



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, May 26, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Melissa Lopez, Deputy City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 26 de Mayo del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

ESTE AVISO ES DADO POR:

/f/ Melissa Lopez, Asistente a la Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 26, 2021
7:00 p.m.

The May 26, 2021, Regular 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.

Public comment will be limited to the public hearing on **Item #6.E.** Resolution No. 2177. A resolution of the Mayor and City Council of the City of San Luis authorizing the submission of an application for FY 2021 Community Development Block Grant (CDBG) Regional Account funds and FY 2021 State Special Projects (CDBG SSP) funds, certifying that said applications meet the community's previously identified housing and community development needs and the requirements of the Arizona Department of Housing (ADOH) Community Development Block Grant Program, and authorizing all actions necessary to implement and complete the activities outlined in said applications. And **Item #6.I.** Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0474B and Ordinance No. 416. A request by Edais Engineering, on behalf of, Salmos 127:1, LLC., owner, to amend conditions on Low-Density Residential (R1-20) zoning as approved by Ordinance No. 402 on property located at Quintero Avenue & County 22nd Street. The city will receive public comments by email at cityclerksoffice@sanluisaz.gov for City Council's consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on Wednesday, May 26, 2021. Any email comments received will be read aloud into the record.

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 regular del Cabildo del 26 de Mayo del 2021. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

Los comentarios publicos se limitaran a la audiencia publica sobre el **asunto #6.E.** Resolucion No. 2177. Una resolución del Alcalde y el Cabildo Municipal de la Ciudad de San Luis que autoriza la presentación de una solicitud para los fondos de la Cuenta Regional de la Subvención en Bloque para el Desarrollo Comunitario (CDBG) del año fiscal 2021 y los fondos de los Proyectos Especiales Estatales del año fiscal 2021 (CDBG SSP), certificando que dichas solicitudes cumplen las necesidades de vivienda y desarrollo comunitario previamente identificadas de la comunidad y los requisitos del Programa de Subvenciones en Bloque de Desarrollo Comunitario del Departamento de Vivienda de Arizona (ADOH), y autorizar todas las acciones necesarias para implementar y completar las actividades descritas en dichas solicitudes. Y el **asunto #6.I.** Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con el caso de rezonificación No. 2020-0474B y la Ordenanza No. 416. Una solicitud de Edais Engineering, en nombre de Salmos 127: 1, LLC., Propietario, para modificar las condiciones sobre zonificación residencial de baja densidad (R1-20) según lo aprobado por la Ordenanza No. 402 en la propiedad ubicada en Quintero Avenue y County 22nd Street. La ciudad recibirá comentarios públicos por correo electrónico: cityclerksoffice@sanluisaz.gov para consideración del Cabildo Municipal en cualquier momento antes de la reunión y durante la reunión, que está programada para comenzar a las 7:00 p.m. el miércoles 13 de Mayo del 2020. Cualquier comentario por correo electrónico recibido se leerá en voz alta para ser documentado. Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de Marzo del 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de Marzo del 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID- 19).

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

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PRESENTATION**
4. A. The City of San Luis Police Department would like to present the following retired police officers with a retirement badge in recognition of their many years of service: John Miranda, Luis Marquez, Oscar Garcia, Javier Nuno, and Joe Johnson. **(Richard Jessup, Chief of Police)**
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**
- Work Session held May 5, 2021
5. B. **DISBURSEMENTS FROM MAY 4, 2021 TO MAY 17, 2021**
Total Disbursements \$889,508.99
(Eight Hundred Eighty-Nine Thousand, Five-Hundred Eight Dollars and Ninety-Nine Cents)
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible action on any and all matters regarding an urgent requirement for electrical control panel improvements for Lift Station 300. **(Eulogio Vera, Director of Public Works)**
6. B. Discussion and possible action on any and all matters regarding an unforeseen cost increase for previously approved Lift Station 300. **(Eulogio Vera, Director of Public Works)**
6. C. Discussion and possible action on any and all matters regarding Resolution No. 2174. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a development and protected development rights agreement for an electricity generator using a solar wind tower with the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.). **ITEM CONTINUED FROM THE SPECIAL COUNCIL MEETING HELD MAY 19, 2021. (Glenn Gimbut, Assistant City Attorney; Eulogio Vera, Director of Public Works, Jenny Torres, Economic Development Manager, Jose Guzman, Director of Planning & Zoning; and Ron Pickett of Arizona Green Power)**

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2176. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving the addendum to the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona and Yuma County for the purpose of providing mandatory weekend and holiday court services for the San Luis Municipal Court. **(Nohemy Echavarria, Magistrate)**
6. E. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2177. A resolution of the Mayor and City Council of the City of San Luis authorizing the submission of an application for FY 2021 Community Development Block Grant (CDBG) Regional Account funds and FY 2021 State Special Projects (CDBG SSP) funds, certifying that said applications meet the community's previously identified housing and community development needs and the requirements of the Arizona Department of Housing (ADOH) Community Development Block Grant Program, and authorizing all actions necessary to implement and complete the activities outlined in said applications. **(Mary French-Jones, Grant Writer and Jenny Torres, Economic Development Manager)**
- A. Open public hearing
 - 1. Presentation by staff
 - 2. Call to the public on this item
 - B. Close public hearing
 - C. Action on Resolution No. 2177
6. F. Discussion and possible action on any and all matters regarding Resolution No. 2178. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, committing local funds as leverage for FY 2021 Community Development Block Grant applications. **(Mary French-Jones, Grant Writer and Jenny Torres, Economic Development Manager)**
6. G. Discussion and possible action on any and all matters regarding Resolution No. 2179. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending section HR-4-03(A) of the City of San Luis personnel policies relating to holidays, adding a remembrance day to commemorate the COVID-19 pandemic. **(Mayor Gerardo Sanchez)**
6. H. Discussion and possible action on any and all matters regarding Resolution No. 2180. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Palencia Hills Development Agreement between the City of San Luis, Arizona, and Salmos 127:1 LLC, and repealing Resolution No. 2146. **(Jose A. Guzman, Director of Planning and Zoning)**
6. I. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0474B and Ordinance No. 416. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the conditions on Low-Density Residential (R1-20) zoning, as approved by Ordinance No. 402, on property located at Quintero Avenue & County 22nd Street. **(Jose A. Guzman, Director of Planning & 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. 416 by title only
(City Clerk to read the ordinance by title only)
 - D. Action on Ordinance No. 416

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



PRESENTATION

Regular City Council Meeting

4. A.

Meeting Date: 05/26/2021

Presentation Topic/Summary:

The City of San Luis Police Department would like to present the following retired police officers with a retirement badge in recognition of their many years of service: John Miranda, Luis Marquez, Oscar Garcia, Javier Nuno, and Joe Johnson. **(Richard Jessup, Chief of Police)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 05/26/2021

Summary

MINUTES OF

- Work Session held May 5, 2021

Attachments

WS 5-05-2021

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
May 5, 2021
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:40 p.m.

Mayor and City Council participated remotely due to COVID-19.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Luis Cabrera
Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres

ABSENT: Council Member Mario Buchanan Jr.

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Angelica Roldan, Assistant Director of Parks & Recreation
Aracely de la Hoya, Senior Service Manager
Domingo Sosa, Graphic & Media Specialist
Eulogio Vera, Director of Public Works
Glenn Gimbut, City Attorney
Jenny Torres, Economic Development Manager
Jose A. Guzman, Director of Planning & Zoning
Lizandro Galaviz, Director of Parks & Recreation
Marlene Lara, Assistant to Council/PIO
Monica Castro, Director of Finance
Nohemy Echavarria, Magistrate (remotely)
Ralph Velez, City Consultant (remotely)
Richard Jessup, Police Chief

2. ITEMS FOR DISCUSSION ONLY:

2. A. Presentation updates on the solar wind tower project. (Ron Picket, CEO, Arizona Green Power, LLC (parent company now KiNRG))

Mr. Ron Picket, CEO, Arizona Green Power, LLC (parent company now KiNRG), presented an update on the solar wind tower project. He mentioned that the delay is because his company has made an abundant amount of green energy to secure the financing he needed to secure purchase agreements. He added that the off-takers were reluctant to agree upfront to buy the power so many years as when it would be delivered. He informed that in March 2020, his company was reached by a company to co-locate a data center on-site and provide power from the tower to the data center at a favorable rate. He stated that he is very confident that his company will conclude negotiation with a data center and be located in San Luis. He mentioned that the Arizona Governor, Department of Commerce, and local and state departments of commerce had supported the tower. Furthermore, he explained that since the data center will require more energy, then the tower will require more water allocated for the project. The target construction start is within 12 months. Mr. Picket informed that if this project is accomplished, it will be the first of its kind in the world to be 100% carbon neutral. He mentioned that the tower is a \$1.55 billion facility, will generate an estimated \$2.8 billion economic impact to the region, 2,000 construction employees, 300 to 350 permanent local employees. He added that the data center would add to this an estimated \$1.2 billion facility. He mentioned that this would be tax dollars for San Luis and approximately 120 to 130 full-time employees in the data center. Mr. Picket stated that this presentation is to request support from the City of San Luis on the proposed Development Rights Agreement, which was signed several years ago, as it stated that the city would support at the company's expense if the city needs to bring in outside engineering firms to review the construction plans. He added that there is a water rights allocation for 8,000 acre-feet per year initially in that same agreement. To support the final design for the tower and the increased output that the tower has, the requirement for the tower will increase to 11,000 acre-feet per year. In addition, he stated that the data center requires 1,700 acre-feet per year of water for the cooling tower. He asked the Mayor and City Council to renew the existing Development Rights Agreement and extend it to 2025 and increase the water allocation from 8,000 to 11,000 acre-feet per year.

Mayor Gerardo Sanchez thanked Mr. Picket for the presentation; he asked if the land is still under contract with Arizona Green Power LLC.

Mr. Picket replied that the land is still under contract, payments have been made. There is also an extension right through 2021 with an extension to June 30, 2022. He mentioned that the landowner is very supportive of the project.

Mayor Gerardo Sanchez mentioned that there should be no issue with the extension of the contract. He stated that staff would have to do some research on the water request

to make a recommendation. He asked the members of the City Council for their comments.

Council Member Jose Ponce asked where the generated power will go.

Mr. Picket replied that they are currently in discussions with Arizona Public Service.

The Mayor and City Council thanked Mr. Picket for his update on this project. There were no further questions from the members of the City Council.

2. B. Discussion and possible directions to staff on any and all matters regarding a contract with Edais Engineering, Inc., associated with the expansion of City Hall. (Tadeo A. De La Hoya, City Administrator)

Mr. Tadeo A. De La Hoya, City Administrator, mentioned that this item was brought up during the budget retreat. It was agreed to discuss this at a different meeting further. He stated requested proposals for this project, and Edais Engineering, Inc., was the lowest. He added that Edais Engineering also designed the current building.

Mayor Gerardo Sanchez stated that the expansion is very much needed; the building is running out of space for future growth, especially on the east side of City Hall.

Council Member Gloria Torres suggested expanding the east side and starting planning for the other parts of City Hall, as many departments are running out of space for future growth.

Mr. De La Hoya commented that Monica Castro, Director of Finance, made the same comment as Council Member Torres. She suggested allocating funds to design the building expansion. He informed that an expansion study is being done for future expansion.

Council Member Gloria Torres asked if Edais Engineering, Inc. is on the on-call list of engineers that the city can use.

Mr. De La Hoya replied that Edais Engineering, Inc. is not on the list of on-call engineers, but his proposal came out \$20,000.00 less. He added that City Council decided as to whether or not they want to spend those \$20,000.00 more.

Council Member Gloria Torres asked if proper procedure was followed to hire the firm.

Ms. Kay Marion Macuil replied that the engineer's list is an option for the city to use; it is not a requirement to use those engineers; staff can go out and hire other firms.

Mayor Sanchez directed staff to proceed with this item as agreed by all members of the City Council.

2. C. Discussion and possible directions to staff on any and all matters regarding a possible public art project. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Jose A. Guzman, Director of Planning & Zoning, mentioned that this item is proposed to paint a mural on the Cesar Chavez Cultural Center. He stated that he would be donating his time to paint this mural and be done after hours.

Mayor Gerardo Sanchez thanked Mr. Guzman for his presentation and asked where does the mural will be painted.

Mr. Guzman replied if he is giving the opportunity, the mural will be painted on the entire wall or half of the wall.

The City Council members thanked Mr. Guzman; Mayor Sanchez asked Mr. Guzman to proceed with this project as agreed by all members of the City Council.

2. D. Discussion and possible directions to staff on any and all matters regarding a contract with Lantis Productions, Inc., for fireworks' presentation during the 4th of July Celebration. (Lizandro Galaviz, Director of Parks & Recreation)

Mr. Lizandro Galaviz, Director of Parks & Recreation, informed that the fireworks would be virtual this year, and staff is proposing to hold the fireworks show in two different locations. One location would be at the Joe Orduño Park, and the other location would be at the New East Park site located between 19th Street and 20th Street, off of 24th Street; this new location would allow more residents to view the fireworks show. He asked for Mayor and City Council's consideration and proposal. He mentioned that this year's quote is for \$32,400.00, which is \$20,000.00 higher than last year due to the additional location. He explained that the legal department is reviewing the contract; if City Council's direction is to proceed, this item will be brought for approval on the next Regular Council meeting.

Mayor Gerardo Sanchez stated that he understands why the quote is higher than usual. He mentioned that last year, there were several complaints that residents of Avenue F could not view the fireworks show. He stated that it would be wise to start using the future park location. Mayor Sanchez directed Mr. Galaviz to proceed with this item, as agreed by all members of the City Council.

2. E. Discussion and possible directions to staff on any and all matters regarding the purchase of outdoor fitness equipment for city parks and pathways. (Lizandro Galaviz, Director of Parks & Recreation)

Mr. Lizandro Galaviz, Director of Parks & Recreation, informed that he has been working with the Director of Public Works, as there is some funding that his department can provide for this project. He mentioned that staff contacted Davebang Associates, Inc., to request a quote. He added that the city had purchased various playground equipment for city parks. He stated that the item that has been quoted are a row

machine, fitness bike, sit-up station, twist and step, double leg press and push up-dip station. He informed that Davebang Associates, Inc. is part of the Mohave State Contract cooperative purchasing. The cost for all items is for a total of \$15,666.68.

Mayor Gerardo Sanchez thanked Mr. Galaviz for this project, adding that many residents have requested this type of equipment. He added that this is a minimal investment in the community.

Vice-Mayor Africa Luna-Carrasco stated that she would like to see the equipment installed in several community areas so that residents can take advantage of it.

Council Member Luis Cabrera asked how much warranty the company will be providing on this equipment.

Mr. Galaviz replied that there usually is a 5-year warranty, but staff plan is to provide a shade structure to protect the machines and extend the machines' lives.

The City Council members thanked Mr. Galaviz for this project and agreed with Vice-Mayor Luna-Carrasco. Mayor Sanchez directed Mr. Galaviz to proceed with this project as agreed by all members of the City Council.

2. F. Discussion and possible directions to staff on any and all matters regarding the needs of the current retention basins. (Council Member Gloria Torres)

Council Member Gloria Torres stated that she received calls regarding retention basins/parks that need maintenance.

Mr. Lizandro Galaviz, Director of Parks & Recreation, explained that the Parks Division has approximately eight (8) tech specialists that cover 64 acres of retention, five (5) parks, and city facilities (7). He mentioned that this is a challenge, but staff does their best to keep up with the maintenance. He added that their routine is each maintenance tech has 6 to 7 acres they have to maintain. Certain retention basins are hard to maintain as they receive water from the canal, and staff has to wait until the water evaporates to cut the grass and weeds. Furthermore, he informed that staff also reseed the retention basins every year, each is evaluated on their use, the districts are prioritized, tree trimming is done year-round as needed. He stated that the city has partnered with Walmart, Yuma County Health Department, and Gadsden School District #32 to plan trees to renovate the parks/retention basins. Mr. Galaviz informed that this year staff requested \$25,000.00 to replace slides from the playground equipment throughout the city existing parks/retention basins. He mentioned that during the last five (5) years, staff has been working on energy efficiency in the parks/retentions, those with lighting and/or ramadas, the light has been switched with LED lights.

Council Member Torres commented that some playgrounds need maintenance; she asked if those playgrounds can be painted instead of replacing them.

Mr. Galaviz replied that parks utilized paint that is mainly used for playground equipment. He added that the new software that staff will be utilizing would help determine which parks have needs.

Mr. Eulogio Vera, Director of Public Works, mentioned that one of the things that can be modified during the development of a subdivision is the requirements that developers can put in the playground equipment; this will leave more funding for maintenance.

Mayor Gerardo Sanchez agreed with Mr. Vera and asked City Council to look into this proposal and make a requirement to include the playground when a new subdivision is built.

The Mayor and City Council thanked Mr. Galaviz and his staff for maintaining parks and retention basins throughout the city.

2. G. Discussion and possible directions to staff on any and all matters regarding activities, project, and possible additional efforts of the City of San Luis to promote the services that the city provides to the community, including but not limited to infrastructure improvements and publicity for local businesses. (Council Member Gloria Torres; Marlene Lara, Assistant to Council/PIO; Eulogio Vera, Director of Public Works; Lizandro Galaviz, Director of Parks & Recreation; and Jenny Torres, Economic Development Manager)

Council Member Gloria Torres mentioned that she would like to know what the city is doing to promote the city services and what has been done to promote local businesses. She added that by promoting what has been done in the city, residents will have a positive impact and will show what departments do.

Mayor Gerardo Sanchez agreed with Council Member Torres. He stated that residents need to be aware of what is being done by the city. He mentioned that one of the tools is to use the Public Information Officer to promote all city events, projects, etc.

Ms. Marlene Lara, Assistant to Council/PIO, stated that the city's mission is to ensure the City of San Luis is doing its best to keep residents informed and promote projects, events, and businesses occur in an efficient and timely manner. She informed that a Social Media Marketing Committee was formed; this committee promotes the city and serves the community. Members of different departments form this committee; bi-weekly meetings will be held. The ideal vision is to be efficient and consistent with the promotion of the various projects and events. She mentioned that the city does have funding allocated for this project.

Ms. Torres commented that it is vital that the city be promoted to bring a positive image to our residents. She thanked Ms. Lara for what is being done to promote the city and businesses.

Vice-Mayor Africa Luna-Carrasco asked if department heads have the time to handle this committee with all they have on their hands.

Ms. Lara replied that currently, the meetings are held bi-weekly and meet for approximately 1-hour. Once the committee is established, then meetings will be held every month. This meeting is a way to inform what projects are being done and the status of each.

Vice-Mayor Africa Luna-Carrasco thanked Ms. Lara for this presentation and mentioned that it is important that the community is informed of what projects are being done and what new businesses are established in the community.

Council Member Matias Rosales mentioned it is important the city open the Government and Foreign Affairs position backup, as this takes a lot of time from the Public Information Officer. He mentioned that promoting the city needs a full-time person. He commented that it is essential that the Public Information Officer is provided with all necessary tools.

Council Member Luis Cabrera agreed with the other council members and stated that this is something that staff needs to work on; he mentioned that if staff needs a representative for the City Council, he is more than willing to join the committee.

Mayor Gerardo Sanchez mentioned that the city needs to include local businesses and inform them what the city is doing to promote their business.

Ms. Jenny Torres, Economic Development Manager, stated that departments need to participate in making this easier and being able to release the information to the community. She mentioned that funding is required; currently, there are \$24,000.00, but this would not be enough in the future. She informed that staff started a business outreach and provided training regarding the revitalization fund. She mentioned that staff would like to see City Council's participation, so they are known by business owners.

Council Member Matias Rosales suggested posting the monthly reports provided by departments each month through the City Clerk's Office; these reports will show data and information to the community about what has been done in the month.

Mayor Gerardo Sanchez, "at this point in time, I will pass the gavel to the vice mayor. Item #2. H. I will refrain from comments or participating in this event Council has every right to discuss this item, but at this point in time, I choose not to participate, and vice mayor, I'm passing the gavel to you, thank you."

2. H. Discussion and possible directions to staff on any and all matters regarding conducting evaluations of the City Attorney, City Administrator, Court Magistrate, Fire Chief and Police Chief. (Council Member Gloria Torres)

Council Member Gloria Torres, “yes, vice mayor throughout my years in council, we continue to renew contracts without even conducting an evaluation. How do we know how the contract employees are doing without the evaluation? It should be a standard procedure as different organizations. Let me tell you that at the school, we do evaluate teachers every year, and the teachers evaluate the principals and the principals are evaluated by the superintendent and the superintendent is evaluated by our board. This is every year. Let me tell you at my work we do evaluations and brought this because the city never, I mean, since I remember there is never been an evaluation; and because of this I was thinking to assign this task to our consultant, Ralph Velez, to conduct this evaluation, can it be possible. And I do not know if they are doing a good job or not, I mean it is just required that everybody needs an evaluation.”

Vice Mayor Africa Luna-Carrasco, “Ralph Velez are you with us”.

Mr. Ralph Velez, City Consultant, “I am here”

Vice Mayor Africa Luna-Carrasco, “had you had an opportunity to look into this matter, and if so, what is your take?”

Mr. Velez, “no, I have always said, let me start with the way they are listed on the agenda. The city attorney reports to the council, city administrator report to the council, the court magistrate is a different “ball game”, but she has the right to be evaluated to some extent. The fire chief reports to Tadeo and the police chief reports to Tadeo, so my, my um, participation is limited, let me tell you to what extent. I can gather, first of all the evaluation form that we have, it is really weak and it does not really paint a good picture of an administrator or a manager’s department head evaluation, so there is certain evaluation forms that pertain to each individual position. What I can do is gather those individual forms and also, I know there is a powerpoint that I have seen before and I have to do some research. Get the powerpoint and uh, have Sonia or Tadeo forward it to the Mayor and Council, and the Vice Mayor, get a good feel for what an evaluation really is, and then forward, or have Sonia forward the forms for the city attorney, and the city administrator, and the court magistrate and the fire and police chiefs. I can do all that, except fill in the blanks, that is not my job to fill in the blanks, I do not supervise the city attorney, I do not supervise Tadeo, and surely, I do not supervise the court magistrate, but Tadeo, supervises the fire chief and the police chief. So I can do all that for you, I can gather the forms, I can kind of lead you in the right direction and I can do everything except fill in the blanks, you need to fill in the blanks because it’s part of your job as well, to be evaluating your contract employees, it is not a consultant job, whether it’s me, or Dan Jackson or Joe Doe, it is not our job as an outsider to fill in the blanks, because I’m not there every day and you are. So that would be my role if so desire, to gather the forms, give you a powerpoint for a presentation that kind of explains the do’s and don’ts of the evaluations and then have you do fill in the blanks.”

Council Member Gloria Torres, “Ralph, I want to ask you a question, the evaluation that you mean in the form that they have the evaluation, is this evaluation confidential,

because the school does an evaluation and it is confidential, the teacher, the principal does not know who evaluated, the name of the person that evaluated, and this is, we wanted to see that the city does the same thing, if the person gets evaluated that they have to be confidential.”

Mr. Velez, “so if what you are saying that if we start with the city attorney, that her staff should evaluate her as well?”

Council Member Gloria Torres “yes, who is under the city attorney?”

Mr. Velez “Glenn, Jose de la Vara and Janet.”

Ms. Kay Marion Macuil, City Attorney “and Jose De La Vara and his staff”

Council Member Luis Cabrera “you don’t mind me interrupting, um, Glenn, I’m sorry Ralph, because of what Gloria mentioned regarding teachers, evaluating administrators and then that data goes to the board, sorry to the superintendent to evaluate each administrator, so I guess is not a fill in the blank situation for you, um, your job as a consultant, what I am understanding from Council Member Torres’ discussion, she would like for you to gather the data, um confidential from employees, an example like you mentioned the three employees that would provide data for Kay, as the City Attorney, would be Glenn, Janet and Jose de la Vara; Jose de la Vara staff I do not see it’s necessary, um that it is a different department, so I think it would be good for like a questionnaire or something to be given to these people or you have a conversation where you take your notes and present that information to us. And that is done in a confidential manner, not, you do not provide names as to who gave you what comments or how they evaluated their supervisor. So that way and when we go and fill in the blanks for each, um, each department, um, Tadeo, Kay, the Judge, we have information from people that are working directly with them every day on a day-to-day basis, because just like you as a consultant, we do not work at City Hall, Monday through Thursday, seven to five, seven to six, so I think, I personally think this is a great way for it to get done. For example, Tadeo’s evaluation you would gather data from department heads, the directors, they would have the opportunity to evaluate their city manager, that data is given to council and council can then make their formal evaluation, where we fill in the blanks.”

Vice Mayor Africa Luna-Carrasco, “is that something you consider feasible and also within guidelines and, um, the policies, Ralph?”

Mr. Velez, “I do not know that it is against policy, but if, like for them, for example, the fire chief, you would have the captains evaluate him and the police chief, lieutenants evaluated him, the information is gathered and then is presented to the council in a confidential manner, and this is that the road you want to take, then it is doable.”

Vice Mayor Africa Luna-Carrasco, “Tadeo have you, sorry Ralph”,

Mr. Velez, "okay, may I finish, but it has never been done before, so it is kind of a new "frontier" and the problem is that, the problem is if not everybody participates, you are going to have a biased, uh, evaluation. So, you have to have everybody participate, here all the lieutenants, all the captains, I do not know about the court, I do not even want to mess with the court, um, the department heads with the city administrator and then of course Kay's staff."

Vice Mayor Africa Luna Carrasco, "I was just going to ask Tadeo, since you mentioned that the fire and police chief fall under him, if he is, uh, evaluated them on an annual basis".

Council Member Gloria Torres "so Tadeo you evaluate, the police chief and the fire chief, do you do it every year?"

Mr. Tadeo A. De La Hoya, City Administrator, "no, I have not, the contract says that the council and city manager may at any time evaluate their last contract approval, was in last November, and it said on the contract that it was going to be done within a year and uh, vice-mayor if I may, and for the record and since my name was already, uh, said out loud, I just want to state for the record that it is evident that you are talking about my employment on this item, and I was not duly notified as per the Arizona Revised Statutes on title 38 or open meeting law regulations, I do not want to retaliate against to a recent employment related matter, that was not made by me and which was the Yuma County Supreme Court to get involved; and I also do not want to be harassed, discriminated or retaliated against for having a medical condition which is covered under FMLA and allows me to carry the full duties of my job and I also do not want to give the impression of bad performance or misconduct when nothing has been brought up to my attention, or otherwise proven, I want to note that I'm an exempt employee and do not want to be punished for the amount of hours for my schedule, which is usually 40 hours and I am very lenient with department heads and with that I just want to say that I am your very humble servant, I have been working here technically 22 years and I appreciate all of your support and guidance you have given me in this position, but I was not notified I was going to be talked about publicly tonight."

Vice Mayor Africa Luna-Carrasco, "duly, duly noted, um city manager, I just wanted to add that, I think that conducting evaluations in general would be a positive thing, once we get past the perception that evaluations are a bad thing, because normally, the City of San Luis conducted evaluations on department heads, um, when they were basically on their way out, and that is not my intent or my idea of conducting evaluations. I think that we, um, need to do them on an annual basis, to promote a positive culture to provide the opportunity to reinforce the city's goals and objectives and also to give you guys the employees the opportunity to discuss ways that the city, the council, um that other departments can further assist you in being successful in having your department's staff under you become successful, that is just my opinion on the matter, I am going to open it up for the other council members, um, Matias you have anything to add?"

Council Member Matias Rosales, "no comment".

Vice Mayor Africa Luna-Carrasco, "Council Member Jose Ponce?"

Council Member Jose Ponce, "uh, no comment".

Vice Mayor Africa Luna-Carrasco, "Luis anything further you would like to add?"

Council Member Luis Cabrera, "yes, uh, Kay I have a question, so are we in any way sort or form discussing, contract for any of these employees, including yourself, or are we just giving direction for an evaluation to be done later on in time"

Ms. Macuil, City Attorney, "yes, so far you have stuck to the way it was agended, as a just talking about the evaluations themselves, and not the individuals, so far, if you continue the way you have done, just talking about how to do the evaluations, uh, that is perfectly fine"

Council Member Luis Cabrera, "okay, sorry for two positions, um, to avoid violating any statutes".

Ms. Macuil, "right".

Ms. Nohemy Echavarria, Court Magistrate, "hi, this is Judge Echavarria, may I speak?"

Vice Mayo Africa Luna-Carrasco, "yes, go ahead Judge".

Ms. Echavarria, "thank you, good evening everyone, um, I provided Kay some documents from the Arizona Supreme Court that offers guidelines as to how evaluate Judges, I'm all for an evaluation, just that it should be done the correct way, um, and the way according to the rules by the Arizona Supreme Court, the AOC, which is a division of the Supreme Court that oversees all the courts and Judges in Arizona, um, needs to intervene and assist, as you may now the responsibilities and the role of a judge is very different than the city directors and therefore, like I said, I'm all for it, um I look forward to it, I am just offering some insight as to how it can be done, Judge Haws is my immediate supervisor, um, and then next to Judge Haws is the Supreme Court Chief Justice, so if you want Judge Haws to evaluate me or the Supreme Court Justice, um, we can, um, arrange that".

Vice Mayor Africa Luna-Carrasco, "thank you Judge, thank you for providing that information to Kay. I hope Kay reviews it, and like you mentioned, you are all for it, that is great, but you want to do it the right way, um, so do we, and this is new to all of us, so your input provided is truly going to help us and um, thank you so much again"

Ms. Macuil, "Vice Mayor, this is Kay, Glenn was whispering something to me, I could not quite catch what it was, but I think he might have something to contribute".

Mr. Glenn Gimbut, Assistant City Attorney, "yeah, this is simple, uh, two observations, what I whispered to Kay is in open meeting, like this you can discuss anyone you want and say anything you want, it is only in executive session there is actually limitations, however in public like this you want to at all times be professional, so keeping the discussion at the level you have, is indeed a good professional way to go, rather than be something else. Um, in Apache Junction, I was evaluated annually, once a year, every year, and if it is done regular, in a regular basis, it can be an excellent opportunity to have a frank and fair discussion with people that you trust to do the day-to-day management of the city, where you get your questions and your concerns addressed, where you get to get feedback to the affected, uh if you will, staff member so they get an idea of where you would like the city to go and that can be a very positive experience".

Vice Mayor Africa Luna-Carrasco, "yes, and that is what I am aiming for and I believe the rest of council are aiming for, to provide a positive experience, a learning experience, an opportunity for growth and for betterment of our city, and um, I think so far this item, this meeting has been done professionally, if we mentioned names it was only as examples, so that what, um, I think".

Council Member Jose Ponce, "Vice-Mayor, uh, can I say something?"

Vice Mayor Africa Luna-Carrasco, "yes, sir go ahead"

Council Member Jose Ponce, "uh, this is a question, for uh, Kay, uh, Kay my concern is are we stepping into something uh, you know legal, uh, liability, just by doing the evaluations?"

Ms. Macuil, "no, not no, um there are most cities do it, I do not see any liability in having evaluations, no".

Council Member Jose Ponce, "oh, okay, you know that was my concern, you know, make sure we are not getting into, uh, you know, uh trouble or something like this".

Ms. Macuil, "no sir, no trouble to have a system of evaluations"

Council Member Jose Ponce, "ok, thank you Kay, thank you Vice Mayor"

Council Member Luis Cabrera, "Vice Mayor, if I may add, um, just coming to the Judge; Judge thank you for being open to having an evaluation, um, I think like the vice mayor mentioned, this is, this is why we are having a conversation, so I applaud your willingness to help us do your evaluation the correct way, I did not get a chance to speak to you, um, before I was, um, something else was mentioned, um, thank you for making those comments, I think, we can get it done correctly, like you mentioned Judge Haws being your supervisor, he can provide us with the guidance that we need".

Vice Mayor Africa Luna-Carrasco, "yeah, thank you, thank you council member, um, Council Member Gloria Torres, anything else you would like to add?"

Council Member Gloria Torres, “no, just, I would like to see the procedures, on how to get this done and the timeframe, I mean, not take too long and I hope Ralph can help us with this and it is nothing against nobody, it is just because, we had at our jobs an evaluation every year, and that is if you are doing better, I mean, you get better points, I mean this is to keep up your work, and even at Comite we do it, for when we get a raise, we do an evaluation and things like that, that is not abnormal, I mean that is what I asked for this evaluation”

Vice Mayor Africa Luna-Carrasco, “yes, I understand, like I mentioned, we need to get away from the perception that evaluations are bad, they wish to work with them and uh look at it, as it is a positive thing and a chance for growth and for improvement, I agree, um, ok, anybody else would like to add any comments?”

Council Member Luis Cabrera, “yea, vice mayor so the city manager will take care of the fire chief and police chief evaluations done?”

Vice Mayor Africa Luna-Carrasco, “well, Tadeo, you mentioned that on their contract it mentions that they are to be evaluated by council, is that correct?”

Mr. De La Hoya, “council and city manager, may, we can evaluate them every month, I can evaluate them every month, just give me directions as to how you want me to proceed, the contract does say that every year council, and city manager and/or city manager may, so you guys tell me and I will follow direction”.

Council Member Luis Cabrera, “before we close the discussion, I think Ralph should have a clear direction of what to work on, so I think he can focus on the position of the city manager, the city attorney and then he can work with the judge and her, um, system, Judge Haws from Yuma to get her formal evaluation done, um, if need be, that way, that is what I think, I do not know how the rest of you feel and then city manager can just take care of the fire chief’s and police chief’s annual evaluations, like they do with every other director position”

Vice Mayor Africa Luna-Carrasco, “Ralph how do you feel about that, you think is something that uh, you can work on?”

Mr. Velez, “I think is a little confusing, if you are going to play the fair game, you should do them all the same way and not be isolating positions, and that is what I’m saying it is not quite, I thought the conducting the evals, um, would be, I did talk to Council Member Torres regarding certain positions, how do they evaluate and who to be evaluated, but if we are going to be doing like a 180 on certain positions, then it should be done on all and not on some, that is my opinion”.

Vice Mayor Africa Luna-Carrasco, “my opinion is also that we keep it fair, we keep it straight not be um, just some positions and some not, so, yeah, I think my opinion is that we are fair across the board”

Council Member Gloria Torres, "vice-mayor may I ask a question, like Eulogio, does he evaluate his staff? Like each department, evaluate their staff?"

Vice Mayor Africa Luna-Carrasco, "Tadeo, can you give us a little run down on how the evaluation process, um works with department heads and their subordinates?"

Mr. De La Hoya, "that, uh department heads, some of them evaluate their direct reports only, and then supervisor's do their direct report employees".

Vice Mayor Africa Luna-Carrasco, "so then everybody gets evaluated annually?"

Mr. De La Hoya, "they should, not all of them do though, and that went away since, uh, I can't remember the year, previous HR director took away the three or five percent increase after passing their probationary period, um, that went away, so it is usually done on most employees, but I want to check with HR first for a correct answer, but department heads only evaluate their direct reports".

Council Member Gloria Torres, "thank you".

Council Member Jose Ponce, "vice-mayor can I make a last comment?"

Vice Mayor Africa Luna-Carrasco, "of course".

Council Member Jose Ponce, "I want to make a suggestion, I mean, I feel that we should not include the judge in the evaluation, I mean that is my suggestion".

Ms. Echavarria, "and if I may Mr. Ponce, judges um, with all due respect should be evaluated, um but, it should be done the correct way, we are the court, we are the judicial branch, we are separate from the city, we are a separate branch of government and for those reasons, judges are not influenced or they do not fall under intimidation or you know whatever the case might be, that is why there is a process and the process needs to be adopted or it has been adopted by the Arizona Supreme Court, and there is a way, I'm not sure if you have seen but Judge Haws issued an administrative order regarding court employees and I'm all for being evaluated, I'm doing my job and if I'm not doing my job correctly then I would want to know because, you know I do not want to make the same mistakes I'm dealing with people's lives, and but I will say there is always two sides to a story and so I would kindly ask the you don't, that council and the mayor do not just be driven by what one side you've heard and so I think everybody knows what I'm talking about so I will say no more, but I'm all for being evaluated and um, I can work with um, Ralph, we can get the AOC involved, we can get Judge Haws involved and go from there".

Council Member Jose Ponce, "thank you judge, yes I agree with you, what I'm saying I mean uh, we should let, I mean your system into let you, let the word. I think we should concentrate on some of the other people, but I mean you belong to a different level, so

that is my feeling, we should not get involved with your system, so I think, you know what I'm talking about Judge".

Council Member Africa Luna-Carrasco, "thank you Council Member Ponce, that is a good point and thank you judge and definitely agree we must follow the Arizona Supreme Court process, um, if there is no further comments to Ralph, do you want to continue looking into the matter to see what the proper way to perform the evaluations, will be because I see we are still kind of up in the air and there is like confusion uh, Gloria gave you a pretty much clear understanding of what she is asking but, maybe you should look into it to see if that is something that will work for us, um, and it's something that we can carry out."

Mr. Velez, "it is up to me or Council Member Torres?"

Vice Mayor Africa Luna-Carrasco, "to you".

Mr. Velez, "yeah, I can do that".

Vice Mayor Africa Luna-Carrasco, "okay, all right is okay, um, Council Member Torres with the direction, or would you like to add something else?"

Council Member Gloria Torres, "yes, I'm sorry, I was on mute, I'm sorry".

Vice Mayor Africa Luna-Carrasco, "are you okay with the direction for Ralph to continue looking into, um, conducting, the evaluations, in the proper way?"

Council Member Gloria Torres, "yes, yes".

Vice Mayor Africa Luna-Carrasco, "and if there is something that works for us that fits our needs and what we want to proceed with?"

Council Member Gloria Torres, "yes, yes we proceed with it".

Vice Mayor Africa Luna-Carrasco, "if there are no more further comments can I can I get a motion to adjourn".

3. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Luis Cabrera to adjourn the Work Session at approximately 9:18 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Luis Cabrera	Aye

Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres

Aye
Aye
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 Work Session minutes for the City Council of the City of San Luis, Arizona, held on May 5, 2021. 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

Regular City Council Meeting

5. B.

Meeting Date: 05/26/2021

Summary

DISBURSEMENTS FROM MAY 4, 2021 TO MAY 17, 2021

Total Disbursements \$889,508.99

(Eight Hundred Eighty-Nine Thousand, Five-Hundred Eight Dollars and Ninety-Nine Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING MAY 26, 2021
Disbursement Report from 05/04/2021 TO 05/17/2021

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	5/06/2021	\$ 310,757.29	Schedule A
Payroll Check Account	5/11/2021	\$ 4,791.80	Schedule B
Payroll Check Account	5/11/2021	\$ 347,212.81	Schedule C
Accounts Payable Check Account	5/13/2021	\$ 226,747.09	Schedule D

Total Disbursements: \$ 889,508.99

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

Prepared by David A. Espitia: David Espitia

Verified by Director of Finance: [Signature] 5-17-21

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2021 MAY 17 P 4:42

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis

Payment Register

From Payment Date: 5/3/2021 - To Payment Date: 5/6/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
97974	05/03/2021	Open			Accounts Payable	CODE 3 TECHNOLOGY LLC	\$27,997.45		
97975	05/03/2021	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	\$195.33		
97976	05/03/2021	Open			Accounts Payable	HERNANDEZ, JERRY	\$400.00		
97977	05/04/2021	Open			Accounts Payable	RUIZ, ANDREA	\$284.68		
97978	05/04/2021	Open			Accounts Payable	JAIZU ENTERTAINMENT PROMOTIONS LLC	\$5,917.19		
97979	05/05/2021	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$2,810.06		
97980	05/05/2021	Open			Accounts Payable	SUPERIOR YUMA CONTRACTORS	\$830.33		
97981	05/06/2021	Open			Accounts Payable	DIAZ, ESTELA	\$60.10		
97982	05/06/2021	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
97983	05/06/2021	Open			Accounts Payable	FLORES, MARCO, A	\$60.93		
97984	05/06/2021	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$291.54		
97985	05/06/2021	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$40.00		
97986	05/06/2021	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
97987	05/06/2021	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
97988	05/06/2021	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,988.65		
97989	05/06/2021	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$550.50		
97990	05/06/2021	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$193.50		
97991	05/06/2021	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,316.94		
97992	05/06/2021	Open			Accounts Payable	RAMCAT ENTERPRISE	\$525.00		
97993	05/06/2021	Open			Accounts Payable	4 IMPRINT	\$1,632.13		
97994	05/06/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$962.32		
97995	05/06/2021	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$300.00		
97996	05/06/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
97997	05/06/2021	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$5,957.84		
97998	05/06/2021	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$277.02		
97999	05/06/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$806.46		
98000	05/06/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$2,360.42		
98001	05/06/2021	Open			Accounts Payable	BILL ALEXANDER FORD	\$101.76		
98002	05/06/2021	Open			Accounts Payable	BLT ASPHALT LLC	\$2,364.74		
98003	05/06/2021	Open			Accounts Payable	BROADCAST MUSIC INC.	\$331.20		
98004	05/06/2021	Open			Accounts Payable	CBT NUGGETS, LLC	\$1,878.08		
98005	05/06/2021	Open			Accounts Payable	CDWG	\$3,818.36		
98006	05/06/2021	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$14,114.70		
98007	05/06/2021	Open			Accounts Payable	DAVIS, DAVID W.	\$1,163.94		
98008	05/06/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$210.00		
98009	05/06/2021	Open			Accounts Payable	DESERT WATER STORE INC	\$176.45		
98010	05/06/2021	Open			Accounts Payable	EXHIBITONE CORPORATION	\$800.00		

Payment Register

From Payment Date: 5/3/2021 - To Payment Date: 5/6/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
98011	05/06/2021	Open			Accounts Payable	FEDERAL EASTERN INTERNATIONAL LLC	\$81.51		
98012	05/06/2021	Open			Accounts Payable	FISHER CHEVROLET INC	\$46,901.01		
98013	05/06/2021	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	\$784.93		
98014	05/06/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,868.00		
98015	05/06/2021	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$2,398.39		
98016	05/06/2021	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$1,344.00		
98017	05/06/2021	Open			Accounts Payable	HANSBERGER REGRIGATION & ELECTRIC CO	\$748.00		
98018	05/06/2021	Open			Accounts Payable	HERNANDEZ, JERRY	\$1,200.00		
98019	05/06/2021	Open			Accounts Payable	IPS GROUP INC	\$551.48		
98020	05/06/2021	Open			Accounts Payable	IRON MOUNTAIN INC	\$96.12		
98021	05/06/2021	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$2,971.46		
98022	05/06/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$133.05		
98023	05/06/2021	Open			Accounts Payable	LEAGUE OF AZ CITIES & TOWNS	\$375.00		
98024	05/06/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$536.31		
98025	05/06/2021	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$995.50		
98026	05/06/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$70.40		
98027	05/06/2021	Open			Accounts Payable	OFFICE DEPOT	\$1,147.18		
98028	05/06/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$200.00		
98029	05/06/2021	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$125.76		
98030	05/06/2021	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	\$2,342.49		
98031	05/06/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$75.00		
98032	05/06/2021	Open			Accounts Payable	RADIOTRONICS, INC.	\$476.00		
98033	05/06/2021	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,583.33		
98034	05/06/2021	Open			Accounts Payable	ROACH PEST CONTROL	\$1,855.00		
98035	05/06/2021	Open			Accounts Payable	SAM'S CLUB	\$3,607.51		
98036	05/06/2021	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$10,530.98		
98037	05/06/2021	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$25,327.50		
98038	05/06/2021	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	\$890.00		
98039	05/06/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$2,027.75		
98040	05/06/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$1,905.16		
98041	05/06/2021	Open			Accounts Payable	SOUTHWEST RISK SERVICES	\$5,521.20		
98042	05/06/2021	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	\$465.00		
98043	05/06/2021	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$347.88		
98044	05/06/2021	Open			Accounts Payable	THE HOME DEPOT	\$1,511.57		
98045	05/06/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$2,453.36		
98046	05/06/2021	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$690.11		
98047	05/06/2021	Open			Accounts Payable	VILLA, CARLOS, ALBERTO	\$165.00		
98048	05/06/2021	Open			Accounts Payable	VIVEROS LOS PINOS	\$2,981.00		
98049	05/06/2021	Open			Accounts Payable	YUMA ASBESTOS SURVEYS LLC	\$3,325.00		
98050	05/06/2021	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$4,492.16		
98051	05/06/2021	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,176.03		
98052	05/06/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$5,343.08		

Payment Register

From Payment Date: 5/3/2021 - To Payment Date: 5/6/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
98053	05/06/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$400.95		
98054	05/06/2021	Open			Accounts Payable	ALLUVIAL MEDIA LLC	\$1,000.00		
98055	05/06/2021	Open			Accounts Payable	ALSCO, INC	\$4,462.67		
98056	05/06/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$556.22		
98057	05/06/2021	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$8,963.52		
98058	05/06/2021	Open			Accounts Payable	BUNGER STEEL, INC	\$15,482.00		
98059	05/06/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$887.91		
98060	05/06/2021	Open			Accounts Payable	FRANK CASSIDY PC	\$390.00		
98061	05/06/2021	Open			Accounts Payable	GUTIERREZ, JUAN, F	\$340.00		
98062	05/06/2021	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$233.68		
98063	05/06/2021	Open			Accounts Payable	HACH COMPANY	\$338.07		
98064	05/06/2021	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$16,534.35		
98065	05/06/2021	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,369.99		
98066	05/06/2021	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$53.00		
98067	05/06/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$1,200.00		
98068	05/06/2021	Open			Accounts Payable	ORTEGA, LUZ	\$73.00		
98069	05/06/2021	Open			Accounts Payable	RDO EQUIPMENT CO.	\$1,251.42		
98070	05/06/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$70.42		
98071	05/06/2021	Open			Accounts Payable	RM GRAPHICS	\$150.00		
98072	05/06/2021	Open			Accounts Payable	ROBLES-MIRANDA, JOSE, E	\$350.00		
98073	05/06/2021	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,440.00		
98074	05/06/2021	Open			Accounts Payable	USA BLUE BOOK	\$1,677.55		
98075	05/06/2021	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$19,708.94		
98076	05/06/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$45.37		
98077	05/06/2021	Open			Accounts Payable	ALVAREZ, MIGUEL	\$82.00		
98078	05/06/2021	Open			Accounts Payable	GUEVARA, ALAN	\$82.00		
98079	05/06/2021	Open			Accounts Payable	REYNOSO, NIGEL	\$82.00		
98080	05/06/2021	Open			Accounts Payable	VALENCIA, LINO	\$82.00		
Type Check Totals:							\$310,757.29		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	107	\$310,757.29	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 5/3/2021 - To Payment Date: 5/6/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	107	\$310,757.29	\$0.00	
Grand Totals:									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	107	\$310,757.29	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	107	\$310,757.29	\$0.00	
		Checks			Status	Count	Transaction Amount	Reconciled Amount	
					Open	107	\$310,757.29	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	107	\$310,757.29	\$0.00	
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	107	\$310,757.29	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	107	\$310,757.29	\$0.00	

Oriana
Duarte

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Duarte
DN: CN = Oriana Duarte
email = oduarte@sanluisaz.
gov O = US O = City of San
Luis, OU = Finance
Department
Date: 2021.05.06 17:45:40 -
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Pay Day Register

Pay Date Range 05/01/21 - 05/31/21

Pay Batch 202105M

Pay Batch 202105M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 2

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,750.00	ASRS Council	108.36 .00
806 - TELEPHONE STIPEND	.0000	200.00	Imputed Income		ASRS LTD Council	1.62 .00
Total	0.0000	\$7,750.00	FEDERAL TAX WITHHOLDING	93.01 5,870.83	Dental Council	249.44 .00
			SOCIAL SECURITY TAX	480.50 7,750.00	EODCRS - COUNCIL	108.00 1,800.00
			MEDICARE	112.35 7,750.00	EODCRS - DISABILITY	2.26 1,800.00
			STATE WITHHOLDING	115.44 5,870.83	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			ASRS Council	108.36 .00	Health Council	5,844.91 .00
			ASRS LTD Council	1.62 .00	Retirement Council EORP	2,979.36 4,850.00
			Council Retirement EORP	447.50 4,850.00	Vision Council	79.03 .00
			Dental Council	133.33 .00	Total	\$10,370.72
			EODCRS - COUNCIL	144.00 1,800.00		
			EODCRS - DISABILITY	2.26 1,800.00	Workers' Comp	Gross Base
			GARNISHMENT	221.11 .00	MUNICIPAL/ TOWN/	135.65 7,750.00
			Medical Council	1,004.81 .00	Total	\$135.65
			MISCELLANEOUS	55.00 .00		
			Vision Council	38.91 .00	Direct Deposits	Amount
			Net	\$4,791.80	1st Bank Yuma	730.79
					Chase Bank	688.14
					Federal Credit Union	1,081.33
					Navy Federal	700.95
					REALTORS FED CRED UNION	22.55
					WASHINGTON FEDERAL	797.18
					Wells Fargo	770.86
					Total	\$4,791.80
					Check	\$0.00

Monica Castro
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 DN: CN = Monica Castro email =
 mcastro@sanluisaz.gov C = AZ
 Date: 2021.05.11 08:57:27 -0700

**Pay Day Register**

Pay Date Range 04/24/21 - 05/07/21

Pay Batch 202110

PSPRS FIRE DB RATE - TIER 3	3,670.59	36,927.39	ATTORNEY- ALL & CLERICAL-	78.60	35,727.38
PSPRS FIRE DC RATE - TIER 3	173.93	1,932.53	AUTO SERVICE/ REPAIR	253.77	9,096.00
PSPRS FIRE DISABILITY RATE	27.25	1,932.53	BUILDING- NOC OPER BY	1,088.64	30,072.37
PSPRS POLICE DB RATE - TIER	3,022.20	39,505.95	BUS COMPANY AND DRIVERS	152.66	2,765.61
PSPRS POLICE DB RATE - TIER	2,074.72	17,808.80	CLERICAL OFFICE/ LIBRARY/	266.75	111,136.96
PSPRS POLICE DB RATE - TIER 2	906.65	7,782.47	Electrician	59.11	1,882.40
PSPRS POLICE DB RATE - TIER 3	2,096.81	21,094.56	FIREFIGHTERS & DRIVERS	5,448.12	124,386.22
STANDARD LIFE ADDTNL	973.93	.00	GARBAGE/ ASH/ REFUSE	280.10	4,481.61
TRANSWESTERN MEXICAN	96.76	.00	Homemaker Service	16.69	729.00
U.S. MEX DENTAL - EE &	595.37	.00	MUNICIPAL/ TOWN/	120.10	6,862.79
U.S. MEX DENTAL - EE &	123.18	.00	PARKS- NOC ALL EMPLOYEES	600.62	19,375.10
UNITED WAY	14.00	.00	POLICE OFFICERS	4,020.02	91,780.69
US & MEX DENTAL= FAMILY	666.12	.00	RECREATION- ALL EMPLOYEES/	222.21	16,221.04
US & MEX HEALTH = C	5,408.92	.00	SEWAGE DISPOSAL/ PLANT	597.26	17,362.66
US & MEX HEALTH = FAMILY	6,749.94	.00	Street or Road Construction	1,939.80	24,156.64
US & MEX HEALTH = SP	1,138.72	.00	WATERWORKS OPERATIONS	466.81	13,452.85
VSP - VISION FAMILY	687.94	.00	Total	\$15,674.87	
Net	\$347,212.81				

Monica Castro

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 mcastro@sanluisaz.gov C = AZ
 Date: 2021.05.11 17:45:28 -0700

Direct Deposits	Amount
1st Bank Yuma	28,407.03
ACADEMY BANK	2,766.58
Bank of America	1,428.52
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	164,742.51
chase centro	1,039.17
Federal Credit Union	33,489.98
FF CREDIT UNION	1,726.02
FIREFIGHTER FIRST CREDIT UNION	4,338.29
FIRST NATIONAL BANK TEXAS	1,551.90
GREEN DOT BANK	412.52
MIT FEDERAL CREDIT UNION	464.91
National Bank	4,556.56
Navy Federal	20,716.62
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	647.99
Sunbank	1,129.62
THE FOOTHILLS BANK	451.19
USAA FEDERAL SAVING	3,594.14
WASHINGTON FEDERAL	1,078.51
Wells Fargo	70,301.91
WELLS FARGO CA	1,331.32
Total	\$344,645.29

Payment Register

From Payment Date: 5/10/2021 - To Payment Date: 5/13/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
98081	05/10/2021	Open			Accounts Payable	MARKETINK DESIGN AND PRINTING	\$3,155.29		
98082	05/11/2021	Open			Accounts Payable	FERNANDEZ, ROBERT	\$108.00		
98083	05/11/2021	Open			Accounts Payable	HOWER, JARED	\$248.00		
98084	05/11/2021	Open			Accounts Payable	LOPEZ, ENRIQUE	\$108.00		
98085	05/11/2021	Open			Accounts Payable	O'FALLA, CRISTIAN	\$108.00		
98086	05/11/2021	Open			Accounts Payable	RODARTE, RODRIGO	\$108.00		
98087	05/11/2021	Open			Accounts Payable	RUIZ DE RUIZ, GUILLERMINA	\$119.05		
98088	05/12/2021	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$985.51		
98089	05/12/2021	Open			Accounts Payable	BALSINO, PETER, M	\$262.49		
98090	05/12/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
98091	05/12/2021	Open			Accounts Payable	FOP/ALC	\$375.00		
98092	05/12/2021	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	\$311.10		
98093	05/12/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
98094	05/12/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$345.00		
98095	05/12/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,067.41		
98096	05/12/2021	Open			Accounts Payable	UNITED STATES TREASURY	\$221.11		
98097	05/12/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
98098	05/12/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$99.50		
98099	05/12/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$975.00		
98100	05/13/2021	Open			Accounts Payable	ALSCO, INC	\$28.22		
98101	05/13/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,022.90		
98102	05/13/2021	Open			Accounts Payable	ANDERSON HYDRAULICS INC	\$208.17		
98103	05/13/2021	Open			Accounts Payable	ARIZONA PROSECUTING ATTORNEY'S ADVISORY COUNCIL	\$100.00		
98104	05/13/2021	Open			Accounts Payable	ARIZONA SUPREME COURT	\$375.00		
98105	05/13/2021	Open			Accounts Payable	ARIZONA TOWN HALL	\$500.00		
98106	05/13/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$375.37		
98107	05/13/2021	Open			Accounts Payable	BILL ALEXANDER FORD	\$494.47		
98108	05/13/2021	Open			Accounts Payable	CATS ARMS, LLC	\$5,922.80		
98109	05/13/2021	Open			Accounts Payable	CDWG	\$407.76		
98110	05/13/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$35.00		
98111	05/13/2021	Open			Accounts Payable	DESERT WATER STORE INC	\$24.90		
98112	05/13/2021	Open			Accounts Payable	FDC RESCUE, LLC	\$1,742.25		
98113	05/13/2021	Open			Accounts Payable	FISHER CHEVROLET INC	\$107.71		
98114	05/13/2021	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	\$340.96		
98115	05/13/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$120.00		
98116	05/13/2021	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$296.13		
98117	05/13/2021	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$4,166.67		
98118	05/13/2021	Open			Accounts Payable	IMLA	\$625.00		

Schedule D

Payment Register

From Payment Date: 5/10/2021 - To Payment Date: 5/13/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
98119	05/13/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$450.00		
98120	05/13/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$539.82		
98121	05/13/2021	Open			Accounts Payable	LOOMIS	\$795.79		
98122	05/13/2021	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$32,422.00		
98123	05/13/2021	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$302.00		
98124	05/13/2021	Open			Accounts Payable	MIDWAY CHEVROLET	\$50,473.94		
98125	05/13/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$378.66		
98126	05/13/2021	Open			Accounts Payable	OFFICE DEPOT	\$812.64		
98127	05/13/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$7,800.00		
98128	05/13/2021	Open			Accounts Payable	PURCELL TIRE CO.	\$1,559.78		
98129	05/13/2021	Open			Accounts Payable	RM GRAPHICS	\$1,112.50		
98130	05/13/2021	Open			Accounts Payable	RODRIGUEZ, PERLA	\$300.00		
98131	05/13/2021	Open			Accounts Payable	SIGN MASTERS	\$1,650.00		
98132	05/13/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$402.80		
98133	05/13/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,120.00		
98134	05/13/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$17,755.94		
98135	05/13/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$134.09		
98136	05/13/2021	Open			Accounts Payable	SOUTHWEST BOOT CO INC	\$393.64		
98137	05/13/2021	Open			Accounts Payable	SPECTRUM BUSINESS	\$175.23		
98138	05/13/2021	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,386.09		
98139	05/13/2021	Open			Accounts Payable	STRYKER SALES CORPORATION	\$10,976.40		
98140	05/13/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$335.66		
98141	05/13/2021	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$301.50		
98142	05/13/2021	Open			Accounts Payable	US POST MASTER	\$2,864.76		
98143	05/13/2021	Open			Accounts Payable	USA BLUE BOOK	\$61.89		
98144	05/13/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$726.71		
98145	05/13/2021	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$1,322.81		
98146	05/13/2021	Open			Accounts Payable	YUMA SUN INC	\$3,308.76		
98147	05/13/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$129.24		
98148	05/13/2021	Open			Accounts Payable	ZOLL MEDICAL CORP	\$59,123.72		
Type Check Totals:					68 Transactions		\$226,747.09		

1BYPAYABLE - 1st BY Accounts Payable Totals

Payment Register

From Payment Date: 5/10/2021 - To Payment Date: 5/13/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	68	\$226,747.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	68	\$226,747.09	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	68	\$226,747.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	68	\$226,747.09	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	68	\$226,747.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	68	\$226,747.09	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	68	\$226,747.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	68	\$226,747.09	\$0.00	

Digitally signed by: David
Espitia
DN: CN = David Espitia
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gov C = US O = City of San
Luis OU = Finance
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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 05/26/2021

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding an urgent requirement for electrical control panel improvements for Lift Station 300. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff seeks approval for \$48,117.40 for additional work required to upgrade the lift station's pump electrical control panel.

The emerging requirement to replace the pump electrical control panel at Lift Station 300, this action is urgently required to ensure reliable and safe operation of the lift station. This action will upgrade the pump control panel by replacing all three "soft starters". The most responsive and cost effective approach to replacing the panel will be via in-house Public Works labor (assigned electrician), using commercially-procured equipment and materials. We are in receipt of a \$48,117.40 quote from James, Cooke & Hobson, Inc. (JCH) for the required equipment/materials. Sole Source authorization is appropriate for this purchase in the interest of standardization of the City's wastewater control systems, improving maintainability and reducing life-cycle operation and maintenance costs.

The staff recommends that formal bidding procedures be waived for the emerging pump electrical control panel requirement, as allowed under the San Luis City Code-Purchasing Section 36.01(H), and that the project be procured through the quote process (sole source) to save approximately four weeks of advertising time. Upon receipt of equipment and materials, in-house installation will have a short duration of less than three weeks.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE PURCHASE OF \$49,118.00 FROM THE BOND CAPITAL OUTLAY BUDGET ACCOUNT AND, APPROVE CONTRACTING WITH JAMES, COOKE & HOBSON, INC. FOR THE REQUIRED EQUIPMENT AND MATERIALS FOR LIFT STATION 300 CONTROL PANEL REPLACEMENT, AND WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

YES

CITY/STATE/FEDERAL FUNDS:

BOND

TOTAL:

\$48,117.40

BUDGETED AMOUNT:

See fiscal impact stmt

AVAILABLE AMOUNT TO TRANSFER:

\$49,118

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 310-311-90015.350 Capital
Outlay - CIP \$1,320,000.00

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

We have budgeted \$1,320,000 for unforeseen allowable bond projects. We are requesting council approval to utilize \$48,117.40 of this budget for the upgrade costs of lift station.

Attachments

Pump Control Panel



Sales Engineers

QUOTATION #: 20210512BLEL-1

Page 1 of 2

DATE: MAY 12, 2021

TO: CITY OF SAN LUIS

Job Name: **SAN LUIS LS # 300**
PUMP CONTROL PANEL

ATTN: ANDREI GONZALEZ

Location: San Luis, AZ
Quoted By: Eric Loring, P.E.

Bid Date: ASAP

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Prices do not include any sales and/or use taxes. Applicable taxes will be added to the invoice at the rate in effect at the time of shipment. Interest shall accrue on past due amounts of 1.5% per month. Freight terms are F.O.B. factory, full freight allowed.

QTY	Description	Each	Total
-----	-------------	------	-------

SAN LUIS LS # 300 - PUMP CONTROL PANEL - NEW

- 1 Triplex Pump Control Panel (NEMA 3R, Painted Steel Enclosure 72x60x16 with 12-inch floor stand; legs). Standard panel shall include the following options: HydroRanger operation with float-based back-up, high level alarm light, ETM's, power monitor, Allen Bradley Soft starters (SMC-3), FLYGT Mini-Cas (Ready) alarm and shut-down, pilot lights with OmniSite CB Cellular Autodialer.

Panel will be basically the same features and function as Juan Sanchez existing panel. Two (2) starters to be 70 HP (FLYGT Pumps) and One (1) starter to be 100 HP (Vaughn Pump)

Start-up service (1 Trip, 1 Day) with Operator Training.

TOTAL PRICE	FREIGHT <u>INCLUDED</u>	
	FOB FACTORY	\$ 44,307.00

Applicable Taxes are NOT included in the above pricing, TAX \$ 3,810.40

TOTAL \$ 48,117.40

CONTINUED....

Phone: (602) 243-0585 3501 E. BROADWAY ROAD PHOENIX, AZ 85040 Fax (602) 276-5402

NOT INCLUDING: Installation, wiring, Vaughn Moisture/Temp relay (existing relay to be Re-used).

DELIVERY SCHEDULE:

PANEL

10-12

WEEKS ARO

NOTE:

Factory reports that they should be able to supply this panel in 8-10 weeks as the enclosures are the biggest supply chain hang up currently and cannot be improved at this time.

We would need your "Green Light" and PO as soon as possible to secure these dates and get this within your fiscal year between now and June 30, 2021.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THE ABOVE WORK!

Gilberto Torres
05/18/21



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 05/26/2021

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

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding an unforeseen cost increase for previously approved Lift Station 300. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff seeks approval for a \$19,432.06 cost increase associated with the previously-approved urgent rehab of the lift station by DPE Construction, Inc.

The cost increase for previously-completed work, on February 24, 2021, the Council approved \$81,000 for urgent replacement of Lift Station 300 pipes by DPE Construction Inc. During DPE's execution of the City-approved repairs, unforeseen site conditions were encountered that significantly increased the number of hours/days that DPE needed to complete the repairs and that also required DPE to keep in place, and operate, a temporary sewage bypass line for several days longer than planned. The \$19,432.06 proposal/claim that DPE has submitted for the additional work will increase the final cost of the contract from \$81,000 to \$100,432.06.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO TRANSFER \$19,433.00 FROM THE CAPITAL OUTLAY BUDGET TO THE MAINTENANCE/OTHER BUDGET AND TO APPROVE THE UNFORESEEN \$19,433.00 COST INCREASE FOR DPE CONSTRUCTION, INC. FOR COMPLETION OF ADDITIONAL REQUIRED WORK FOR LIFT STATION 300.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	BOND
TOTAL:	\$19,432.06
BUDGETED AMOUNT:	See fiscal impact stmt
AVAILABLE AMOUNT TO TRANSFER:	\$19,433.06
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay- 310-311-90015.350
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

We have budgeted \$1,320,000 for the remaining bond funds. This budget is not allocated to any project. We are asking council approval to use this budget \$19,433.06 to cover the costs increase of this project.

Attachments

Cost Proposal - DPE

DPE Construction, Inc.



1636-A E. 20th Street

Yuma, Az. 85365

Contact: Esteban Hernandez

Phone: 928-783-7885

Fax: 928-343-1016

Quote To: City of San Luis
Attn: Eulogio Vera
Email: Evera@cityofsanluis.org
Phone:
Cell Number:

Today's Date: 05/20/2021
Job Name: Lift Station Improvements
Date of Plans:
Revision Date:
Addenda:
Location: San Luis, AZ

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Extra Work- Lift Station	1.00	LS	19,432.06	19,432.06
GRAND TOTAL					19,432.06

NOTES:

Bid Includes:

****ADDITIONAL****Sewer bypass, sewer bypass watch, labor and equipment.

*City of San Luis tax rate is included in pricing, DPE Construction provided confined space equipment and personnel as required for install of brackets.

Bid Excludes: Bond, APS/Cable/telephone/gas trenching of any kind, Connection Fees, Impact Fees, Landscaping. All material to be provided by owner.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: Payment to be made as follows: See Pricing Schedule Above

Billing shall be submitted on or before the end of each month. Payment shall be made within 14 days in accordance with ARS Sec. 15-213 as amended July 18, 2000 by SB 1549. Interest for overdue invoices shall be computed at 1 ½% per month.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature_____

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

DPE Construction, Inc.

1636-A E. 20th Street
Yuma, AZ 85365

PCO No.: 1

May 20, 2021

PCO Detail Worksheet

Description: Additonal work compelted at San Luis Lift Station, See attached cost report.

DPE Construction, Inc.

DPE Gen. Conditions:	<u>Please refer to attached direct cost report.</u>	-
DPE Labor:	<u>"</u>	5,639.00
DPE Perm. Material:	<u>"</u>	-
DPE Const. Material:	<u>"</u>	954.00
DPE Equipment:	<u>"</u>	420.00
Misc.	<u>Bypass Pump and Plugs</u>	9,202.00

DPE Construction, Inc. SubTotal	16,215.00
DPE OH&P @ 12%	1,945.80
DPE Construction, Inc. Total	<u>18,160.80</u>

PCO Total

Subcontractor Total	-
DPE Construction, Inc. Total	18,160.80
DPE Sub Total	<u>18,160.80</u>

Bond @ 0.00%	-
Subtotal	<u>18,160.80</u>

Gross Receipts Tax @ 7.00%	1,271.26
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Total	<u>19,432.06</u>
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Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 1000										
Description =	Extra Work- Lift Station		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
50310-99	Lift Station		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 50	WC: AZ0001		
<u>4001</u>	(Mod) Sewer Service		35.00 CH	Prod:	0.0000	Lab Pcs:		4.00	Eqp Pcs:	2.00
3L901.1	Ext. Ladder	1.00	35.00 HR	2.250		79				79
3L902	Safety Equipment	2.00	70.00 HR	12.500		875				875
4BYPASS	Sewer Bypass	1.00	1.00 LS	8,110.269					8,110	8,110
4PLUGS.1	Sewer Plugs	1.00	1.00 LS	1,091.760					1,092	1,092
809-165	Pickup truck	2.00	70.00 HR	6.000				420		420
FP	Pipe Foreman	1.00	35.00 MH	28.000	1,458					1,458
GS	General Superintendent	1.00	35.00 MH	45.000	2,277					2,277
O1	Operator	1.00	35.00 MH	18.000	976					976
SL	Skilled Labor	1.00	35.00 MH	17.000	928					928
\$16,214.40	140.0000 MH/LS		140.00 MH	[3780]	5,639		954	420	9,202	16,214
=====> Item Totals: 1000 - Extra Work- Lift Station										
\$16,214.40	140.0000 MH/LS		140.00 MH	[3780]	5,639		954	420	9,202	16,214
16,214.400	1 LS				5,638.62		953.75	420.00	9,202.03	16,214.40
\$16,214.40	*** Report Totals ***		140.00 MH		5,639		954	420	9,202	16,214

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB NOTES

Estimate created on: 10/12/2020 by User#: 3 - Esteban Hernandez

Source estimate used: Y:\HEAVYBID\EST\ESTMAST

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

36 4/9

40 5/8 (Default Calendar)

50 5/10

60 5/12



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 05/26/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2174. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a development and protected development rights agreement for an electricity generator using a solar wind tower with the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.). **ITEM CONTINUED FROM THE SPECIAL COUNCIL MEETING HELD MAY 19, 2021. (Glenn Gimbut, Assistant City Attorney; Eulogio Vera, Director of Public Works, Jenny Torres, Economic Development Manager, Jose Guzman, Director of Planning & Zoning; and Ron Pickett of Arizona Green Power)**

SUMMARY:

On May 5th, Ron Pickett presented an update on the progress of the solar wind energy tower project at the City Council's Work Session

The Development and Protected Development Rights Agreement expired. Staff prepared a new agreement with the name changes of the entities now involved in the project and other updates due to current estimates of water needs and a revised timeline in Exhibit B to the Agreement. Under Arizona Statutes the Agreement is for three (3) years with the possibility of two (2) one-year (1-year) extensions.

On May 12th, Council granted a continuance for staff and Mr. Pickett to work out further details on the agreement. The final agreement will be provided to Council as soon as it is ready.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2174.

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):

This item does not affect the budget. The Agreement provides for the Developer to pay for any specialized inspections that may be needed in the permitting process.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 05/26/2021

Department Head: Nohemy Echavarria, Magistrate, Court

Submitted By: Nohemy Echavarria, Magistrate, Court

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2176. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving the addendum to the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona and Yuma County for the purpose of providing mandatory weekend and holiday court services for the San Luis Municipal Court.
(Nohemy Echavarria, Magistrate)

SUMMARY:

The City of San Luis has previously entered into an Intergovernmental Agreement (IGA) with Yuma County, and it's justice courts to provide for weekend and holiday coverage for San Luis Municipal Court. Under Rule 4.1 of the Arizona Rules of Criminal Procedure, a person who is arrested must be brought before a judge within 24 hours, even on weekends and holidays. Under this IGA, Yuma County provides a judge and other necessary personnel and materials to conduct hearings on weekends and holidays to cover all the local courts. The City of San Luis has entered into this IGA for several years, and under the contract, the city agrees to pay Yuma County based on the caseload calculated during the fiscal year. Cost varies from year-to-year, but has always been under \$1,500.00, with the amount in 2020/2021 being \$601.00. Staff is requesting that City Council approve the Addendum in the amount of \$815.00.

It shall automatically be renewed and extended for up to four (4) successive one (1) year terms, beginning on July1, 2021 as indicated in the attached IGA.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ADOPT AND APPROVE RESOLUTION NO. 2176 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	815.00
BUDGETED AMOUNT:	815.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-160-80000 N/A
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	
Total budget under 100-160-80000, contractual services for FY 2021-2022.	

Attachments

Resolution No. 2176

Weekend and Holiday Court Coverage



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2176

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, YUMA COUNTY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN YUMA COUNTY AND THE CITY OF SAN LUIS, FOR THE PURPOSE OF PROVIDING MANDATORY WEEKEND AND HOLIDAY MUNICIPAL COURT COVERAGE.

WHEREAS, the City of San Luis, Yuma County, Arizona, desires to exercise the option to extend a previous Intergovernmental Agreement with Yuma County for the provision of mandatory weekend and court services for the San Luis Municipal Court; and

WHEREAS, all parties to the Intergovernmental Agreement desire to exercise the option to extend said agreement;

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

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

Section 3: That this Intergovernmental Agreement shall automatically be renewed and extended for up to four (4) successive one (1) year terms (each, a "Renewal Term") beginning on July 1, 2021, and at the expiration of each successive term, unless either Party gives written notice of the other Party no later than thirty (30) days prior to the expiration of the then-current term that such notifying Party does not wish to renew this agreement.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona,
this _____ day of May 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Justice Court 1st Precinct**INVOICE**

250 W. 2nd Street, Suite A
Yuma Arizona 85364
Phone 928-817-4100 Fax 928-817-4101

RECEIVED

2021 MAY 10 P 3:48

INVOICE #1
DATE: APRIL 28, 2021

TO: SONIA CORNELIO
City Clerk
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349

FOR: CITY OF SAN LUIS
Weekend and Holiday Court services
Weekend Interpreter

DESCRIPTION	AMOUNT
Weekend and Holiday Court services (Carly Sandoval)	\$10,455.00
Weekend and Holiday Court services (Yolanda Torok)	\$2,700.00
Weekend interpreter services	\$2,083.00
Supplies and forms	\$1,053.00
Total	\$16,291.00
San Luis Municipal Court Percentage 5%	\$815.00
TOTAL	\$815.00

Make all checks payable to Yuma County Justice Court, 1st Precinct
Payment is due within 30 days.

If you have any questions concerning this invoice, contact Martin A. Mendez, Justice Court Administrator, 817-4111,
Mmende2@Courts.az.gov

Thank you for your business!

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YUMA COUNTY AND CITY OF SAN LUIS
FOR
Weekend and Holiday Municipal Court Coverage

This Intergovernmental Agreement ("IGA" or "Agreement") is between Yuma County, a body politic and corporate of the State of Arizona, (hereinafter referred to as the "County") and the City of SAN LUIS, a body politic and corporate of the State of Arizona (hereinafter referred to as the "City"). In consideration of the mutual promise contained herein, the parties agree as follows:

RECITALS:

A. WHEREAS, COUNTY and CITY may contract for services and enter into agreement with one another for joint or cooperative action pursuant A.R.S. §11.952(A)1, et seq.; and

B. WHEREAS, CITY is required to establish a municipal Court pursuant to A.R.S. §22.402(A); and

C. WHEREAS, pursuant to A.R.S. §22.402 (C) (1) a City may enter into an intergovernmental agreement to provide the services of a Municipal Court with a Justice Court Initial Appearance Master in whose jurisdiction the CITY is located and the COUNTY in which the CITY is located; and

D. WHEREAS, CITY desires to have a COUNTY Justice Court Initial Appearance Master preside over all CITY Court initial appearances occurring on weekends and holidays.

NOW THEREFORE, CITY and COUNTY, pursuant to the above recitals, and in consideration of the matters and things herein set forth, do mutually agree as follows:

1. PURPOSE AND SCOPE:

The purpose of this IGA is to set forth the responsibilities of the parties for the coverage by the COUNTY Justice Court Initial Appearance Master for all CITY Court initial appearances occurring on weekend and holidays pursuant to Arizona Rules of Criminal Procedures 4.2 and 7.2

2. TERMS:

This IGA shall commence on July 1, 2021 and shall remain in full force and effect until June 30, 2022, unless terminated as otherwise provided in this IGA. This IGA shall automatically be renewed and extended for up to four (4) successive one (1) year terms (each, a "Renewal Term") beginning on July 1, 2021 and at the expiration of each successive term unless either Party gives written notice to the other Party no later than

thirty (30) days prior to expiration of the then-current term that such notifying Party does not wish to renew this agreement. In such event, this Agreement shall terminate upon the expiration of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect. All previously executed IGA'S pertaining to weekend court coverage shall sunset upon the execution of this document.

3. THE PARTIES AGREE AS FOLLOWS:

A. COUNTY:

The COUNTY Justice Court Initial Appearance Master will prepare and process all required paperwork for initial appearance of defendants brought before the Court on weekends and holidays on violations to be adjudicated in the CITY Court. The initial appearance will be conducted in accordance with the Arizona Rules of Criminal Procedures 4.2 and 7.2.

B. CITY:

1. The CITY shall pay the COUNTY \$815.00 based upon percentage of cases seen by the Initial Appearance Master during the fiscal year beginning July 1, 2020 thru June 30, 2021, for court services rendered pursuant to this IGA. The referenced amount includes the cost of required interpreter services, supplies and forms. The payment of such fees is not contingent upon the occurrences of any particular number of initial appearances processed by COUNTY and on behalf of CITY on any given weekend or holiday.

2. Payment will be remitted to the COUNTY within thirty (30) days of receipt of COUNTY's invoice.

C. TERMINATIONS/NOTICES:

This IGA may be terminated for any reason by either party upon sixty (60) days written notice by either party, or by mutual written agreement of the parties. All notices require or permitted by this IGA shall be given by registered or certified U.S mail, postage prepaid or personally delivered, at the address shown below. Notices will be deemed received at the time of actual receipt, evidenced by a receipted copy (in the case of notices that are personally delivered) or by the Postal Service receipt, or ten (10) calendar day after mailing, whichever comes first, in case of notices that are mailed.

CITY of SAN LUIS ADDRESS
City of SAN LUIS
SAN LUIS Municipal Court
P.O. Box 1670
SAN LUIS, AZ. 85349-0429

YUMA COUNTY ADDRESS
Yuma County Justice Court
Attn: Justice Court Administrator
250 W. 2nd Street Suite A
Yuma, Az. 85384

D. RESPONSIBILITIES:

1) Each party agrees to be responsible for the conduct of its operations and performance of contract obligations. Each party agrees to be responsible for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents, employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

E. CANCELLATION FOR CONFLICT OF INTEREST:

This IGA may be cancelled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.

F. NON-ASSIGNABILITY:

Neither party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

G. COMPLIANCE WITH NON-DISCRIMINATION LAWS:

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, title VII of the Civil Rights Acts of 1964, as amended, the Age of Discrimination in Employment Act and the State Executive Order No. 75-5 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities, all parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in employment or advancement of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the American with Disabilities Acts (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 C. F. R. parts 35 and 36.

H. E-VERIFY REQUIREMENTS:

1. That COUNTY and CITY warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A.
2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. That COUNTY and CITY retain the legal right to inspect the papers of any COUNTY and CITY employee who works on the contract to ensure that the COUNTY and CITY is complying with the warranty under paragraph 1.
4. COUNTY and CITY shall establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors to ensure that the contractors and subcontractors are complying with their warranties.

5. COUNTY and CITY shall not deem a government entity contractor or subcontractor in material breach of a contract if COUNTY and CITY establishes that it has complied with the employment verification provisions prescribed by sections 274a and 274b of the federal immigration and nationality act and the e-verify requirements prescribed by section 23-214, subsection A.

I. RIGHTS/OBLIGATIONS OF PARTIES ONLY:

The terms of this IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization. Nothing expressed herein, shall affect the legal liability of either party to this IGA by imposing any standard of care different from the standard of care imposed by law.

J. ENTIRE IGA:

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signing by the parties to the IGA.

K. SEVERABILITY:

The parties agree that should any part of this IGA be held to be invalid by a court of law, the remainder of the IGA shall remaining full force and effect with those offending portions omitted.

L. COMPLIANCE WITH GOVERNING LAWS:

The parties shall comply with all federal, state, and local laws, Rules and Regulations, Standards and Executive Orders without limitations to that designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of the state agencies required by statutes and Executive Order.

M. NON-APPROPRIATION:

Notwithstanding any other provision of this IGA, this IGA may be terminated, if for any reason the CITY's governing body does not appropriate sufficient monies for the purpose of maintaining this IGA. A failure to appropriate sufficient monies will not, however, relive the CITY of its statutory responsibilities under Arizona law.

N. NO JOINT VENTURE:

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between COUNTY and CITY employees, or between CITY and COUNTY employees. Neither party shall be held liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold social security and income taxes for itself or any of its employees.

IN WITNESS WHEREOF, the parties hereto have executed the IGA on the dates written below.

YUMA COUNTY:

TONY REYES, Chairman
Yuma County Board of Supervisors

Date

Approved as to form:

Jon R. Smith
Yuma County Attorney

Date

City of San Luis:

Tadeo A. De La Hoya
San Luis City Administrator

Date

Attest:

Sonia Cornelio
San Luis City Clerk

Date

Approved as to form:

Kay M. Macuil
San Luis City Attorney

Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 05/26/2021

Department Head: Mary French-Jones, Grants Writer, Administration, Economic Development

Submitted By: Mary French-Jones, Grants Writer, Administration, Economic Development

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2177. A resolution of the Mayor and City Council of the City of San Luis authorizing the submission of an application for FY 2021 Community Development Block Grant (CDBG) Regional Account funds and FY 2021 State Special Projects (CDBG SSP) funds, certifying that said applications meet the community's previously identified housing and community development needs and the requirements of the Arizona Department of Housing (ADOH) Community Development Block Grant Program, and authorizing all actions necessary to implement and complete the activities outlined in said applications.

(Mary French-Jones, Grant Writer and Jenny Torres, Economic Development Manager)

- A. Open public hearing
 - 1. Presentation by staff
 - 2. Call to the public on this item
- B. Close public hearing
- C. Action on Resolution No. 2177

SUMMARY:

The Arizona Department of Housing Community Development Block Grant (CDBG) Program requires that a public hearing be held at a regular meeting of the local governing body to allow citizens to comment on the proposed projects to be funded CDBG funds, and adopt resolutions selecting the project(s) for application(s) advancing for CDBG funding.

Staff is recommending prioritizing the following projects as 1) Priority #1 Mesa Street Improvements Project for CDBG Regional Account funding, 2) Priority #2 Rancho Los Oros Improvements Phase 3 for CDBG Regional Account (alternate application) funding; and Rancho Los Oros Improvements Phase 2 for Community Development Block Grant State Special Projects funding.

The City of San Luis is eligible to submit one (1) Regional Account application and one (1) State Special Project for FY 2021 CDBG funding.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING

- 1. Presentation by staff
- 2. Call to the public on this item

B. I MOVE TO CLOSE PUBLIC HEARING

C. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2177, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: YES
TOTAL: 1,749,488
BUDGETED AMOUNT: See fiscal impact stmt
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

We are allocating budget capacity in FY 2020 budget \$1,749,488 for the completion of these projects as follows. GL accounts to be determined:

Matching Funds:

Matching funds for Mesa Street CDBG-RA	\$486,317.00
Matching Rancho funds for Los Oros II CDBG-SSP	\$223,000.00

Grant Funds Budget Allocation:	\$1,040,171
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If is not feasible to complete Mesa project next year, the funds allocated to the Mesa project will be utilized to pursue Rancho Los Oros III project (CDBG_RA Alternate). This project requires \$70,115.00 match which is less than the amount we have allocated in the budget for Mesa Street. No need to increase budget for alternate. Only two projects can be completed in one year.

Attachments

Resolution No. 2177



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2177

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR FY 2021 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND FY 2021 STATE SPECIAL PROJECT FUNDS (CDBG-SSP), CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATIONS; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY.

WHEREAS, the City of San Luis, Arizona, is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant/State Special Project Programs (CDBG-CDBG-SSP); and

WHEREAS, the State CDBG/CDBG-SSP Programs require that CDBG funds requested address one of three Congressionally mandated National Objectives; and

WHEREAS, the activities within the applications address the community's identified housing and community development needs, including the needs of moderate-and low-income persons; and

WHEREAS, an Applicant for State CDBG/CDBG SSP funds is required to comply with the program guidelines and Federal Statutes and regulations.

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

Section 1. The City Council authorizes applications to be made to the State of Arizona Department of Housing for FY 2021 CDBG funds and FY 2021 CDBG-SSP funds, and authorizes the Mayor to sign applications, contract or grant documents for receipt of and use of these funds for "Mesa Street Improvements Project, Rancho Los Oros Phase 2 Improvements and Rancho Los Oros Improvements Phase 3 (alternate application)"; and

authorizes the Mayor to take all actions necessary to implement and complete the activities submitted in said applications;

Section 2. The applications for State CDBG/CDBG-SSP funds meet the requirements for low and moderate-income benefit activities, aids in the prevention or elimination of slum and blight, or addresses an urgent need which poses a threat to health; and

Section 3. The City of San Luis, Arizona will comply with all State CDBG/CDBG-SSP Program Guidelines, Federal Statutes and regulations applicable to the State CDBG/CDBG-SSP Program and the certifications contained in the applications.

Section 4. Conflicting Provisions: in the event of a conflict between provisions of this resolution and any other resolution, order, regulation or policy of the City of San Luis, the conflicting provisions are repealed, superseded and replaced, and the provisions of this resolution shall govern.

Section 3. Severability: 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 ordinance

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, County of Yuma this ____ day of May 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 05/26/2021

Department Head: Mary French-Jones, Grants Writer, Administration, Economic Development

Submitted By: Mary French-Jones, Grants Writer, Administration, Economic Development

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2178. A resolution of the Mayor and City Council of the City of San Luis, Arizona, County of Yuma, committing local funds as leverage for FY 2021 Community Development Block Grant applications. **(Mary French-Jones, Grant Writer and Jenny Torres, Economic Development Manager)**

SUMMARY:

Upon advancement of FY 2021 Community Development Block Grant Regional Account (CDBG-RA) Arizona Department of Housing allocation is \$540,171.00 for the City of San Luis. A local leverage commitment of \$486,317.00 by the City of San Luis will assist in completing the Mesa Street Improvements Project.

Upon advancement of FY2021 Community Development Block Grant Regional Account (CDBG-RA Alternate Application) Arizona Department of Housing allocation is \$540,171 for the City of San Luis. A local leverage commitment of \$70,115.00 by the City of San Luis will assist in completing the Rancho Los Oros Phase 3 Project.

The FY 2021 Community Development Block Grant State Special Project (CDBG-SSP) maximum award amount is \$500,000.00 for an application. Contingent on award a local leverage commitment of \$223,000.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2178, COMMITTING CITY FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$1,749,488
BUDGETED AMOUNT: See Fiscal Impact Statement
AVAILABLE AMOUNT TO TRANSFER: See Fiscal Impact Statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See Fiscal Impact Statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

We are allocating budget capacity in FY 2020 budget \$1,749,488 for the completion of these projects as follows. GL accounts to be determined:

Matching funds for Mesa Street CDBG-RA	\$486,317.00
Matching Rancho funds for Los Oros II CDBG-SSP	\$223,000.00
Grant Funds Budget Allocation:	\$1,040,171

If is not feasible to complete Mesa project next year, the funds allocated to the Mesa project will be utilized to pursue Rancho Los Oros III project (CDBG_RA Alternate). This project requires \$70,115.00 match which is less than the amount we have allocated in the budget for Mesa Street. No need to increase budget for alternate. Only two projects can be completed in one year.

Attachments

Resolution No. 2178



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2178

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, COUNTY OF YUMA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY.

WHEREAS, the City of San Luis has adopted Resolution No. 2177 which authorizes submission of applications to the State of Arizona Department of Housing (ADOH) for Community Development Block Grant (CDBG) funds for FY 2021; and

WHEREAS, said application indicates that \$486,317.00 will be committed by the City of San Luis as leveraged funds, in the form of **cash** to be used to implement Activity #2 Mesa Street Improvements; and

WHEREAS, said application indicates that \$223,000.00 will be committed by the City of San Luis as leveraged funds, in the form of **cash** to be used to implement Activity #2 Rancho Los Oros Improvements Phase 2; and

WHEREAS, said application indicates that \$70,115 will be committed by the City of San Luis as leverage funds, in the form of **cash** to be used to implement Activity #2 Rancho Los Oros Phase 3; and

WHEREAS, the CDBG Program requires that all local leveraged funds be committed in the form of a resolution by the governing body, and that such a commitment contain an opinion by the applicant's legal counsel that the leveraged funds represent a binding commitment, legally enforceable under State laws.

NOW, THEREFORE, BE IT RESOLVED based on the foregoing and by the Mayor and City Council of the City of San Luis, Arizona, County of Yuma:

Section 1. The City Council hereby commits \$486,317.00 to the CDBG Program, to be used for the following: Mesa Street Improvements, hereby commit \$70,115.00 to the CDBG Program, be used for the following Rancho Los Oros Phase 3 (alternate application), and commit \$223,000.00 to CDBG-SSP Program, to be used for construction efforts, contingent upon the receipt of FY 2021 CDBG assistance; and that the Mayor and City Council of the City of San Luis, Arizona, County of Yuma hereby state that this commitment is legally binding

based on the legal opinion of the City of San Luis attorney, and that such funds will be available for an audit at the termination of the grant, if so required by ADOH.

Section 2. Conflicting Provisions: In the event of a conflict between the provisions of this resolution and any other resolution, regulation or policy of the City of San Luis, the conflicting provisions are repealed, superseded and replaced, and the provision of this resolution shall govern.

Section 3. Severability: 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 ordinance

PASSED, ADOPTED AND APPROVED by Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____ day of May 2021.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. G.

Meeting Date: 05/26/2021

Department Head: Tadeo A. De La Hoya, City Administrator, Administration

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2179. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending section HR-4-03(A) of the City of San Luis personnel policies relating to holidays, adding a remembrance day to commemorate the COVID-19 pandemic. **(Mayor Gerardo Sanchez)**

SUMMARY:

A day of the COVID-19 pandemic remembrance is proposed to remember the loved ones lost, the long-term health struggles of the survivors of COVID-19, and perseverance through it all to provide services to the City of San Luis.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2179.

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.

Attachments

Resolution No. 2179



Resolution

No. 2179

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING SECTION HR-4-03(A) OF THE CITY OF SAN LUIS PERSONNEL POLICIES RELATING TO HOLIDAYS, ADDING A REMEMBRANCE DAY TO COMMEMORATE THE COVID-19 PANDEMIC.

WHEREAS, the last Monday in October would be an appropriate day of remembrance and to commemorate the historic COVID-19 pandemic; and

WHEREAS, in 2020, COVID-19 exponentially spread throughout the world; and

WHEREAS, the COVID-19 pandemic has had a disastrous impact on human life, the economy and the local San Luis community; and

WHEREAS, the impacts will continue as people mourn the loss of loved ones and survivors of the disease suffer long-term health effects; and

WHEREAS, public servants, frontline workers, essential workers, and first responders selflessly and tirelessly continued throughout the COVID-19 pandemic even when there were no treatments or vaccines to find ways to keep serving the community; and

WHEREAS, the City of San Luis took measures to prevent the spread of the disease by promoting mask-wearing and organizing vaccination events; and

WHEREAS, the lives lost and the sacrifices made shall be remembered; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, State of Arizona as a demonstration of their appreciation of the perseverance of the employees of the City of San Luis through the COVID-19 pandemic:

Section 1. Section HR-4-03(A) of the City of San Luis Personnel Policies is deleted and replaced as follows:

HR-4-03 Holidays.

- A. City service holidays. Holidays shall be observed on the day they occur unless the Holiday falls on a Saturday, at which time the Holiday will be observed the Friday preceding it, and if the Holiday falls on a Sunday, it will be observed the following Monday. The City observes 12 holidays as follows:

1.	January 1 st	"New Year's Day"
2.	3 rd Monday in January	"Martin Luther King, Jr. / Civil Rights Day"
3.	3 rd Monday in February	"Lincoln-Washington / Presidents' Day"
4.	March 31 st	"César Chávez Day"
5.	Last Monday in May	"Memorial Day"
6.	July 4 th	"Independence Day"
7.	1 st Monday in September	"Labor Day"
8.	2 nd Monday in October	"Columbus Day"
9.	Last Monday in October	"COVID-19 Remembrance Day"
10.	November 11 th	"Veterans' Day"
11.	4 th Thursday in November	"Thanksgiving Day"
12.	December 25 th	"Christmas Day"

PASSED, APPROVED and ADOPTED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of May 2021.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. H.

Meeting Date: 05/26/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2180. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Palencia Hills Development Agreement between the City of San Luis, Arizona, and Salmos 127:1 LLC, and repealing Resolution No. 2146.

(Jose A. Guzman, Director of Planning and Zoning)

SUMMARY:

The Development Agreement between the City of San Luis, Arizona and Salmos 127:1, LLC, pertains to Rezoning Case No. 2020-0474B - Palencia Hills Subdivision.

A request by Edais Engineering, on behalf of, Salmos 127:1, LLC, owner, to amend conditions on Low-Density Residential (R1-20) zoning as approved by Ordinance No. 402. The property is located at Quintero Avenue & County 22nd Street, Assessor Parcel ID No. 211-31-012.

A development agreement for this project has been approved by City Council by Resolution No. 2146. The conditions of the development agreement are in Article 2. Special Provisions for Infrastructure and are listed as follows:

- 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 22nd Street between Las Quintas De San Luis 3 subdivision and 10th 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 the 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 a 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, the 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.

AMENDMENT REQUEST:

The applicant submitted a request to amend the conditions on the development agreement. Since the rezoning approved by Ordinance No. 402 was conditioned on the development agreement approved by Resolution No. 2146, the rezoning processed was done as a regular process to give the opportunity to the public to comment or ask questions regarding this request. This rezoning request (Rezoning Case No. 2020-0474B) will be presented to City Council during the same meeting for approval if the new development agreement (Resolution No. 2180) is approved. If both items get approved by City Council we will proceed with the final plat of this subdivision and present it to City Council for approval.

The owner request is to change the following conditions:

- 2.4 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.

This condition was proposed by staff in order to create pedestrian connectivity, however, the owner mentioned that this request is not feasible for the number of lots to be constructed and the cost it requires. This recommendation from staff is not a requirement of our regulations. The regulations require the owner to improve half of the street directly in front of the subdivision.

Since the layout of the subdivision changed and now is proposed to be a gated community, staff is proposing the following changes:

- The Development Agreement was approved based on a layout with 10 lots, the new proposal is 19 lots. The plat is part of the agreement as "Exhibit 2: Conceptual Plan" and will be updated with the new conceptual plan.
- The name for the future subdivision was changed from "Las Quintas de San Luis 3" to "Palencia Hills" and the agreement needs to be changed appropriately.
- The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions(CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas, and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.

NEW DEVELOPMENT AGREEMENT:

A new development agreement for this project has been proposed and the Draft is attached to this report. The term and conditions of the Agreement (Resolution No. 2180) includes the following commitments:

- 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 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 the 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.
- 2.5 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.
- 2.6 Owner agrees to obtain ownership of necessary right-of-way for improvements.
- 2.7 Owner agrees to submit a 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, the 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.
- 2.8 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.
- 2.9 The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions(CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas, and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If the applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.
- 2.10 The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

Additionally, the following changes will be made to the actual agreement:

- The name for the future subdivision was changed from "Las Quintas de San Luis 3" to "Palencia Hills" and the agreement needs to be changed appropriately.
- An agreement will be made with the new owner of the property.
- The Development Agreement was approved based on a layout with 10 lots, the new proposal is 19 lots. The plat is part of the agreement as "Exhibit 2: Conceptual Plan" and will be updated with the new conceptual plan.

STAFF RECOMMENDATION:

The resolution is written so that it only becomes effective upon passage of the rezoning. Staff recommends approval of Resolution No. 2180.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2180.

Fiscal Impact

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

Attachments

Resolution No. 2180
Resolution No. 2180- Exhibit 1- Palencia Hills Development Agreement



Resolution

NO. 2180

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING PALENCIA HILLS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SALMOS 127:1, L.L.C. AND REPEALING RESOLUTION NO. 2146.

WHEREAS, on November 10, 2020, the City of San Luis passed Resolution No. 2146 approving a development agreement with Riedel Holdings, L.L.C. for Las Quintas de San Luis 3 Subdivision project to be located in San Luis, Arizona; and

WHEREAS, on April 13, 2021, staff received a request by Riedel Holdings, L.L.C. to change the conditions of the development agreement approved by Resolution No. 2146; and

WHEREAS, on April 18, 2021, the property was sold to Salmos 127:1 L.L.C.; Owner, and desires to continue with the request to change the conditions of the development agreement approved by Resolution No. 2146; and

WHEREAS, the City of San Luis and Jose Palencia, Salmos 127:1, L.L.C.; Owner, desires to enter into a development agreement for Palencia Hills project to be located in San Luis, Arizona; 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 parties desire to enter into such agreement; 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. 2146 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 Ordinance No. 416 passing;

SECTION 3. That the development agreement proposed by city staff is a condition upon Ordinance No. 416 if the rezoning passes.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of May, 2021.

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

PALENCIA HILLS DEVELOPMENT AGREEMENT

Rezoning Case Number 2020-0474B

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of this ____ day of May 2021 (“**Effective Date**”) by and between the City of San Luis, an Arizona municipal corporation (the “**City**”), and Salmos 127:1, 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, Salmos 127:1, 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 City’s governing body has authorized execution of this Agreement by Resolution No. 2180.

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 Salmos 127:1, 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 Palencia Hills 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 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.

2.5 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.

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

2.7 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.

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

2.9 The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.

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: Salmos 127:1, L.L.C.
 P.O. Box 2754
 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

APPROVED AS TO FORM:

ATTEST:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Salmos 127 1, L.L.C.

Signature

Print Name

Title

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ on behalf of Salmos 127 1, L.L.C.

Notary Public

My Commission Expires: _____

Exhibit 1

**Legal Description of Property
Development Agreement Palencia Hills**

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 Palencia Hills

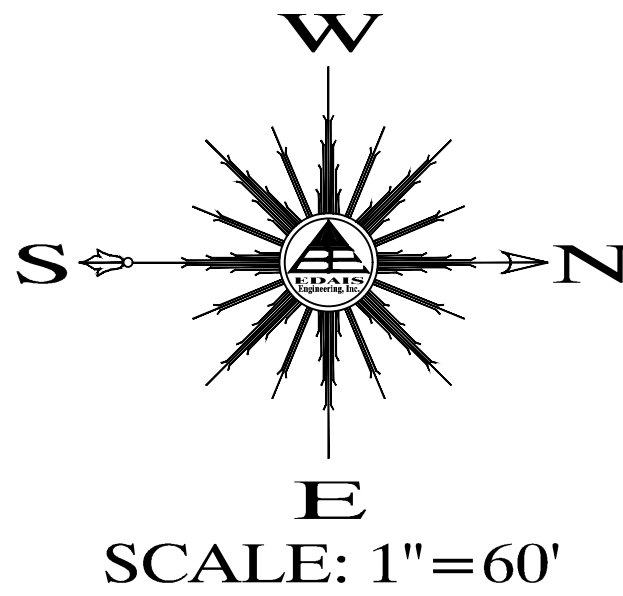
Exhibit 2

PALENCIA HILLS SUBDIVISION

A SUBDIVISION OF PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R. ALSO BEING A PORTION OF THE SOUTH HALF OF 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

FINAL PLAT



OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF PLATS,
PAGE _____

KEYNOTES

- 1 NEW 1' NON-ACCESS EASEMENT
- 2 NEW 8' UTILITY & C&TY EASEMENT
- 3 NEW 20' FRONT YARD SETBACK LINE
- 4 NEW 5' DRAINAGE EASEMENT LINE

TRACT AREAS

TRACT "A"	21,395.53 SF
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LEGEND

--- CENTERLINE
--- BOUNDARY LINE
--- RIGHT OF WAY LINE
--- EXISTING LOTS
--- NEW PROPERTY LINE

LOT AREAS

LOT	AREA(SF)	LOT	AREA(SF)
1	20019.04	10	20000.94
2	20009.34	11	20000.73
3	20043.38	12	20048.58
4	20062.13	13	200673.15
5	20026.57	14	20063.40
6	20029.15	15	20085.71
7	20031.51	16	20626.62
8	20071.65	17	20706.69
9	22165.88	18	20104.83

- 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
([1]) DATA REFER TO BARKLEY LOT SPLIT No. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66. 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

OPEN SPACE CALCULATION

TOTAL AREA = 10.47 ACRES (456,108 SF)
OPEN SPACE REQUIRED = 2% (9,122 SF)
OPEN SPACE PROVIDED = 21,273 SF
= 21,273 SF > 9,122 SF ** OK

CURVE DATA

Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	80.71	50.00	92°29'28"	C12	169.47	355.29	27°19'51"
C2	126.49	50.00	144°56'42"	C13	193.91	628.65	17°39'50"
C3	194.53	410.28	27°10'00"	C14	16220.61	465.28	27°10'00"
C4	190.91	287.87	37°59'48"	C15	193.854	628.700	5°26'20"
C5	146.85	537.67	14°40'00"	C16			
C6	195.71	410.29	27°19'52"	C17			
C7	176.85	573.65	17°39'50"	C18			
C8	50.02	50.00	57°18'59"	C19			
C9	154.43	232.87	37°59'48"	C20			
C10	294.48	444.05	37°59'49"	C21			
C11	160.93	628.67	14°40'00"				

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT SALMOS 127 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2021, CAUSED A PORTION OF THE SW1/4 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, TRACTS & STREETS UNDER THE NAME OF "PALENCIA HILLS SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "PALENCIA HILLS SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREET BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND SALMOS 127 1 LLC, AS OWNER, RESERVE THE USE OF TRACT "A" AND "B" FOR THE COMMON USAGE BY RESIDENTS OF "PALENCIA HILLS SUBDIVISION", THE EASEMENTS AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH.

IN WITNESS WHEREOF: SALMOS 127 1 LLC, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF JOSE PALENCIA, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2021.

BY: _____
JOSE PALENCIA, MEMBER
SALMOS 127 1 LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____, 2021 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: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMED QUINTERO AVENUE, IS AN DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

APPROVED

STATE OF ARIZONA)
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 _____
DIRECTOR OF PLANNING & ZONING _____ DATE _____
CITY ENGINEER _____ DATE _____
CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SUBDIVIDER/OWNER

SALMOS 127 1 LLC.
P.O. BOX 2754
SAN LUIS, ARIZONA 85349
(928) 345-8646
PARCEL NUMBER: 211-31-012
CURRENT ZONING: R1-20

BASIS OF BEARING

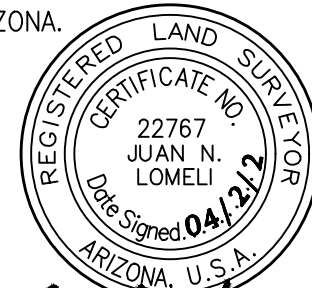
THE SOUTH LINE OF THE SW1/4 OF SECTION 6, T11S, R24W NAMEDLY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 66-68, YCR.

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. LOMELI

R.L.S. 22767

PREPARED BY:

Edais Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. I.

Meeting Date: 05/26/2021

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

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

Action Requested: Motion
Ordinance
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2020-0474B and Ordinance No. 416. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the conditions on Low-Density Residential (R1-20) zoning, as approved by Ordinance No. 402, on property located at Quintero Avenue & County 22nd Street. **(Jose A. Guzman, Director of Planning & 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. 416 by title only
(City Clerk to read the ordinance by title only)
- D. Action on Ordinance No. 416

SUMMARY:

This is a request by Edais Engineering, on behalf of, Salmos 127:1, LLC., owner, to amend conditions on Low-Density Residential (R1-20) zoning as approved by Ordinance No. 402 on the property is located at Quintero Avenue & County 22nd Street.

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 Medium Density Residential (MDR) in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to the designation (Page 2-9). The MDR Land Use designation allows detached single-family residential density range up to one dwelling unit per acre.

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 (9 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 §18.15.010(C)), a Citizen Review meeting was held at City Hall on May 5, 2021, 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 received any comments or questions prior to the meeting.

ANALYSIS:

A development agreement for this project has been approved by City Council by Resolution No. 2146. The conditions of the development agreement are in Article 2. Special Provisions for Infrastructure and are listed as follows:

- 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 22nd Street between Las Quintas De San Luis 3 subdivision and 10th 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 the 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 a 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, the 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.

AMENDMENT REQUEST:

The reason for this request is to amend the conditions on the development agreement. Since the rezoning was conditioned on the development agreement, the rezoning process was done as a regular rezoning to give the opportunity to the public to comment or ask questions regarding this request. This rezoning request will be presented to City Council during the same meeting of the new proposed

development agreement with the amended conditions. If the development agreement is approved, then the rezoning will be presented for approval.

The owner request is to change the following conditions:

- 2.4 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.

This condition was proposed by staff in order to create pedestrian connectivity, however, the owner mentioned that this request is not feasible for the number of lots to be constructed and the cost it requires. This recommendation from staff is not a requirement of our regulations. The regulations require the owner to improve half of the street directly in front of the subdivision.

Since the layout of the subdivision changed and now is proposed to be a gated community, staff is proposing the following changes:

- The Development Agreement was approved based on a layout with 10 lots, the new proposal is 19 lots. The plat is part of the agreement as "Exhibit 2: Conceptual Plan" and will be updated with the new conceptual plan.
- The name for the future subdivision was changed from "Las Quintas de San Luis 3" to "Palencia Hills" and the agreement needs to change appropriately.
- The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions(CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas, and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If the applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.

PLANNING AND ZONING COMMISSION:

This item was presented to the Planning and Zoning Commission at their regular meeting of May 11, 2021. The Commission recommended approval of this item with the conditions as presented by staff. Staff presented the request to amend the conditions as set for in Resolution No. 2146 Development Agreement and recommended approval of the rezoning with additional conditions mentioned above. The Commission agreed with the conditions presented by staff and recommended approval of Rezoning Case No. 2020-0474B with the condition that City Council approves any amendments to the development agreement with the conditions proposed by staff.

NEW DEVELOPMENT AGREEMENT:

A new development agreement for this project has been created and will be presented to City Council prior to this item (Resolution No. 2180). Some conditions that are part of the new agreement are the following:

- 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 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 the 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.

- 2.5 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.
- 2.6 Owner agrees to obtain ownership of necessary right-of-way for improvements.
- 2.7 Owner agrees to submit a 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, the 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.
- 2.8 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.
- 2.9 The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions(CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas, and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If the applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.
- 2.10 The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

Additionally, the following changes will be made to the actual agreement:

- The name for the future subdivision was changed from "Las Quintas de San Luis 3" to "Palencia Hills" and the agreement needs to be changed appropriately.
- An agreement will be made with the new owner of the property.
- The Development Agreement was approved based on a layout with 10 lots, the new proposal is 19 lots. The plat is part of the agreement as "Exhibit 2: Conceptual Plan" and will be updated with the new conceptual plan.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for review of amendments to the conditions of rezoning as set for by Ordinance No. 402.

Staff recommends approval of Rezoning Case No. 2020-0474B and Ordinance No. 416 if Resolution No. 2180 - 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. 416 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. 2180 AND TO APPROVE

ORDINANCE NO. 416.

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. 416
Location Map
Aerial Picture
New Conceptual Plan
New Proposed Development Agreement
Resolution No. 2146- Development Agreement



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 416

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE CONDITIONS ON LOW DENSITY RESIDENTIAL (R1-20) ZONING, AS APPROVED BY ORDINANCE NO. 402, ON PROPERTY LOCATED AT QUINTERO AVENUE & COUNTY 22ND STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis approved Ordinance No. 402 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 owner of the property requested to amend the approval conditions of said rezoning; 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 new development agreement between the applicant and the City; and

WHEREAS, the City of San Luis staff created a new 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. 2180 as passed and adopted on May 26, 2021.

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. 2180 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 _____, 2021.

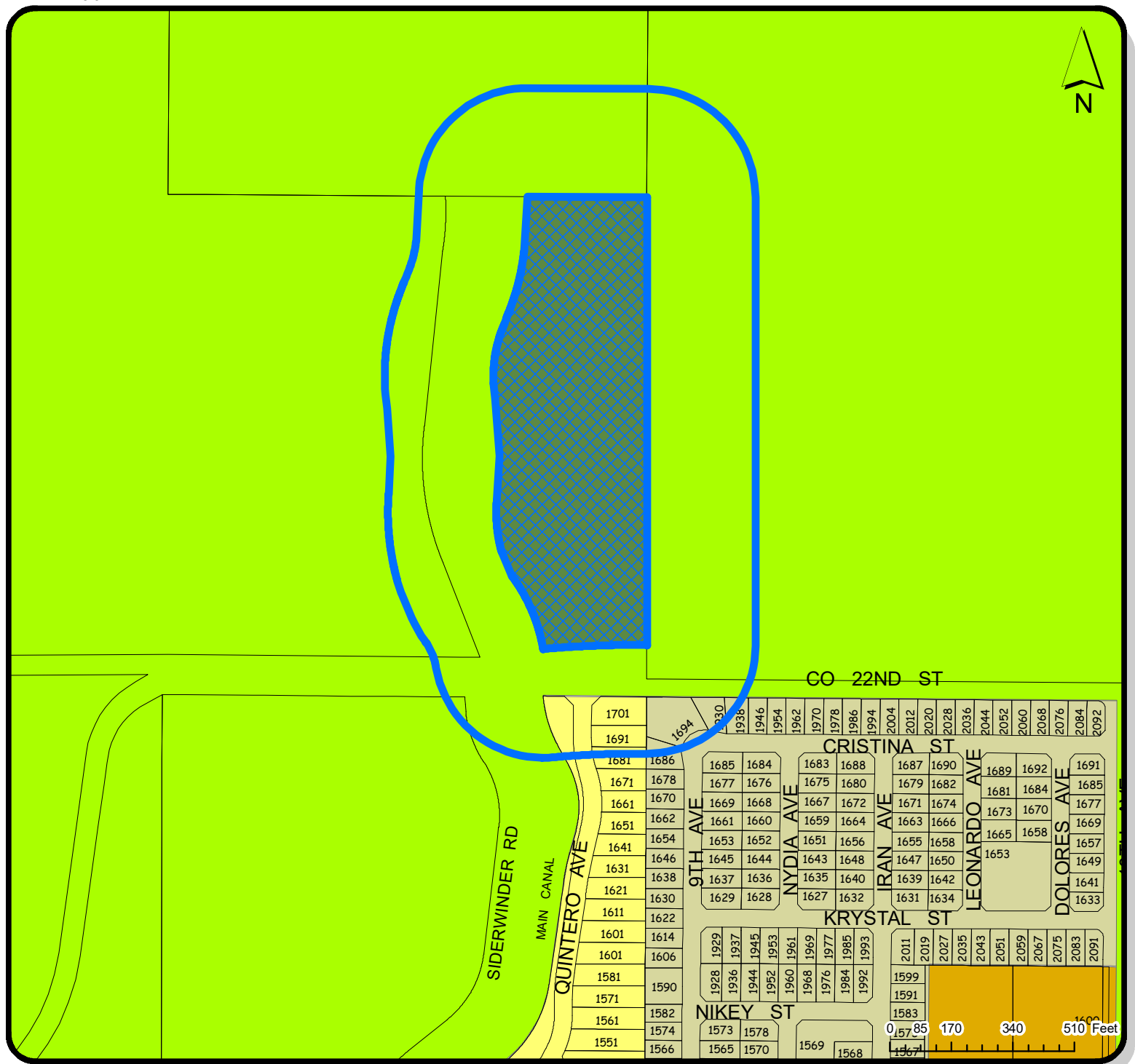
Gerardo Sanchez, Mayor

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:

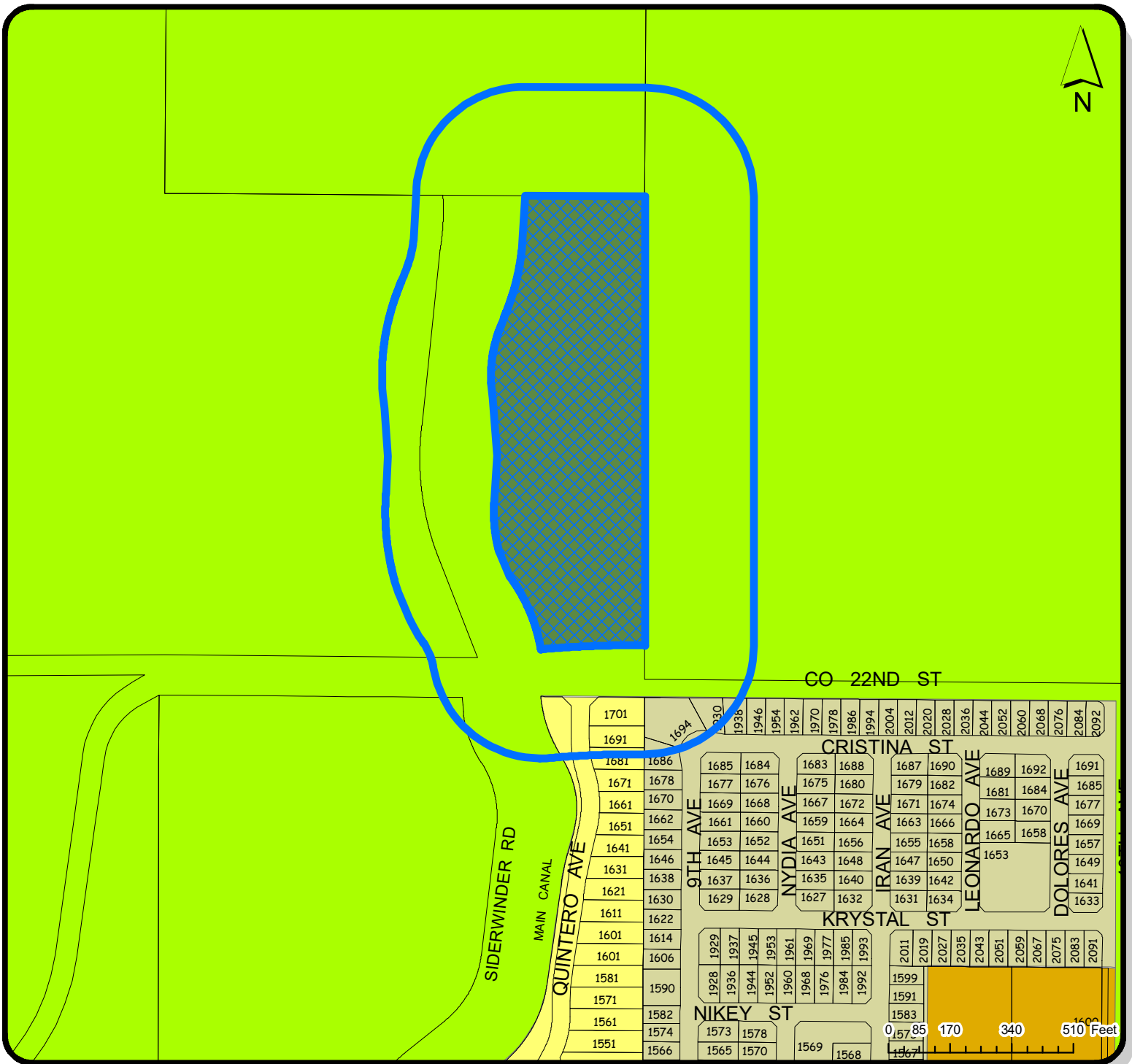
ISAAC GUTIERREZ

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 #
2020-0474B

 R1-12 TO  R1-20

DATE:
8/6/2020

PLANNING & ZONING

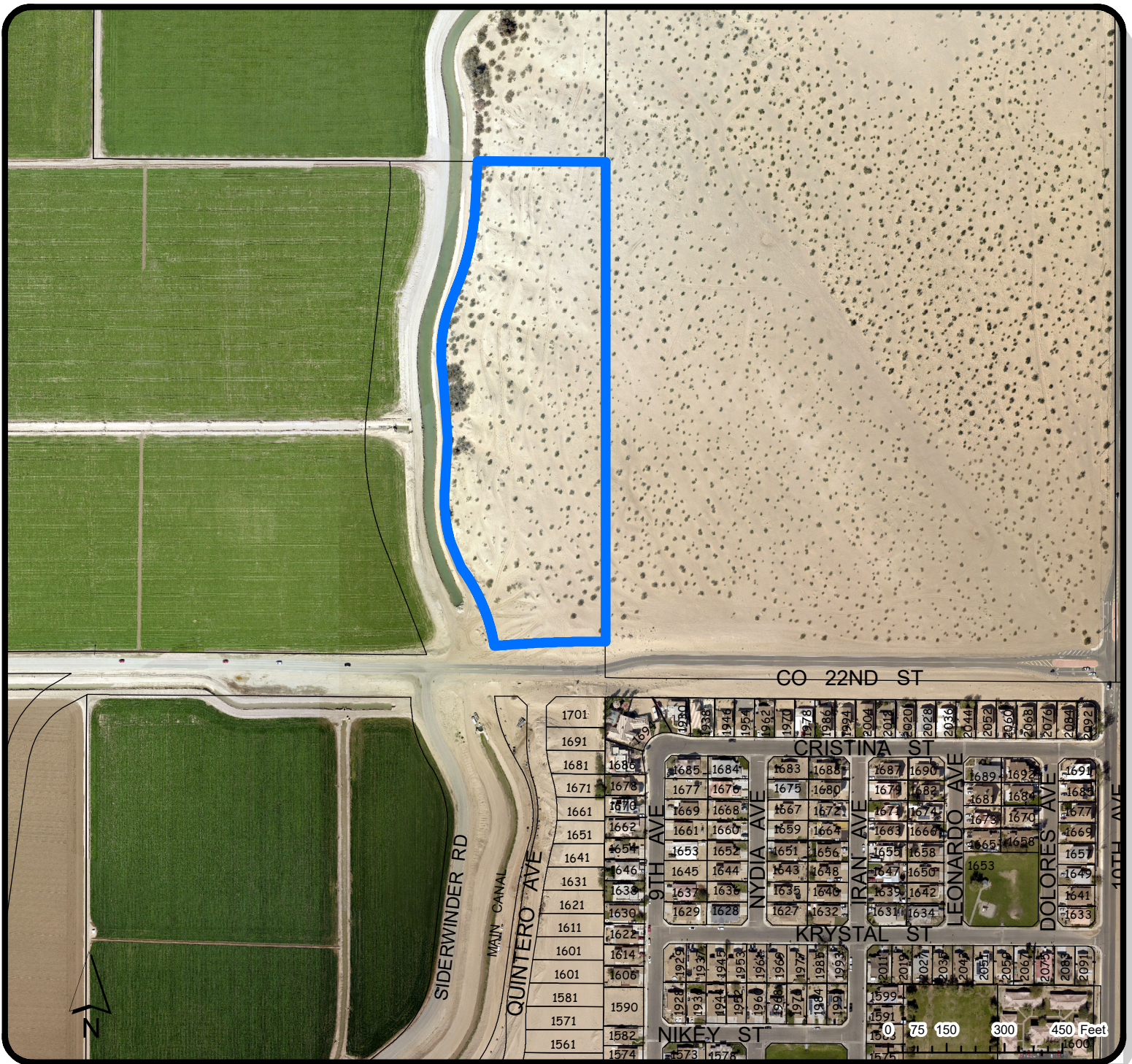


GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN

CHECKED BY:
ROMAN PACHECO



LOCATION OF SUBJECT PROPERTY

LOCATION MAP

REZONING

 PID:211-31-012

CASE #
2020-0474B

DATE:
8/6/2020

CHECKED BY:
ROMAN PACHECO

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

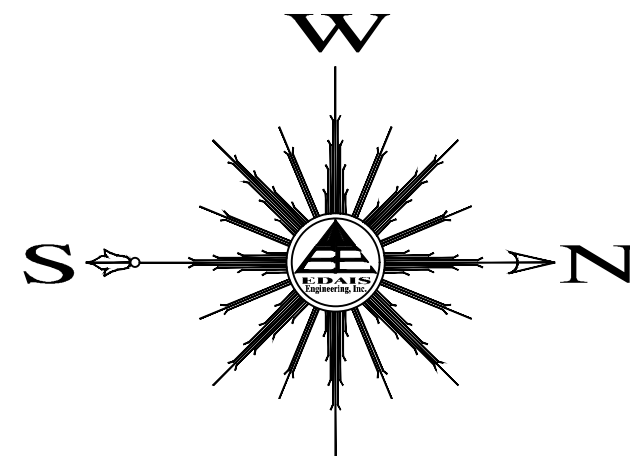
APPROVED BY:
JOSE A. GUZMAN

PALENCIA HILLS SUBDIVISION

A SUBDIVISION OF PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R. ALSO BEING A PORTION OF THE SOUTH HALF OF 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

FINAL PLAT



BOOK _____ OF PLATS,
PAGE _____

SCALE: 1"=60'

KEYNOTES

- 1 NEW 1' NON-ACCESS EASEMENT
- 2 NEW 8' UTILITY & C&TY EASEMENT
- 3 NEW 20' FRONT YARD SETBACK LINE
- 4 NEW 5' DRAINAGE EASEMENT LINE

TRACT AREAS

TRACT "A"	21,395.53 SF
-----------	--------------

LEGEND

--- CENTERLINE
--- BOUNDARY LINE
--- RIGHT OF WAY LINE
--- EXISTING LOTS
--- NEW PROPERTY LINE

LOT AREAS

LOT	AREA(SF)	LOT	AREA(SF)
1	20019.04	10	20000.94
2	20009.34	11	20000.73
3	20043.38	12	20048.58
4	20062.13	13	20067.15
5	20026.57	14	20063.40
6	20029.15	15	20085.71
7	20031.51	16	20026.62
8	20071.65	17	20706.69
9	22165.88	18	20104.83

- 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
([1]) DATA REFER TO BARKLEY LOT SPLIT No. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, 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

OPEN SPACE CALCULATION

TOTAL AREA = 10.47 ACRES (456,108 SF)
OPEN SPACE REQUIRED = 2% (9,122 SF)
OPEN SPACE PROVIDED = 21,273 SF
= 21,273 SF > 9,122 SF ** OK

CURVE DATA

Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	80.71	50.00	92°29'28"	C12	169.47	355.29	27°19'51"
C2	126.49	50.00	144°56'42"	C13	193.91	628.65	17°39'50"
C3	194.53	410.28	27°10'00"	C14	16220.61	465.28	27°10'00"
C4	190.91	287.87	37°59'48"	C15	193.854	628.700	5°26'20"
C5	146.85	537.67	14°40'00"	C16			
C6	195.71	410.29	27°19'52"	C17			
C7	176.85	573.65	17°39'50"	C18			
C8	50.02	50.00	57°18'59"	C19			
C9	154.43	232.87	37°59'48"	C20			
C10	294.48	444.05	37°59'49"	C21			
C11	160.93	628.67	14°40'00"				

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT SALMOS 127 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2021, CAUSED A PORTION OF THE SW1/4 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, TRACTS & STREETS UNDER THE NAME OF "PALENCIA HILLS SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "PALENCIA HILLS SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREET BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND SALMOS 127 1 LLC, AS OWNER, RESERVE THE USE OF TRACT "A" AND "B" FOR THE COMMON USAGE BY RESIDENTS OF "PALENCIA HILLS SUBDIVISION", THE EASEMENTS AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH.

IN WITNESS WHEREOF: SALMOS 127 1 LLC, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF JOSE PALENCIA, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2021.

BY: _____
JOSE PALENCIA, MEMBER
SALMOS 127 1 LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____ 2021 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: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMED QUINTERO AVENUE, IS AN DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

APPROVED

STATE OF ARIZONA)
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 _____
DIRECTOR OF PLANNING & ZONING _____ DATE _____
CITY ENGINEER _____ DATE _____
CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SUBDIVIDER/OWNER

SALMOS 127 1 LLC.
P.O. BOX 2754
SAN LUIS, ARIZONA 85349
(928) 345-8646
PARCEL NUMBER: 211-31-012
CURRENT ZONING: R1-20

BASIS OF BEARING

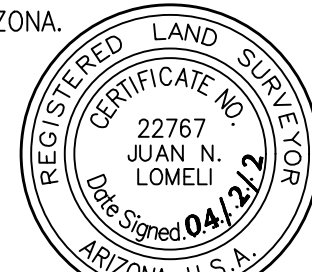
THE SOUTH LINE OF THE SW1/4 OF SECTION 6, T11S, R24W NAMEDLY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 66-68, YCR.

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. LOMELI

R.L.S. 22767

PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

PALENCIA HILLS DEVELOPMENT AGREEMENT

Rezoning Case Number 2020-0474B

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of this ____ day of May 2021 (“**Effective Date**”) by and between the City of San Luis, an Arizona municipal corporation (the “**City**”), and Salmos 127:1, 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, Salmos 127:1, 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 City’s governing body has authorized execution of this Agreement by Resolution No. 2180.

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 Salmos 127:1, 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 Palencia Hills 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 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.

2.5 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.

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

2.7 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.

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

2.9 The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.

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: Salmos 127:1, L.L.C.
 P.O. Box 2754
 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

APPROVED AS TO FORM:

ATTEST:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Salmos 127 1, L.L.C.

Signature

Print Name

Title

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ on behalf of Salmos 127 1, L.L.C.

Notary Public

My Commission Expires: _____

Exhibit 1

**Legal Description of Property
Development Agreement Palencia Hills**

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

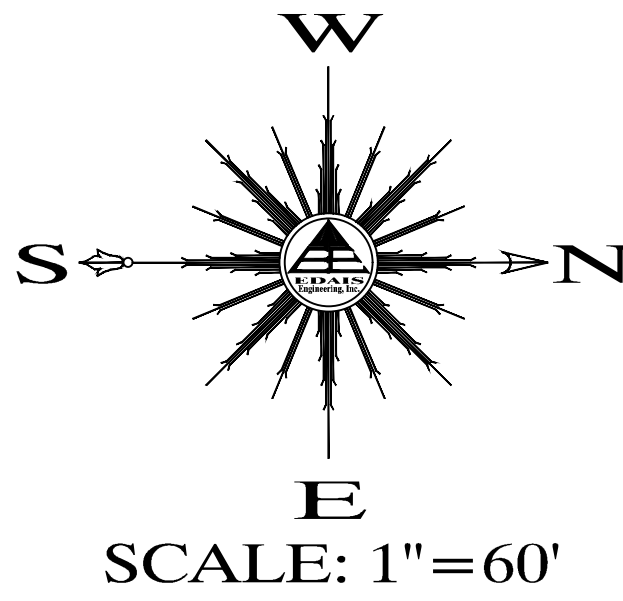
Development Agreement Palencia Hills

PALENCIA HILLS SUBDIVISION

A SUBDIVISION OF PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R. ALSO BEING A PORTION OF THE SOUTH HALF OF 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

FINAL PLAT



OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF PLATS,
PAGE _____

KEYNOTES

- 1 NEW 1' NON-ACCESS EASEMENT
- 2 NEW 8' UTILITY & C&TY EASEMENT
- 3 NEW 20' FRONT YARD SETBACK LINE
- 4 NEW 5' DRAINAGE EASEMENT LINE

TRACT AREAS

TRACT "A"	21,395.53 SF
-----------	--------------

LEGEND

--- CENTERLINE
--- BOUNDARY LINE
--- RIGHT OF WAY LINE
--- EXISTING LOTS
--- NEW PROPERTY LINE

LOT AREAS

LOT	AREA(SF)	LOT	AREA(SF)
1	20019.04	10	20000.94
2	20009.34	11	20000.73
3	20043.38	12	20048.58
4	20062.13	13	200673.15
5	20026.57	14	20063.40
6	20029.15	15	20085.71
7	20031.51	16	20626.62
8	20071.65	17	20706.69
9	22165.88	18	20104.83

- 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
([1]) DATA REFER TO BARKLEY LOT SPLIT No. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66. 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

OPEN SPACE CALCULATION

TOTAL AREA = 10.47 ACRES (456,108 SF)
OPEN SPACE REQUIRED = 2% (9,122 SF)
OPEN SPACE PROVIDED = 21,273 SF
= 21,273 SF > 9,122 SF ** OK

CURVE DATA

Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	80.71	50.00	92°29'28"	C12	169.47	355.29	27°19'51"
C2	126.49	50.00	144°56'42"	C13	193.91	628.65	17°39'50"
C3	194.53	410.28	27°10'00"	C14	16220.61	465.28	27°10'00"
C4	190.91	287.87	37°59'48"	C15	193.854	628.700	5°26'20"
C5	146.85	537.67	14°40'00"	C16			
C6	195.71	410.29	27°19'52"	C17			
C7	176.85	573.65	17°39'50"	C18			
C8	50.02	50.00	57°18'59"	C19			
C9	154.43	232.87	37°59'48"	C20			
C10	294.48	444.05	37°59'49"	C21			
C11	160.93	628.67	14°40'00"				

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT SALMOS 127 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____ 2021, CAUSED A PORTION OF THE SW1/4 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, TRACTS & STREETS UNDER THE NAME OF "PALENCIA HILLS SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "PALENCIA HILLS SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREET BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND SALMOS 127 1 LLC, AS OWNER, RESERVE THE USE OF TRACT "A" AND "B" FOR THE COMMON USAGE BY RESIDENTS OF "PALENCIA HILLS SUBDIVISION", THE EASEMENTS AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH.

IN WITNESS WHEREOF: SALMOS 127 1 LLC, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF JOSE PALENCIA, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____ 2021.

BY: _____
JOSE PALENCIA, MEMBER
SALMOS 127 1 LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF YUMA)

ON THIS THE ____ DAY OF _____, 2021 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: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMED QUINTERO AVENUE, IS AN DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

APPROVED

STATE OF ARIZONA)
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 _____
DIRECTOR OF PLANNING & ZONING _____ DATE _____
CITY ENGINEER _____ DATE _____
CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SUBDIVIDER/OWNER

SALMOS 127 1 LLC.
P.O. BOX 2754
SAN LUIS, ARIZONA 85349
(928) 345-8646
PARCEL NUMBER: 211-31-012
CURRENT ZONING: R1-20

BASIS OF BEARING

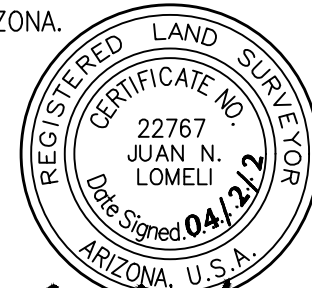
THE SOUTH LINE OF THE SW1/4 OF SECTION 6, T11S, R24W NAMEDLY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 66-68, YCR.

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.



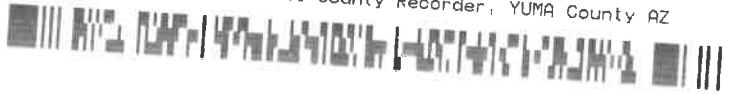
JUAN N. LOMELI

R.L.S. 22767

PREPARED BY:

Edais Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

2020-35006 RESOLUTION
11/16/2020 04:19:38 PM Pages: 15 Fees: \$15.00
Requested By: CSL (RECORDING & COPIES)
Recorded By: cromero
Robyn Stallworth Poudre County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

RESOLUTION

Resolution No. 2146

Approving Las Quintas De San Luis 3 Development Agreement between the City of San Luis and Riedel Holdings.



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:

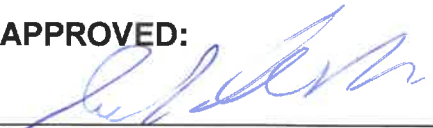
SECTION 1. That Resolution No. 2058 is hereby repealed;

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 10th day of November 2020.

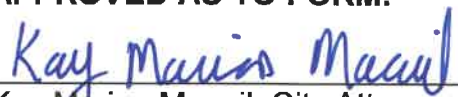
APPROVED:


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 10th 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 22nd Street between Las Quintas De San Luis 3 subdivision and 10th 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

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.

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).

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

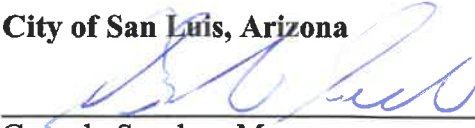
1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to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

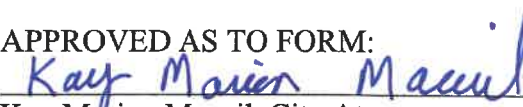
City of San Luis, Arizona


Gerardo Sanchez, Mayor

ATTEST:

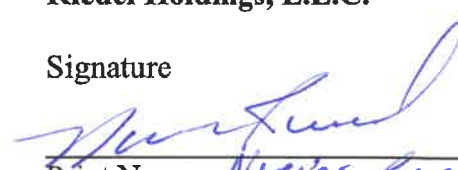

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

Riedel Holdings, L.L.C.

Signature


Print Name Nieves Riedel

Title owner / president

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 17 day of November, 2020, by Nieves Riedel on behalf of Riedel Holding, L.L.C.


Notary Public

My Commission Expires: June 17, 2023

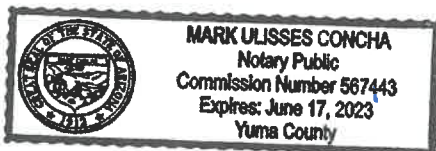


Exhibit 1

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

