QUINTAS DE SAN LUIS 3 SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "LAS QUINTAS DE SAN LUIS 3 SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACT BY THE LETTER AND THE STREETS BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND THAT RIEDEL HOLDINGS, L.L.C., AS OWNER, HEREBY DEDICATES THE STREETS SHOWN HEREON TO THE PUBLIC FOR ITS USE AND BENEFIT, AND THAT THE EASEMENTS ARE DEDICATED FOR THE USES SHOWN AND DEFINED ON SAID PLAT AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HERewith. TRACT "A" IS DEDICATED TO THE PUBLIC FOR USE AS STORM WATER RETENTION BASIN AND COMPATIBLE RECREATIONAL USES

IN WITNESS WHEREOF: RIEDEL HOLDINGS, L.L.C., HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

BY: \_\_\_\_\_  
NIEVES GARCIA RIEDEL, MEMBER  
RIEDEL HOLDINGS, L.L.C.

### ACKNOWLEDGMENT

STATE OF ARIZONA )  
) SS  
COUNTY OF YUMA )

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HERSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

### APPROVED

STATE OF ARIZONA )  
) SS  
CITY OF SAN LUIS )

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_  
CITY PLANNING & ZONING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
CITY PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

### SUBDIVIDER/OWNER

**RIEDEL HOLDINGS, L.L.C.**  
P.O. BOX 1649  
SAN LUIS, ARIZONA 85349

### BASIS OF BEARING

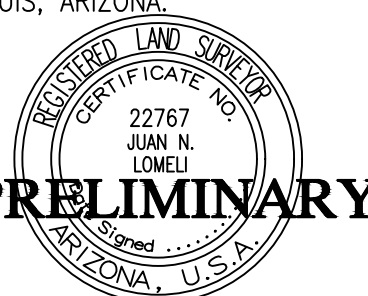
THE SOUTH LINE OF THE SW¼ OF SECTION 6, T11S, R24W, NAMELY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 86-88, YCR

### RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING APRIL OF 2020, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.



JUAN N. LOMEI R.L.S. 22767

### PREPARED BY:

