



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, October 27, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE 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 Miércoles, 27 de Octubre del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 27, 2021
7:00 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Regular Meeting of October 27, 2021 in person if the 6-foot distance can be maintained which is 27 people. However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the city's website <https://sanluisaz.gov/listenlive> after the meeting. Call to the Public will only be available to those attending the meeting in person.

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

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Regular del Cabildo del 27 de Octubre del 2021, si la distancia de 6 pies puede mantenerse, que es de 27 personas. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad <https://sanluisaz.gov/listenlive> después de la reunión. Llamado al Público estara disponible solo a quienes asistan a la junta en persona.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PROCLAMATION

4. A. - 2021 "Extra Mile Day" - November 1, 2021

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 October 6, 2021
- Regular Council meeting held October 13, 2021

- 5. B. DISBURSEMENTS FROM OCTOBER 5, 2021 THROUGH OCTOBER 18, 2021**
 Total Disbursements \$706,523.28
 (Seven Hundred Six Thousand, Five Hundred Twenty Three Dollars and Twenty Eight Cents)
- 6. DISCUSSION AND POSSIBLE ACTION ITEMS:**
- 6. A.** Discussion and possible action on any and all matters regarding the approval and authorization of the transfer of funds from the General Non-Departmental and HURF contractual services account to Risk Management Cancer Fund Expense account. **(Monica Castro, Director of Finance)**
- 6. B.** Public hearing followed by discussion and possible action on any and all matters regarding Major Amendment Case No. 2021-0335 and Resolution No. 2198. A resolution of the Mayor and City Council of the City of San Luis amending the 2040 General Plan to change the land use designation of 429.53 acres from Commercial (C) and Employment (EMP) to Medium Density Residential (MDR) and 37.48 acres from Employment (EMP) to Commercial (C) on land located on the southeast corner of County 24th Street and Avenue E. **(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. Action on Resolution No. 2198
- 6. C.** Public hearing followed by discussion and possible action on any and all matters regarding Major Amendment Case No. 2021-0337 and Resolution No. 2199. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the 2040 General Plan to change the land use designation of 20 acres of land located on the northeast corner of 20th Avenue and County 24-1/2 Street from Commercial (C) to Medium Density Residential (MDR). **(Jose A. Guzman, Director of Planning & Zoning)**
- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the public on this item
 - B. Closing of public hearing
 - C. Action on Resolution No. 2199
- 6. D.** Public hearing followed by discussion and possible action on any and all matters regarding Major Amendment Case No. 2021-0340 and Resolution No. 2200. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending the 2040 General Plan to change the land use designation of land located on the southeast corner of County 23-1/2 Street and Avenue E from Commercial to Medium Density Residential. **(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. Action on Resolution No. 2200

7. SUMMARY OF CURRENT EVENTS

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

8. CALL TO THE PUBLIC

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

9. ADJOURNMENT



PROCLAMATION

Regular City Council Meeting

4. A.

Meeting Date: 10/27/2021

Title:

- 2021 "Extra Mile Day" - November 1, 2021

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

**2021 "EXTRA MILE DAY"
November 1, 2021**

WHEREAS, San Luis, Arizona is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, San Luis, Arizona is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, San Luis, Arizona is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, San Luis, Arizona acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, that, I, Gerardo Sanchez, Mayor of the City of San Luis, Arizona, do hereby proclaim November 1, 2021 to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Dated this 27th day of October 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 10/27/2021

Summary

MINUTES OF

- Work Session held October 6, 2021
 - Regular Council meeting held October 13, 2021
-

Attachments

WS 10/03/21

RCM 10/13/21

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
October 06, 2021
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:30 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Jose Ponce - arrived at 6:33 p.m.
Council Member Matias Rosales
Council Member Gloria Torres

OTHERS PRESENT: Lizandro Galaviz, Interim City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Crystal Fragozo, Administrative Coordinator
Domingo Sosa, Graphic and Media Specialist
Eulogio Vera, Director of Public Works
Franca Alonso, Acting Assistant to the Mayor and Council
Jenny Torres, Economic Development Manager
Jonathan Dumadag, Senior I.T. Technician
Jose A. Guzman, Director of Planning & Zoning
Monica Castro, Director of Finance
Richard Jessup, Chief of Police
Richard Bauermann, Fire Inspector
Tadeo A. De La Hoya, Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and possible directions to staff on any and all matters regarding the award of a contract to Kimley Horn and Associates, Inc. for the development of a study to include a downtown circulation assessment, an origin and destination assessment, and a downtown parking assessment. (Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)

Ms. Jenny Torres, Economic Development Manager, informed that the Improving Community Connections meeting funded the Environmental Protection Agency (EPA) regarding the impact on the San Luis Port I modernization. This meeting was to focus specifically on the need for a traffic study in the downtown area. She added that the city received a proposal from Kimley Horn and Associates, an engineer from the on-call list; this proposal included the following three (3) components, a downtown circulation assessment, an origin and destination assessment, and a parking assessment. Ms. Torres mentioned that Yuma Metropolitan Organization contributed \$30,000.00 for the origin and destination component; the city had allocated \$95,000.00 for all three (3) components of the study. The proposed from Kimley Horn and Associates is \$199,545.00. She added that the funding is short by \$75,000.00, but the city requested funding collaboration from the Arizona Department of Transportation (ADOT) to complete all three (3) components. Furthermore, she mentioned that the request was made to ADOT, and it seems like there is a high chance that the request is approved. It was also discussed that a technical group could be created to oversee the entire process. She informed that staff is waiting on ADOT to see if they will be funding the \$75,000.00. She commented that staff requested Kimley Horn to reduce the scope of work if ADOT does not provide the funding. This will cover the essential studies; the total cost with the amended scope of work is \$144,730.00, where the city will need to contribute \$20,000.00 from Council's Contingency Fund.

Mr. Eulogio Vera, Director of Public Works, mentioned that it is crucial the city proceeds with as these studies will make the city a candidate to received grant funding from the federal government.

Mayor Gerardo Sanchez commented that, as Mr. Vera mentioned, it is important for the city to obtain those studies, especially with the expansion of the San Luis Port of Entry I.

Mr. Torres mentioned that if ADOT provides the funding, the contract will be amended to add the deleted items.

Mayor Gerardo Sanchez directed Ms. Torres to proceed with this item as agreed by members of the City Council.

2. B. Discussion and possible directions to staff on any and all matters regarding an amendment to the intergovernmental agreement between the City of San Luis and the Arizona Department of Transportation (ADOT) for the Cesar Chavez Boulevard Project. (Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)

Ms. Jenny Torres, Economic Development Manager, mentioned that Mr. Eulogio Vera, Director of Public Works and her worked together to obtain right-of-way from state, federal and private land on Cesar Chavez Boulevard. She added that state land right-of-way had been received, staff is working with the federal government, and staff will have to work on 4-acres of private land. She mentioned that in July 2021, the city entered into an intergovernmental agreement with the Arizona Department of

Transportation (ADOT) to manage the Highway Administration (FHWA) grant; they provided \$1.2 million, 30% design is complete. A balance of \$431,894.000 that are still available. She commented that staff requested ADOT to reclassify the remaining funds for right-of-way acquisition for the Cesar Chavez Boulevard project. A right-of-way specialist needs to be hired, which will cost approximately \$100,000.00 because the city needs to follow the Federal Uniform Act. If any mistakes are made, the ability to obtain federal funding will be forfeited; for this reason, it is very important to hire a professional to do this job. In conjunction with the allocated funds, the remaining funds will be used to purchase the private land.

Mayor Gerardo Sanchez directed Ms. Torres to proceed with this item as agreed by members of the City Council.

2. C. Discussion and possible directions to staff on any and all matters regarding installing shades at the border area and other downtown areas. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, provided an update on the city's Border Area Taxi Stand. He mentioned that the City Attorney made a research on the Anti-Gift Clause, where this is not implicated. In addition, he informed that staff obtained six (6) donated shades from Yuma County Area Transit (YCAT). The donated shades are the only top portion, but staff will be fabricating the legs for the shades; these shades should be installed within the following months.

Mayor Gerardo Sanchez directed Mr. Vera to proceed with this item as agreed by members of the City Council.

2. D. Discussion and possible directions to staff on any and all matters regarding authorization to purchase new body-worn cameras with associated warranty and equipment using Fiscal Year 2022 Capital Project Budgeted funds. (Richard Jessup, Chief of Police)

Mr. Richard Jessup, Chief of Police, informed that the San Luis Police Department would be purchasing 55 body-worn cameras; the fund for this purchase was approved in the current fiscal year Capital Improvement Budget. The allocated amount was \$330,940.00. Staff would like to purchase these cameras from Axon, including a license to Evidence.com for data storage. The purchase contract will be for a term of five (5) years, to be paid upfront. He mentioned that by paying upfront, the city would save \$75,145.89, which will bring the total purchase amount of \$300,520.01.

Mayor Gerardo Sanchez directed Mr. Jessup to proceed with this item as agreed by members of the City Council.

2. E. Discussion and possible directions to staff regarding the transfer of contingency funds regarding Advanced Call Center Technologies (ACCT) and any and all matters involving unpermitted alterations of the space ACCT leases from

the city at the Price Center Building. Discussion may include an update on ACCT, city notifications, and actions regarding said unpermitted alterations. Possible directions to staff may include such instructions to staff that City Council deems appropriate and consideration of a transfer of funds from City Council's contingency funds to the City Attorney's Legal and Professional Services budget to cover expenses concerning these matters at the next regular Council Meeting. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, informed that a 30-day notice was given to Advanced Call Center Technologies (ACCT) on August 3, 2021, to cure the breach of the lease; this notice included news of the alterations done to the building without a building permit and puncture the roof to install AC units without permission of the manufacturer of the roofing materials, violating the room warranty, which is good until August 2038. Ms. Macuil informed that the city's Building Official and Fire Inspector have been working with ACCT to bring the alterations to compliance with building and fire codes. She informed that she would come back before City Council to update the progress made.

Mr. Lizandro Galaviz, Interim City Manager, informed that staff would be monitoring ACCT as the project progresses; also, staff will be doing monthly visits to ensure that ACCT employees are safe and the liability for the city is covered.

2. F. Discussion and possible directions to staff on any and all matters regarding Resolution No. 2196. A resolution of the Mayor and City Council of the City of San Luis, Arizona, specifically ratifying salary adjustments previously approved in the budgets for the fiscal years ending June 30, 2020, 2021, and 2022; superseding conflicting provisions and providing for severability. (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, informed that on July 19, 2018, the city implemented the salary plan with Resolution No. 2051-A, which was incrementally every year for four (4) years. She mentioned that when this resolution, it was noticed that it was only mentioned fiscal year 2018-2019. She commented that staff is proposing a resolution to ratify the salary adjustments previously approved in fiscal years ending June 30, 2020, 2021, and 2022. Ms. Castro added that staff would also like to provide implementation periods for the buyback program, clarify the terms "calendar year" and "fiscal year" in the program, and explain that the program is to be implemented on a fiscal year basis.

Council Member Matias Rosales asked if the difference between 20 to 40 hours regarding the vacation buyback. He stated that he recalled that the hours were reduced to 20 hours to balance the budget.

Ms. Castro replied that during the period of the salary implementation, the buyback program was reduced to 20 hours. This year was the last year of the salary

implementation. She stated that she does not foresee any problems returning to the 40 hours in year fiscal year 2023.

Council Member Matias Rosales asked if the 40 hours buyback program is implemented this current fiscal year, would there be a financial impact, and if there is a reason why there are not 40 hours this fiscal year.

Ms. Castro replied that it was budgeted for 20 hours in the current fiscal year, and there is no budget during this fiscal year.

Council Member Matias Rosales stated that changing the buyback program to 40 hours instead of 20 hours during the current fiscal year would make more sense. He mentioned that by speaking and seeing staff reaction, it would be wise to make the change.

Ms. Castro commented that the proposed resolution would bring back the 40 hours to the buyback program on budget availability in the next fiscal year.

Mayor Gerardo Sanchez asked about the impact of 20 hours to 40 hours in our current budget.

Ms. Castro replied that she would have to make the calculations and bring them back to City Council. She mentioned that this could be done during the current fiscal year by moving funds from contingency as the adopted budget cannot be increased.

Council Member Matias Rosales asked Ms. Castro to calculate how the change will impact the current fiscal year and send the information to the City Manager to disseminate it to City Council.

Mayor Gerardo Sanchez stated that this would make a significant impact on employees as this benefits them. He mentioned that he understands that the budget cannot be increased, but money can be transferred from contingency to cover this program.

Ms. Castro stated that staff would follow the council's direction and make the calculation, and present before the next scheduled council meeting.

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

3. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the Work Session at approximately 7:12 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez

Aye

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

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on October 06, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
October 13, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:03 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Jose Ponce
Council Member Matias Rosales (virtually; left at meeting at approximately 8:18 p.m.)
Council Member Gloria Torres

OTHERS PRESENT: Lizandro Galaviz, Interim City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Angel Ramirez, Fire Chief
Angelica Roldan, Acting Director of Parks & Recreation
Antonia Garcia, Custodian
Aracely De La Hoya, Senior Services Manager
Axel Chayra, I.T. Technician
Crystal Fragozo, Administrative Coordinator
Derek Dueñas, I.T. Manager
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Administrative Coordinator
Eulogio Vera, Director of Public Works
Francia Alonso, Acting Assistant to the Mayor & City Council
Jenny Torres, Economic Development Manager
Jorge Perez, Billing & Collections Manager
Jose Luis Cisneros, Acting Public Information Officer
Jose Santiago, Maintenance Specialist
Lizette Varela, Recreation Coordinator
Melissa Lopez, Deputy City Clerk
Monica Castro, Director of Finance
Osvaldo Rodriguez, Lead Custodian
Richard Jessup, Chief of Police
Rodger Diaz, Human Resources Coordinator
Rogelio Martinez, Administrative Coordinator
Yolanda Dueñas, Facilities Supervisor
Christian Cuevas, Translator

Ian McGaughey, Deputy County Administrator
Tadeo A. De La Hoya, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Jose Ponce led the Pledge of Allegiance.

3. INVOCATION

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

4. PROCLAMATIONS/PRESENTATION

4. A. National Custodian Workers Recognition Day - October 2, 2021.

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez recognized and thanked the custodian workers for their daily hard work.

4. B. Arizona Cities & Towns Week - October 17-23, 2021

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez indicated that employees are the ones that deliver the services and programs that enhance the quality of life of residents. He thanked employees for their dedication and hard work.

4. C. Red Ribbon Week - October 23-31, 2021

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez stated he was happy to see this proclamation in the City of San Luis as it is important to understand and commit to a drug-free lifestyle.

Mr. Ian McGaughey, Yuma County Deputy Administrator and member of the Yuma County Anti-Drug Coalition, thanked Mayor Gerardo Sanchez and Council Members for this proclamation. He invited everyone present to the Annual Red Ribbon Trunk Archery event which will be held Saturday, October 23 from 2:00 p.m. to 4:00 p.m. at the Yuma Catholic High School. He added that there will be a few activities but the focus is to educate young people about the dangers of drug use and the benefits of a healthy drug-free lifestyle.

4. D. Presentation and recognition of the 2021 First Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (Rodger Diaz, Human Resources Coordinator)

Mr. Rodger Diaz, Human Resources Coordinator, introduced the recipients for the years of service as well as the Customer Service, Achievement, Award of Excellence and Employee of the Quarter awards.

Mayor Gerardo Sanchez congratulated and expressed his appreciation to the recipients.

CONSENT AGENDA

5. A. MINUTES OF

- September 22, 2021 Regular Council meeting

5. B. DISBURSEMENTS FROM SEPTEMBER 14, 2021 THROUGH OCTOBER 4, 2021

Total Disbursements \$1,638,661.25

(One Million, Six Hundred-Thirty Eight Thousand, Six Hundred Sixty-One Dollars and Twenty-Five Cents)

5. C. Discussion and possible action on any and all matters regarding authorization to purchase new body-worn cameras with associated warranty and equipment using Fiscal Year 2022 Capital Project Budgeted funds. (Richard Jessup, Chief of Police)

5. D. Discussion and possible action on any and all matters regarding an amendment to the intergovernmental agreement between the City of San Luis and the Arizona Department of Transportation for the Cesar Chavez Boulevard Project. (Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)

5. E. Discussion and possible action on any and all matters regarding an amendment to the intergovernmental agreement between the City of San Luis and the Arizona Department of Transportation for the Cesar Chavez Boulevard Project. (Jenny Torres, Economic Development Manager and Eulogio Vera, Director of Public Works)

MOTION: Council Member Gloria Torres/Vice Mayor Africa Luna-Carrasco to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding a contract with PACE for design services to evaluate operations at the West Wastewater Treatment Plant. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that this item is for the evaluation of the west wastewater treatment plant conducted by PACE, who is one of the consultants that is on the on-call list. The scope of this design and professional services is to go over the existing plant, evaluate potential improvements and recommend any changes for expanding that plant. Currently, there is 1.5 million gallons per day capacity in that plant, the goal is to double it.

MOTION: Council Member Jose Ponce/Council Member Luis Cabrera to approve PACE Advanced Water Engineering's \$160,610.00 Professional Design Services Proposal as presented and direct the City Attorney to draft a final form of contract. Motion passed unanimously.

The vote was as follows:

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

6. B. Discussion and possible action on any and all matters regarding the ratification of the purchase of two (2) Air Conditioning units needed for the Prosecutors Office. (Angelica Roldan, Acting Director of Parks and Recreation)

Ms. Angelica Roldan, Acting Director of Parks and Recreation, stated that in July 2021, a requisition was submitted for San Luis Air Conditioning for the purchase of two (2), three-ton air conditioning (AC) refrigeration units in the amount of \$11,936.00. These AC units were needed as replacements for the current AC units at the Prosecutors Office. Upon submitting the requisition to the Finance Department - Purchasing Coordinator's Office, staff was advised that three (3) quotes or a sole source memo were needed to fulfill the City of San Luis Procurement Code due to the purchase amount. Unfortunately, due to a miscommunication, the AC units were ordered before a purchase order was issued. The recommendation was to present the item again to the Mayor and City Council for ratification. She added that staff is asking to waive the procurement code for this purchase.

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Africa Luna-Carrasco to ratify the purchase of the AC units in the amount of \$11,936.00 for a good cause as presented. Motion passed unanimously.

The vote was as follows:

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

6. C. Discussion and possible action on any and all matters regarding Order No. 2021-9. An Order of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and STEP/Selective Traffic Enforcement Projects by approving Highway Safety Contracts 2022-AL-030 & 2022-PTS-058 between the City of San Luis, Arizona through the San Luis Police Department and the Arizona Governor's Office of Highway Safety. (Richard Jessup, Chief of Police)

Mr. Richard Jessup, Chief of Police, said that the San Luis Police Department has been awarded \$32,000.00 to support additional equipment, overtime and employee related expenses to enhance the driving under the influence (DUI) and traffic enforcement programs.

MOTION: Council Member Jose Ponce/Council Member Mario Buchanan Jr. to approve and adopt Order No. 2021-9. Motion passed unanimously.

The vote was as follows:

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

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

Ms. Kay Macuil, City Attorney, explained that the City Prosecutor's Office exceeded their overtime budgeted limit in September of 2020. This item was presented until now as they wanted to know the exact amount, which is \$4,500.00, to ratify what they needed during the year. In September they had 510 cases that came in and at that time there was only Ms. Sylvia Vasquez and the City Prosecutor; the secretary position was not filled until March of 2021. The transfer will be from the City Attorney's Office budget

to City Prosecutor's Budget for the last fiscal year, if approved by the Mayor and City Council.

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Jose Ponce to approve transferring \$4,500.00 from the City Attorney's Legal Expenses General Ledger line to the City Prosecutor's Overtime General Ledger line for Fiscal Year ending June 30, 2021. Motion passed unanimously.

The vote was as follows:

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

6. E. Discussion and possible action on any and all matters regarding Order No. 2021-10. An order of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into the "One Arizona Distribution of Opioid Settlement Funds Agreement" regarding a plan to allocate potential global settlement funds in the multidistrict litigation case titled "In Re National Prescription Opiate Litigation" and authorization to opt into the Distributor Settlement and the Janssen Settlement. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, provided a PowerPoint presentation included with the complete Agenda Packet filed at the City Clerk's Office. Order 2021-10 creates a plan to allocate funds from a potential global settlement of the Class Action and other litigation outside the class action. It uses the model allocation devised by the Negotiation Class Counsel in the Class Action, which allocates to the local governments their proportionate share of the impact of the opioid crisis based on data reported to the Federal Government. The allocation model does not use population. The total amount the City of San Luis will get if all the jurisdictions agree will be \$2.72 million over 18 years for the three (3) distributors and over nine (9) years for the pharmacy.

MOTION: Council Member Jose Ponce/Council Member Luis Cabrera to approve and adopt Order No. 2021-10 to join the One Arizona Distribution Settlement Funds Agreement and to opt into the National Opioid Settlements as presented. Motion passed unanimously.

The vote was as follows:

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

Council Member Matias Rosales Aye
Council Member Gloria Torres Aye

6. F. Discussion and possible action on any and all matters regarding a resolution of the Mayor and City Council of the City of San Luis, Arizona, ratifying and approving the Salary Plan; superseding conflicting provisions and providing for severability. (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, explained that she is presenting two resolutions as at the last Council meeting, some members of Council indicated that they would like to reinstate the 40 hours vacation buyback. Resolution No. 2196 ratifies the measures that staff took on July 9, 2018 through June 30, 2022 and leaves the vacation buyback at 20 hours as budgeted. Resolution No. 2197, ratifies the same measures of the salary study measures through June 30, 2022, reinstates the vacation buyback to 40 hours this fiscal year and approves a transfer of \$100,000.00 from Council Contingency to fund this unbudgeted item. Both resolutions leave the vacation buyback period in a fiscal year basis and abolish the practice to give salary increases to new employees upon termination of probation. This was the most harmful practice being done in the past and what this was doing is placing new employees earning more than employees that had more years due to this increase. Also in this resolution, Section 7 reinstates on July 1, 2022, the Human Resources (HR) Policies and practices performed in the past, which played an important role in creating the disproportions that there were in the salary structure. The HR Policies have not been reviewed since 2008 so it is important that staff does this before the beginning of next fiscal year to avoid losing the integrity of the salary structure that staff currently has.

Mayor Gerardo Sanchez asked how does the HR Policies relate to this resolution.

Ms. Castro replied that it is all connected and only part of the job has been done. When staff presented the salary implementation for four (4) years through a resolution, some measures were also adopted related to HR. Staff is extending its applicability through June 30, 2022.

Ms. Macuil added that staff abolished the increase at the end of probation as this disrupted the fairness of the system as well as the number of years in service. Further explaining the it will be the number of years in position rather than the years of service.

Mayor Gerardo Sanchez asked if the \$100,000.00 covers for everyone who wishes to do the 40 hours vacation buyback or is it based on the possible need and if this transfer is a one-time only.

Ms. Castro responded that the \$100,000.00 fiscal impact calculation provides for the employees that qualify and are taking in consideration the employees that sold the vacation buyback hours in September and the employees that will qualify in April. This is a fiscal year basis which is also included in the resolution. The transfer of the \$100,000.00 will be a one-time transfer as staff did not budget for 40 hours vacation buybacks for those employees that qualify. Ms. Castro explained the criteria to be eligible for the vacation buyback program.

Mayor Gerardo Sanchez added he agrees with the transfer as it is fair that this be done since there are employees that have not been able to obtain their vacation time off.

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to adopt Resolution No. 2197 which includes reinstating 40 hours of vacation buyback this fiscal year and approve a budget transfer of \$100,00.00 from Council Contingency to the various salaries accounts. Motion passed unanimously.

The vote was as follows:

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

7. SUMMARY OF CURRENT EVENTS

Vice Mayor Africa Luna-Carrasco reported she attended the Library Board of Directors meeting on October 12, 2021. She added that previously she had reported that a purchase for some air conditioning units for the San Luis Branch were approved, however due to the transportation issues they are backordered. There is no estimated time of arrival for the units. She also reported that Council Member Gloria Torres and herself attended the redistricting meeting on October 7, 2021. The attendance for this meeting was poor; County Supervisor Tony Reyes and her addressed the commission to request that they leave the districts as they are.

Mayor Gerardo Sanchez reported that he attended the 12th vaccination campaign, this included not only COVID-19 vaccines but also first, second and booster vaccines for those that qualified and influenza as well as children's vaccines. He thanked the county and stated that San Luis is the only city doing this and it makes a big difference. The turnout was very good. There will be another campaign which will offer the COVID-19 and influenza vaccines only. Half of the world has already been vaccinated and approximately 100 million in the USA have not been vaccinated. The numbers continue to decline, the severity of disease of those who have received the vaccine is very less. The average age of a person in intensive care unit (ICU) was mid 40's; vaccinations do work. The city will continue working with the county and different agencies to guarantee the safety of one's population.

8. CALL TO THE PUBLIC

Ms. Lizeth Chavez, Off-Road Expo, invited the Mayor and City Council to their annual off road expo event. They anticipate having a great event as there has been over 200 off-road vehicle registrations.

9. ADJOURNMENT

MOTION: Council Member Luis Cabrera/Vice Mayor Africa Luna-Carrasco to adjourn the Regular Council meeting at approximately 8:25 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on October 13, 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: 10/27/2021

Summary

DISBURSEMENTS FROM OCTOBER 5, 2021 THROUGH OCTOBER 18, 2021

Total Disbursements \$706,523.28

(Seven Hundred Six Thousand, Five Hundred Twenty Three Dollars and Twenty Eight Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING OCT 27, 2021 Disbursement Report from 10/05/2021 TO 10/18/2021

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	10/06/2021	\$ 4,840.23	Schedule A
Accounts Payable Check Account	10/07/2021	\$ 107,414.71	Schedule B
Payroll Check Account	10/13/2021	\$ 365,090.53	Schedule C
Accounts Payable Check Account	10/14/2021	\$ 229,177.81	Schedule D

Total Disbursements: \$ 706,523.28

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:

Monica Castro

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2021 OCT 18 P 3:03

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Pay Day Register

Pay Date Range 10/01/21 - 10/31/21
Pay Batch 202110M

Pay Batch 202110M 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	109.98 900.00
806 - TELEPHONE STIPEND	.0000	200.00	Imputed Income		ASRS LTD Council	1.71 900.00
Total	0.0000	\$7,750.00	FEDERAL TAX WITHHOLDING	92.85 5,869.21	ASRS/EORP - LEGACY RATE	442.89 900.00
			SOCIAL SECURITY TAX	480.50 7,750.00	Dental Council	249.44 .00
			MEDICARE	112.40 7,750.00	EODCRS - COUNCIL	108.00 1,800.00
			STATE WITHHOLDING	115.41 5,869.21	EODCRS - DISABILITY	2.26 1,800.00
			ASRS Council	109.98 900.00	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			ASRS LTD Council	1.71 900.00	Health Council	5,844.91 .00
			Council Retirement EORP	447.50 4,850.00	Retirement Council EORP	2,979.36 4,850.00
			Dental Council	133.33 .00	Vision Council	79.03 .00
			EODCRS - COUNCIL	144.00 1,800.00	Total	\$10,815.32
			EODCRS - DISABILITY	2.26 1,800.00		
			GARNISHMENT	221.11 .00	Workers' Comp	Gross Base
			Medical Council	1,004.81 .00	MUNICIPAL/ TOWN/	135.65 7,750.00
			MISCELLANEOUS	5.00 .00	Total	\$135.65
			Vision Council	38.91 .00		
			Net	\$4,840.23	Direct Deposits	Amount
					1st Bank Yuma	730.78
					Chase Bank	738.14
					Federal Credit Union	1,081.32
					Navy Federal	699.42
					REALTORS FED CRED UNION	22.54
					WASHINGTON FEDERAL	797.17
					Wells Fargo	770.86
					Total	\$4,840.23
					Check	\$0.00

Monica
Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2021.10.07 13:28:18 -07'00'

Payment Register

From Payment Date: 10/4/2021 - To Payment Date: 10/7/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
99858	10/04/2021	Open			Accounts Payable	MEDINA, JOSE	\$280.00		
99859	10/05/2021	Open			Accounts Payable	ZARATE RUEDA, JOSE, DE JESUS	\$101.00		
99860	10/07/2021	Open			Accounts Payable	ALVAREZ, MIGUEL	\$120.00		
99861	10/07/2021	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$39.38		
99862	10/07/2021	Open			Accounts Payable	ARIZONA TACTICAL OFFICER'S ASSOCIATION	\$340.00		
99863	10/07/2021	Open			Accounts Payable	ATP & ASSOCIATES, LLC.	\$50.00		
99864	10/07/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$789.17		
99865	10/07/2021	Open			Accounts Payable	AVILA, FERNANDO	\$76.00		
99866	10/07/2021	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$87.75		
99867	10/07/2021	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$62.30		
99868	10/07/2021	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$3,541.95		
99869	10/07/2021	Open			Accounts Payable	BILL ALEXANDER FORD	\$45.98		
99870	10/07/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$197.21		
99871	10/07/2021	Open			Accounts Payable	BOTELLO, EMMANUEL	\$44.00		
99872	10/07/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$9,274.33		
99873	10/07/2021	Open			Accounts Payable	CAMPA, JOAQUIN	\$226.00		
99874	10/07/2021	Open			Accounts Payable	DIGITAL ROOM LLC	\$686.68		
99875	10/07/2021	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
99876	10/07/2021	Open			Accounts Payable	FERGUSON WATERWORKS	\$1,065.04		
99877	10/07/2021	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$478.56		
99878	10/07/2021	Open			Accounts Payable	GALVAN, AURELIO	\$44.00		
99879	10/07/2021	Open			Accounts Payable	HERNANDEZ LOPEZ, SOFIA I	\$118.00		
99880	10/07/2021	Open			Accounts Payable	IMPERIAL PIPE AND STEEL SUPPLY	\$9,760.08		
99881	10/07/2021	Open			Accounts Payable	INTERSTATE BATTERY OF DESERT CITIES	\$343.09		
99882	10/07/2021	Open			Accounts Payable	KAMAN AUTOMATION	\$274.51		
99883	10/07/2021	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$503.01		
99884	10/07/2021	Open			Accounts Payable	LACAL EQUIPMENT INC.	\$687.59		
99885	10/07/2021	Open			Accounts Payable	MILLER, DAMIAN	\$74.00		
99886	10/07/2021	Open			Accounts Payable	MOLINA, YOLANDA	\$3,151.50		
99887	10/07/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$527.87		
99888	10/07/2021	Open			Accounts Payable	OFFICE DEPOT	\$1,016.91		
99889	10/07/2021	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$455.81		
99890	10/07/2021	Open			Accounts Payable	PEREZ, HAZIEL	\$268.00		
99891	10/07/2021	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$5,107.33		
99892	10/07/2021	Open			Accounts Payable	PURCHASE POWER	\$1,036.96		
99893	10/07/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$300.00		
99894	10/07/2021	Open			Accounts Payable	REYNOSO, NIGEL	\$91.00		
99895	10/07/2021	Open			Accounts Payable	RUSH TRUCK CENTER	\$35.67		
99896	10/07/2021	Open			Accounts Payable	SANFORD, JAMES	\$2,118.77		
99897	10/07/2021	Open			Accounts Payable	SECRETARY OF STATE	\$68.00		
99898	10/07/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$16,725.18		
99899	10/07/2021	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$1,095.84		

Payment Register

From Payment Date: 10/4/2021 - To Payment Date: 10/7/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
99900	10/07/2021	Open			Accounts Payable	TORRES, GILBERTO	\$143.00			
99901	10/07/2021	Open			Accounts Payable	U.S. SAWS, INC.	\$200.00			
99902	10/07/2021	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	\$5,254.84			
99903	10/07/2021	Open			Accounts Payable	USA BLUE BOOK	\$2,227.38			
99904	10/07/2021	Open			Accounts Payable	VALENZUELA, MIGUEL	\$150.00			
99905	10/07/2021	Open			Accounts Payable	VERA, EULOGIO	\$225.00			
99906	10/07/2021	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$1,920.48			
99907	10/07/2021	Open			Accounts Payable	VILLA, CARLOS ALBERTO	\$85.00			
99908	10/07/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$531.27			
99909	10/07/2021	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$217.72			
99910	10/07/2021	Open			Accounts Payable	ZARAGOZA, JOSE	\$44.00			
99911	10/07/2021	Open			Accounts Payable	4 IMPRINT	\$384.62			
99912	10/07/2021	Open			Accounts Payable	FERGUSON ENTERPRISES, LLC	\$835.06			
99913	10/07/2021	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	\$977.30			
99914	10/07/2021	Open			Accounts Payable	DESIGN-BUILD INSTITUTE OF AMERICA	\$149.00			
99915	10/07/2021	Open			Accounts Payable	A & H ELECTRIC	\$1,900.00			
99916	10/07/2021	Open			Accounts Payable	CHALON, HEATHER	\$350.40			
99917	10/07/2021	Open			Accounts Payable	HAK CONSTRUCTION	\$1,059.63			
Type Check Totals:							60 Transactions	\$78,718.85		
EFT										
390	10/04/2021	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$991.12			
391	10/07/2021	Open			Accounts Payable	ALSCO, INC	\$420.14			
392	10/07/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$2,164.73			
393	10/07/2021	Open			Accounts Payable	CDWG	\$259.96			
394	10/07/2021	Open			Accounts Payable	CSC OF YUMA	\$746.50			
395	10/07/2021	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$1,155.97			
396	10/07/2021	Open			Accounts Payable	DESERT WATER STORE INC	\$9.96			
397	10/07/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$135.00			
398	10/07/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$1,350.00			
399	10/07/2021	Open			Accounts Payable	LG ON SITE LLC	\$2,374.24			
400	10/07/2021	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$1,034.40			
401	10/07/2021	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	\$693.56			
402	10/07/2021	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	\$679.60			
403	10/07/2021	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,583.33			
404	10/07/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$230.59			
405	10/07/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$725.00			
406	10/07/2021	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70			
407	10/07/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$996.57			
408	10/07/2021	Open			Accounts Payable	TRUCKPRO, LLC	\$1,247.48			
409	10/07/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$1,312.59			
410	10/07/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,165.42			
415	10/07/2021	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$90.00			
Type EFT Totals:							22 Transactions	\$28,695.86		
1BYPAYABLE - 1st BY Accounts Payable Totals										

Payment Register

From Payment Date: 10/4/2021 - To Payment Date: 10/7/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	60	\$78,718.85	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	60	\$78,718.85	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	22	\$28,695.86	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	22	\$28,695.86	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	82	\$107,414.71	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	82	\$107,414.71	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	60	\$78,718.85	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	60	\$78,718.85	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	22	\$28,695.86	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	22	\$28,695.86	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	82	\$107,414.71	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	82	\$107,414.71	\$0.00	

Digitally signed by:
 David Espitia
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 despitia@santuisaz.gov
 C = AD O = City of
 San Luis OU = Finance
 Date: 2021.10.07 16:
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Pay Day Register

Pay Date Range 09/25/21 - 10/08/21

Pay Batch 202121

Monica
Castro

Digitally signed by: Monica Castro
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mcastro@sanluisaz.gov C = AD
Date: 2021.10.13 13:31:55 -0700

PSPRS FIRE DB RATE - TIER 3	2,986.37	30,043.64	CLERICAL OFFICE/ LIBRARY/	280.50	116,886.55
PSPRS FIRE DC RATE - TIER 3	177.06	1,967.36	Electrician	60.29	1,920.00
PSPRS FIRE DISABILITY RATE	17.31	1,967.36	FIREFIGHTERS & DRIVERS	4,524.58	95,254.74
PSPRS POLICE DB RATE - TIER	4,505.09	58,889.67	GARBAGE/ ASH/ REFUSE	193.95	3,103.21
PSPRS POLICE DB RATE - TIER	2,537.02	21,776.95	Homemaker Service	18.45	805.53
PSPRS POLICE DB RATE - TIER 2	1,224.89	10,514.03	MUNICIPAL/ TOWN/	100.07	5,718.05
PSPRS POLICE DB RATE - TIER 3	3,352.61	33,728.44	PARKS- NOC ALL EMPLOYEES	726.65	23,440.49
STANDARD LIFE ADDTNL	1,092.58	.00	POLICE OFFICERS	6,121.83	128,880.58
TRANSWESTERN MEXICAN	97.00	.00	RECREATION- ALL EMPLOYEES/	231.35	16,887.39
U.S. MEX DENTAL - EE &	533.78	.00	SEWAGE DISPOSAL/ PLANT	710.09	20,641.91
U.S. MEX DENTAL - EE &	164.24	.00	Street or Road Construction	2,160.63	24,469.13
UNITED WAY	14.00	.00	WATERWORKS OPERATIONS	685.81	19,763.86
US & MEX DENTAL= FAMILY	666.12	.00	Total	<u>\$17,543.28</u>	
US & MEX HEALTH = C	5,266.58	.00			
US & MEX HEALTH = FAMILY	7,043.07	.00	Direct Deposits		Amount
US & MEX HEALTH = SP	1,565.74	.00	1st Bank Yuma		34,084.24
VSP - VISION CHILDREN	214.17	.00	ACADEMY BANK		2,696.18
VSP - VISION FAMILY	402.38	.00	Bank of America		1,200.00
VSP - VISION SPOUSE	97.35	.00	Bankcorp		150.00
Net	<u>\$365,090.53</u>		Charles Sch		200.00
			Chase Bank		173,178.30
			chase centro		1,150.19
			Federal Credit Union		37,485.45
			FF CREDIT UNION		1,904.13
			FIREFIGHTER FIRST CREDIT UNION		4,984.41
			GREEN DOT BANK		367.00
			MIT FEDERAL CREDIT UNION		481.69
			National Bank		2,888.91
			Navy Federal		19,718.15
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		721.11
			Sunbank		2,247.25
			THE FOOTHILLS BANK		792.30
			USAA FEDERAL SAVING		2,403.64
			VANTAGE WEST		1,484.50
			WASHINGTON FEDERAL		2,432.59
			Wells Fargo		72,958.25
			WELLS FARGO CALE		257.58
			Total	<u></u>	<u>\$363,905.87</u>
			Check		\$1,184.66

Schedule C

Payment Register

From Payment Date: 10/11/2021 - To Payment Date: 10/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<i>Check</i>									
99918	10/12/2021	Open			Utility Management Refund	ANCHONDO, NOELIA	\$53.67		
99919	10/12/2021	Open			Utility Management Refund	AREVALO, LAURA & MARTHA PULIDO	\$183.08		
99920	10/12/2021	Open			Utility Management Refund	CARRASCOS PROPERTIES, LLC	\$432.28		
99921	10/12/2021	Open			Utility Management Refund	GALLARDO, MIGUEL A & PULIDO, ALMA N	\$188.66		
99922	10/12/2021	Open			Utility Management Refund	GONZALEZ, LINDA, L	\$217.89		
99923	10/12/2021	Open			Utility Management Refund	HERNANDEZ, JOSE & IVETTE PALEN	\$158.48		
99924	10/12/2021	Open			Utility Management Refund	JUAREZ, ALEJANDRA & KARLA COLLINS	\$144.09		
99925	10/12/2021	Open			Utility Management Refund	LOMELI, JENNIFER	\$62.35		
99926	10/12/2021	Open			Utility Management Refund	LOPEZ, MARIA DEL CARMEN	\$140.41		
99927	10/12/2021	Open			Utility Management Refund	MEZA, JOSE, A	\$181.87		
99928	10/12/2021	Open			Utility Management Refund	MONTENEGRO, JESUS R & DULCE J LARA	\$164.00		
99929	10/12/2021	Open			Utility Management Refund	NAVARRO, JOSE F & AMY RODRIGUEZ	\$181.31		
99930	10/12/2021	Open			Utility Management Refund	OVANDO, NORMA, M	\$7.04		
99931	10/12/2021	Open			Utility Management Refund	PEREZ ASCENCION & JUANA M	\$195.29		
99932	10/12/2021	Open			Utility Management Refund	PUGA, JESUS A & ILIANA K	\$16.38		
99933	10/12/2021	Open			Utility Management Refund	RENTERIA, ANTONIO	\$162.69		
99934	10/12/2021	Open			Utility Management Refund	REYNAGA, ADRIANA	\$30.59		
99935	10/12/2021	Open			Utility Management Refund	ROBLES, CARLOS M & ANITA G	\$40.02		
99936	10/12/2021	Open			Utility Management Refund	ROBLES, MARIBEL	\$144.55		
99937	10/12/2021	Open			Utility Management Refund	ROMAN, ELENA & JOSE MONTANO	\$160.66		
99938	10/12/2021	Open			Utility Management Refund	ROQUE, CAROLYN E	\$182.34		
99939	10/12/2021	Open			Utility Management Refund	YEOMANS, DANIELA	\$186.23		
99940	10/13/2021	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
99941	10/13/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
99942	10/13/2021	Open			Accounts Payable	FOP/ALC	\$375.00		
99943	10/13/2021	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	\$311.10		

Payment Register

From Payment Date: 10/11/2021 - To Payment Date: 10/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
99944	10/13/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$345.00		
99945	10/13/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,588.00		
99946	10/13/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
99947	10/13/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$98.50		
99948	10/13/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,140.00		
99949	10/14/2021	Open			Accounts Payable	24/7 GET FIT LLC	\$1,269.00		
99950	10/14/2021	Open			Accounts Payable	A & H ELECTRIC	\$900.00		
99951	10/14/2021	Open			Accounts Payable	AIRGAS USA LLC	\$93.50		
99952	10/14/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$779.97		
99953	10/14/2021	Open			Accounts Payable	BARNETT, OSCAR	\$143.00		
99954	10/14/2021	Open			Accounts Payable	BIBRIESCA, VICTOR	\$500.00		
99955	10/14/2021	Open			Accounts Payable	BTE BODY COMPANY INC	\$7,524.96		
99956	10/14/2021	Open			Accounts Payable	CAMACHO, ANA, M	\$150.00		
99957	10/14/2021	Open			Accounts Payable	D & H ELECTRIC INC.	\$245.00		
99958	10/14/2021	Open			Accounts Payable	DELL MARKETING L.P.	\$26,039.50		
99959	10/14/2021	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$266.61		
99960	10/14/2021	Open			Accounts Payable	EXCEPTIONAL WATER SYSTEMS, LLC	\$1,729.01		
99961	10/14/2021	Open			Accounts Payable	FRANCO, MARTIN, A	\$372.00		
99962	10/14/2021	Open			Accounts Payable	FRED PRYOR SEMINARS	\$398.00		
99963	10/14/2021	Open			Accounts Payable	GALVAN, AURELIO, JR	\$91.00		
99964	10/14/2021	Open			Accounts Payable	GLOBAL EXPERIENCE SPECIALIST INC	\$1,800.00		
99965	10/14/2021	Open			Accounts Payable	GOMEZ, ALEXIS, I	\$143.00		
99966	10/14/2021	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$14,437.00		
99967	10/14/2021	Open			Accounts Payable	GUEVARA, ALAN	\$91.00		
99968	10/14/2021	Open			Accounts Payable	GUTIERREZ, PEDRO	\$500.00		
99969	10/14/2021	Open			Accounts Payable	GUZMAN, JOSE, A	\$101.00		
99970	10/14/2021	Open			Accounts Payable	IRON MOUNTAIN INC	\$228.96		
99971	10/14/2021	Open			Accounts Payable	JAUREGUI, CESAR	\$150.00		
99972	10/14/2021	Open			Accounts Payable	KS STATE BANK	\$236.59		
99973	10/14/2021	Open			Accounts Payable	LAGUNA, JOSE, LUZ	\$756.00		
99974	10/14/2021	Open			Accounts Payable	LIFE-ASSIST, INC.	\$419.54		
99975	10/14/2021	Open			Accounts Payable	LOPEZ, ABRAHAM	\$91.00		
99976	10/14/2021	Open			Accounts Payable	LOPEZ GONZALEZ, STEPHANIE	\$21.30		
99977	10/14/2021	Open			Accounts Payable	LUNA TRUJILLO, YOLANDA	\$548.00		
99978	10/14/2021	Open			Accounts Payable	NORWOOD EQUIPMENT INC.	\$1,515.49		
99979	10/14/2021	Open			Accounts Payable	OFFICE DEPOT	\$517.85		
99980	10/14/2021	Open			Accounts Payable	ORTEGA, LUZ	\$75.00		
99981	10/14/2021	Open			Accounts Payable	PURCELL TIRE CO.	\$885.97		
99982	10/14/2021	Open			Accounts Payable	QUEVEDO, ERICK	\$150.00		
99983	10/14/2021	Open			Accounts Payable	RAYMUNDO, VANESSA	\$2,890.00		
99984	10/14/2021	Open			Accounts Payable	REYNOSO, NIGEL	\$91.00		
99985	10/14/2021	Open			Accounts Payable	RUSH TRUCK CENTER	\$119.25		
99986	10/14/2021	Open			Accounts Payable	SANFORD, JAMES	\$537.56		

Payment Register

From Payment Date: 10/11/2021 - To Payment Date: 10/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
99987	10/14/2021	Open			Accounts Payable	SWEETWATER SOUND INC.	\$333.43		
99988	10/14/2021	Open			Accounts Payable	TORNADO FENCE LLC	\$7,341.00		
99989	10/14/2021	Open			Accounts Payable	VAZQUEZ-BENITEZ, SANTOS	\$2,005.80		
99990	10/14/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$405.18		
99991	10/14/2021	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	\$300.00		
99992	10/14/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$14,067.37		
99993	10/14/2021	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$288.80		
99994	10/14/2021	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$241.38		
99995	10/14/2021	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$71.50		
99996	10/14/2021	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$71.20		
99997	10/14/2021	Open			Accounts Payable	IPS GROUP INC	\$525.58		
99998	10/14/2021	Open			Accounts Payable	LAW OFFICE OF JEREMY CLARIDGE, PLC	\$5,800.00		
99999	10/14/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$89.39		
100000	10/14/2021	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$53.00		
100001	10/14/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$75.00		
100002	10/14/2021	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$26,994.42		
100003	10/14/2021	Open			Accounts Payable	SUN GRAPHICS	\$94.01		
100004	10/14/2021	Open			Accounts Payable	V. CASTRO, ANGELICA	\$244.80		
100005	10/14/2021	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$4,340.29		
100006	10/14/2021	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$168.00		
100007	10/14/2021	Open			Accounts Payable	PHOENIX PUMPS, INC	\$4,949.86		
100008	10/14/2021	Open			Accounts Payable	MARTINEZ LOPEZ, JOSE ALFREDO	\$220.00		
Type Check Totals:									
EFT									
91 Transactions							\$144,626.35		
416	10/14/2021	Open			Accounts Payable	ALSCO, INC	\$1,438.46		
417	10/14/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$185.62		
418	10/14/2021	Open			Accounts Payable	BLT ASPHALT LLC	\$883.58		
419	10/14/2021	Open			Accounts Payable	BORDER GYM	\$220.00		
420	10/14/2021	Open			Accounts Payable	CSC OF YUMA	\$618.98		
421	10/14/2021	Open			Accounts Payable	HAAKER EQUIPMENT COMPANY	\$14.87		
422	10/14/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,202.00		
423	10/14/2021	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$778.75		
424	10/14/2021	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$4,166.67		
425	10/14/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$11,772.00		
426	10/14/2021	Open			Accounts Payable	LG ON SITE LLC	\$737.21		
427	10/14/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$104.84		
428	10/14/2021	Open			Accounts Payable	ROACH PEST CONTROL	\$1,245.00		
429	10/14/2021	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$1,193.18		
430	10/14/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	\$420.00		
431	10/14/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	\$140.00		
432	10/14/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$564.45		
433	10/14/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$5,083.44		
435	10/14/2021	Open			Accounts Payable	ALSCO, INC	\$390.29		
436	10/14/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$537.82		

Payment Register

From Payment Date: 10/11/2021 - To Payment Date: 10/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
437	10/14/2021	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$175.00		
438	10/14/2021	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$74.88		
439	10/14/2021	Open			Accounts Payable	CDWG	\$1,075.74		
440	10/14/2021	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$3,022.42		
441	10/14/2021	Open			Accounts Payable	DESERT WATER STORE INC	\$121.09		
442	10/14/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$270.00		
443	10/14/2021	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$40,252.13		
444	10/14/2021	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,935.09		
445	10/14/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$1,600.00		
446	10/14/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$460.00		
447	10/14/2021	Open			Accounts Payable	SMITH, RALPH E. SR.	\$100.00		
448	10/14/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$767.95		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$84,551.46	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$144,626.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$144,626.35	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$84,551.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	32	\$84,551.46	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 10/11/2021 - To Payment Date: 10/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open		\$229,177.81	\$0.00	
					Reconciled		\$0.00	\$0.00	
					Voided		\$0.00	\$0.00	
					Stopped		\$0.00	\$0.00	
					Total		\$229,177.81	\$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$144,626.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$144,626.35	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$84,551.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	32	\$84,551.46	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	123	\$229,177.81	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	123	\$229,177.81	\$0.00

David
Espitia

Digitally signed by: David
Espitia
DN: CN = David Espitia
email = despitia@sanluisaz.
gov C = AD O = City of San
Luis OU = Finance
Date: 2021.10.14 17:29:16 -
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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 10/27/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval and authorization of the transfer of funds from the General Non-Departmental and HURF contractual services account to Risk Management Cancer Fund Expense account. **(Monica Castro, Director of Finance)**

SUMMARY:

As an element of the State budget process this year, the annual assessment to support the operations of the Department of Revenue (ADOR) was repealed. Additionally, the legislature established the Municipal Firefighters Cancer Reimbursement Fund (MFCR). The elimination of the ADOR fees provides a budget to cover the new MFCR assessment.

The purpose of this fund Industrial Commission of Arizona (ICA) is to reimburse municipalities for workers' compensation paid to firefighters or fire investigators for a disease caused by outlined cancers and presumed to arise out of employment.

Beginning this year and going forward indefinitely, the MFCR assessment will be billed by the ICA. Failure to pay the assessment before the due date will result in the ICA instructing the Treasurer's office to withhold State shared TPT and Share (income tax) until the assessment is paid in full.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND AUTHORIZE CITY OFFICIALS TO EXECUTE THE TRANSFER OF FUNDS AS STATED ON THE FISCAL IMPACT OF THIS AGENDA ITEM TO COVER THE INVOICE FROM THE INDUSTRIAL COMMISSION OF ARIZONA AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	\$90,076.56
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-80000 \$77,180.68 ,200-210-80000 \$63,515.66

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

We are requesting council approval to transfer budget allocated for the ADOR fees in HURF and Non-Departmental to Risk Management to cover for the new Cancer fund fees as follows:

FROM:

- 100-999-80000 GF Non-Departmental Contractual Services the amount of \$68,300.00
- 200-210-80000 HURF Contractual Services the amount of \$21,800.00

TO:

- 100-740-80011 Cancer Fund \$90,100.00

Attachments

ICA Cancer Fund Invoice

**INDUSTRIAL
COMMISSION
OF ARIZONA**



INVOICE

800 W. Washington Street
Suite 301
Phoenix, AZ 85007

DATE: September 30, 2021
INVOICE # MFCRF22065
BILL TO: SAN LUIS

City of San Luis
PO Box 7740
San Luis, AZ 85349

	DESCRIPTION	AMOUNT
	FY 2022 Municipal Firefighters Cancer Reimbursement Fund Assessment (A.R.S. § 23-1703)	\$90,076.56
	TOTAL	\$90,076.56
	EARLY PAYMENTS	\$0.00
	BALANCE DUE	\$90,076.56

Payment is due no later than November 30, 2021.

Please Remit Checks To:
Industrial Commission of Arizona
800 West Washington Street, Suite 301
Phoenix, Arizona 85007
Reference Invoice: MFCRF22065

Wire Transfer Instructions:
Bank of America
ABA: 026009593
Account: 000001000985
Reference: ICA MFCRF22065

Accounting Division Phone: (602) 542-4654
Tax Unit Email: taxes@azica.gov
Agency Webpage: <https://www.azica.gov/>



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 10/27/2021

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

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Major Amendment Case No. 2021-0335 and Resolution No. 2198. A resolution of the Mayor and City Council of the City of San Luis amending the 2040 General Plan to change the land use designation of 429.53 acres from Commercial (C) and Employment (EMP) to Medium Density Residential (MDR) and 37.48 acres from Employment (EMP) to Commercial (C) on land located on the southeast corner of County 24th Street and Avenue E. **(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. Action on Resolution No. 2198

SUMMARY:

REQUEST:

To change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

APPLICANT:

DuBose Design Group, Inc. representing Von Verde Development LLC, Elizabeth Carpenter, David Loo and Moy Farming Company LLC.

LOCATION:

The parcels are located on the southeast corner of County 24th Street and Avenue E in San Luis, Arizona.

BACKGROUND:

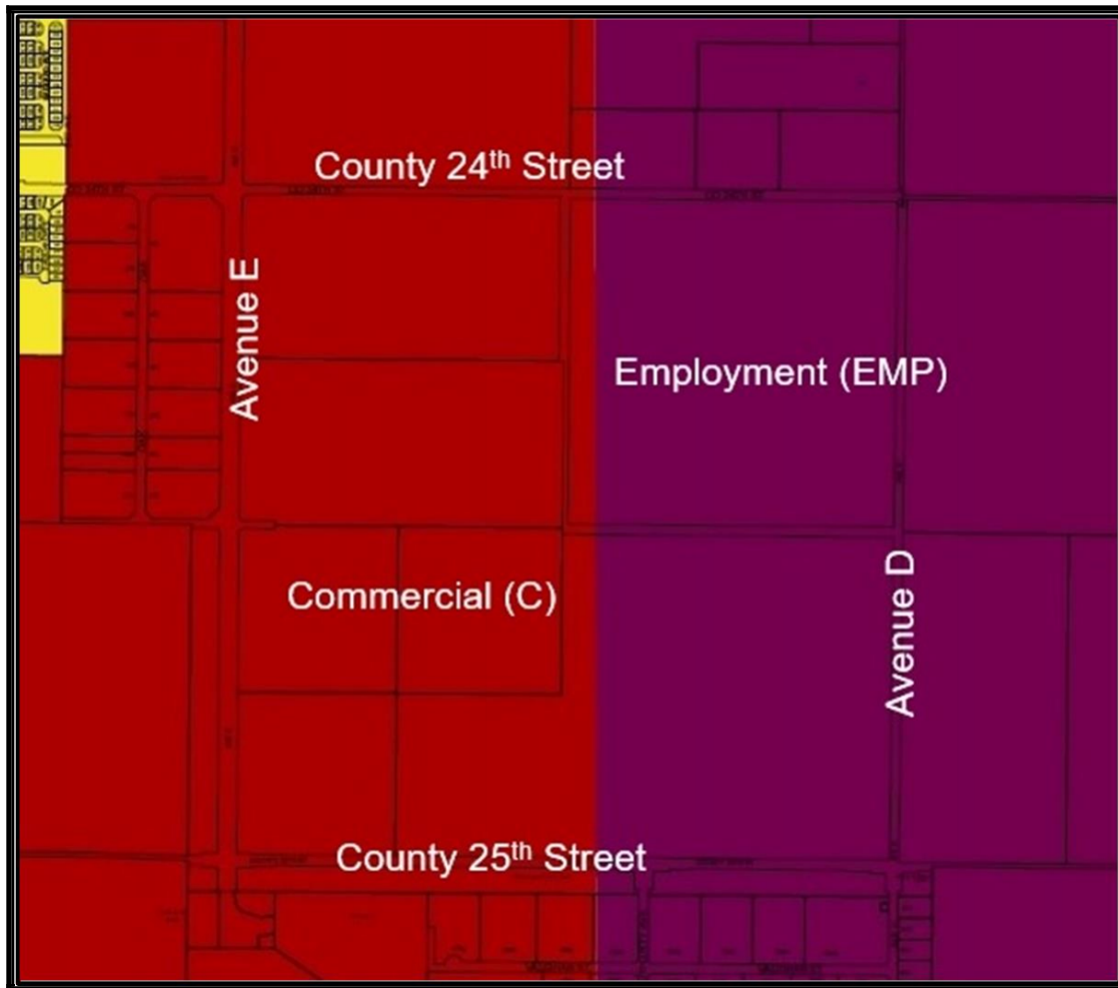
In 2019 Major Amendment Case No. 2019-0396 was withdrawn by the applicants for a similar request on the subject properties, this case was submitted under the City of San Luis 2020 General Plan. Later, on November 2020, the City adopted the 2040 General Plan.

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City

Council to pass a Major Amendment.

GENERAL PLAN:

The City of San Luis 2040 General Plan identifies two existing land use categories in the area south of County 24th Street between Avenue E and Avenue D, Commercial (C) and Employment (EMP), as shown on the map below:



Existing Land Use Map

Existing Land Use category

Commercial (C): The Commercial land use category is intended to provide for the primary commercial areas serving the community including neighborhood, community, and regional-scale development. Commercial areas provide convenient community access to goods and services and may include retail, service commercial, professional offices, light industrial and employment uses.

Zoning districts permitted within C: MU, C1, C2 and LI.

Employment (EMP): The Employment (EMP) land use category is intended to provide areas with a focus on creating jobs to serve the community including warehouses, distribution centers, business parks, corporate centers, research and development facilities, light industrial, and heavy industrial uses.

Zoning districts permitted within EMP: LI and HI

Proposed Land Use Category

Medium Density Residential (MDR): The Medium Density Residential (MDR) land use category is intended to provide for detached single family residential development on moderately sized lots.

Zoning districts permitted within MDR: R1-6, R1-8, R1-12, R2, MHS, MHP and PUD.

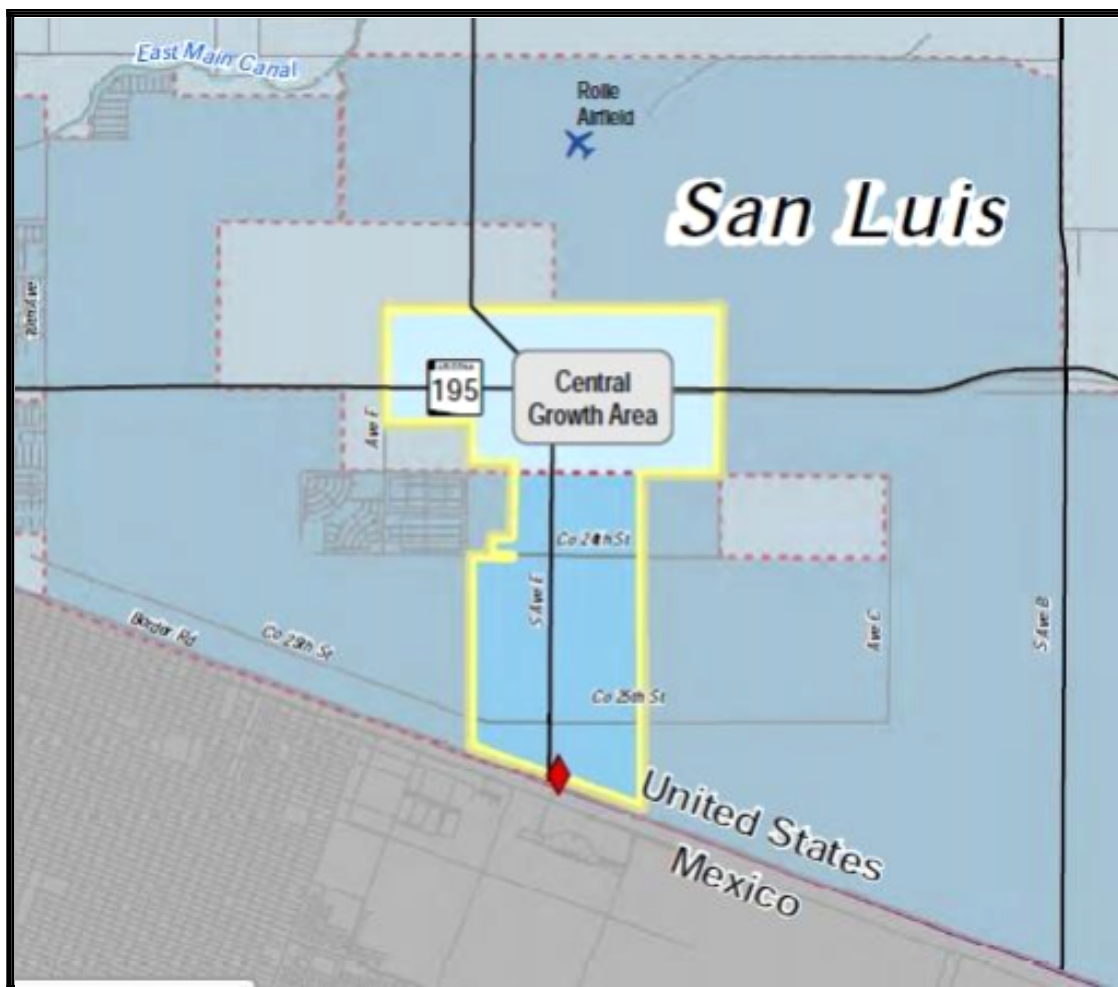
Commercial (C): The Commercial land use category is intended to provide for the primary commercial areas serving the community including neighborhood, community, and regional-scale development. Commercial areas provide convenient community access to goods and services and may include retail, service commercial, professional offices, light industrial and employment uses.

Zoning districts permitted within C: MU, C1, C2 and LI

The approval of this major amendment will allow the applicants to rezone the subject properties to Medium Density Residential and Commercial zoning districts. The existing condition of the subject property is native desert undeveloped land zoned commercial (C2) and light industrial (LI).

CRITICAL ISSUES:

Parcels located east of the Avenue D ½ alignment are located outside the Central Growth Area identified in the 2040 General Plan. According to the adopted 2040 General Plan Growth Element, the city should prioritize growth in the growth areas identified on the General Plan since these areas are suitable for multi-modal transportation and for infrastructure expansion. The Central Growth Area in the City of San Luis is shown below:



Central Growth Area Map

General Plan Policies:

Policy G-1.4: Preserve and protect areas designated for employment from encroachment by single-family residential or other incompatible uses.

The proposed residential land use change will be encroaching into employment land use designation in the area between Avenue D ½ and Avenue D. This proposal goes against this adopted policy since the applicant is not only requesting a land use change from Employment to Medium Density Residential but also is proposing residential development adjacent to employment in areas located to the south and

east of this proposal.

Policy G-7.1 The City of San Luis should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner.

Infrastructure needs to be expanded for this proposal. Road improvements along all the existing arterial streets, a new sewer lift station to move wastewater to the existing east wastewater treatment plant and water line extensions or possibly a new water well in the area. According to the adopted City of San Luis 2040 General Plan, parcels located east of the Avenue D ½ alignment are located outside the Central Growth Area. Only the portion of the subject properties between Avenue E and Avenue D ½ are located inside the Central Growth Area where infrastructure is more likely to be expanded. In addition, the only road connection for this land use change is Avenue E. This request is partially in compliance with this adopted policy since new infrastructure needs to be constructed for this proposal.

Policy G-8.1 New development should provide a transition between uses with differing densities/intensities by incorporating compatible land use strategies.

This proposed land use change will be located adjacent to Commercial and Employment land use categories which some uses can be a compatible land use category with the proposed residential development. These land use categories will be located to the north and south. However, the adjacent properties located to the east are the location of the proposed solar wind energy tower. These adjacent properties are under contract with one of the applicants for the construction of the solar wind energy tower that would resemble a nuclear plant cooling tower design. This use will not be compatible with the proposed Medium Density Residential land use category. For this reason, this request is not in compliance with this adopted policy.

Policy G-9.3 Ensure growth areas are served and connected by major transportation routes and other modes of transportation.

Development in the Central Growth Area is served and connected by Avenue E and County 24th Street. Both arterial roads are not fully improved. Although, the city Public Works Department can request traffic studies for proposed subdivisions in accordance with Public Works Standards, Avenue E is the only connection to Cesar Chavez Boulevard/SR-ASH. The applicant is not proposing a different route for road transportation for the proposed residential development. In addition, County 24th Street will be the only road access for the solar wind energy tower if approved. This request is not in compliance with this adopted policy.

Policy PS 6.1 Require new growth and development to construct and dedicate public utility infrastructure to serve the development including water, wastewater and storm water improvements.

The developer should be responsible for providing all the necessary improvements including road construction, water, wastewater, and storm water. The proposed residential development will be required to construct and dedicate public utility infrastructure to serve the new development.

The east wastewater treatment plant is located on Avenue D north of County 24th Street. A new lift station will be needed and possibly a new water well for this land use change. This request will be in compliance with this adopted policy if the developers construct and dedicate public utility infrastructure to serve the development.

Policy PS 14.1 Plan the siting of higher intensity uses along major roadway corridors, such as Avenue E and Cesar Chavez Boulevard/SR-ASH.

This proposed land use change, if approved, will allow Medium Density Residential development along major roadways, the residential land use is not considered a high intensity use. Residential development is being proposed along Avenue E and County 24th Street. This policy supports commercial and industrial uses adjacent to these major roadways only. For this reason, the request is not in compliance with the adopted policy.

APPROVAL CRITERIA:

The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all the following criteria:

- 1. The development pattern contained in the existing San Luis General Plan-Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment.**

There are no sites or properties located east of Avenue E designated for residential development. The land use plan only designates land located west of Avenue E for residential development. The Medium Density Residential land use designation can be allowed east of Avenue E only if the proposal is consistent with the goals and policies of the San Luis 2040 General Plan.

- 2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.**

The amendment is not an overall improvement to the San Luis 2040 General Plan because the request is not consistent with the goals and policies of the General Plan. For example, commercial development is not being proposed along Avenue E with residential development on the back. However, commercial development is being proposed on the southeast corner of Avenue E and County 24th Street and in the northeast corner of Avenue E and County 25th Street. In addition, residential development will be adjacent to property zoned heavy industrial to the east side along Avenue D and commercial development is compatible with the existing detention center and the wastewater treatment plant north of County 24th Street along Avenue D.

- 3. The amendment will not adversely impact the community as a whole or a portion of the community by:**

- a. Significantly altering acceptable existing land use patterns;**

Existing land use patterns are commercial and industrial only. This land use change will alter existing land use patterns in the area.

- b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact development in other areas.**

The proposed amendment will require additional and more expensive improvements to roads, sewer and water delivery systems. However, the existing land use designations of commercial and industrial could also require both extensive and expensive improvements.

- c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.**

The residential land use change will increase residential traffic in an area mainly designated for commercial and industrial uses. If approved, residential traffic will be combined with commercial trucking along Avenue E and County 24th Street.

- d. Affecting the livability of the area or the health and safety of the residents.**

Currently, there are no residential development east of Avenue E. However, if the proposed Medium Density Residential land use change is approved, the health and safety of the new residents could be affected by existing and future industrial uses like the detention center, the east wastewater treatment plant and the solar wind energy tower if approved.

- 4. The amendment is consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances.**

Only the parcels adjacent to the east treatment plant are consistent with the goals and objectives of the General Plan since the request is for commercial land use designation. Residential development along Avenue E, County 24th Street and adjacent to heavy industrial zoning to the east is not consistent with the 2040 General Plan's overall intent, vision and goals and objective.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60-day review period and reviewed by various city and outside agencies. Staff received no comments during the 60-day review period.

As required by State Statute, staff has sent notification letters to property owners within 600 feet of the proposed project (15 letters). In addition, notification letters were sent to the property owners in the Magrino Industrial Park.

Staff received comment letters from the City Engineer, City Fire Department, Yuma County Development Services and the Arizona Department of Transportation (ADOT) for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021, at the City Hall Council Chambers at 6:00 p.m. The purpose of the Citizen Review Meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. 27 people were in attendance during the meeting.

Arizona Revised Statutes (A.R.S. § 9-461.06(E)) require that cities over 25,000 in population must hold two (2) public hearings for any Major General Plan Amendment. The two (2) or more public hearings must be held in two (2) different locations on two (2) different dates. However, because two (2) items were continued during the second public hearing a third public hearing was held on October 12, 2021.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission first made a motion to deny the request and with 2-2 vote the motion failed to pass, then the Planning and Zoning Commission made a motion to recommend approval and with a 4-0 vote the motion passed as requested and the Planning and Zoning Commission recommends approval of this request.

STAFF RECOMMENDATION:

Staff Recommends approval to change the land use designation from Employment (EMP) to Commercial (C) for parcels 227-11-006,007 and 008 totaling 37.48 acres. This land use change is in compliance with the adopted policies of the City of San Luis 2040 General Plan.

Staff recommends denial to change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), since the request is not consistent or in compliance with the adopted policies of the City of San Luis 2040 General Plan and a portion is located outside the Central Growth Area.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING

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

B. I MOVE TO CLOSE PUBLIC HEARING

C. OPTION NO. 1

I MOVE TO APPROVE RESOLUTION NO. 2198, APPROVING THE CHANGE OF THE LAND USE DESIGNATION FROM EMPLOYMENT TO COMMERCIAL, AND TO DENY CHANGING THE LAND USE DESIGNATION FROM COMMERCIAL AND EMPLOYMENT TO MEDIUM DENSITY RESIDENTIAL AS RECOMMENDED BY STAFF;

OR

OPTION NO. 2

I MOVE TO APPROVE RESOLUTION NO. 2198, APPROVING MAJOR GENERAL PLAN AMENDMENT CASE NO. 2021-0335 AS RECOMMENDED BY THE PLANNING & ZONING COMMISSION;

OR

OPTION NO. 3

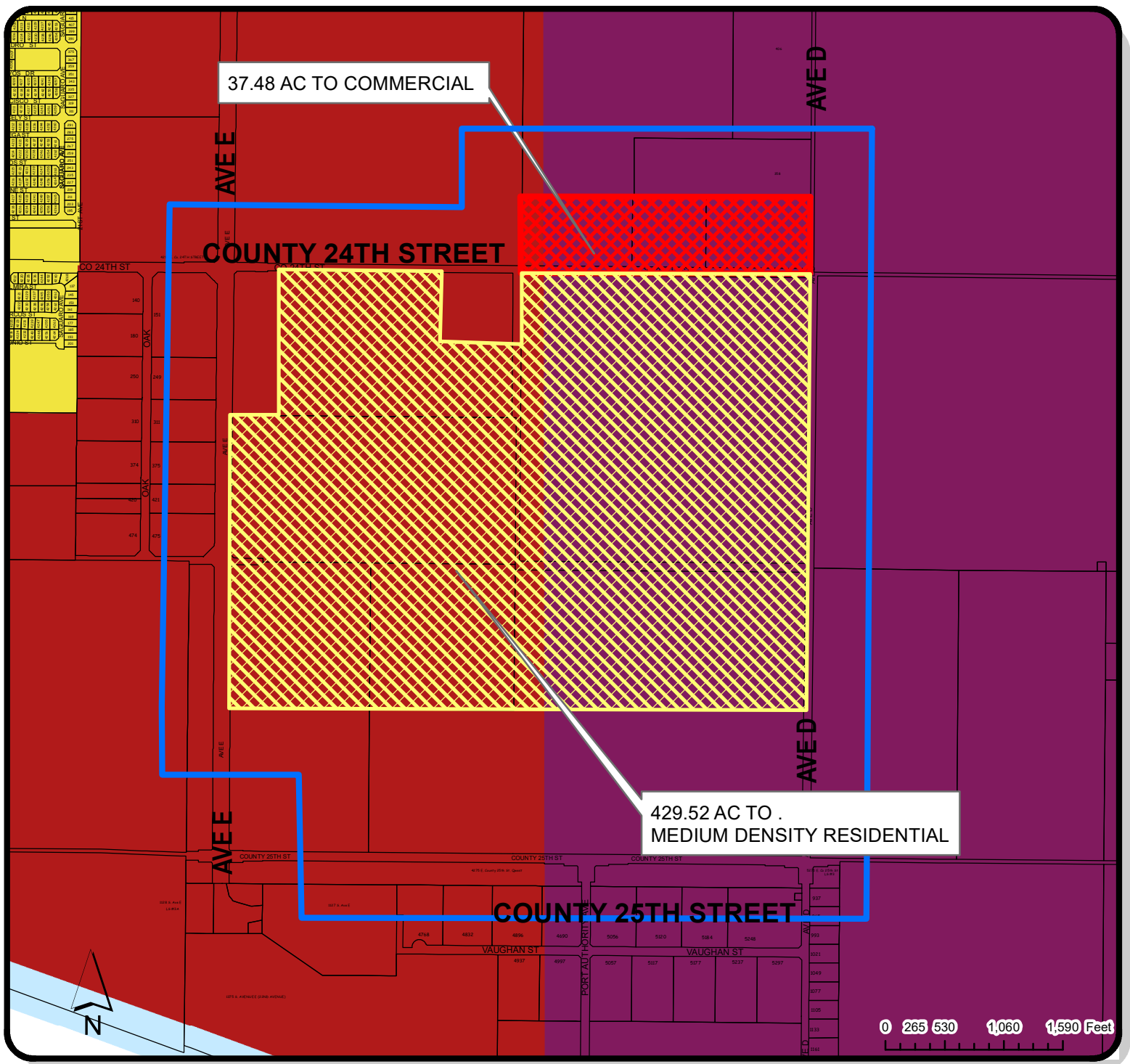
I MOVE TO DENY MAJOR GENERAL PLAN AMENDMENT CASE NO. 2021-0335

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):
None

Attachments

Location Map
Resolution No. 2198
Applicant Narrative
Comment Letters
Pre annexation agreement



LOCATION OF SUBJECT PROPERTY

PARCELS: 227-11-006, 227-11-007, 227-11-008, 227-14-001
 227-14-002, 227-14-004, 227-14-006, 227-14-007, 227-14-008

LOCATION MAP

- Legend**
LAND USE
- Medium Density Residential
 - High Density Residential
 - Commercial
 - Employment
 - Mixed Use Activity Center
 - Conservation

600ft Notification Area

MAJOR AMENDMENT

CASE #
2021-0335

DATE:
 5/6/2020

CHECKED BY:
 ROMAN PACHECO

PLANNING & ZONING

GIS

CREATED BY:
 ISAAC GUTIERREZ

APPROVED BY:
 JOSE A. GUZMAN



Resolution

NO. 2198

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE 2040 GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF ASSESSOR'S PARCELS 227-14-006, 007, 008 AND A PORTION OF PARCEL 227-14-009 TOTALING 197.97 ACRES FROM COMMERCIAL (C) TO MEDIUM DENSITY RESIDENTIAL (MDR), PARCELS 227-14-002 AND A PORTION OF PARCEL 227-14-004 TOTALING 231.56 ACRES FROM EMPLOYMENT (EMP) TO MEDIUM DENSITY RESIDENTIAL (MDR) AND PARCELS 227-11-006, 007 AND 008 TOTALING 37.48 ACRES FROM EMPLOYMENT (EMP) TO COMMERCIAL (C); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, City of San Luis pursuant to Resolution No. 2134 adopted the City of San Luis 2040 General Plan on the 10th day of June, 2020;

WHEREAS, DuBose Design Group Inc applied for a Major Plan Amendment to change the Land Use Designation of Assessor's parcels 227-14-006, 007, 008 and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002 and a portion of parcel 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C); as attached hereto as "Exhibit A"

WHEREAS, the Planning and Zoning Commission held public hearings on this proposed amendment on September 14th, 2021, September 21st, 2021 and October 12th 2021 and made a recommendation of Approval to the City Council; and

WHEREAS, the City Council of the City of San Luis, Arizona held a public hearing on this proposed amendment on October 27, 2021 and adopted a motion to approve the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, Arizona, that the City of San Luis 2040 General Plan is hereby amended to change the Land Use Designation from Commercial and Employment to Medium Density Residential and From Employment to Commercial for the following parcels located at:

From Commercial and Employment to Medium Density Residential the following parcels:

Parcel 1: A portion of the N½, of the NW ¼ of Section 14 Township 11 South and Range 24 west. Except road right of way **(26.91 acres only)**

Parcel 2: S½ of the NW ¼ of Section 14 Township 11 South Range 24 West Except road right of way. **(76.67 acres)**

Parcel 3: NW¼ of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. **(37.6 acres)**

Parcel 4: NE¼ of the SW¼, of Section 14, Township 11 South Range 24 West. Except road right of way. **(39.8 acres)**

Parcel 5: NE¼ of Section 14, Township 11 South Range 24 West. Except road right of way. **(153.4 acres)**

Parcel 6: N½ of the SE¼ of Section 14, Township 11 South Range 24 West. Except road right of way. **(70 acres +/-)**

From Employment to Commercial the following parcels:

Parcel 1: Section: 11 Township: 11S Range: 24W BEG C4 COR SEC 11 TH N 659.65FT E 2639.18FT S 658.94FT W 2638.96FT EXC PT W OF E LINE W2 SW4 SE4 & EXC S33FT **(13.75 acres)**

Parcel 2: Section: 11 Township: 11S Range: 24W E2 SE4 SW4 SE4 & W2 SW4 SE4 SE4 LESS S 33FT **(9.5 acres)**

Parcel 3: Section: 11 Township: 11S Range: 24W BEG C4 COR SEC 11 TH N 659.65FT E 2639.18FT S 658.94FT W 2638.96FT EXC PT E OF W LINE OF E2 SE4 SW4 SE4 & EXC S 33FT **(14.23 acres)**

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

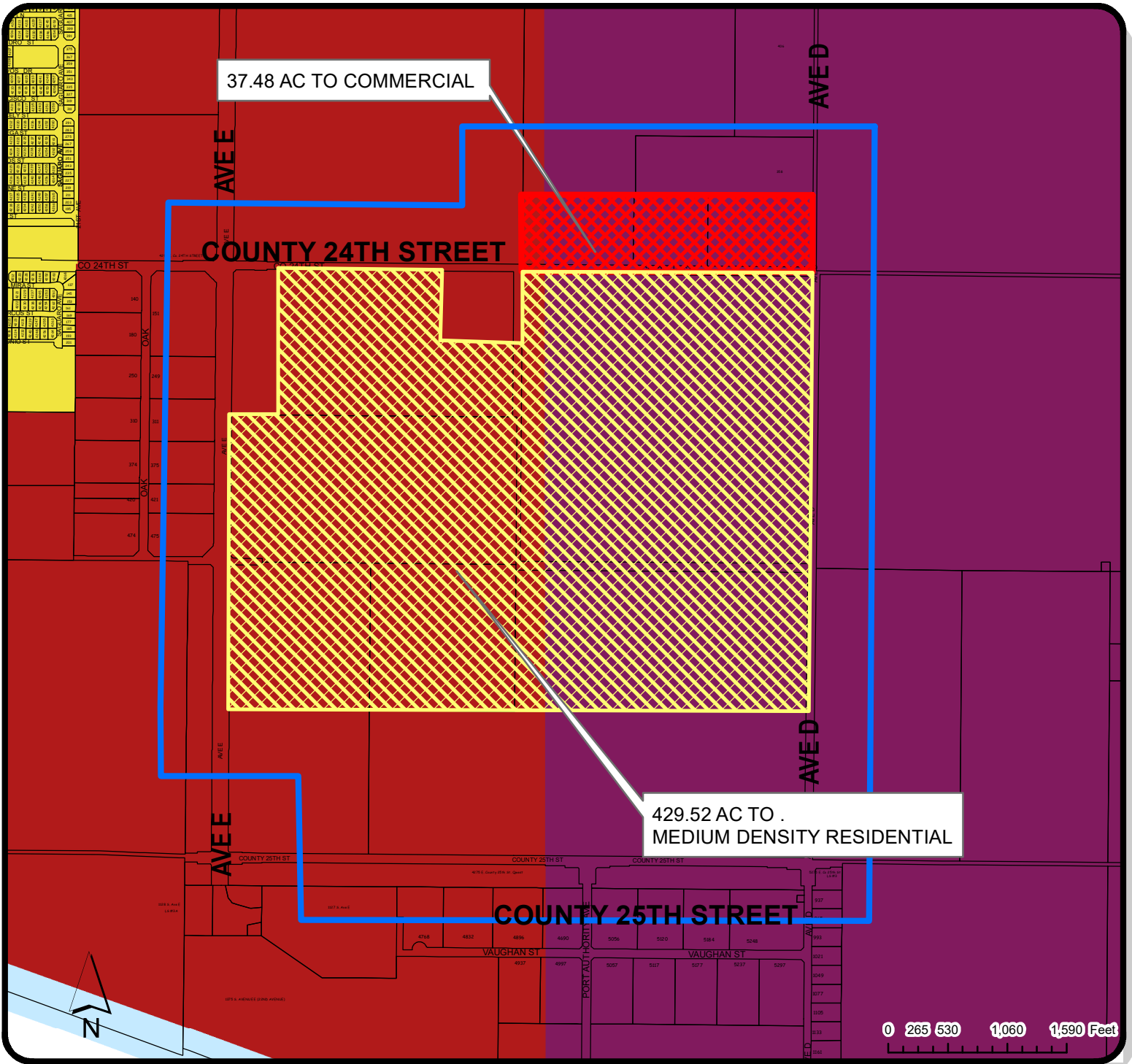
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



LOCATION OF SUBJECT PROPERTY

PARCELS: 227-11-006, 227-11-007, 227-11-008, 227-14-001
227-14-002, 227-14-004, 227-14-006, 227-14-007, 227-14-008

LOCATION MAP

- Legend**
LAND USE
- Medium Density Residential
 - High Density Residential
 - Commercial
 - Employment
 - Mixed Use Activity Center
 - Conservation

 600ft Notification Area

MAJOR AMENDMENT

CASE #
2021-0335

DATE:
5/6/2021

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

Project Description

The application site is located in the City of San Luis, Arizona, just north of the San Luis II Commercial Port of Entry and Border Crossing. The applicant's are seeking a Major General Plan Amendment. It is the applicant's goal to create a more diversified land use configuration which will inhibit economic growth within the new development. Current configuration of land use was solely designated as industrial use. By diversifying the land use pallet, the applicants as well as the city is allowing for the diversification of land uses which vary from open space, residential, medium residential, high density residential, public facility, commercial and neighborhood commercial as well as leaving some of the existing acreage available for industrial uses as previously intended.

APNs are listed below in Table 1 identifying the parcels included in the major general plan amendment. the table identifies current land use designation and the propose land use designation.

Table 1

APN	APPLICANT	CURRENT LAND USE DESIGNATION	PROPOSED LAND USE DESIGNATION
227-11-006	VON VERDE DEVELOPMENT AZ LLC	Employment	General Commercial
227-11-007	VON VERDE DEVELOPMENT AZ LLC	Employment	General Commercial
227-11-008	VON VERDE DEVELOPMENT AZ LLC	Employment	General Commercial
227-14-002	VON VERDE DEVELOPMENT AZ LLC	Employment	Medium Density Residential
227-14-004	MOY FARMING COMPANY LLC	Employment	Medium Density Residential
227-14-004	MOY FARMING COMPANY LLC	Employment	Medium Density Residential
227-14-006	MOY FARMING COMPANY LLC	Employment	Medium Density Residential
227-14-006	MOY FARMING COMPANY LLC	Employment	Medium Density Residential
227-14-007	ELIZABETH CARPENTER	Commercial	Medium Density Residential
227-14-007	ELIZABETH CARPENTER	Commercial	Medium Density Residential
227-14-008	VON VERDE DEVELOPMENT AZ LLC	Commercial	Medium Density Residential
227-14-009	LOO DAVID	Commercial	Medium Density Residential

Infrastructure

There is an existing sewer plant in the area and an existing lift station at the corner of 25th and Ave D that would serve the southwest quadrant of the application. A new lift station will be required on the north west corner of Ave. D and 24th street to serve the balance of the property. All which can be paid though impact fees and or fair share cost of the property at the time of development. The same can be said about additional roads that would service the project area with potential funding assistance using state and federal funding. And creating a funding or assessment district in the area could also be a financing option.

Truck route planning is key to this application and switching in the future for truck traffic to connect trucks to Hwy 195 along Ave C, or further east to Ave B will be required. And when the East Port opens up further in the future that would allow cars and pedestrians to use that crossing, separating cars from the trucks will be beneficial. It will be important to carefully plan how the current truck traffic on Ave E continues with each phase of development in the Zone and Tentative Map stages.

Residential Locations and Public Facilities

The current development pattern is primarily residential, growing at a steady pace heading east down 24th approaching Avenue E. Avenue E is the west boundary of the project. This GPA will accommodate that residential growth pattern and will allow for more diverse development while allowing for some of the existing industrial use in the project area to remain.

The placement of the school site depicted on the application maps will accommodate for some of the students living in East San Luis which would eliminate the need for bussing those children to and from their current school site in the town of Somerton. Additional school sites will be required to serve the growth of student population in the application area and will be added later in the zone change and tentative map stage.

Cross Border Mirroring

By analyzing the existing cross border industrial development and land uses south of the border in San Luis Sonora and other border communities between Mexico and the US, the amount of industrial property currently in the General Plan is much more than what the city and community could reasonably expect to see develop in the future. By allowing for a diverse land use mix to the area, industrial development could benefit from having that diversity. The amount of industrial land planned left in our General Plan application would therefore provide a more realistic amount of industrial land use that would accommodate both existing and potential growth for the future in a way that will not hinder or impact any of San Luis economic development.

Smart Growth

The project land use design fits the smart growth pattern for opportunities to grow, work, and be mobile therefore reducing impacts to the environment by providing close to living, work and shopping proximity planning. By mixing these land uses it means building homes, offices, schools, parks, shops, restaurants, and other types of development would be near one another. In theory, mixed land uses bring more people to a neighborhood at a variety of times of day, which can support businesses, improve safety, and enhance the vitality of an area. Mixing land uses also makes it possible for people to live closer to where they work and also means they may not need to drive a car to get there. This approach can boost property values and keep them stable, protecting the investment of homeowners as well as tax revenues for city.



August 26, 2021

MAJOR GENERAL PLAN AMENDMEN CASE NUMBER: 2021-0335

CASE SUMMARY: A request by DuBose Design Group, Inc., on behalf of Von Verde Development LLC, Elizabeth Carpenter, David Loo and Moy Farming Company LLC., owners, to change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:
Tuesday the 7th day of September 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARINGS: September 14 and 21, 2021

COMMENTS DUE: September 2, 2021

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,
Fernando Villegas
Principal Planner

Attachment: Location Map

.....
 COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals.

Date: 08/30/21

Agency: The City of San Luis Fire Department

Phone: 928/341-8550

Return to: P&Z@sanluisaz.gov



August 26, 2021

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Thank you,
Fernando Villegas
Principal Planner

Attachment: Location Map

COMMENTS NO COMMENTS

Enter Comments below:

I reviewed the Major Amendment Cases, and while I do not usually do not have comments on land use cases, the one comment I do have on cases 2021-0335 and 2021-0340 is that there are properties involved with these cases that are adjacent to the City of San Luis' East Wastewater Treatment Plant. Should there be any buffers between especially the residential properties and perhaps some commercial properties and the treatment plan? To minimize potential odor complaints and other complaints.

Date: 09/06/21
Agency: JIM Davey, City Engineer
Phone: 928-782-7926
Return to: P&Z@sanluisaz.gov

Good morning, below is the ADOT Southwest District's comments on the major amendments to the 2040 City of San Luis General Plan. Thank you.

"ADOT Southwest District has no comment on the proposed land use change; however, we would like to request to review and comment on a Traffic Impact Analysis (TIA) once there is a specific development. Direct access to SR 195 from the development will not be permitted as this is an access-controlled highway."

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov



Yuma County, Arizona
DEPARTMENT OF DEVELOPMENT SERVICES
2351 West 26th Street, Yuma, Arizona 85364
Phone: (928) 817-5000
Fax: (928) 817-5020

Craig Sellers, P.E., CPM
Director

Comments for City of San Luis, Arizona

Major General Plan Amendment Case Nos. 2021-0335, 0337 & 0340

Residential Development in the areas identified under the proposed major amendments will create incompatible land uses and allow for non-contiguous land use patterns. The subject properties are in close proximity to City of San Luis Commercial Port of Entry and abutting or surrounded by Commercial and Employment Land Use Designations. The Commercial and Employment Land Use Designations allow for a variety of commercial and industrial uses, including manufacturing, plants, warehouses, etc. which are conveniently located in close proximity to the Commercial Port of Entry and along a major transportation network (i.e Avenue E and County 24th Street which connect to the Area Service Highway). The allowance of the type of residential development being proposed to encroach upon and co-exist with high intensity commercial or industrial uses could be disruptive to both future residents and act contrary to the goals and objectives of the City of San Luis General Plan and the functions of the San Luis Commercial Port of Entry.

Date: 9/1/2021

Agency: Yuma County Department of Development Services, Planning and Zoning Division

Contact: Juan Leal Rubio, Senior Planner

Phone: 928-817-5176



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 936

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING A PREANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SAN LUIS PORT II INDUSTRIAL PARK, L.L.C.

Whereas, San Luis Port II Industrial Park, L.L.C., an Arizona Limited Liability Company, desires to enter into a preannexation development agreement ("Preannexation Development Agreement") with the City of San Luis, Arizona ("City") to provide for the annexation and development of certain territory to be annexed into the City of San Luis; and

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


Whereas, the parties to the Preannexation Development Agreement desire to enter into said agreement;

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


Section 1: That the Preannexation Development Agreement between the City of San Luis, Arizona and San Luis Port II Industrial Park, L.L.C. 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.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 27th day of April, 2011.

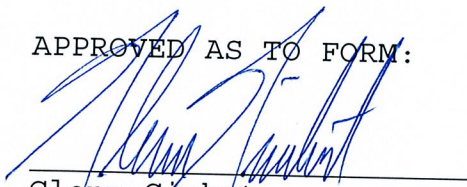

for Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

PREANNEXATION
DEVELOPMENT AGREEMENT

ANNEXATION CASE NO. 2010-01

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 27th day of April, 2011 ("Effective Date"), by and between San Luis Port II Industrial Park LLC, 10602 Camino Del Sol, Yuma Arizona 85367 (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"). This Agreement is entered into pursuant to City Resolution Number 936.

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 as well as pre-annexation development agreements to provide for development of property after its annexation;
- B. WHEREAS, Developer will be the owner of land contiguous to the municipal limits of the City, and is surrounded on at least three sides by the City;
- C. WHEREAS, the Developer desires to annex this property into the City and to establish certain terms and conditions regarding development of its property; and
- D. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 936, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

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

- 1.1. "City" shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.
- 1.2. "Developer" shall mean and refer to San Luis Port II Industrial Park LLC, an Arizona limited liability company, successor(s), or nominee.

1.3 "Improvements" shall mean and refer to all public improvements which may be constructed from time to time in and around the Property.

1.4 "Improvement Costs" shall mean and refer to all costs, expenses, fees and charges actually incurred and paid to contractors, architects, engineers, surveyors, third-party construction managers, governmental agencies and other third parties for materials, labor, design, engineering, surveying, land acquisition, site excavation and preparation, governmental permits, payment and performance bonds, and other costs and expenses reasonably necessary for the construction or installation of one or more Improvements. "Improvement Costs" shall not include any profit to or mark-up by any person or entity seeking payment under a buy-in or other payment agreement, or their affiliates, and any other costs or expenses not reasonably necessary for the construction or installation of the Improvements.

1.5 "Property" as used in this Agreement shall mean and refer to all of the real property which is shown in Exhibit A (Annexation Map) and legally described as:

S1/2 S1/2 SE1/4 of Section 11, Section 13 and Section 14, T 11 S, R 24 W,
G.&S.R.B.&M. Yuma County Arizona.

1.6 "Street Standards" shall mean and refer to the street standards which govern the design and construction of the Improvements for public streets required under each subdivision plat approved for all or any portion of the Property, and shall be the street standards set forth in the City of San Luis subdivision ordinance in effect at the time the applicable subdivision plat is approved by City Council, subject to the following: (a) the subdivision ordinance in effect on the Effective Date is the City of San Luis Subdivision Ordinance, July 8, 2008 Edition and the Street Standards set forth therein shall govern the public street Improvements that are part of the public infrastructure requirements for the initial subdivision plat for the Property being processed concurrently with the Zoning Approvals (defined below); (b) the infrastructure requirements and total right-of-way for Avenue D, Avenue C, and County 25th Street shall be as provided in Section 3.2, Section 3.3, and Section 3.4, respectively, and any and all Street Standards applicable to such streets are hereby modified reflect the right-of-way widths and infrastructure requirements of such Sections; and (c) Developer is authorized to install flat curbs within the portions of the Property zoned as industrial, as provided in Section 3.11 hereof, and any and all Street Standards applicable to such curbs are hereby modified to be consistent with the provisions of Section 3.11.

ARTICLE 2. ANNEXATION; WAIVER

2.1 Proposition 207 Waiver. Developer hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property, as a result of the City's approval of the Annexation Ordinance (defined herein), the City's approval of the City ordinance granting the Zoning Approvals (defined herein) and enforcement of the conditions to such approval set forth in such zoning ordinance (provided that Developer agrees to the inclusion of such conditions in the zoning ordinance), and the City's approval of, and performance under, this Agreement. The

terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

2.2 Annexation Petition. City, having held public meetings thereon, has filed in the office of the Recorder of Yuma County a blank petition, as required by A.R.S. § 9-471, setting forth a description and an accurate map of all the exterior boundaries of the Property (the "Annexation Petition"). After the Annexation Petition is consented to and signed by Developer, City shall comply with the requirements of A.R.S. § 9-471 and, if determined to be in the best interest of City, adopt an ordinance annexing the Property into the municipal boundaries of City ("Annexation Ordinance"). Notwithstanding the foregoing, the City agrees that Developer's consent to the Annexation Petition is expressly conditioned on the approval and entering into of this Agreement by City and the granting of the zoning approvals in the corresponding zoning case considered for approval by City Council immediately after approval of the Annexation Petition ("Zoning Approvals").

ARTICLE 3. PROVISIONS FOR WASTEWATER MANAGEMENT PLANS; OPTION TO PURCHASE; DEVELOPMENT OF PROPERTY; AND RIGHTS-OF-WAY

3.1 Duration of Development Agreement. The term of this Agreement shall commence on the Effective Date, and shall terminate on the date which is 30 years after the Effective Date. If the proceedings to annex the Property into the City have not been completed on or before December 15, 2011, or such later date as agreed to by City and Developer, the provisions of this Agreement shall be deemed to not have become operative and this Agreement shall terminate and have no further force or effect. If the Agreement is so terminated, Developer may record a document evidencing such termination in the land records of Yuma County.

3.2 Avenue D. Avenue D shall be a public street from County 24th Street to County 25th Street. Avenue D from the northern boundary of the Property to County 25th Street shall be a Major Collector street, with a total right-of-way of 80 feet along the alignment shown on Exhibit B. Within one-year after the Effective Date, provided that the Property's annexation into the City has been completed, Developer shall dedicate, through quit-claim deed or map of dedication, the portion of the Property east of Avenue D between County 24th Street and County 25th Street necessary to increase the right-of-way for that portion of Avenue D to 80 feet, provided that the total amount of such dedication shall not exceed a width of 34 feet. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts Avenue D, Developer shall design, construct, and install the half-street improvements for that portion of Avenue D included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of Avenue D shall be limited to the portion of Avenue D which directly abuts the portion of the Property that Developer is then developing. Such public improvement requirements shall not include the relocation of all or any portion of the power poles of the Arizona Public Service Corporation (the "Power Poles"). City agrees that Developer shall have no obligations with respect to the Power Poles, including, without limitation no obligation to relocate or underground the Power Poles, or locate new power poles in the same or a different location.

3.3 Avenue C. Avenue C shall be a public street from County 24th Street to County 25th Street. Avenue C shall be a Major Collector street, with a total right-of-way of 80 feet along its current section-line alignment. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts Avenue C, Developer shall dedicate, through a subdivision plat dedication or map of dedication, the portion of such Property within the Subdivision Plat that is necessary to increase the half-street right-of-way for Avenue C, west from centerline, to 40 feet, provided that the total amount of such dedication shall not exceed 7 feet. As a further part of the public improvement requirements for each such Subdivision Plat, Developer shall design, construct, and install the half-street Improvements for that portion of Avenue C included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of Avenue C shall be limited to the portion of Avenue C which directly abuts the portion of the Property that Developer is then developing.

3.4 County 25th Street. County 25th Street shall be a public street along its current section-line alignment; and shall be classified as a Minor Arterial with a total right-of-way of 100 feet. At the time of recordation of each Subdivision Plat approved for any portion of the Property that abuts County 25th Street, Developer shall dedicate, through a subdivision plat dedication or map of dedication, the portion of such Property necessary to increase the right-of-way for County 25th Street to 100 feet. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts County 25th Street, Developer shall design, construct, and install the half-street Improvements for the portion of County 25th Street included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of County 25th Street shall be limited to the portion of County 25th Street which directly abuts the portion of the Property that Developer is then developing. Notwithstanding the foregoing, City agrees that the public improvement requirements and City design standards require Developer to only dedicate the half-street right-of-way for County 25th Street. Developer's agreement to dedicate the full-street right-of-way has been made in consideration of the City's agreements, herein, including without limitation, the City's agreements set forth in Section 3.6.

3.5 Signalization at Avenue E and County 24th Street and at Avenue E and County 24 ½ Street. Those Improvements needed within the City right-of-way shall be at the cost of the City. Prior to signalization, the City agrees to place 4-way stop signs at the intersection of Avenue E and County 24th Street and/or County 24 ½ Street as conditions may warrant in the City's discretion. At such time as a traffic signal is warranted at the intersection of Avenue E and County 24th Street, Developer (or succeeding parties) shall participate in the cost of signalization equal to ¼ of the total cost. At such time as a traffic signal is warranted at the intersection of Avenue E and County 24 ½ Street Developer (or succeeding parties) shall participate in the cost of signalization equal to ¼ of the total cost.

3.6 Wastewater Management Plans and Access to Water and Wastewater Mains. The City hereby modifies the City of San Luis East Master Sewer Service Area Map to change the service boundary line of Service Area # 2 and Service Area # 3 as follows:

- The south half of Section 13, T 11 S, R 24 W, G. & S.R.B.&M. that is currently located on Service Area #3 will be incorporated into Service Area # 2 ("Area #2 Property");
- The north half of Section 14, T 11 S, R 24 W, G. & S.R.B. & M. that is currently located on Service Area #2 will be incorporated into Service Area #3 ("Area #3 Property").

After the Effective Date, Service Area #2 and Service Area #3 shall have the service boundary lines set forth on Exhibit C hereto. The City shall take all actions necessary to effectuate the change in the boundaries of the Service Areas described in this Section 3.6.

The City's current sewer lift station, located as depicted on Exhibit C, shall serve the Area #3 Property ("Area #3 Lift Station"). In consideration of the full-street dedication for County 25th Street and other Developer agreements set forth herein, the City shall allow the wastewater collection system for the Area #3 Property to connect to the Area #3 Lift Station. The City shall allow for such connection and the connection of the Area # 3 Property to the City's wastewater collection system without such connection being subject to any infrastructure reimbursement requirements, buy-in-fees, or any other fees or costs related to infrastructure costs for such wastewater collection system, including, without limitation the Area #3 Lift Station, save and except regular impact fees (defined under ARS § 9-463.05 as development fees). The City represents and warrants that the City owns the Area #3 Lift Station and has the authority, without further approval, to allow the Area #3 Property to be connected to the Area #3 Lift Station in accordance with the provisions of this Section 3.6.

Within one-year after the Effective Date, provided that the Property's annexation into the City has been completed, Developer shall convey by quit-claim deed the following described land ("Lift Station Land"):

*That part of the Southeast Quarter of Section 11, Township 11 South, Range 24 West of the Gila and Salt River and Meridian, Yuma County, Arizona, more particularly described as follows:
Beginning at the Southwest corner of the Southeast Quarter of Section 11,
Thence N 00°26'29" Ea distance of 659.62 feet along the West line of the Southeast Quarter to a point;
Thence S89031'30" Ea distance of 2,506.18 feet to **The True Point of Beginning**;
Thence continuing S89 31 '30"E a distance of 100.00 feet to a point;
Thence S00027'38"W a distance of 100.00 feet to a point;
Thence N89031 '30"W a distance of 100.00 feet to a point;
Thence N0o027'38"E a distance of 100.00 feet to **The True Point of Beginning**;
Containing 0.23 acres more or less.*

The fair market value of the Lift Station Land is hereby determined to be \$75,000 per acre (the "Fair Market Value").

City shall cause the construction of the Sewer Lift Station for Service Area #2 in a manner that allows for Service Area #2 to receive wastewater collection services from the City. At the time of development, City shall connect the portion of the Property within Service Area #2 to the

City's wastewater collection system through the Sewer Lift Station for Service Area #2. City and Developer acknowledge that all of Service Area #2 shall be subject to a payment agreement for the total Improvement Costs for the construction of the Lift Station. City agrees that the Fair Market Value of the Lift Station Land shall be credited as a payment against the total amount owed by all or any portion of the Property under such payment agreement

- Developer shall have access to the water main located on County 24th Street, east of Ave. E, and may be able to tap into or otherwise use the main without having to pay, or otherwise be assessed, a special charge for the development and/or cost of construction of said main. The then current owner or developer of each portion of the Property being developed shall at all times pay all applicable regular impact fees (defined under ARS § 9-463.05 as development fees), utility fees, or building permit fees of the City.
- Developer shall have access to the sewer line located on Ave. E south of County 24th Street and may be able to tap into or otherwise use the sewer line without having to pay, or otherwise be assessed, a special charge for the development and/or cost of construction of said main. The then current owner or developer of each portion of the Property being developed shall at all times pay all applicable regular impact fees (defined under ARS § 9-463.05 as development fees), utility fees, or building permit fees of the City.

3.7 Public Safety Facilities. From undeveloped land on the parcel described on Exhibit D hereto (the "Additional Land"), Developer agrees to dedicate, to the City of San Luis, property in an amount not to exceed 5 acres, for only the construction and use by the City of a facility to be used for City governmental purposes (the "Government Facilities Land"). The Government Facilities Land shall be conveyed to City subject to deed restrictions which shall provide that the Government Facilities Land shall be only used by the City for the construction and use of a facility for City governmental purposes, and if (a) a City governmental facility is not constructed on the Governmental Facilities Land within 10-years from the date of the conveyance, or (b) the Government Facilities Land ceases to be used for a City governmental purpose, or (c) the City conveys, leases or otherwise transfers its ownership or possessory interest in the Government Facilities Land, then Developer shall have the right to cause title in the Government Facilities Land to revert back to Developer. City may designate, as the Government Facilities Land, a portion of the Additional Land which has a frontage on County 24th Street. The City shall assume any and all responsibility for environmental assessment and/or remediation, if needed or necessary. City agrees to exercise this designation on or before November 1, 2011.

The City shall allow all of the Additional Land (including the Government Facilities Land) to be connected to the City's water system and wastewater collection system. The connection of the Additional Land to the City's wastewater collection system shall be made through the main sewer line and not by connection to a Sewer Lift Station. At the time City develops the Government Facilities Land, City shall construct all infrastructure Improvements, at its own cost and expense, necessary for the connection of the Additional Land to the City's water system and wastewater collection system, provided that Developer shall dedicate to the City, without charge to the City, the public utility easement required for the installation of water and sewer

lines necessary for such connection. If Developer develops the Additional Land before development of the Government Facilities Land, Developer shall construct such infrastructure Improvements at its own cost and expense, provided that Developer's infrastructure requirements shall only require Developer to connect the Additional Land to the City's wastewater system through the main sewer line, and there shall be no requirement to install a Lift Station to serve the Additional Land.

3.8 Access on Avenue E. At the present time, access on Avenue E between the County 24th Street alignment and the County 25th Street alignment is restricted to every half-mile (County 24th Street, County 24-1/2 Street, and County 25th Street). At such time as additional access to any private property located on the west side of Avenue E is granted access on Avenue E, City agrees to use its best efforts to grant the same degree of access to the portion of the Property located on the east side of Avenue E between the two aforementioned alignments. It is understood that this subsection is conditioned upon the City's right, power, or authority to grant access. It is also understood that the promise to use its best efforts is not a promise of access.

3.9 Zoning. Developer shall have the right to apply for zoning changes, and as long as the proposed change in zoning is in conformance with the most current City of San Luis General Plan, City agrees that staff will recommend approval, subject to such conditions as may reasonably be deemed appropriate and are allowable under applicable law. City agrees that the Property may be developed in accordance with the zoning designation applicable to the Property, any site plans or subdivision plats for the Property approved by City through its normal and customary site plan or subdivision plat approval process (respectively, the "Site Plans" or the "Subdivision Plats"), and the provisions of this Agreement, and such right shall be vested as of the Effective Date for the term of this Agreement. City agrees that the Developer has the right to apply for rezoning for each portion of the Property without charge during the period beginning January 1, 2011 and ending on the date which is forty-eight months after the date on which the Annexation Ordinance becomes effective. During that forty-eight month period, the Developer agrees to pay for all legal publications including notice of Public Hearing(s) and the final publication of the Ordinance.

3.10 Avenue E streetscape. At the time of development of any portion of the Property that abuts Avenue E, the Developer agrees to install xeriscape landscaping in the parkway between the property line and the edge of the paved surface of the portion of Avenue E between (a) the mid-way point between County 25th Street and County 24 ½ Street (i.e., the County 24 ¾ Street alignment), and (b) the mid-way point between County 24 ½ Street and County 24th Street (i.e., the County 24 ¼ Street alignment). The number and type of landscaping shall be in accordance with the landscaping standards attached hereto as Exhibit E. The design of the landscaping, sidewalks, storm water retention/detention elements, and/or fencing shall be part of the subdivision improvement plans and drawings that will be subject to City approval pursuant to the City of San Luis subdivision ordinance then in effect at the time the applicable subdivision plat is approved by City Council. Stormwater facilities for the adjacent street may be incorporated within the landscaping. The City will maintain the landscaping and storm water retention upon acceptance of these Improvements. City agrees that Developer may take time to develop the landscaping and sidewalks, and may take up to three years to do so from the

date of the subdivision plat approval. In the event the other Improvements to the subdivision are developed ahead of said landscaping and sidewalks, the delay in sidewalk and landscaping development shall not delay acceptance by the City of the other Improvements. At all times, any adequate assurances posted for development of Improvements shall be adjusted to reflect the value of outstanding offsite Improvements and any warranty period pursuant to the Subdivision Ordinance of City.

3.11 Use of flat curbs. Developer may use flat curbs within the portions of the Property which are zoned as Industrial. Said flat curbs shall be constructed to City of San Luis Construction Standards (or other generally applicable engineering standards adopted by the City through its normal and customary adoption process), provided, that Developer shall not be required to install sidewalks within the portions of the Property in which Developer uses flat curbs. The Developer shall use vertical curbs within the portions of the Property which are zoned as Commercial. All curbs on Avenue E, Avenue D, Avenue C, County 24th Street, or County 25th Street shall be vertical curbs regardless of zoning.

3.12 Design, Construction and Dedication. Improvements shall be designed, constructed and dedicated in accordance with applicable laws, including, without limitation, the City's normal and customary plan submittal, review and approval processes, day-to-day inspection requirements, and insurance requirements. When the Improvements, or a discrete portion thereof, are completed, then upon written request of City or Developer, Developer shall dedicate and City shall accept such Improvements. City shall grant all rights, licenses, easements, and rights of entry necessary to permit Developer to construct the Improvements within the public rights-of-way.

ARTICLE 4. INDEMNIFICATION

4.1 Developer agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("Indemnified Group") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney expense), relating to, arising out of, resulting from the Developer's negligent acts or omissions or intentional torts which relate to Developer's performance under this Agreement, including but not limited to work or services provided in the performance of this Agreement by Developer's subcontractors or any one directly or indirectly employed by or contracting with the Developer or subcontractor or by anyone for whose acts Developer may be liable. Notwithstanding the foregoing, the provisions of this Section 4.1 do not extend to any liability, claims, damages, losses or expenses which result from the negligent acts or omissions, or intentional torts of the City, for which the City agrees to indemnify and hold harmless Developer, its officers, directors, partners, shareholders, managers, members and employees for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney expense).

4.2 If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Developer (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 Developer, or if covered by insurance, the insurer, all of which must be approved by City, which approval will not be unreasonably withheld, conditioned 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 if Developer neglects or refuses to provide an adequate defense, and the Developer shall pay the reasonable costs and expenses thereof.

4.3 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, conditioned or delayed. If Developer neglects or refuses to defend any of the Indemnified Group for a claim covered by the indemnity set forth in Section 4.1, any recovery or judgment against the Indemnified Group for a claim covered by such indemnity shall conclusively establish the amount of Developer's liability to the Indemnified Group in connection with such recovery. If the City desires to settle any claim covered by the indemnity set forth in Section 4.1 for which Developer neglects or refuses to defend, the City shall be entitled to settle such claim in good faith and Developer shall be liable for the amount of such settlement and all expenses in connection with such settlement. Any dispute between the parties regarding whether or not a claim is covered by the indemnity set forth in Section 4.1, or whether Developer has neglected or refused to provide a defense, shall be resolved in accordance with the provisions of Section 5.2.

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

ARTICLE 5. MEDIATION AND DEFAULT

5.1 **Representatives.** To further the cooperation of the parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager and the initial representative for the Developer shall be its project manager, as identified by the Developer 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 nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Developer shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list

of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the 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, termination, specific performance, and/or 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, at the rate of 10% per annum, 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 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.

6.2 No Personal Liability. No member, official or employee of the City shall be personally liable to Developer, 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 Developer or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Developer; (ii) the shareholders, members or managers or constituent partners of Developer; or (iii) officers of Developer.

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:

parties to this Agreement or by their successor 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 Developer execute such agreement amendment or cancellation, as required by A.R.S. § 9-500.05.

7.10 Attorney's 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 attorney's fees and court costs.

7.11 Notice of Conveyance or Assignment. The Developer 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. Developer may assign all or any portion of its rights hereunder to any one or more persons or entities, on such terms and conditions as Developer may deem appropriate, provided, however, that Developer may not convey all or any portion of its rights hereunder unless the corresponding obligations of the Developer are assumed by the assignee of Developer's rights. Notice of the assignment and assumption of Developer's obligations shall be reflected in a document that shall be executed by Developer and such assignee and recorded by Developer in the records of Yuma County, Arizona. Upon the recordation of such document, Developer will be released from the obligations assumed by the assignee. The burdens of this Agreement bind and the benefits of this Agreement inure to the parties hereto and their successors in interest and assigns as provided in A.R.S. § 9-500.05.D

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 Developer, 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 Developer or successor, or under any obligation under the terms of this Agreement.

EXHIBIT "C"

CITY OF SAN LUIS NEW SEWER SERVICE AREA #2 & #3 BOUNDARY LINE

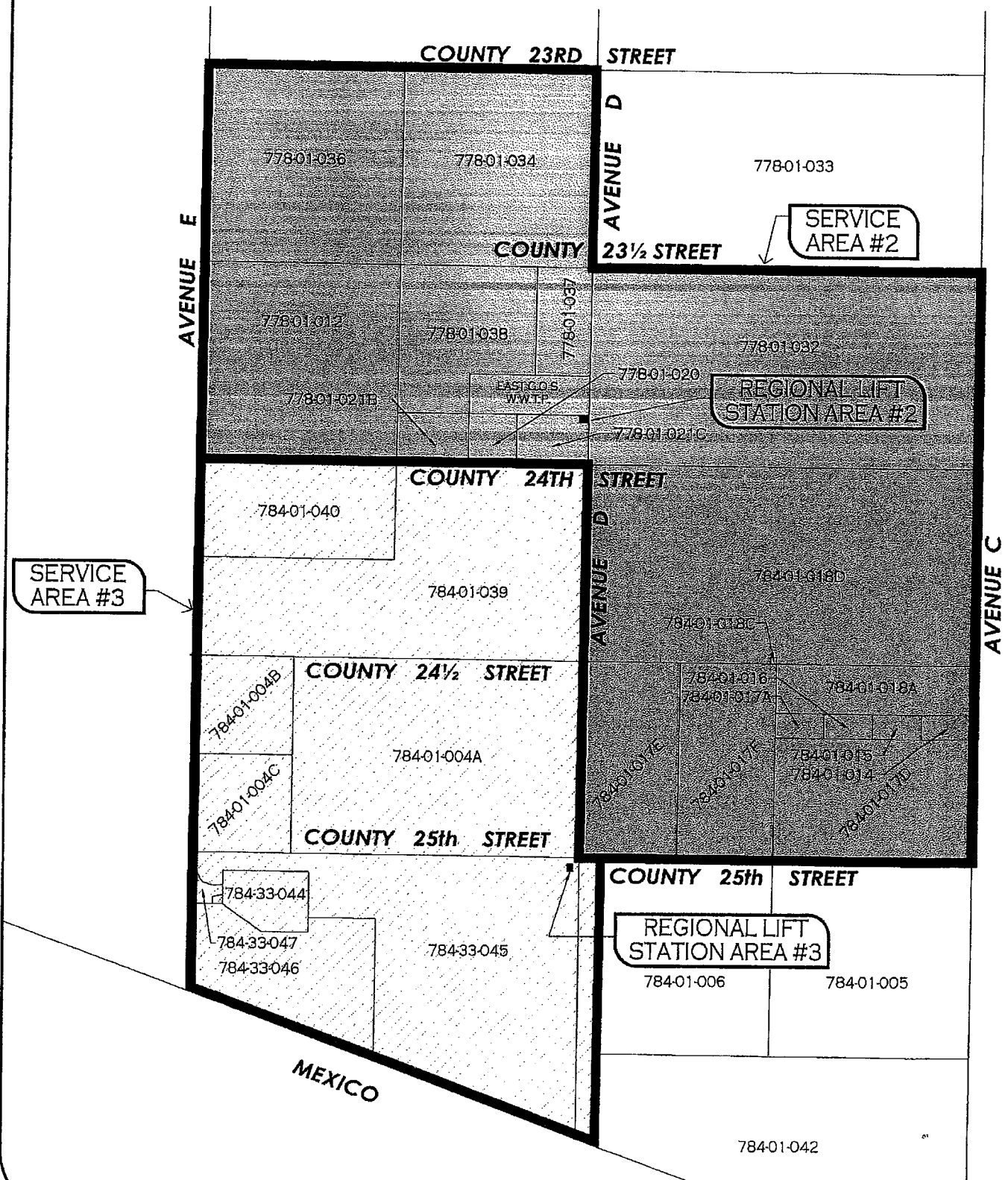


EXHIBIT "D"

CITY OF SAN LUIS PUBLIC SAFETY FACILITIES.

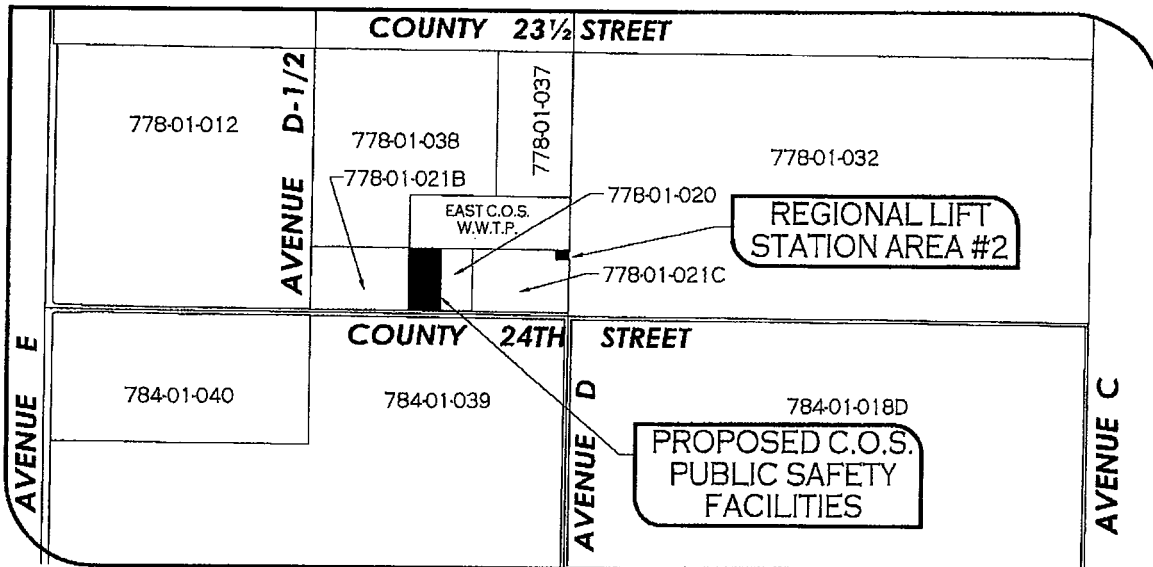
LEGAL DESCRIPTION

The East Half (E 1/2), of the Southeast Quarter (SE 1/4), of the Southwest Quarter (SW 1/4), of the Southeast Quarter (SE 1/4) of Section 11, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

Except the south 33.00 feet.

Subject to all easements and right of ways apparent or record.

Containing 5.0 acres gross more or less



LOCATION MAP



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 10/27/2021

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

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Major Amendment Case No. 2021-0337 and Resolution No. 2199. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the 2040 General Plan to change the land use designation of 20 acres of land located on the northeast corner of 20th Avenue and County 24-1/2 Street from Commercial (C) to Medium Density Residential (MDR). **(Jose A. Guzman, Director of Planning & Zoning)**

- A. Open public hearing
 - 1. Staff presentation
 - 2. Call to the public on this item
- B. Closing of public hearing
- C. Action on Resolution No. 2199

SUMMARY:

REQUEST:

To change the land use designation of a 20-acre parcel from Commercial (C) to Medium Density Residential (MDR). This Major Amendment will allow the applicant to rezone to the R1-6 zoning district for the construction of a residential subdivision. Assessor's Parcel 227-15-030.

APPLICANT:

Core Engineering Group P.L.L.C. on behalf of Border Ranches II AZ L.L.C.

LOCATION:

The subject property is located on the northeast corner of 20th Avenue and County 24 ½ Street in San Luis Arizona.

BACKGROUND:

Recently, Lot Split Case No. 2021-0275 was approved to create the subject property. The property owner requested a minor amendment for the adjacent parcel to the north (Minor Amendment Case No. 2021-0336). The request was to change the land use designation of the parcel to north from Commercial (C) to Medium Density Residential (MDR). The case was denied by City Council on September 8, 2021. This major amendment case is the same request as the recently denied Minor Amendment Case No. 2021-0336.

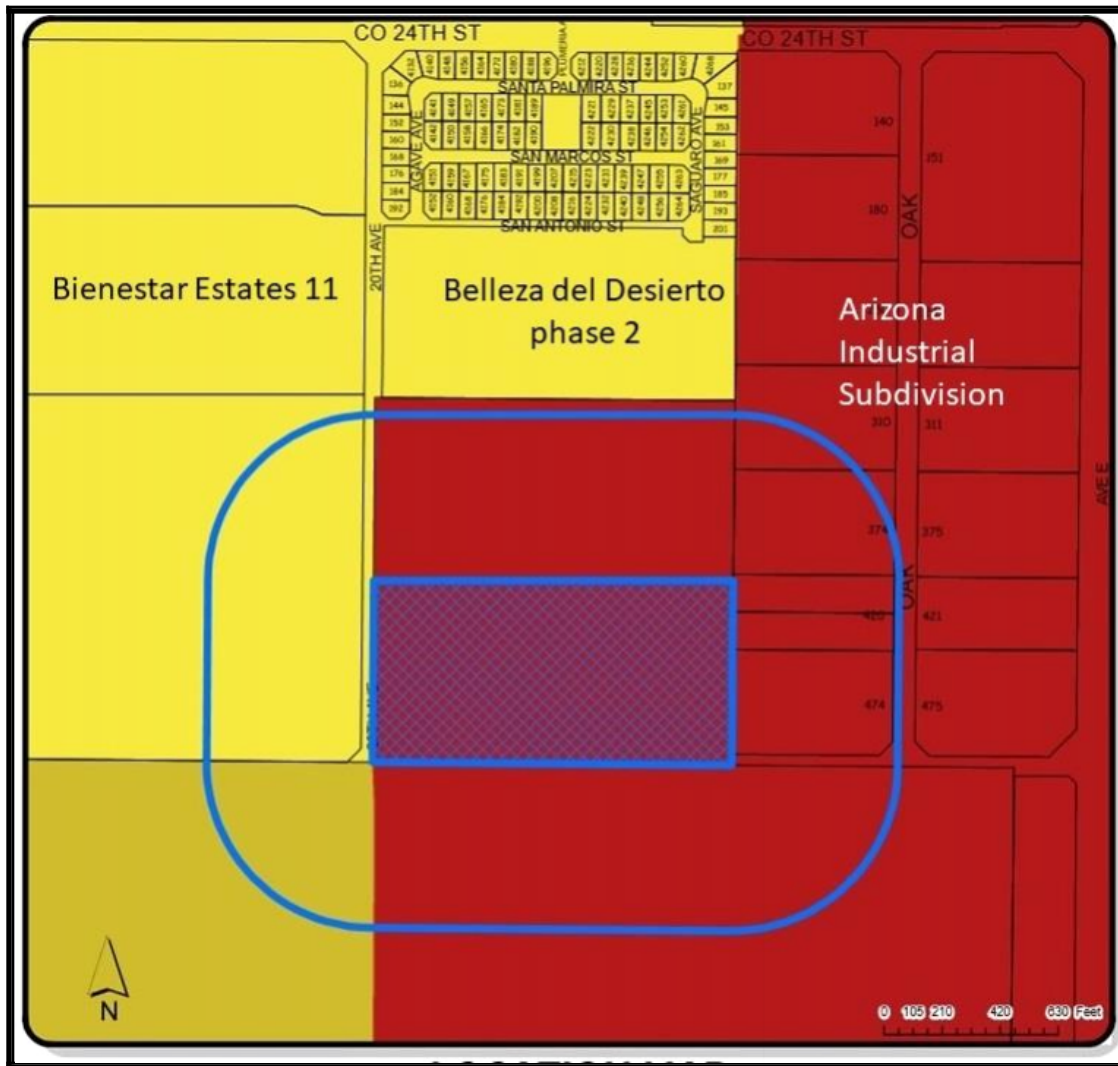
If this major amendment is approved the applicant will be requesting the rezoning of the subject parcel to R1-6 for the construction and development of a residential subdivision.

The City of San Luis 2040 General Plan requires a minor amendment for any change in a non-residential land use category of less than 20 contiguous acres to a residential land use category. For this reason, the applicant submitted a minor amendment application to change the land use designation of the parcel to the north from Commercial (C) to Medium Density Residential (MDR) (Minor Amendment Case #2021-0336). However, a major amendment was required for the south parcel because both properties are more than 20 contiguous acres.

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City Council to pass a Major Amendment.

GENERAL PLAN:

The existing land use category for the subject property is Commercial (C) as shown on the land use map below:



Existing Land Use Map

Existing Land Use category

Commercial (C):The Commercial land use category is intended to provide for the primary commercial areas serving the community including neighborhood, community, and regional-scale development. Commercial areas provide convenient community access to goods and services and may include retail, service commercial, professional offices, light industrial and employment uses.

Zoning districts permitted within C: MU, C1, C2 and LI

Proposed Land Use Category

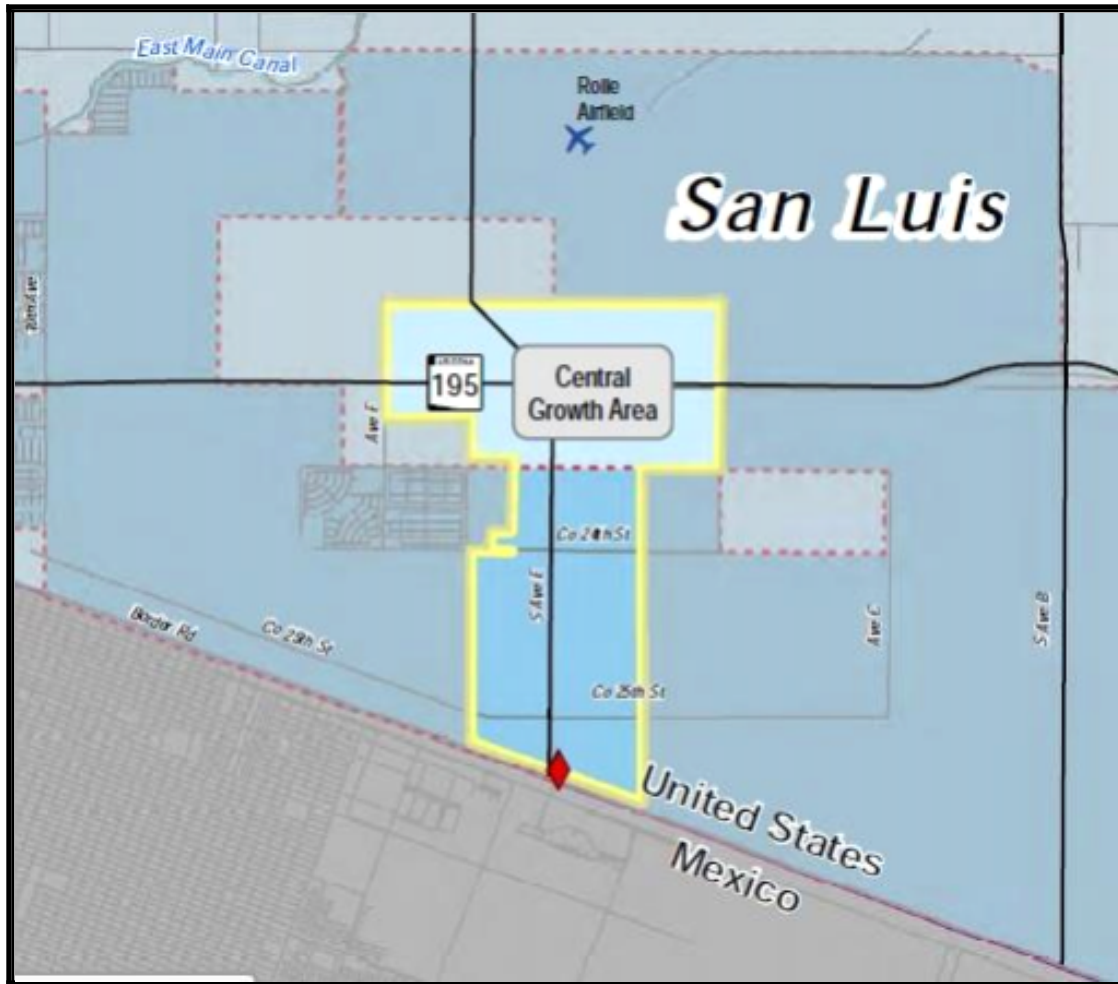
Medium Density Residential (MDR):The Medium Density Residential (MDR) land use category is intended to provide for detached single family residential development on moderately sized lots.

Zoning districts permitted within MDR: R1-6, R1-8, R1-12, R2, MHS, MHP and PUD.

The approval of this major amendment will allow the applicant to rezone the subject property to Medium Density Residential zoning districts. The existing condition of the subject property is native desert undeveloped land zoned light industrial (LI).

CRITICAL ISSUES:

The subject property is located inside the Central Growth Area identified in the 2040 General Plan. According to the adopted 2040 General Plan Growth Element, the city should prioritize growth in the growth areas identified on the General Plan since these areas are suitable for multi-modal transportation and for infrastructure expansion. The Central Growth Area in the City of San Luis is shown below:



Central Growth Area Map

General Plan Policies:

Policy G-7.1 The City of San Luis should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner.

The subject property is located inside the Central Growth Area identified in the 2040 General Plan where infrastructure can be expanded. Existing development in the area has provided access to the infrastructure needed for residential development. However, County 24th Street is not fully improved and traffic in the area has increased. This request is partially in compliance with this adopted policy.

Policy G-8.1 New development should provide a transition between uses with differing densities/intensities by incorporating compatible land use strategies.

The subject property is not located adjacent to a compatible land use designation to the north since Minor Amendment Case No. 0336 was denied and the parcels to the north, south and east are designated as commercial. The only compatible land use is located to the west. This request is not in compliance with this adopted policy.

Policy G-9.3 Ensure growth areas are served and connected by major transportation routes and other modes of transportation.

Subdivisions in the Central Growth Area are served and connected by Avenue E and County 24th Street. Both arterial roads are not fully improved. However, the city Public Works Department can request a traffic study for proposed subdivisions in the area in accordance with the Public Works Standards. A traffic study can ensure that all the improvements necessary are done by the developer to provide connection to Cesar Chavez Boulevard. This request is partially in compliance with this adopted policy.

APPROVAL CRITERIA:

The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all the following criteria:

- 1. The development pattern contained in the existing San Luis General Plan-Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment.**

The general plan designates sites west of Avenue E for residential development. Since the subject property is surrounded by parcels designated as commercial the development pattern will be changed by allowing Medium Density Residential.

- 2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.**

The amendment is not an overall improvement to the San Luis 2040 General Plan because the request is surrounded by commercial land use designations to the north, south and east. The proposed development pattern is not consistent with the goals and policies of the General Plan.

- 3. The amendment will not adversely impact the community as a whole or a portion of the community by:**

a. Significantly altering acceptable existing land use patterns;

Existing land use patterns to north, south and east are commercial and the approval of this major amendment will alter the existing land use patterns.

b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact development in other areas.

The proposed major amendment will require additional and more expensive improvements to roads. Since County 24th Street is not fully improved and this development will contribute to the existing traffic conditions on the area.

c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.

This land use change will increase residential traffic in an area. If approved, residential traffic will be combined with commercial trucking along Avenue E and County 24th Street. The city Public Works Department can request a traffic study for proposed subdivisions in accordance to the Public Works Standards. The traffic study will ensure that all the improvements necessary are done by the developer to provide connection to Cesar Chavez Boulevard.

d. Affecting the livability of the area or the health and safety of the residents.

If approved, the traffic safety of the new residents will be affected. However, residential development in the area is increasing, and the city is building a community park that will help with livability, health and safety of the new residents.

4. The amendment is consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances.

No, the request is not consistent with the General Plan overall intent, vision, goals and objectives. The residential subdivision will be required to comply with the adopted codes and ordinances of the City of San Luis.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60-day review period and reviewed by various city and outside agencies. We received no comments during the 60-day review period for this case.

As required by State Statute, staff has sent notification letters to property owners within 600 feet of the proposed project (7 letters).

Staff received comment letters from City Fire Department, Yuma County Development Services and the Arizona Department of Transportation (ADOT) for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021, at the City Hall Council Chambers at 6:00 p.m. The purpose of the Citizen Review Meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. 27 people were in attendance during the meeting.

SUMMARY:

Arizona Revised Statutes (A.R.S. § 9-461.06(E)) require that cities over 25,000 in population must hold two (2) public hearings for any Major General Plan Amendment. The two (2) or more public hearings must be held in two (2) different locations on two (2) different dates. Since two (2) of the items were continued a third public hearing was held on October 12, 2021.

PLANING AND ZONING COMMISSION RECOMMENDATION:

The Commission recommends approval to change the land use designation from Commercial (C) to Medium Density Residential (MDR) as requested.

STAFF RECOMMENDATION:

Staff recommends denial to change the land use designation from Commercial (C) to Medium Density Residential (MDR).

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

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

B. I MOVE TO CLOSE PUBLIC HEARING

C. OPTION NO. 1

I MOVE TO DENY MAJOR GENERAL PLAN AMENDMENT CASE NO. 2021-0337 AS RECOMMENDED BY STAFF;

OR

OPTION NO. 2

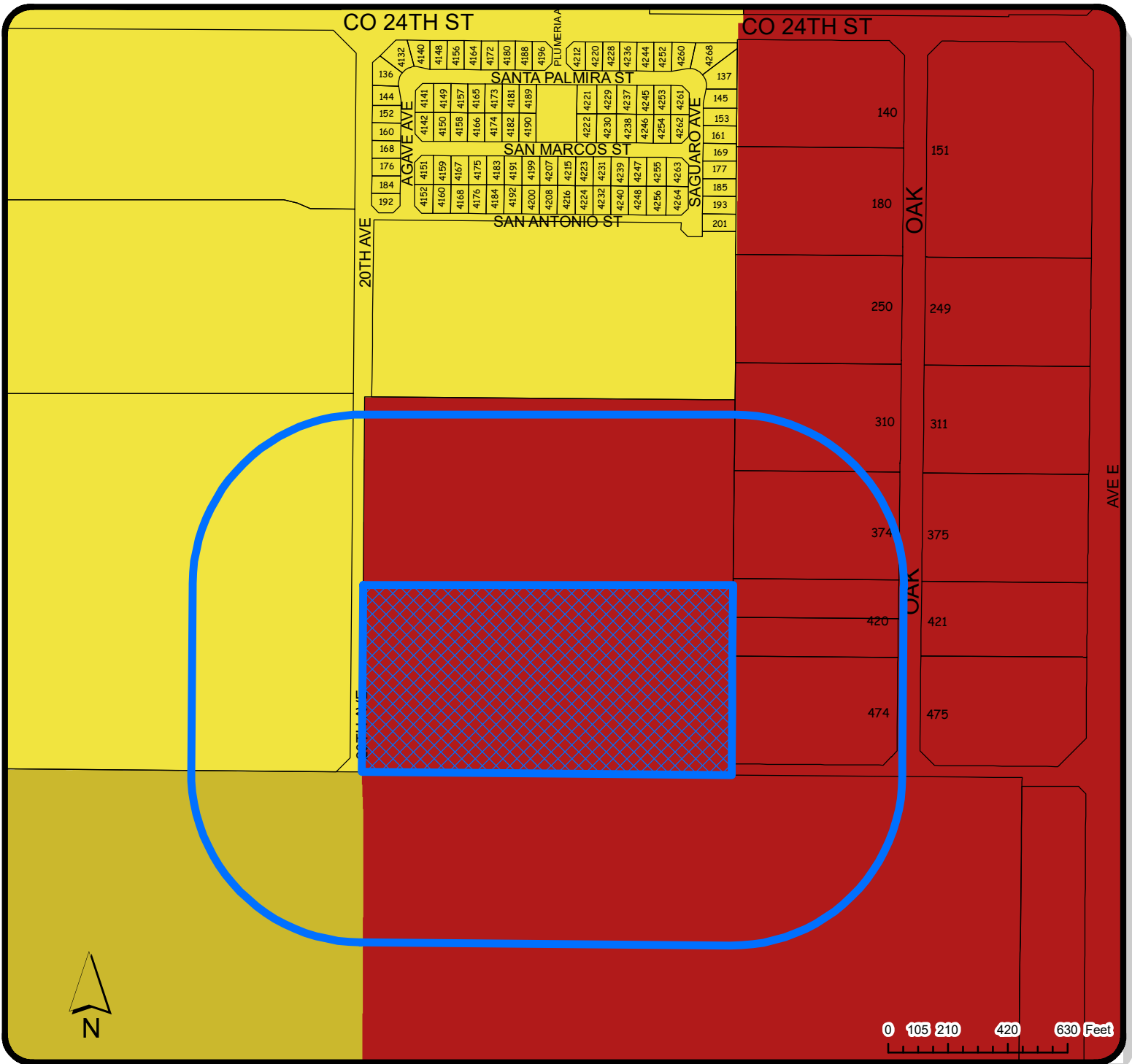
I MOVE TO APPROVE RESOLUTION NO. 2199, APPROVING MAJOR GENERAL PLAN AMENDMENT CASE NO. 2021-0337 AS RECOMMENDED BY THE PLANNING & ZONING COMMISSION

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):
None

Attachments

Location Map
Resolution No. 2199
Applicant Narrative
Lot Split
Comment Letters






LOCATION OF SUBJECT PROPERTY

 PARCEL 227-15-003

 600ft Notification Area

LOCATION MAP

Legend

- LAND USE**
-  Medium Density Residential
 -  High Density Residential
 -  Commercial

MAJOR AMENDMENT

CASE #
2021-0337

DATE:
5/5/20201

CHECKED BY:
ROMAN PACHECO

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN



Resolution

NO. 2199

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE 2040 GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF 20.00 ACRES OF LAND LOCATED ON THE NORTHEAST CORNER OF 20TH AVENUE AND COUNTY 24-1/2 STREET FROM COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, City of San Luis pursuant to Resolution No. 2134 adopted the City of San Luis 2040 General Plan on the 10th day of June, 2020;

WHEREAS, Core Engineering Group PLLC on behalf of Boarder Ranches II AZ LLC to change the land use designation of a 20-acre parcel from Commercial (C) to Medium Density Residential (MDR). Assessor's parcel number 227-15-030, located on the northeast corner of 20th Avenue and County 24 1/2 Street in San Luis Arizona; as attached hereto as "Exhibit A"

WHEREAS, the Planning and Zoning Commission held public hearings on this proposed amendment on September 14th, 2021, September 21st, 2021 and October 12, 2021 and made a recommendation of Approval to the City Council; and

WHEREAS, the City Council of the City of San Luis, Arizona held a public hearing on this proposed amendment on October 27, 2021 and adopted a motion to approve the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, Arizona, that the City of San Luis 2040 General Plan is hereby amended to change the Land Use Designation from Commercial to Medium Density Residential for a 20-acre parcel located at:

The S½ of the SW ¼ of the NE ¼ of Section 15, Township: 11 South, Range 24 West Yuma County, Arizona.

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

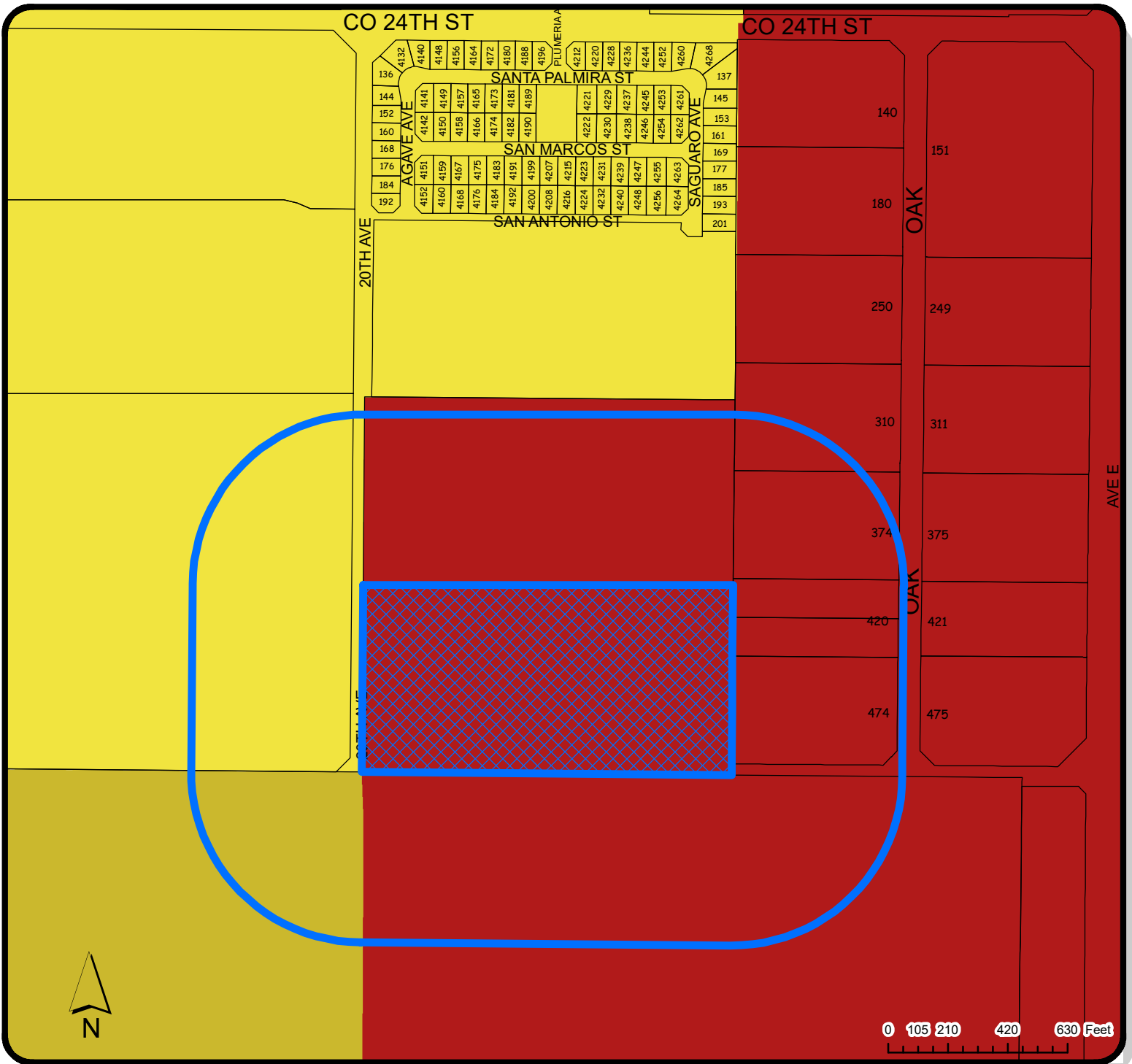
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



LOCATION OF SUBJECT PROPERTY




 PARCEL 227-15-003

 600ft Notification Area

LOCATION MAP

Legend

LAND USE

-  Medium Density Residential
-  High Density Residential
-  Commercial

MAJOR AMENDMENT

CASE #
2021-0337

DATE:

5/5/2021

PLANNING & ZONING



GIS

CREATED BY:

ISAAC GUTIERREZ

CHECKED BY:

ROMAN PACHECO

APPROVED BY:

JOSE A. GUZMAN



Core Engineering Group, PLLC

200 E. 16th Street, Suite # 150
Yuma, Arizona 85364

voice 928-344-5931

fax 928-344-5932

www.CoreEngineeringGroup.com

MEMORANDUM

Date: April 7, 2021

**To: City of San Luis
Department of Development Services**

From: Douglas J. Nicholls, PE, RLS

**Re: Major General Plan Amendment for the South Half of Parcel 227-15-003;
South Half of the SW 1/4 of the NE 1/4 of Section 15, T11S, R24W
Avenue E-1/2 & County 24-3/4 Street, San Luis, AZ.**

The owner is proposing to change the 2040 General Plan for the future lot referenced from Commercial to Residential. This request represents the south 20-acres of the 40-acre lot. This matches the recent subdivision development on the land adjacent to the north of this parcel. The owner has also engaged Core to prepare a lot split map of the overall parcel to isolate the south 20-acres. This will be submitted to the City of San Luis concurrently for review and approval.

The current status of the parcel is a native desert, undeveloped parcel with LI zoning. The request is to change the 2040 City of San Luis General Plan to be more in conformance with the surrounding residential and recreational areas which have been developed, or are in development.

BORDER RANCHES II LOT SPLIT

A LOT SPLIT OF PARCEL 2, FEE#2006-39218, Y.C.R., LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
CREATING PARCEL A AND PARCEL B

CONFORMED COPY
2021-20450 B: 33 P: 6 PLAT
05/27/2021 08:16:35 PM Pages: 1 Fees: \$24.00
Requested By: CITY OF SAN LUIS
Recorded By: creners
Robert S. Johnson, Yuma County Recorder, YUMA County AZ
05/27/2021 08:16:35 PM

OWNER OF RECORD APN 227-15-003

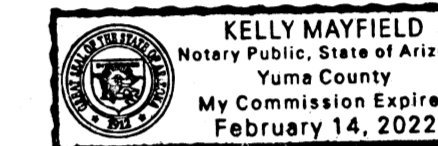
BORDER RANCHES II, AZ LLC
MAIL: P.O. BOX 1034
YUMA, AZ 85366
SITE: NO ADDRESS

Nels T. Rogers
NELS T. ROGERS, MEMBER

Martha R. Rogers
MARTHA R. ROGERS, MEMBER

ACKNOWLEDGEMENT

STATE OF ARIZONA, SS
COUNTY OF YUMA I
ON THIS 18th DAY OF May, 2021 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NELS T. ROGERS, KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PEOPLE WHOSE NAMES ARE SUBSCRIBED TO THIS INSTRUMENT AND WHO ACKNOWLEDGED EXECUTION OF THE SAME, IN WITNESS WHEREOF I HERETO SET MY HAND AND OFFICIAL SEAL.



Kelly Mayfield
NOTARY PUBLIC
02/14/2022
MY COMMISSION EXPIRES

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G. & S.R.M. YUMA COUNTY, ARIZONA (THIS LINE BEING THE CENTERLINE OF AVENUE E) AS SHOWN PER SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - PHASE 1 AS RECORDED IN AMENDED PLAT OF BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06982, Y.C.R.

NAMELY: N00°27'40"E

CITY OF SAN LUIS ZONING

APN 227-15-003
CURRENT ZONING: L-1

FLOOD ZONE

THE SUBJECT PROPERTY LIES WITHIN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRM AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD PER FEMA SOURCE 04027C2155E DATED 8-28-2008.

APPROVED

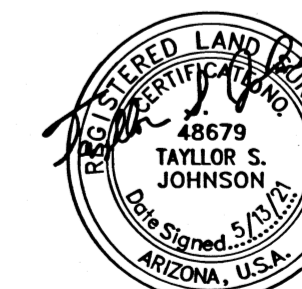
Edgar Sca... 05/24/21
DIRECTOR OF PUBLIC WORKS
Greg Johnson 5/25/21
DIRECTOR OF PLANNING AND ZONING

SURVEY DATE

MARCH 19, 2021

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LOT SPLIT AS SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING MARCH 2021 AND THAT ALL REGULATIONS AND HAVE BEEN MET.



PREPARED BY

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V - 928.344.5931 F - 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. #21-018

CORE

SHEET 1 OF 1

NEW PARCEL A LEGAL DESCRIPTION

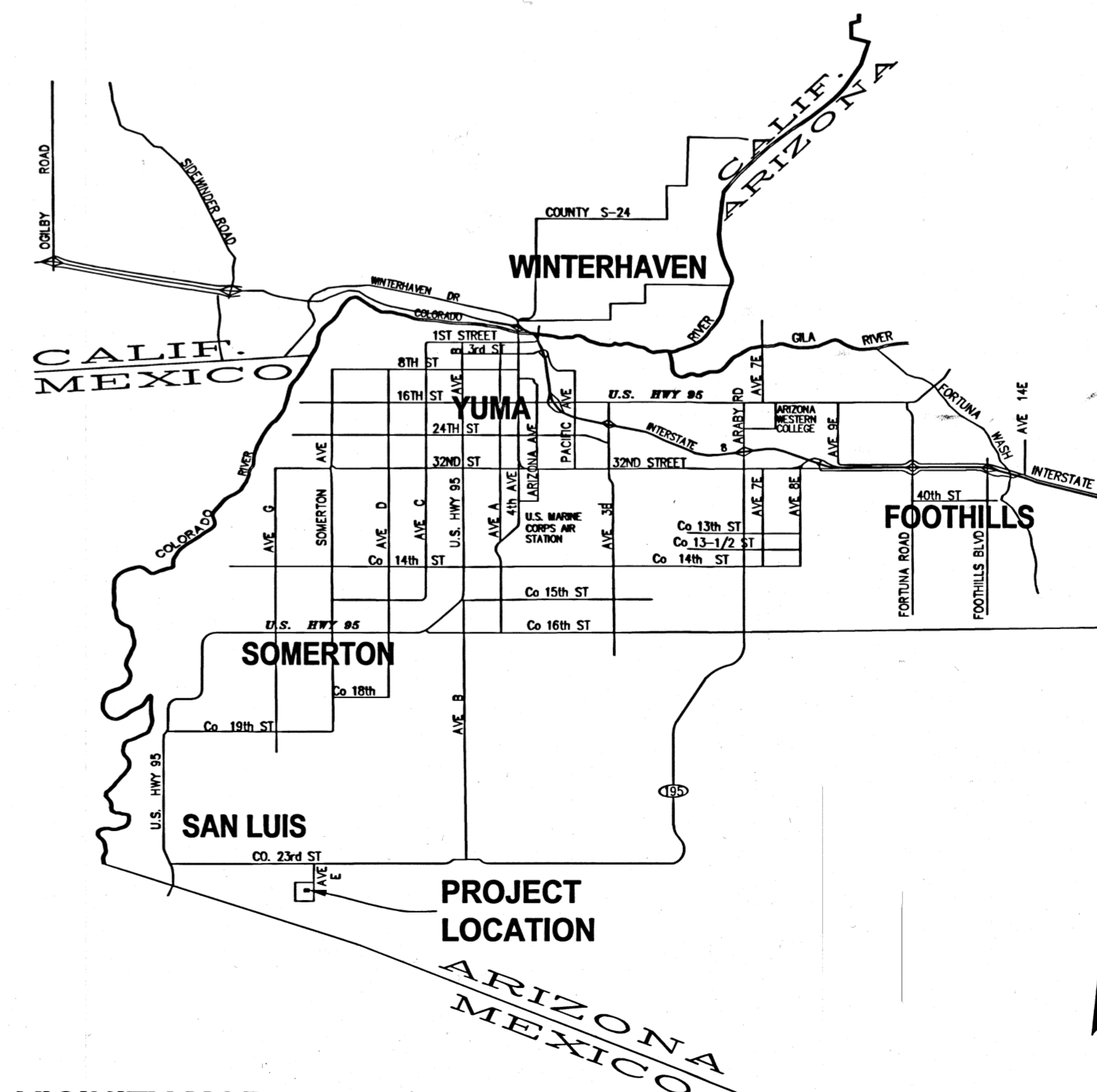
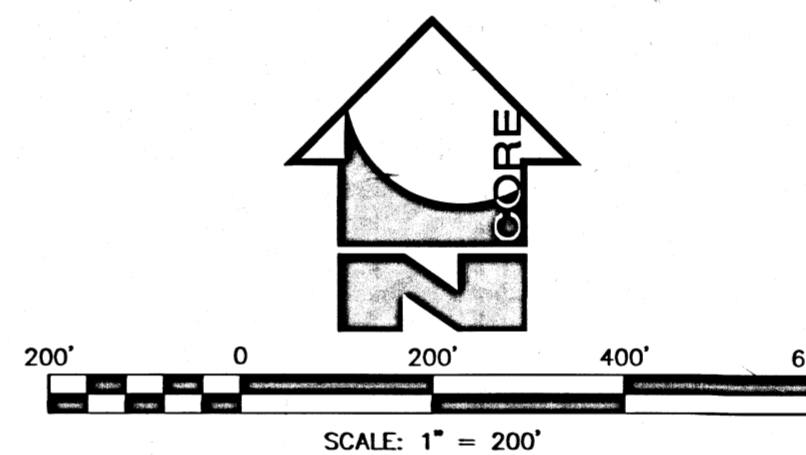
NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, YUMA COUNTY, ARIZONA.

NEW PARCEL B LEGAL DESCRIPTION

SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 11 SOUTH, RANGE 24 WEST, YUMA COUNTY, ARIZONA.

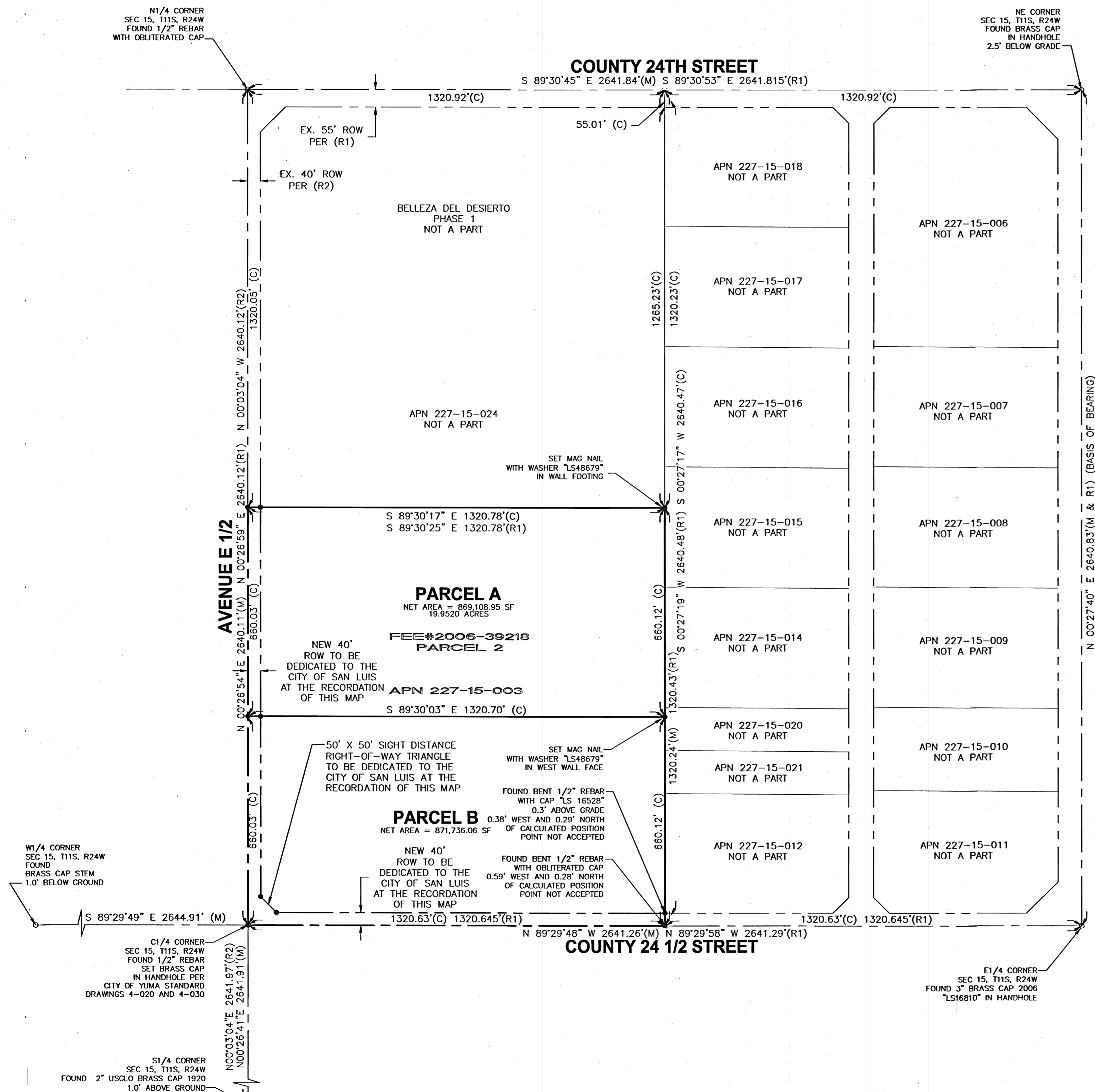
LEGEND

- CENTERLINE
- - - EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- FOUND MONUMENT
- SET 1/2" REBAR W/CAP "LS48679" (UNLESS NOTED OTHERWISE)
- (M) MEASURED
- (R1) RECORDED PER SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION - PHASE 1 AS RECORDED IN AMENDED PLAT OF BOOK 31 OF PLATS PAGES 49 & 50, FEE #2020-06982, Y.C.R.
- (R2) RECORDED PER BIENSTAR ESTATES 10 AS RECORDED IN BOOK 31 OF PLATS PAGES 21, FEE #2019-27117, Y.C.R.
- (C) CALCULATED DATA
- Y.C.R. YUMA COUNTY RECORDS
- APN 777-53-000 YUMA COUNTY ASSESSOR: BOOK-MAP-PARCEL No.



VICINITY MAP

NTS



5/18/2021 4:26pm 2:\2021\11-018\map\view\31-018 Lot Split.dwg * Core Engineering Group, PLLC



August 26, 2021

MAJOR GENERAL PLAN AMENDMEN CASE NUMBER: 2021-033

CASE SUMMARY: A request by Core Engineering Group LLC., on behalf of Border Ranches II AZ LLC., owner, to change the land use designation of a 20-acre parcel from Commercial (C) to Medium Density Residential (MDR). This Major Amendment will allow the applicant to rezone to the R1-6 zoning district for the construction of a residential subdivision. Assessor's Parcel 227-15-030.

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:
Tuesday the 7th day of September 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARINGS: September 14 and 21, 2021

COMMENTS DUE: September 2, 2021

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,
Fernando Villegas
Principal Planner

Attachment: Location Map

.....
 COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals.

Date: 08/30/21

Agency: The City of San Luis Fire Department

Phone: 928/341-8550

Return to: P&Z@sanluisaz.gov

Good morning, below is the ADOT Southwest District's comments on the major amendments to the 2040 City of San Luis General Plan. Thank you.

"ADOT Southwest District has no comment on the proposed land use change; however, we would like to request to review and comment on a Traffic Impact Analysis (TIA) once there is a specific development. Direct access to SR 195 from the development will not be permitted as this is an access-controlled highway."

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov



Yuma County, Arizona
DEPARTMENT OF DEVELOPMENT SERVICES

2351 West 26th Street, Yuma, Arizona 85364

Phone: (928) 817-5000

Fax: (928) 817-5020

Craig Sellers, P.E., CPM

Director

Comments for City of San Luis, Arizona

Major General Plan Amendment Case Nos. 2021-0335, 0337 & 0340

Residential Development in the areas identified under the proposed major amendments will create incompatible land uses and allow for non-contiguous land use patterns. The subject properties are in close proximity to City of San Luis Commercial Port of Entry and abutting or surrounded by Commercial and Employment Land Use Designations. The Commercial and Employment Land Use Designations allow for a variety of commercial and industrial uses, including manufacturing, plants, warehouses, etc. which are conveniently located in close proximity to the Commercial Port of Entry and along a major transportation network (i.e Avenue E and County 24th Street which connect to the Area Service Highway). The allowance of the type of residential development being proposed to encroach upon and co-exist with high intensity commercial or industrial uses could be disruptive to both future residents and act contrary to the goals and objectives of the City of San Luis General Plan and the functions of the San Luis Commercial Port of Entry.

Date: 9/1/2021

Agency: Yuma County Department of Development Services, Planning and Zoning Division

Contact: Juan Leal Rubio, Senior Planner

Phone: 928-817-5176



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 10/27/2021

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

Submitted By: Fernando Villegas, Principal Planner, Planning & Zoning Department, Development Services

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Major Amendment Case No. 2021-0340 and Resolution No. 2200. A resolution of the Mayor and City Council of the City of San Luis, Arizona amending the 2040 General Plan to change the land use designation of land located on the southeast corner of County 23-1/2 Street and Avenue E from Commercial to Medium Density Residential. **(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. Action on Resolution No. 2200

SUMMARY:

REQUEST:

To change the land use designation of two parcels 180.9 acres in size from Commercial (C) and Employment (EMP) to Medium Density Residential (MDR). This Major Amendment will allow the applicant to rezone to the R1-6 zoning district for the construction of a residential subdivision. Assessor's parcel number 227-11-004 and 005.

APPLICANT:

Edais Engineering Inc, representing Riedel Holdings L.L.C.

LOCATION:

The parcels are located on the southeast corner of County 23 ½ Street and Avenue E in San Luis Arizona.

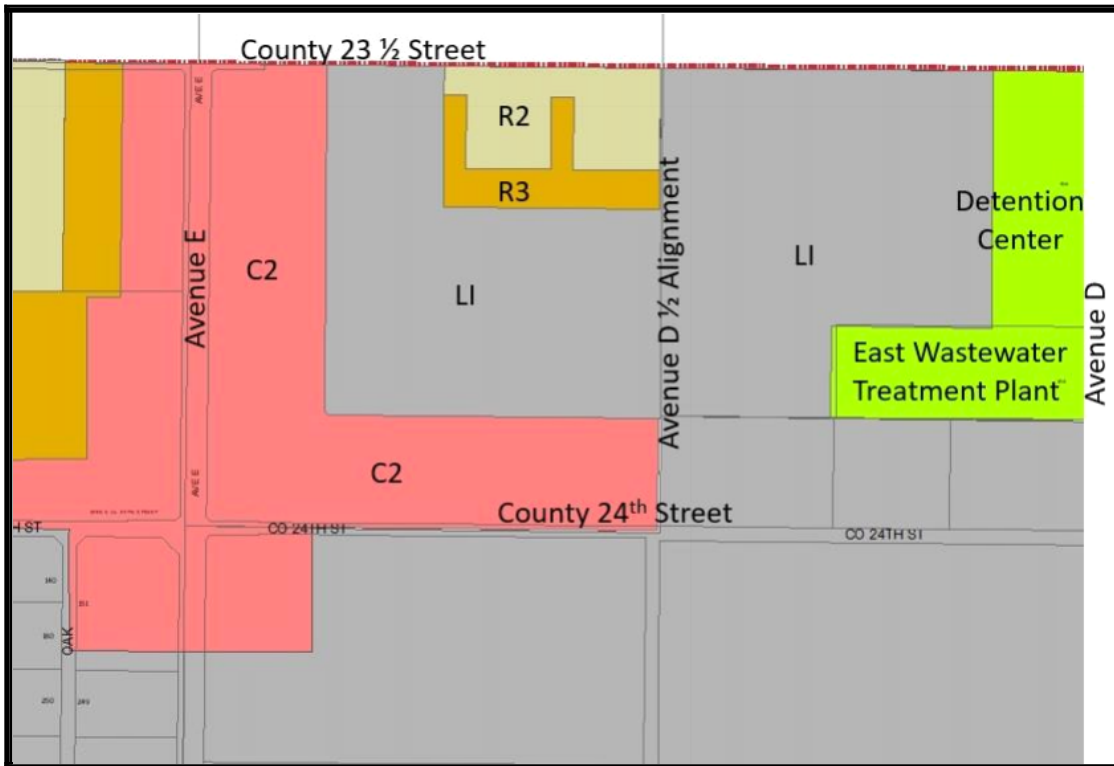
BACKGROUND:

In 2019 Major Amendment Case No. 2019-0394 was denied by City Council for a similar request on the subject properties, this case was denied under the City of San Luis 2020 General Plan. Later, on November 2020, the City adopted the 2040 General Plan.

The subject properties were annexed to the City of San Luis in the year 2000 as part of a pre-annexation agreement (Resolution No. 421). The pre-annexation agreement included the San Luis regional detention and support center and the east wastewater treatment plant. As part of the pre-annexation agreement the city agreed to allow the development of a regional detention and support

center under existing zoning regulations, and it was agreed by the property owner and the city that light industrial uses were the most appropriate uses for the remaining of the land since the adjacent parcels had the potential to be impacted by the detention center and the east wastewater treatment plant.

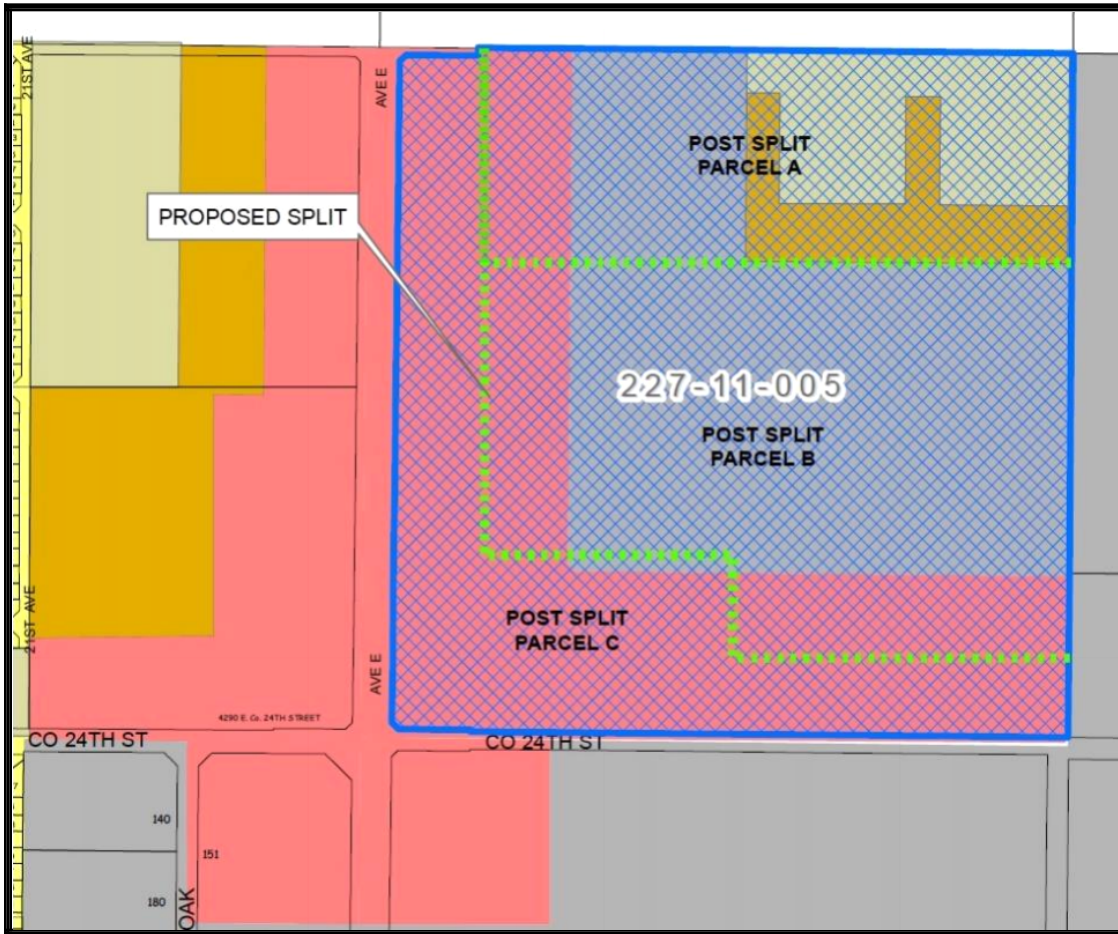
After the annexation became effective in 2010 the owner applied to rezone approximately 20-acres located on the southwest corner of County 23 ½ Street and Avenue D ½ alignment to high-density residential zoning in an area primarily designated for industrial uses. (Rezoning Case No. 2010-11,12,13 and 14 see map below). In 2011, Resolution No. 933 amended the pre-annexation agreement to include certain provisions to allow for high-density residential development. The decision to include high-density residential zoning was based on the potential need for townhomes or condominiums to accommodate short-term employment in the construction or development fields.



Existing Zoning Map

According to Resolution No. 933 if the owner develops the 20-acre portion zoned R2 and R3 with single family homes, the developer agrees that such development will be limited to large lot development of lots no less in size of 8,000 square feet and homes of no less than 1750 square feet, exclusive of garage or carport or the owner needs to request an amendment to Resolution No. 933.

On May 2021, the subject properties were purchased by Riedel Holdings L.L.C., and the new owner requested a lot split to divide parcel 227-11-005 to create three (3) new parcels.

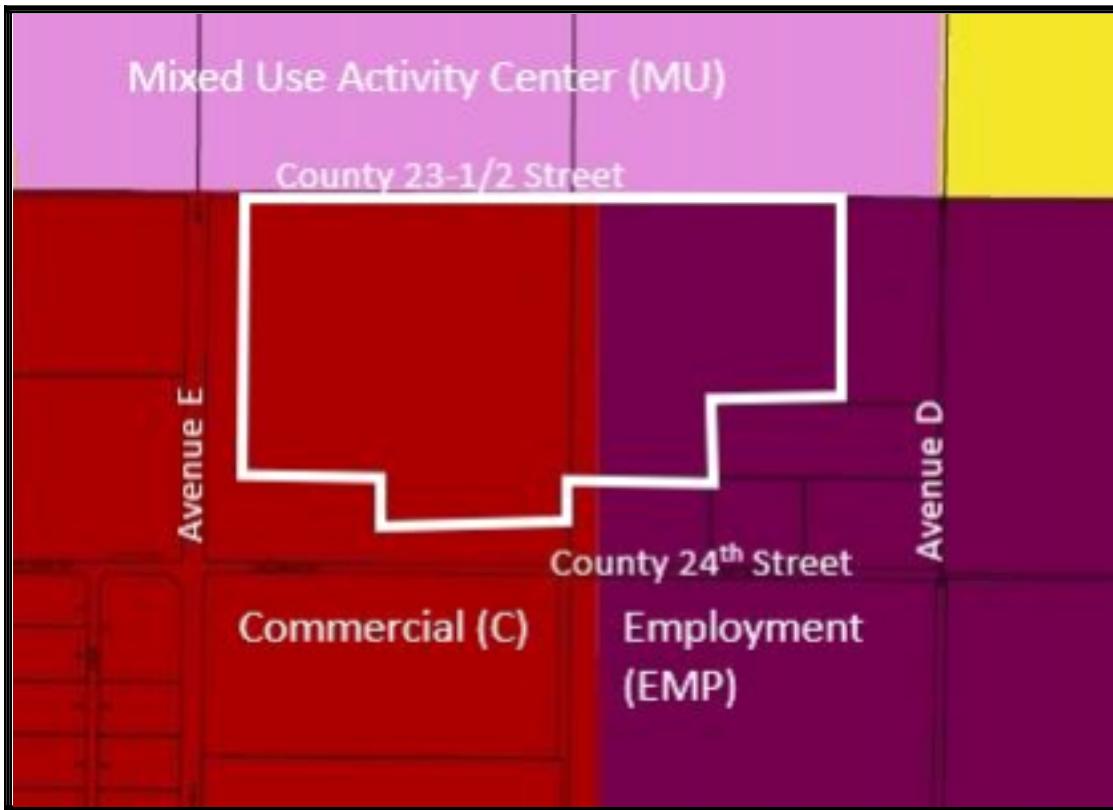


Lot Split Case No. 2021-0387

A.R.S. § 9-461-06 H requires approval by affirmative votes of at least two-thirds of the members of City Council to pass a Major Amendment.

GENERAL PLAN:

The City of San Luis 2040 General Plan identifies two (2) existing land use categories in the area north of County 24th Street between Avenue E and Avenue D, Commercial (C) and Employment (EMP), as shown on the land use map below:



Existing Land Use Map

Existing Land Use category

Commercial (C): The Commercial land use category is intended to provide for the primary commercial areas serving the community including neighborhood, community, and regional-scale development. Commercial areas provide convenient community access to goods and services and may include retail, service commercial, professional offices, light industrial and employment uses.

Zoning districts permitted within C: MU, C1, C2 and LI.

Employment (EMP): The Employment (EMP) land use category is intended to provide areas with a focus on creating jobs to serve the community including warehouses, distribution centers, business parks, corporate centers, research and development facilities, light industrial, and heavy industrial uses.

Zoning districts permitted within EPM: LI and HI

Proposed Land Use Category

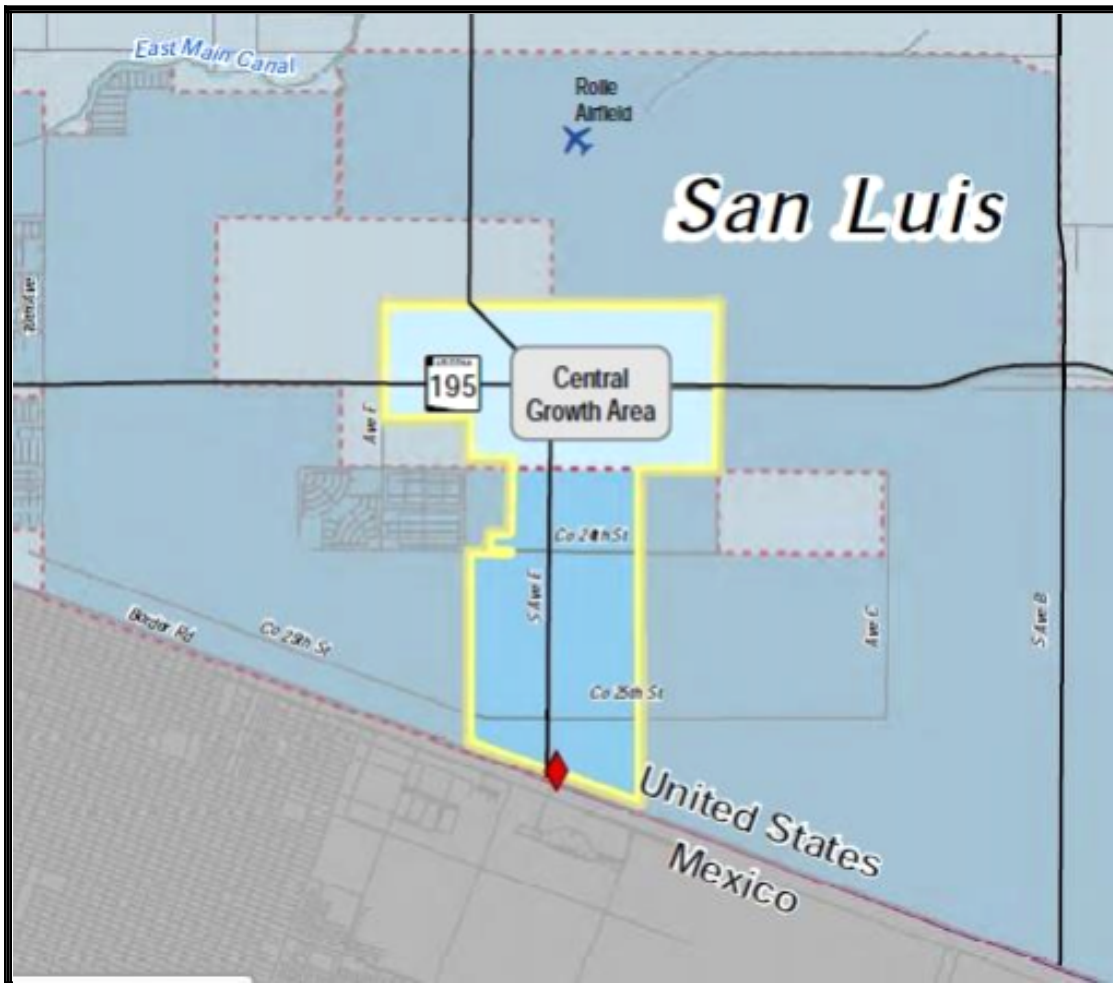
Medium Density Residential (MDR): The Medium Density Residential (MDR) land use category is intended to provide for detached single family residential development on moderately sized lots.

Zoning districts permitted within MDR: R1-6, R1-8, R1-12, R2, MHS, MHP and PUD.

The approval of this major amendment will allow the applicant to rezone the subject properties to any zoning district allowed in the Medium Density Residential land use category.

CRITICAL ISSUES:

The parcel located east of Avenue D ½, of this proposed land use change, is located outside the Central Growth Area identified in the 2040 General Plan. According to the adopted 2040 General Plan Growth Element, the city should prioritize growth in the growth areas identified on the General Plan since these areas are suitable for multi-modal transportation and for infrastructure expansion. The Central Growth Area in the City of San Luis is shown below:



Central Growth Area Map

General Plan Policies:

Policy G-1.4: Preserve and protect areas designated for employment from encroachment by single-family residential or other incompatible uses.

The proposed residential land use change will be encroaching into employment land uses designations to the south in the area between Avenue D ½ and Avenue D. This proposal goes against this adopted policy since the applicant is proposing residential development adjacent to employment and adjacent to the San Luis regional detention and support center and the east wastewater treatment plant which are incompatible uses.

Policy G-7.1 The City of San Luis should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner.

Infrastructure can be expanded in the area, the east wastewater treatment plant located on the northwest corner of County 24th Street and Avenue D can provide the service for future development and a water line is located along County 24th Street. However, Avenue E is the only road connection to Cesar Chavez Boulevard/SR-ASH. This request is partially in compliance with this adopted policy.

Policy G-8.1 New development should provide a transition between uses with differing densities/intensities by incorporating compatible land use strategies.

This proposed land use change could be located adjacent to Commercial and Employment land use categories and some uses can be compatible land uses with the proposed residential development. The commercial land use category will be located to the west and south. However, the parcel located adjacent to the San Luis regional detention and support center and the east waste water treatment plant are not compatible uses with the proposed Medium Density Residential land use category. This request

is partially in compliance with this adopted policy.

Policy G-9.3 Ensure growth areas are served and connected by major transportation routes and other modes of transportation.

Subdivisions in the Central Growth Area are served and connected by Avenue E and County 24th Street. Both arterial roads are not fully improved. Although, the city Public Works Department could request traffic studies for future proposed subdivisions, in accordance with the Public Works Standards, Avenue E is the only connection to Cesar Chavez Boulevard/SR-ASH. This proposal goes against this adopted policy since the applicant is not proposing a different route or other modes of transportation for the proposed residential development.

Policy PS 6.1 Require new growth and development to construct and dedicate public utility infrastructure to serve the development including water, wastewater and storm water improvements.

The developer should be responsible for providing all the necessary improvements including road construction, water, wastewater, and storm water. The proposed residential development will be required to construct and dedicate public utility infrastructure to serve the new development. This request is in compliance with this adopted policy.

Policy PS 14.1 Plan the siting of higher intensity uses along major roadway corridors, such as Avenue E and Cesar Chavez Boulevard/SR-ASH.

The applicant is not proposing a land use change for parcels located adjacent to Avenue E and County 24th Street. These portions of land will remain commercial following this policy in the General Plan. This policy supports commercial and industrial uses adjacent to these major roadways, for this reason, the request is in compliance with this adopted policy.

APPROVAL CRITERIA:

The Planning and Zoning Commission and City Council shall assure that the proposed amendment meets all the following criteria:

1. The development pattern contained in the existing San Luis General Plan-Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in the amendment.

There are no sites or properties located east of Avenue E designated for residential development. The land use plan only designates land located west of Avenue E for residential development. The Medium Density Residential Land use designation can be allowed east of Avenue E as proposed, only if the proposal is consistent with the goals and policies of the San Luis 2040 General Plan.

2. The amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

The amendment can constitute an overall improvement to the San Luis 2040 General Plan because a portion of the request is consistent with the goals and policies of the General Plan. For example, commercial development along County 24th Street and Avenue E and residential development on the back or adjacent to commercial development. However, the parcel located east of the Avenue D ½ alignment, of this proposed residential development, is not consistent with the existing San Luis regional detention and support center and the east wastewater treatment plant industrial uses.

3. The amendment will not adversely impact the community as a whole or a portion of the community by:

a. Significantly altering acceptable existing land use patterns;

Existing land use patterns are commercial and industrial only. A land use change to Medium Density Residential can be acceptable if the proposal is in compliance with the goals and policies

of the General Plan.

b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact development in other areas.

The proposed land use change will require additional and more expensive improvements to roads, sewer and water delivery systems, However, the existing land use designations of commercial and industrial could also require both extensive and expensive improvements.

c. Adversely impacting existing or previously planned uses through increased traffic generated by the proposal on existing systems.

This land use change will increase residential traffic in an area mainly designated for commercial and industrial uses. If approved, residential traffic will be combined with commercial trucking along Avenue E and County 24th Street.

d. Affecting the livability of the area or the health and safety of the residents.

Currently, there are no residential development east of Avenue E and no land use designation supports residential development. If approved the health and safety of future residents east of Avenue D ½ and outside the Central Growth Area could be affected by future and existing industrial uses like the regional detention and support center and the east waste water treatment plant.

4. The amendment is consistent with the General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances.

The request is consistent with the General Plan for the parcel located west of Avenue D ½ and not consistent with the intent, vision, goals and objectives for parcel located east of Avenue D ½ since the parcel is adjacent to the San Luis regional detention and support center and the east wastewater treatment plant.

AGENCY REVIEW:

As part of the Major Amendment review process, this land use case was part of a 60-day review period and reviewed by various city and outside agencies. We received no comments during the 60-day review period for this case.

As required by State Statute, staff has sent notification letters to property owners within 600-feet of the proposed project (5 letters). Staff received comment letters from the City Engineer, City Fire Department, Yuma County Development Services and the Arizona Department of Transportation (ADOT) for this case.

CITIZEN REVIEW MEETING:

A Citizen Review Meeting was held at City Hall on September 7, 2021, at the City Hall Council Chambers at 6:00 p.m. The purpose of the Citizen Review Meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed amendment prior to the public hearing. 27 people were in attendance during the meeting.

SUMMARY:

Arizona Revised Statutes (A.R.S. §9-461.06(E)) require that cities over 25,000 in population must hold two (2) public hearings for any Major General Plan Amendment. The two (2) or more public hearings must be held in two (2) different locations on two (2) different dates. Since two (2) items were continued during the second public hearing a third public hearing was held on October 12, 2021.

PLANNING AND ZONING RECOMMENDATION:

The Commission recommends approval to change the land use designation from Commercial (C) to Medium Density Residential (MDR) for parcel 227-11-005 as requested by the applicant and denial to

change the land use designation from Employment (EMP) to Medium Density Residential (MDR) for parcel 227-11-004.

STAFF RECOMMENDATION:

Staff recommends approval to change the land use designation from Commercial (C) to Medium Density Residential (MDR) as requested by the applicant for parcel 227-11-005 totaling 106.26 acres. (Parcel between Avenue E and Avenue D 1/2) This portion of the request is consistent and in compliance with the adopted policies of the City of San Luis 2040 General Plan.

Staff recommends denial to change the land use designation of from Employment (EMP) to Medium Density Residential (MDR) Assessor’s parcel 227-14-004 totaling 74.64 acres, this portion of the request is not consistent or in compliance with the adopted policies of the City of San Luis 2040 General Plan and is located outside the Central Growth Area.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

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

B. I MOVE TO CLOSE PUBLIC HEARING

C. OPTION NO. 1

I MOVE TO APPROVE RESOLUTION NO. 2200, APPROVING THE CHANGE OF THE LAND USE DESIGNATION FROM COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL, AND TO DENY CHANGING THE LAND USE DESIGNATION FROM EMPLOYMENT TO MEDIUM DENSITY RESIDENTIAL, AS RECOMMENDED BY STAFF AND THE PLANNING & ZONING COMMISSION;

OR

OPTION NO. 2

I MOVE TO APPROVE RESOLUTION NO. 2200, APPROVING MAJOR GENERAL PLAN AMENDMENT CASE NO. 2021-0340;

OR

OPTION NO. 3

I MOVE TO DENY MAJOR GENERAL PLAN AMENDMENT CASE NO. 2021-0340

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):	
None	

Attachments

Location Map

Resolution No. 2200

Applicant Narrative

Subdivision Layout

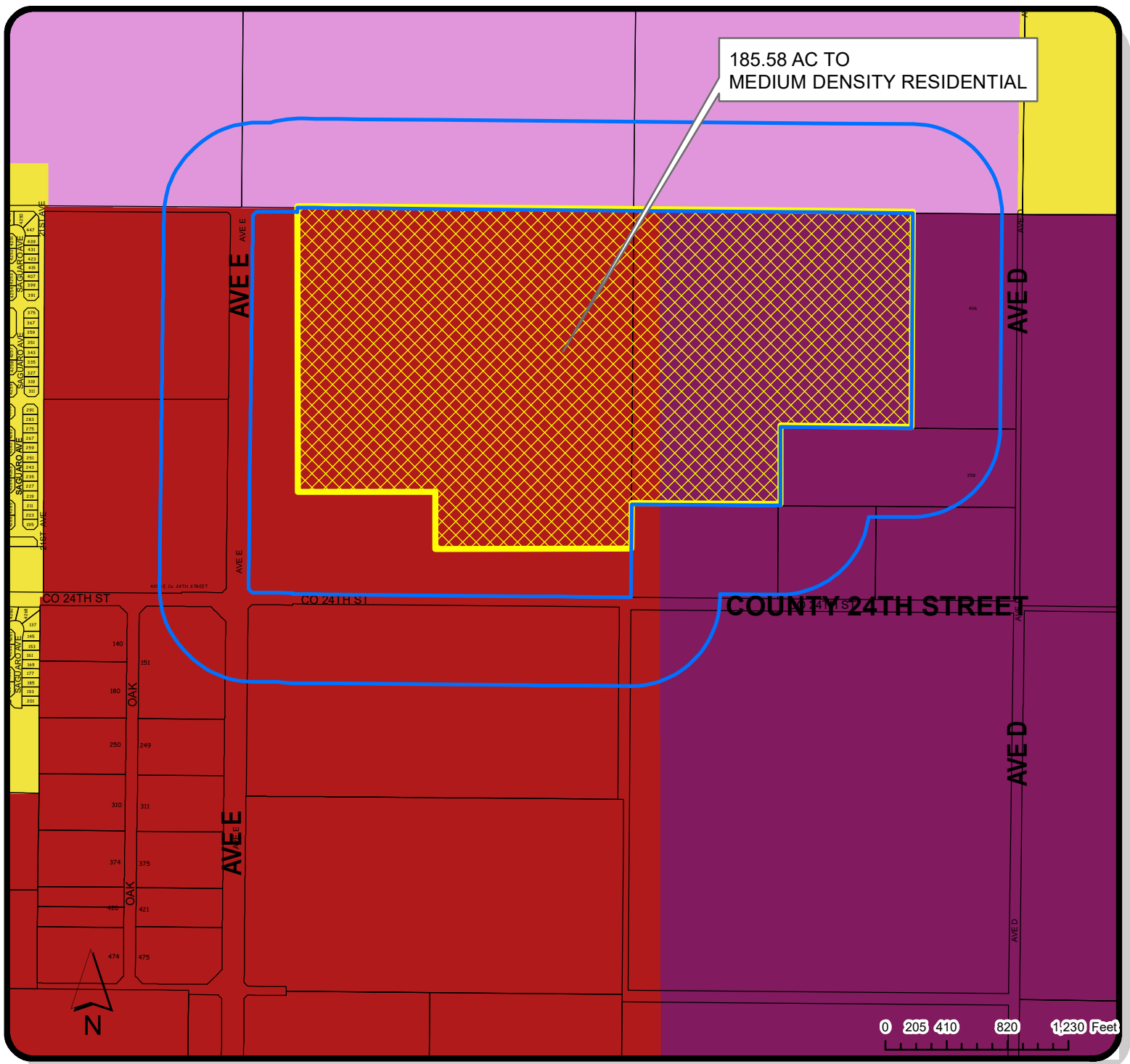
Lot Split

Comment Letters

Resolution 421

Resolution 933

Pre annexation agreement



LOCATION OF SUBJECT PROPERTY

PARCELS:227-11-004, 227-11-005

LOCATION MAP

- Legend
LAND USE
 Medium Density Residential
 High Density Residential
 Commercial
 Employment
 Mixed Use Activity Center
 Conservation

600ft Notification Area

MAJOR AMENDMENT

CASE #
2021-0340

DATE:
 5/6/20201

CHECKED BY:
 ROMAN PACHECO

PLANNING & ZONING

CREATED BY:
 ISAAC GUTIERREZ

APPROVED BY:
 JOSE A. GUZMAN



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2200

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE 2040 GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF LAND LOCATED ON THE SOUTHEAST CORNER OF COUNTY 23-1/2 STREET AND AVENUE E FROM COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

WHEREAS, City of San Luis pursuant to Resolution No. 2134 adopted the City of San Luis 2040 General Plan on the 10th day of June, 2020;

WHEREAS, Edais Engineering Inc. on behalf of Riedel Holdings LLC to change the land use designation of two parcels 180.9 acres in size from Commercial (C) and Employment (EMP) to Medium Density Residential (MDR). Assessor's Parcel Numbers 227-11-004 and a portion of parcel 227-11-005, located on the southeast corner of County 23 1/2 Street and Avenue E in San Luis Arizona; as attached hereto as "Exhibit A"

WHEREAS, the Planning and Zoning Commission held public hearings on this proposed amendment on September 14th, 2021, and September 21st, 2021 recommendation of approval to the City Council; and

WHEREAS, the City Council of the City of San Luis, Arizona held a public hearing on this proposed amendment on October 27, 2021 and adopted a motion to approve the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, Arizona, that the City of San Luis 2040 General Plan is hereby amended to change the Land Use Designation from Commercial and Employment to Medium Density Residential for parcels located at:

Parcel 1: A portion of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. **(108.91 acres)**

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

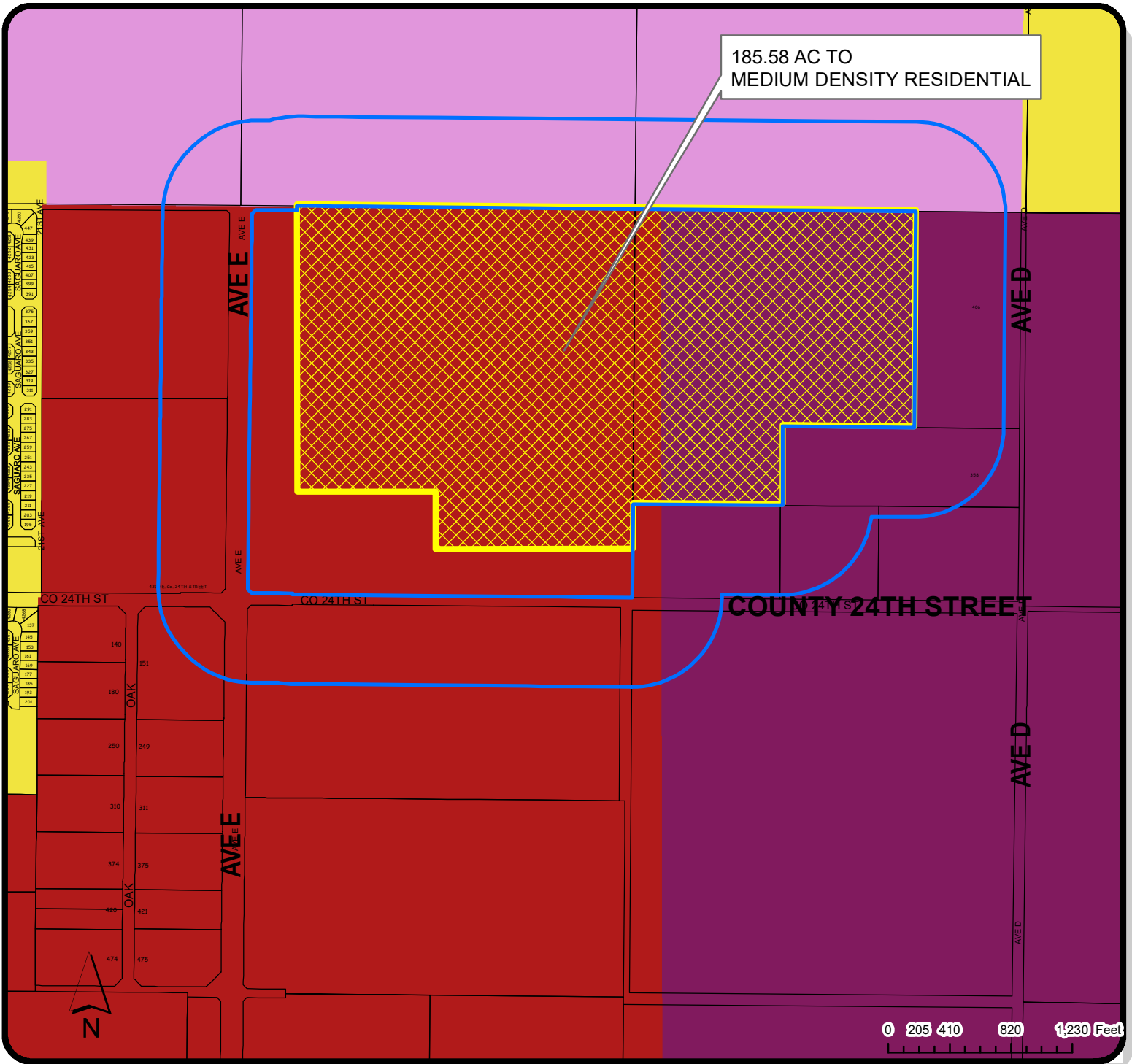
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



LOCATION OF SUBJECT PROPERTY

PARCELS:227-11-004, 227-11-005

LOCATION MAP

- Legend
LAND USE
 Medium Density Residential
 High Density Residential
 Commercial
 Employment
 Mixed Use Activity Center
 Conservation

600ft Notification Area

MAJOR AMENDMENT

CASE #
2021-0340

DATE:
 5/6/20201

PLANNING & ZONING

GIS

CREATED BY:
 ISAAC GUTIERREZ

CHECKED BY:
 ROMAN PACHECO

APPROVED BY:
 JOSE A. GUZMAN

NARRATIVE STATEMENT:

It is being requested to do a major general plan/map amendment for the subject land to change the current land use designation from Business/Industrial to Business/Residential as demonstrated on the attached map (EXHIBIT A). The followings are items addressing the approval criteria for this request and points to support this land use change:

1. The development pattern contained in the existing San Luis General Plan – Land Use Plan does not adequately provide appropriate optional sites for the use or change proposed in this amendment. The City of San Luis General Plan and land use map designated a large amount of land for Industrial and business in the subject area where neighborhood/residential are not provided for at the same proportion. There are no optional areas for residential uses which has been the major economic source in San Luis.
2. This amendment constitutes an overall improvement to the San Luis General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time. This amendment without a question is great benefit to the City of San Luis in general and general plan in particular. Due to the large area designated for industrial and business in the area which will never be filled. Neighborhood/residential is more essential in the City's short term and long-term economy while the land if left industrial will sit vacant of no benefit to the City or the landowner.
3. This amendment will not adversely impact the community as a whole or a portion of the community by:
 - a. Significantly altering acceptable existing land use patterns as a matter of fact this amendment is considered to be the opposite which makes the pattern more acceptable;
 - b. Requiring additional and more expensive improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses and which, therefore, may be impact development in other areas. Historically developments of this kind build the roads, water and sewer systems in the area. This land and the surrounding landowners already

- invested in the construction of water and sewer system in the area and will continue to build the same to improve the infrastructure in the area.
- c. Adversely impacting existing or previously planned uses through increased traffic generated by proposal on existing system. As mentioned, previously this amendment will have a positive impact on the traffic due to the improvements to the roads in the area.
 - d. Affecting the livability of the area or the health and safety of the residents. There is no residence in area as of now, but this amendment has a positive effect of the future residence in the area.
4. This amendment is consistent with General Plan's overall intent, vision, goals and objectives as well as being compliant with other adopted plans, codes, and ordinances. The City of San Luis have Industrial land which a portion of it is developed with very little activity. Therefore making this change is considered correction to an overreach in providing more industrial land than needed in the City of San Luis.

LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: APRIL 2021

NUMBER OF LOTS: 857

ACREAGE: 185.58 ACRES

MASTER PLAN LAYOUT



REVISIONS

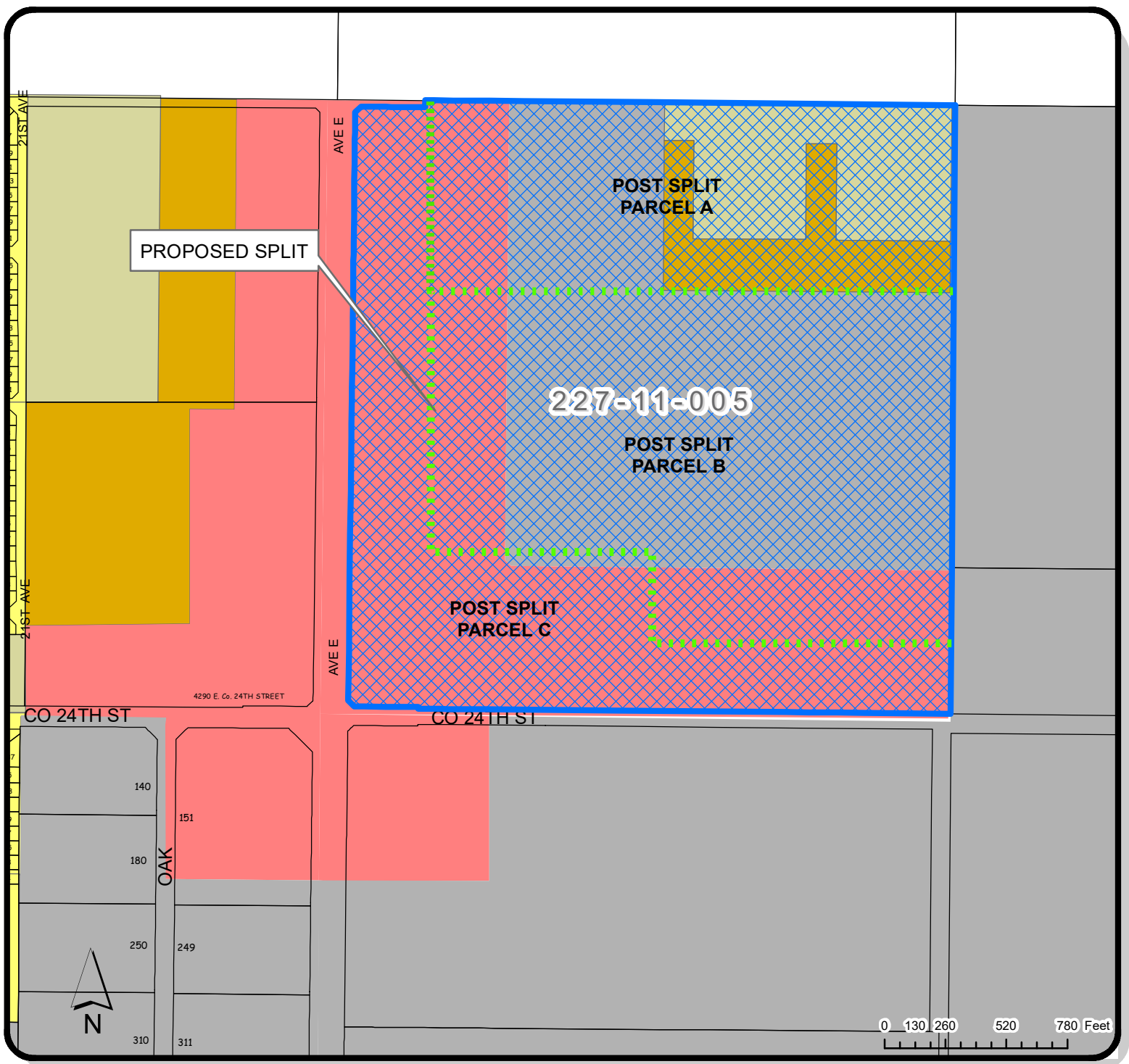
PRELIMINARY LAYOUT

LOS MEZQUITES SUBDIVISION



PRELIMINARY NOT FOR CONSTRUCTION

DATE:	APR 2021
DRAWN:	JAT
CHECKED:	NSC
PROJECT:	21-008
SHEET NUMBER:	1












LOCATION OF SUBJECT PROPERTY

 PARCEL 227-11-005

 PROPOSED SPLIT

LOCATION MAP

- Zoning**
-  MULTIPLE RESIDENCE ZONING DISTRICTS
 -  R-2
 -  R-3
 -  SINGLE RESIDENCE ZONING DISTRICTS
 -  R1-8
 -  COMMERCIAL ZONING DISTRICTS
 -  C-2
 -  INDUSTRIAL ZONING DISTRICTS
 -  I-1

LOT SPLIT

CASE #
2021-0387

DATE:
6/2/2021

CHECKED BY:
ROMAN PACHECO

PLANNING & ZONING



GIS

CREATED BY:
ISAAC GUTIERREZ

APPROVED BY:
JOSE A. GUZMAN



August 26, 2021

MAJOR GENERAL PLAN AMENDMEN CASE NUMBER: 2021-0335

CASE SUMMARY: A request by DuBose Design Group, Inc., on behalf of Von Verde Development LLC, Elizabeth Carpenter, David Loo and Moy Farming Company LLC., owners, to change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

A Citizen Review Meeting has been scheduled to enable interested parties the opportunity to meet with the applicant to ask and answer questions and address concerns. This review meeting is prior to any public hearing.

This Citizen Review Meeting will be held:
Tuesday the 7th day of September 2021 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona.

PUBLIC HEARINGS: September 14 and 21, 2021

COMMENTS DUE: September 2, 2021

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,
Fernando Villegas
Principal Planner
Attachment: Location Map

COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals.

Date: 08/30/21

Agency: The City of San Luis Fire Department

Phone: 928/341-8550

Return to: P&Z@sanluisaz.gov



August 26, 2021

MAJOR GENERAL PLAN AMENDMEN CASE NUMBER: 2021-0335

CASE SUMMARY: A request by DuBose Design Group, Inc., on behalf of Von Verde Development LLC, Elizabeth Carpenter, David Loo and Moy Farming Company LLC., owners, to change the land use designation of Assessor's parcels 227-14-006, 007, 008, and a portion of parcel 227-14-009 totaling 197.97 acres from Commercial (C) to Medium Density Residential (MDR), parcels 227-14-002, and a portion of parcels 227-14-004 totaling 231.56 acres from Employment (EMP) to Medium Density Residential (MDR), and parcels 227-11-006, 007 and 008 totaling 37.48 acres from Employment (EMP) to Commercial (C).

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COMMENTS DUE: September 2, 2021

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,
Fernando Villegas
Principal Planner

Attachment: Location Map

COMMENTS NO COMMENTS

Enter Comments below:

I reviewed the Major Amendment Cases, and while I do not usually do not have comments on land use cases, the one comment I do have on cases 2021-0335 and 2021-0340 is that there are properties involved with these cases that are adjacent to the City of San Luis' East Wastewater Treatment Plant. Should there be any buffers between especially the residential properties and perhaps some commercial properties and the treatment plan? To minimize potential odor complaints and other complaints.

Date: 09/06/21

Agency: JIM Davey, City Engineer

Phone: 928-782-7926

Return to: P&Z@sanluisaz.gov

Good morning, below is the ADOT Southwest District's comments on the major amendments to the 2040 City of San Luis General Plan. Thank you.

"ADOT Southwest District has no comment on the proposed land use change; however, we would like to request to review and comment on a Traffic Impact Analysis (TIA) once there is a specific development. Direct access to SR 195 from the development will not be permitted as this is an access-controlled highway."

Isabell Garcia
Development TES
Southwest District
P- (928) 317-2159
E-mail- IGarcia@azdot.gov



Yuma County, Arizona
DEPARTMENT OF DEVELOPMENT SERVICES
2351 West 26th Street, Yuma, Arizona 85364
Phone: (928) 817-5000
Fax: (928) 817-5020

Craig Sellers, P.E., CPM
Director

Comments for City of San Luis, Arizona

Major General Plan Amendment Case Nos. 2021-0335, 0337 & 0340

Residential Development in the areas identified under the proposed major amendments will create incompatible land uses and allow for non-contiguous land use patterns. The subject properties are in close proximity to City of San Luis Commercial Port of Entry and abutting or surrounded by Commercial and Employment Land Use Designations. The Commercial and Employment Land Use Designations allow for a variety of commercial and industrial uses, including manufacturing, plants, warehouses, etc. which are conveniently located in close proximity to the Commercial Port of Entry and along a major transportation network (i.e Avenue E and County 24th Street which connect to the Area Service Highway). The allowance of the type of residential development being proposed to encroach upon and co-exist with high intensity commercial or industrial uses could be disruptive to both future residents and act contrary to the goals and objectives of the City of San Luis General Plan and the functions of the San Luis Commercial Port of Entry.

Date: 9/1/2021

Agency: Yuma County Department of Development Services, Planning and Zoning Division

Contact: Juan Leal Rubio, Senior Planner

Phone: 928-817-5176

SHADLE & WALSMAN, PLC

STEPHEN P. SHADLE *
PAMELA WALSMAN**
EMILY C. DOLAN

ATTORNEYS AT LAW
833 E. Plaza Circle - Suite 200
Yuma, Arizona 85365-2033
Telephone (928) 783-8321
Facsimile (928) 782-2310

*Also Admitted in California and Iowa
**Also Admitted in Missouri

July 14, 2011

RECEIVED BY
S.P. 7-18-11
DEPARTMENT OF DEVELOPMENT SERVICES
PLANNING & ZONING DIVISION
CITY OF SAN LUIS

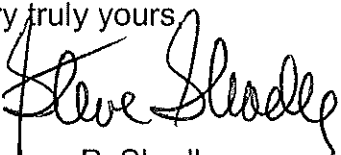
Sharon E. Williams
Planning & Zoning Director
City of San Luis
P.O. Box 3750
San Luis, AZ 85349

Dear Sharon:

Enclosed is a copy of the Preannexation Development Agreement that we had with the City. The provision I am concerned about is on page 4, subparagraph E, Section Seven. It provided the \$10,000 per acre credit for the 20-acres we sold to the City for the Sewer Plant.

It appeared to me that the Amendment of the Development Agreement excluded that particular clause and it was supposed to be valid for 15 years or until 2015. I would appreciate it if you would talk with Glen about it and see if we can make sure that part of our Preannexation Development Agreement is still in effect as we go forward for the next four years.

Very truly yours,



Stephen P. Shadle

SPS:jad
Enclosure

c: Glen Gimbut

OFFICIAL RECORDS OF
YUMA COUNTY RECORDER
SUSAN MARLER



FEE #: 2000-03014

02/02/2000 03:42 PAGES: 0013
FEES: 6.50 4.00 .00 .00 .00
REQ BY: GERALD HUNT
REC BY: PATTY MAGANA

When recorded, mail to:

Gerald W. Hunt
330 West 24th Street
Yuma, AZ 85364

CITY OF SAN LUIS, ARIZONA

RESOLUTION NO. ~~163~~ 421

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF SAN LUIS, STATE OF ARIZONA, APPROVING A PRE-
ANNEXATION DEVELOPMENT AGREEMENT FOR SAN LUIS PORT,
L.L.C., AND AUTHORIZING SIGNATURE

WITH

PREANNEXATION DEVELOPMENT AGREEMENT DATED THE
12TH DAY OF JANUARY, 2000 BY AND BETWEEN THE CITY
OF SAN LUIS AND SAN LUIS PORT, L.L.C.



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION 421

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, STATE OF ARIZONA, APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR SAN LUIS PORT, L.L.C., AND AUTHORIZING SIGNATURE.

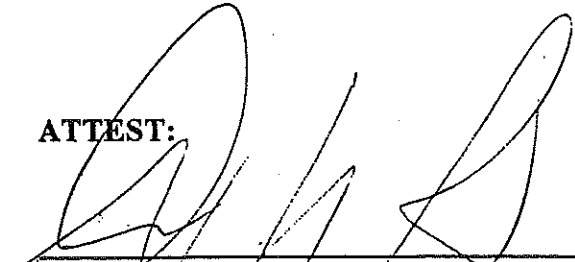
WHEREAS, pursuant to the provisions of A.R.S. Section 9-500.05, the City of San Luis is authorized to enter into pre-annexation development agreements; and

WHEREAS, the City of San Luis, Arizona, and San Luis Port, L.L.C., desire to enter into a pre-annexation development agreement;

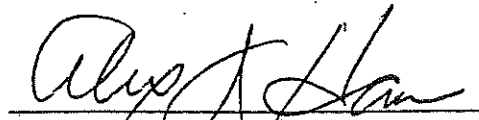
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of San Luis, Arizona, that the pre-annexation development agreement between the City of San Luis, Arizona, and San Luis Port, L.L.C., a true copy of which is marked Exhibit "A" attached hereto, and by this reference incorporated herein, is hereby approved and authority for the City of San Luis to enter into said agreement is hereby authorized, and, further, the Mayor is hereby authorized to execute said pre-annexation development agreement on behalf of the City of San Luis.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 12th day of January, 2000.

ATTEST:

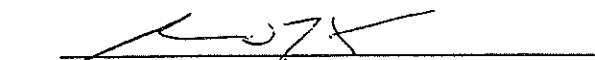


Alex U. Ruiz, City Administrator/Clerk



Alex Joe Harper, Mayor

APPROVED AS TO FORM:



Gerald W. Hunt, City Attorney

Copy
3/29/01
YPM

Preannexation Development Agreement

Agreement entered into on the 12th day of JANUARY, ²⁰⁰⁰~~1999~~, between the City of San Luis, State of Arizona, a municipal corporation, herein referred to as City, and San Luis Port L.L.C., Yuma, Arizona, an Arizona Limited Liability Company authorized to carry on business in the State of Arizona, herein referred to as Developer.

Recitals

A. Developer is the owner of a tract (s) of land located in the County of Yuma as further described on exhibit A as attached hereto, and, by this reference, incorporated in and made a part of this agreement.

B. City and Developer desire to enter into an agreement providing for the annexation of the land described on exhibit A in into the municipal limits of City, and further provide for terms and conditions regarding the zoning and development of said land.

In consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

Section One

Purpose

The purpose of this preannexation development agreement is to provide terms and conditions for the annexation of certain territory, as described on exhibit A the attached hereto, ("territory"), into the boundaries of City by promising, within the limits of legislative and administrative powers of City, to Developer to provide for proper zoning and provide terms and conditions regarding infrastructure to allow for the development of the territory.

Section Two

Development Agreement

This Agreement is a "Development Agreement" within the meaning of Arizona Revised Statutes §9-500.05.

Section Three

Effective Date and Term

This Agreement is conditioned upon and shall not be binding on the parties until the property is annexed into the City of San Luis. The term of this agreement shall be for a period of fifteen years from the effective date of this agreement, unless otherwise modified or terminated pursuant to the terms and agreements herein contained.

Section Four

Annexation, Procedure, and Timing

It is understood that the Developer is presently in negotiations to sell a portion of the territory to Alternative Programs Inc. ("API") for the development of a private prison. Contingent only on the close of any escrow of sale of any portion of the territory to API, within one year of the execution of this agreement, the Developer, and any successor in interest to Developer, including but not limited to API, agrees to petition for and consent to the annexation of the territory into the City of San Luis pursuant to the Arizona Revised Statute §9-471, as amended.

Section Five

Consistency With General Plan

As required by State law, the City and Developer stipulate that the development of the property is or will be consistent with the City's General Plan. It is understood that the City does not presently have a General Plan, but is in the process of developing one.

Section Six

Use Of Property; Zoning

On the portion of the territory described on Exhibit B attached hereto, the City agrees, under the existing zoning ordinances of the City, permission will be given to allow the development of and the establishment of the use of a private prison. The exercise of legislative discretion and the granting of permission to develop and use the property as a private prison is being granted as part of approval of this development agreement, and the City agrees that as an administrative matter it will pass such ordinances or issue such conditional use permits or grant such other authorizations needed and/or necessary to use said property as a site for a private prison.

City agrees to waive any and all fees for the granting of zoning or other use approval for the use of said property as a private prison. This waiver shall not apply to fees for building permits, building code regulation, or other approvals, other than as described above, necessary for the

actual development or construction of any private prison on said described land.

With respect to the remaining territory of the Developer, City recognizes that the remaining territory will be impacted by the prison and is suitable for development for warehousing or light manufacturing uses. Therefore the City agrees to provide for light industrial zoning to the remaining land, conditioned upon developer or its successors seeking a special use permit before any light industrial use is permitted to be located upon the land. Both Developer and City anticipate the development of a new commercial port of entry within the municipal limits of City. Both Developer and City agree that the development of this new commercial port of entry will not occur for a period of several years after the effective date of this agreement. Both Developer and City agree that the development of this proposed new port of entry will have great impact upon the proper development and the highest and best use of the territory being annexed, and that a light industrial rezoning is consistent with the development of a new port of entry. City agrees to waive any and all fees for the rezoning to light industry. Any act of zoning or rezoning shall be subject to the laws and procedures of the State of Arizona and the City of San Luis then in effect.

Section Seven

Water Services and/or Wastewater Services

- A. It is understood that for the development of the territory, and in particular to serve the proposed private prison referred to herein above, Developer or its successors may need the development of water and/or wastewater treatment facilities and lines, hereinafter referred to as "water system" or "wastewater system."
- B. To the end of developing water and/or wastewater systems, to the extent permitted by law, City use its powers to assist Developer and/or its successor in the creation of any and all special districts that are deemed by City and Developer to be appropriate for the funding and/or construction and/or operation of infrastructure needs in the development of a water system and/or a wastewater system. Said special districts may include but are not limited to Community Facilities Districts, Water Districts, Sewer Districts, and Improvement Districts. In making this pledge of assistance, the Developer understands that the City is not making any commitment to spend any monies from current revenue sources of the City.
- C. With respect to the development of the proposed private prison, in the event that either the City or a special district is to provide a water system and/or a wastewater system, Developer, on behalf of itself, its heirs, successors, and assigns, agrees to make up to 5 acres of the territory described on Exhibit "A" as a site for a wastewater system and/or as a site for a water system, at no cost to either the City and/or the special district. Said site may be located on the property described on Exhibit "B". Title to said property shall vest to City, or its designee, in fee simple free and clear of all liens and encumbrances.
- D. In addition, in exchange for the offsets and credits against hook-up fees and impact fee

charges as set forth below, Developer, on behalf of itself, its heirs, successors, and assigns, agrees to make up to an additional 10 acres of the territory described on Exhibit "A" as a site for a wastewater system and/or as a site for a water system, at no cost to either the City and/or the special district, other than as set forth below. Said site may be located on the property different than the site described in Section 7.C above and may be located on the property described on Exhibit "B".

E. With respect to the additional 10 acres as set forth in Section 7.D above, in consideration for said property, Developer shall be entitled to credit against any hook-up fees or impact fees of the City at the rate of \$10,000.00 per acre. Said right to offset(s) and credit(s) may be transferred by Developer to any its heirs, successors, or assigns to the interest of Developer in the territory described on Exhibit "A". The amount of credit shall be determined by the amount of acreage taken, and the right to credit shall accrue upon taking and shall exist for a period of 15 years from the date of taking. Title to said property shall vest to City, or its designee, in fee simple free and clear of all liens and encumbrances.

Section Eight

Infrastructure

It is understood that for the development of the territory proper streets, roads, and other forms of infrastructure will need to be developed. It is understood that there will need to be developed an access road from the proposed new commercial port of entry to the proposed Area Service Highway. City promises to use its best efforts to facilitate the development of said access road and the maintenance of said road. This facilitation may take the form of working with other governmental units in Yuma County. Developer, on behalf of itself, its heirs, successors, and assigns hereby agrees to dedicate, in fee simple, free and clear of all liens and encumbrances, such land as needed and necessary for right of way for such roads as may be needed to connect the territory and the proposed port of entry to the aforementioned Area Service Highway.

The City is committed to facilitate and assist in the development of all proper transportation elements in the region surrounding the proposed new commercial port of entry and the development of all proper transportation elements to serve and service the territory of Developer. This facilitation and assistance shall include, within the limitations of City's police power and legal authority, the establishment and/or development of roadways to serve the territory being annexed. In so doing it is recognized that City will commit itself to facilitate the development of access highways from existing municipal limits to the territory of Developer other than the proposed Area Service Highway. In making this pledge of facilitation, the City is not making any commitment to spend any monies from current revenue sources of the City

With respect to roads to serve the proposed private prison referred to herein, the City is committed to facilitate and assist in the development of all proper transportation elements. Developer agrees to provide all right of way located within the territory needed to reasonably

serve and service said prison and it is understood any public road built to serve said prison shall be built to City standards with the cost of said development and construction to be borne by the Developer and/or the private prison. However, the City agrees to use its powers of condemnation to assist in the acquisition of right of way across private land not owned or controlled by Developer which may be needed to serve or service said private prison, if desired by Developer or its successor. If Developer or its successor desires the City to so use its powers, Developer and/or its successor understand and agree that as a condition for such exercise that they shall indemnify and hold the City harmless from all costs and expenses associated therewith including but not limited cost to purchase the property rights in question and all legal and professional fees and other costs associated with said condemnation.

Section Nine

Special Districts

In addition to water and wastewater services as hereinbefore set forth, City will assist Developer in the creation of any and all special districts that are deemed by City and Developer to be appropriate for the funding and/or construction of infrastructure needs in the development of the territory. Said special districts may include but are not limited to Community Facilities Districts, Water Districts, Sewer Districts, and Improvement Districts.

Section Ten

General Provisions

A. Time is of Essence; Binding Effect

Time is of the essence of this agreement. Such agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

B. Notifications

(i) All notices, demands or other communications must be in writing and are deemed newly delivered upon personal delivery, or as of the fifth (5th) day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To City: City Manager, City of San Luis, 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349.

To Developer: Stephen P. Shadle, Manager, San Luis Port L.L.C., 2260 S.4th Ave., Yuma, Arizona, 85364.

(ii). If either party changes addressed, a must give written notice to the other party. Notice of

change of address is deemed effective five days after mailing by the party changing address.

C. Successor and Assigns

Subject to the right of a successor in interest to Developer to choose zoning classifications as provided in Section 6 hereinabove, this Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties.

D. Waiver

If either party fails to require the other party to perform any provision of this Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

E. Governing Law and Venue

(i) The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

(ii) This agreement is subject to the cancellation provisions of Arizona Revised Statute § 38-511, as amended.

F. Severability

If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid enforceable.

G. Counterparts

This agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

H. Attorney Fees and Costs

If either party brings an action or proceeding for failure to observe any of the terms or provisions of this agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court

costs, and reasonable attorneys fees.

I. Integration

This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this agreement must be in writing, signed in endorsed by the parties.

In witness whereof, the parties have executed this agreement on the day and year first above written, and written below.

DATED this 12th day of JANUARY, ~~1999~~ ²⁰⁰⁰

CITY OF SAN LUIS

Alex Joe Harper
Alex Joe Harper
Mayor

ATTEST:

Alex Ruiz
Alex Ruiz
City Clerk

APPROVED AS TO FORM:

Gerald W. Hunt
GERALD W. HUNT
City Attorney

DEVELOPER
SAN LUIS PORT LLC

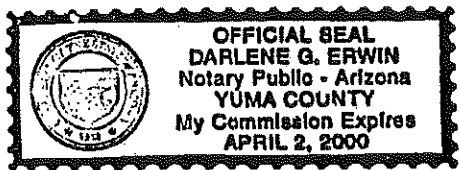
By: Stephen P. Shadle
Manager

State of Arizona)
)ss
County of Yuma)

The foregoing instrument was acknowledged before me this 16th day of December 1999 by Stephen P. Shadle, Manager of San Luis Port LLC.

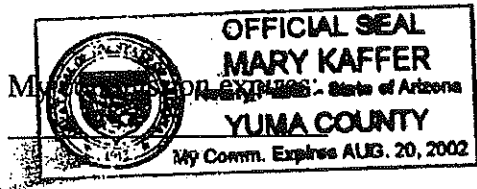
Darlene G. Erwin
Notary Public

My commission expires:
April 2, 2000



State of Arizona)
)ss
County of Yuma)

The foregoing instrument was acknowledged before me this 12th day of JANUARY
~~1999~~²⁰⁰⁰ by Alex Joe Harper, Mayor of the City of San Luis, Arizona.



Mary Kaffer
Notary Public

Approved as to form and content:

Alternative Programs, Inc.

By: [Signature]
President

EXHIBIT A

The South half of Section 11, Township 11 South, Range 24 West of the Gila and Salt river Base and Meridian, Yuma County, Arizona;

Except the East 33 feet; and

Except the South 33 feet; and

Except the West 33 feet; and

Except beginning at the Southwest corner of the Southeast quarter of Section 11;

Thence North 0 degrees 26 minutes 29 seconds to East, a distance of 33 feet along the West line of the Southeast quarter to the true point of beginning;

Thence North 0 degrees 26 minutes 29 seconds East, a distance of 626.65 feet to a point;

Thence South 89 degrees 31 minutes 30 seconds East, a distance of 2606.18 feet to a point;

Thence South 0 degrees 27 minutes 38 seconds West, a distance of 625.94 feet to a point;

Thence North 89 degrees 32 minutes 26 seconds West, a distance of 2605.96 feet to the true point of beginning.

EXHIBIT B

The North half of the Southeast quarter of Section 11, Township 11 South, Range 24 West, Salt River Base and Meridian, Yuma County, Arizona, except the East 33 feet.

WHEN RECORDED MAIL TO:

**Sonia Cuello
City Clerk
City of San Luis
P.O. Box 1170
San Luis, AZ 85349**

CONFIRMED COPY
2011-17184 RESOLUTION
07/27/2011 01:23:01 PM Pages: 20 Fees: \$10.50
Requested By: CITY OF SAN LUIS
Recorded By: Legal
Robin Stalworth Request to County Recorder, Yuma County AZ

CAPTION HEADING:

**City of San Luis:
Resolution No. 933-Development Agreement San Luis Port L.L.C.**



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 933

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SAN LUIS PORT, L.L.C.

Whereas, San Luis Port, L.L.C., an Arizona Limited Liability Company, desires to enter into a development agreement ("Development Agreement") with the City of San Luis, Arizona ("City") to provide for the development of certain property located in the City of San Luis; and

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

Whereas, the parties to the Development Agreement desire to enter into said agreement;

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

Section 1: That the Development Agreement between the City of San Luis, Arizona and San Luis Port, L.L.C. 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.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of April, 2011.



Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



for Glenn Gimbut, City Attorney

RESOLUTION 933
EXHIBIT A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 13th day of April, 2011, by and between San Luis Port, L.L.C., (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"). This Agreement is entered into pursuant to City Resolution Number 933.

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;
- B. WHEREAS, Developer is the owner of property located in the municipal limits of the City;
- C. WHEREAS, Developer desires residential zoning in an area surrounded on three sides by industrial zoning, and City desires to limit the types of residential uses in order to ensure compatibility of uses;
- D. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No.933, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

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

- 1.1 "Certificate of Completion" as used in this Agreement, shall mean a final written acceptance of the completed and inspected project or projects issued by the Planning and Zoning Department and the Public Works Department as a result of the development of the Property which is the subject of this agreement. A certificate of completion will not be issued until the entire Property is developed in conformance with the Agreement and accepted by the City.
- 1.2 "City" shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.3. “Developer” shall mean and refer to San Luis Port, L.L.C., an Arizona Limited Liability Company, successor(s), assign(s), or nominee.

1.4 “Final Plat” shall mean and refer to a final subdivision plat which is approved by the City with respect to the development of a group of Parcels within the Property and which sets forth the specific uses, densities, features and other development matters with respect to such Parcel or Parcels.

1.5 “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 Developer or the City, as the case may be, pursuant to the terms of this Agreement.

1.6 “Property” as used in this Agreement shall mean and refer to all of the real property which is legally described on Exhibits A and B. “Parcel One” shall refer to the property described on Exhibit A and “Parcel Two” shall refer to the property described on Exhibit B.

ARTICLE 2. DURATION; AMENDMENT OF EXISTING DEVELOPMENT AGREEMENT

2.1 Duration of Development Agreement. The term of this Agreement shall continue and exist from the effective date of this agreement until a “Certificate of Completion” is issued by the City for the development of the Property, unless sooner cancelled as provided in this Agreement.

2.2 Amendment of Existing Agreement. The Property is currently the subject of an existing Development Agreement as approved by Resolution No. 421 of the City of San Luis. This agreement is intended to amend and modify said existing Development Agreement such that in the event of any conflict, the provisions of this agreement shall supersede and control.

ARTICLE 3. RESIDENTIAL DEVELOPMENT RESTRICTIONS; LANDSCAPING

3.1 Development of Residential Uses; Rezoning Restrictions. The Property at present time is zoned as Rural Area – 10 Acres minimum (RA-10). Developer desires to have the Property rezoned to residential uses, Parcel One to Intermediate Density Residential (R-2) and Parcel Two to High Density Residential (R-3). In addition to these rezonings, Developer has rezoned land on three adjoining sides of the Property to Light Industrial.

As a result, the City desires to ensure compatibility of uses between residential uses and industrial use and development. To this end, Developer and City agree as follows:

- a) At such time as the Property develops, a solid block wall at least 8 feet in height will be placed on all sides adjoining industrial or commercially zoned property and the County 23 ½ alignment. It is understood that at the time of development, other restrictions may be placed as part of subdivision plat approval to ensure either sight or sound attenuation from commercial vehicular traffic; traffic controls or roadway design to ensure no conflicts between commercial vehicular traffic and residential traffic; street lighting and other safety controls, design, or development to ensure safe residential use from commercial vehicular traffic.
- b) Development of Parcel One and Parcel Two shall be limited to the multi-family uses of either apartment, townhouse, or condominium development. In the event that it is desired to develop the property to single family homes, Developer agrees that such development will be limited to large lot development of lots no less in size than 8,000 square feet and homes of not less than 1750 square feet, exclusive of garage or carport. It is understood that development of such large single family lots may need an amendment to the General Plan of the City and/or a further rezoning before such use could be developed.
- c) Proposition 207 Waiver. Developer agrees to execute a Proposition 207 Waiver in the form attached as Exhibit C attached hereto as a condition of any rezoning of the Property.
- d) Developer has offered to make available to City for landscaping on Avenue E, on public right of way, up to 100 ~~medium~~ ^{SRM} date palm trees. Cost of installation shall be borne by City. This offer of Developer may be accepted by City up until Jan 1, 2013.
- e) Developer agrees that with respect to the Property subject to this agreement and the Development Agreement dated January 12, 2000, that said lands shall be developed in accordance with such ordinances, rules, and/or regulations then in effect at the time of development.

ARTICLE 4. MEDIATION AND DEFAULT

4.1 Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager or his designee and the initial representative for the Developer shall be its project manager, as identified by the Developer 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.

4.2 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. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Developer shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbonding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

4.3 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, termination, specific performance, and/or 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 5. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

5.1 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 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 provisions of A.R.S. §38-511.

duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer 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 Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

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

6.6 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 successor in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

6.7 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.

6.8 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.

6.9 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 Developer execute such agreement amendment or cancellation, as required by A.R.S. § 9-500.05.

6.10 Attorney's 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 attorney's fees and court costs.

6.11 Notice of Conveyance or Assignment. The Developer 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.

6.12 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.

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

6.14 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 Developer, 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 Developer or successor, or under any obligation under the terms of this Agreement.


6.15 Sudan/Iran Investments and Business Operations. By entering into this agreement, Developer certifies that it does not have scrutinized business operations in Iran or Sudan as those terms are defined in A.R.S. §35-391 et seq. and §35-393 et seq.

6.16 Employment Eligibility. Developer hereby warrants, and shall require its contractors and subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Developer and any contractor or subcontractor employee of Developer to ensure that Developer and any of its contractors or subcontractors are compliant with this warranty

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

THE CITY OF SAN LUIS, an Arizona
Municipal Corporation

THE DEVELOPER, San Luis Port L.L.C.,
an Arizona Limited Liability Company

By: 
Mayor

By: 
Its: Manager

City of San Luis, Arizona
Office of the City Clerk
Box 1170
1090 East Union Street
San Luis, Arizona 85349

Agreement Regarding Acceptance of Land Use Conditions and Wavier of Rights and Remedies under Proposition 207: For use with a General Plan Amendment, Zoning Change (including Major or Minor Amendment to PCD or PAD), Zoning Text Amendment Request, Annexation, Site Plan Approval, or Design Review Approval

This Agreement regarding Acceptance of Land Use Conditions and Wavier of Rights and Remedies under Proposition 207 ("Agreement") is made by and between Applicant: Stephen P. Shadle who is the applicant or the authorized representative of the applicant (the "Applicant") in City of San Luis Land Use Case No. _____ (the "Application"), and the City of San Luis, Arizona, a municipal corporation (the "City").

Whereas, Applicant has submitted the Application to the City wherein it has requested that the City approve a General Plan Amendment, Zoning Change (including Major or Minor Amendment to a PCD or a PAD), Annexation, Site Plan Approval, or Design Review Approval for certain real property owned or controlled by the Applicant located with in the City or to be annexed by the City more particularly described in the Exhibit "A" (legal description of the "Property");

Whereas, the City has reviewed the Application for conformance and consistency with the City's General Plan, Zoning Ordinance , any applicable Specific Plans, and any other applicable Ordinances, which may include Desert Conservation, Open Space, Hillside, Grading and Drainage, Stormwater Management, and Sensitive Lands (collectively, "Land Use Ordinances");

Whereas, the Property is subject to the provisions of Proposition 207, as adopted by the voters of the State of Arizona during the November 7, 2006, general election, which is codified at A.R.S. §12-1131, et seq. ("Proposition 207"); and

Whereas, the City and the Applicant desire to resolve the applicability of Proposition 207 to the Application and determine all other conditions that the City will impose subject to approval of the Application.

Now therefore, the Applicant and the City agree as follows:

1. Conditions. The Applicant and the City agree that the conditions set forth in Exhibit "B" (Conditions of Agreement), together with all other conditions, if any, that are imposed by the Planning and Zoning Commission or the City Council, or both, shall be included as part of any approval of the Application by the City; except that, if the Applicant objects to such other conditions during each and every public hearing, if any, related to the Application, then such other conditions are not covered by this Agreement. Except as provided in this §1, the Applicant covenants that it is lawfully empowered to accept and hereby does accept such conditions on behalf of all parties with an interest in the Property. Except as provided in this §1, the Applicant and the City agree that compliance with the conditions set forth in Exhibit "B" and the other conditions described in this §1, as determined by the City, is a requirement for approval of the Application. The Applicant acknowledges that these conditions may be subject to reasonable interpretation and application by the City in future land use applications pertaining to this Property, and the Applicant agrees that such action by the City will not provide a claim under Proposition 207; however

the City agrees that the Applicant does not hereby waive the right to protest such action under any other law.

2. Run with the Land. The Applicant and the City agree that this Agreement shall run with the Property and be binding upon all subsequent owners. The Applicant hereby consents to the City recording this Agreement and any other necessary related documents with the Yuma County Recorder's Office in which the Property is located.

3. Waiver.
 - a. The Applicant acknowledges that the Applicant and the City are empowered to agree to a waiver of the terms and requirements of Proposition 207, in particular those items codified at A.R.S. §12-1134, pursuant to A.R.S. §12-1134 (I).
 - b. The City agrees that the Application conforms with and is consistent with the City's General Plan, and the Applicant on behalf of itself and all other parties having an interest in the Property knowingly and intelligently waives the provisions of Proposition 207, in the particular A.R.S. §12-1134, resulting from the City's actions with respect to the Application, as follows:
 - 3.2.1. Any actual or claimed reduction of any existing rights to use, divide, sell, or possess the Property resulting from the City's actions with respect to the Application.
 - 3.2.2. Any actual or claimed reduction in the fair market value of the Property resulting from the City's actions with respect to the Applicant.
 - 3.2.3. Any actual or claimed reduction of any existing rights to use, divide, sell or possess any private real property adjacent to the Property or of the fair market value of any private real property adjacent to the Property resulting from the City's actions with respect to the Application.
 - 3.2.4. Any actual or claimed right of the Applicant and/or the owner of the Property to file a lawsuit against the City seeking just compensation for an actual or claimed regulatory taking in a court in the county in which the Property is located resulting from the City's actions with respect to the Application.
 - 3.2.5. Any actual or claimed right to the Applicant and/or the owner of the Property to secure a binding waiver of enforcement of particular San Luis, Arizona land use law against the Property resulting from the City's actions with respect to the Application.

4. City's Agreement. City agrees that by virtue of the Applicant's execution of this Agreement and acceptance of all of the conditions imposed by the City regarding the Application, that the Application and this Agreement shall be submitted with a staff recommendation for approval to the San Luis City Council or other decision-making body or person, as appropriate, for consideration and possible approval. However, the Applicant's failure to execute this Agreement will not prevent processing of the Application or submittal of the Application for consideration and possible approval.

5. Legislative Acts. This Agreement in no way acquiesces to or obligates to City to perform any legislative act.
6. Estoppel. The Applicant represents that, to its knowledge with regard to the Application and the Property as of the effective date of this Agreement, it has received the equal protection of the laws, has received due process of all of its claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence, including Proposition 207) that would be or the Applicant claims or believes would be compensable under Proposition 207 or any other federal or Arizona state law, regulation, or constitutional provision.
7. Indemnification and Termination Upon Sale of Public Lots. The Applicant agrees to protect, indemnify, and hold the City, its agents, representatives, officers, directors, elected and appointed officials, and employees harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and litigation related expenses) imposed upon or asserted by any claimant pursuant to Proposition 207 against the City, its agents, representatives, officers, directors, elected or appointed officials, and employees, by reason of or arising out of this Agreement or the City's approval of the Application. In order to assert any right to indemnification pursuant to this provision, the City shall notify and issue a tender of defense to the Applicant in writing within thirty (30) days of initial notice to the City of an underlying claim against the City pursuant to A.R.S. §12-1134 and this Application. Upon notice and tender of defense by the City to the Applicant of an indemnification claim pursuant to this provision, the Applicant shall affirmatively accept the City's tender of defense in writing within ten (10) days of receipt of said tender from the City, and may thereafter assert control of the management and disposition of said underlying claim, including but not limited to the choice of counsel, and the City shall reasonable cooperate in this Applicant's management and disposition of the underlying claim. This obligation to indemnify shall terminate without the execution or recordation of any further of instrument as to any lot ("Public Lot") which has been finally subdivided, has been improved with a fully completed dwelling or commercial building, has been individually (and not in "bulk") leased (for a period of longer than one year) or sold to an end purchaser or user thereof, and thereupon such Public Lot shall be released from and no longer shall be subject to or burdened by the provisions of this §7.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the application of Proposition 207 to the Property. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, with respect to the application of Proposition 207 to the Property other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representations, and understandings of the City with any other parties, oral or written, with respect to the application of Proposition 207 to the Property other than specifically incorporated herein by reference, regarding any portion of or all the Property, are superseded by this Agreement. Nothing in this section is intended to void or invalidate other agreements affecting the Property to which both the Applicant and the City are parties, such as development

agreements, easements, repayment agreements, or others: however, the provisions of this Agreement shall supersede and take precedence over any conflicting provisions in any such other agreements.

9. Severability. If any provision of this Agreement is declared void or unenforceable, the provisions will be severed from this Agreement and the remainder of the Agreement will otherwise remain in full force and effect, provided that the overall intent of the parties is not materially vitiated by such severability.
10. Governing Law. This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.
11. Effective Date and Recordation. This Agreement shall become effective upon approval by the City of the Application as evidenced by all necessary signatures upon any written approval, ordinance or resolution approved by the San Luis City Council or approved minutes evidencing the action taken by the City Council or other appropriate decision-maker in accordance with applicable law. No later than ten (10) days after the application has been approved as provided herein, the City will cause this Agreement to be recorded in its entirety in the official records of the Yuma County Recorder's Office in which the Property is located.
12. Term. This Agreement shall be effective for a period of ten (10) years from the date the City approves the Application, unless within three (3) years of the date execution of the Agreement, the City advises the Applicant that a court of competent jurisdiction of the legislature had determined that a Proposition 207 claim may be stated based on a land use law at a time later than the term of this Waiver; in such case, the term will be automatically extended without further action of the parties to such time, unless the Applicant protests the City's interpretation of such court or legislative decision with ten (10) days. Such protest must be heard by the City's Independent Hearing Officer within thirty (30) days, and the decision of the Independent Hearing Officer will be final with respect to the correct interpretation for the purpose of this §12.
13. Authority. The Applicant represents and warrants to the City: (a) that it is duly formed and validly existing under the laws of the State of Arizona and is authorized to do business in Arizona; and (b) that the individual(s) executing this Agreement on behalf of the Applicant are authorized and empowered to bind the Applicant. The City represents and warrants to the Applicant: (y) that it is a duly formed municipal corporation with the State of Arizona; and (z) that the individual(s) executing this Agreement on behalf of the City are authorized and empowered to bind the City.
14. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. §38-511.

Dated this 14th day of April, 2011

APPLICANT

San Luis Port, LLC

CITY OF SAN LUIS

Karen Ury
City Manager

By: Stephen P. Snadle

Its: MANAGER

ATTEST:

[Signature]

City Clerk

APPROVED AS TO FORM:

[Signature]

City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

SUBSCRIBED AND SWORN to be before me this 20th day of JULY, 2011,
By Ralph Velez of the City of San Luis, an Arizona municipal corporation,
on behalf of the corporation.

My Commissions Expires: 5/10/2014



Melissa Lopez
Notary Public

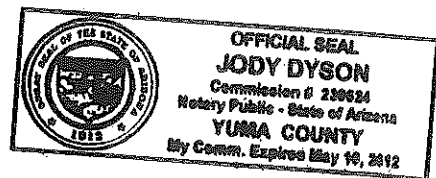
STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

SUBSCRIBED AND SWORN to be before me this 12th day of JULY, 2011,
By Stephen P. Snadle mgr of the San Luis Port, LLC, an Arizona
corporation, on behalf of the corporation.

My Commissions Expires:

5-10-2012

Jody Dyson
Notary Public



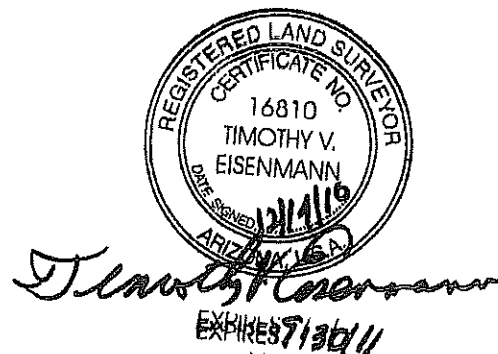
**Exhibit A
Legal Description**

**R-2 RESIDENTIAL DISTRICT ZONING
LEGAL DESCRIPTION**

That portion of the Southwest quarter (SW¼) of Section 11, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows;

BEGINNING at the Southwest corner of said SW¼ Section 11;
Thence N00°25'06"E along the West line of said SW¼ Section 11 a distance of 2640.49 feet to the Northwest corner of said SW¼ Section 11;
Thence S89°28'51"E along the North line of said SW¼ Section 11 a distance of 1411.19 feet to the TRUE POINT OF BEGINNING;
Thence continuing S89°28'51"E along said North line SW¼ Section 11 a distance of 1228.95 feet to the Northeast corner of said SW¼ Section 11;
Thence S00°26'29"W along the East line of said SW¼ Section 11 a distance of 573.79 feet;
Thence N89°28'51"W a distance of 488.41 feet;
Thence N00°31'09"E a distance of 420.00 feet;
Thence N89°28'51"W a distance of 125.44 feet;
Thence S00°31'09"W a distance of 420.00 feet;
Thence N89°28'51"W a distance of 485.44 feet;
Thence N00°31'09"E a distance of 420.00 feet;
Thence N89°28'51"W a distance of 130.44 feet;
Thence N00°31'09"E a distance of 153.79 feet to the TRUE POINT OF BEGINNING;

SAID Parcel contains 13.7262 acres more or less.



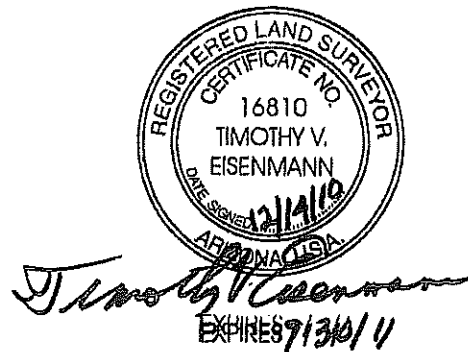
**Exhibit B
Conditions of Agreement**

**R-3 RESIDENTIAL DISTRICT ZONING
LEGAL DESCRIPTION**

That portion of the Southwest quarter (SW¼) of Section 11, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows:

BEGINNING at the Southwest corner of said SW¼ Section 11;
 Thence N00°25'06"E along the West line of said SW¼ Section 11 a distance of 2640.49 feet to the Northwest corner of said SW¼ Section 11;
 Thence S89°28'51"E along the North line of said SW¼ Section 11 a distance of 1411.19 feet;
 Thence S00°31'09"W a distance of 153.79 feet to the TRUE POINT OF BEGINNING;
 Thence S89°28'51"E a distance of 130.44 feet;
 Thence S00°31'09"W a distance of 420.00 feet;
 Thence S89°28'51"E a distance of 485.44 feet;
 Thence N00°31'09"E a distance of 420.00 feet;
 Thence S89°28'51"E a distance of 125.44 feet;
 Thence S00°31'09"W a distance of 420.00 feet;
 Thence S89°28'51"E a distance of 488.41 feet to a point on said East line SW¼ Section 11;
 Thence S00°26'29"W along said East line SW¼ Section 11 a distance of 215.00 feet;
 Thence N89°28'51"W a distance of 1230.03 feet;
 Thence N00°31'09"E a distance of 635.00 feet to the TRUE POINT OF BEGINNING.

SAID Parcel contains 8.5375 acres more or less.





Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 936

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING A PREANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SAN LUIS PORT II INDUSTRIAL PARK, L.L.C.

Whereas, San Luis Port II Industrial Park, L.L.C., an Arizona Limited Liability Company, desires to enter into a preannexation development agreement ("Preannexation Development Agreement") with the City of San Luis, Arizona ("City") to provide for the annexation and development of certain territory to be annexed into the City of San Luis; and

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


Whereas, the parties to the Preannexation Development Agreement desire to enter into said agreement;

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


Section 1: That the Preannexation Development Agreement between the City of San Luis, Arizona and San Luis Port II Industrial Park, L.L.C. 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.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 27th day of April, 2011.

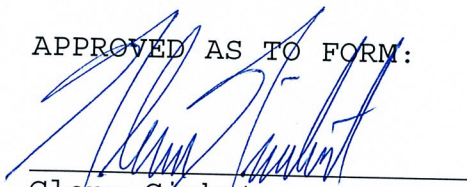

for Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney

PREANNEXATION
DEVELOPMENT AGREEMENT

ANNEXATION CASE NO. 2010-01

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 27th day of April, 2011 ("Effective Date"), by and between San Luis Port II Industrial Park LLC, 10602 Camino Del Sol, Yuma Arizona 85367 (the "Developer") and the City of San Luis, an Arizona municipal corporation (the "City"). This Agreement is entered into pursuant to City Resolution Number 936.

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 as well as pre-annexation development agreements to provide for development of property after its annexation;
- B. WHEREAS, Developer will be the owner of land contiguous to the municipal limits of the City, and is surrounded on at least three sides by the City;
- C. WHEREAS, the Developer desires to annex this property into the City and to establish certain terms and conditions regarding development of its property; and
- D. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 936, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

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

- 1.1. "City" shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.
- 1.2. "Developer" shall mean and refer to San Luis Port II Industrial Park LLC, an Arizona limited liability company, successor(s), or nominee.

1.3 "Improvements" shall mean and refer to all public improvements which may be constructed from time to time in and around the Property.

1.4 "Improvement Costs" shall mean and refer to all costs, expenses, fees and charges actually incurred and paid to contractors, architects, engineers, surveyors, third-party construction managers, governmental agencies and other third parties for materials, labor, design, engineering, surveying, land acquisition, site excavation and preparation, governmental permits, payment and performance bonds, and other costs and expenses reasonably necessary for the construction or installation of one or more Improvements. "Improvement Costs" shall not include any profit to or mark-up by any person or entity seeking payment under a buy-in or other payment agreement, or their affiliates, and any other costs or expenses not reasonably necessary for the construction or installation of the Improvements.

1.5 "Property" as used in this Agreement shall mean and refer to all of the real property which is shown in Exhibit A (Annexation Map) and legally described as:

S1/2 S1/2 SE1/4 of Section 11, Section 13 and Section 14, T 11 S, R 24 W,
G.&S.R.B.&M. Yuma County Arizona.

1.6 "Street Standards" shall mean and refer to the street standards which govern the design and construction of the Improvements for public streets required under each subdivision plat approved for all or any portion of the Property, and shall be the street standards set forth in the City of San Luis subdivision ordinance in effect at the time the applicable subdivision plat is approved by City Council, subject to the following: (a) the subdivision ordinance in effect on the Effective Date is the City of San Luis Subdivision Ordinance, July 8, 2008 Edition and the Street Standards set forth therein shall govern the public street Improvements that are part of the public infrastructure requirements for the initial subdivision plat for the Property being processed concurrently with the Zoning Approvals (defined below); (b) the infrastructure requirements and total right-of-way for Avenue D, Avenue C, and County 25th Street shall be as provided in Section 3.2, Section 3.3, and Section 3.4, respectively, and any and all Street Standards applicable to such streets are hereby modified reflect the right-of-way widths and infrastructure requirements of such Sections; and (c) Developer is authorized to install flat curbs within the portions of the Property zoned as industrial, as provided in Section 3.11 hereof, and any and all Street Standards applicable to such curbs are hereby modified to be consistent with the provisions of Section 3.11.

ARTICLE 2. ANNEXATION; WAIVER

2.1 Proposition 207 Waiver. Developer hereby waives and releases City from any and all claims under Arizona Revised Statutes § 12-1134, et seq., including any right to compensation for reduction to the fair market value of the Property, as a result of the City's approval of the Annexation Ordinance (defined herein), the City's approval of the City ordinance granting the Zoning Approvals (defined herein) and enforcement of the conditions to such approval set forth in such zoning ordinance (provided that Developer agrees to the inclusion of such conditions in the zoning ordinance), and the City's approval of, and performance under, this Agreement. The

terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

2.2 Annexation Petition. City, having held public meetings thereon, has filed in the office of the Recorder of Yuma County a blank petition, as required by A.R.S. § 9-471, setting forth a description and an accurate map of all the exterior boundaries of the Property (the "Annexation Petition"). After the Annexation Petition is consented to and signed by Developer, City shall comply with the requirements of A.R.S. § 9-471 and, if determined to be in the best interest of City, adopt an ordinance annexing the Property into the municipal boundaries of City ("Annexation Ordinance"). Notwithstanding the foregoing, the City agrees that Developer's consent to the Annexation Petition is expressly conditioned on the approval and entering into of this Agreement by City and the granting of the zoning approvals in the corresponding zoning case considered for approval by City Council immediately after approval of the Annexation Petition ("Zoning Approvals").

ARTICLE 3. PROVISIONS FOR WASTEWATER MANAGEMENT PLANS; OPTION TO PURCHASE; DEVELOPMENT OF PROPERTY; AND RIGHTS-OF-WAY

3.1 Duration of Development Agreement. The term of this Agreement shall commence on the Effective Date, and shall terminate on the date which is 30 years after the Effective Date. If the proceedings to annex the Property into the City have not been completed on or before December 15, 2011, or such later date as agreed to by City and Developer, the provisions of this Agreement shall be deemed to not have become operative and this Agreement shall terminate and have no further force or effect. If the Agreement is so terminated, Developer may record a document evidencing such termination in the land records of Yuma County.

3.2 Avenue D. Avenue D shall be a public street from County 24th Street to County 25th Street. Avenue D from the northern boundary of the Property to County 25th Street shall be a Major Collector street, with a total right-of-way of 80 feet along the alignment shown on Exhibit B. Within one-year after the Effective Date, provided that the Property's annexation into the City has been completed, Developer shall dedicate, through quit-claim deed or map of dedication, the portion of the Property east of Avenue D between County 24th Street and County 25th Street necessary to increase the right-of-way for that portion of Avenue D to 80 feet, provided that the total amount of such dedication shall not exceed a width of 34 feet. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts Avenue D, Developer shall design, construct, and install the half-street improvements for that portion of Avenue D included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of Avenue D shall be limited to the portion of Avenue D which directly abuts the portion of the Property that Developer is then developing. Such public improvement requirements shall not include the relocation of all or any portion of the power poles of the Arizona Public Service Corporation (the "Power Poles"). City agrees that Developer shall have no obligations with respect to the Power Poles, including, without limitation no obligation to relocate or underground the Power Poles, or locate new power poles in the same or a different location.

3.3 Avenue C. Avenue C shall be a public street from County 24th Street to County 25th Street. Avenue C shall be a Major Collector street, with a total right-of-way of 80 feet along its current section-line alignment. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts Avenue C, Developer shall dedicate, through a subdivision plat dedication or map of dedication, the portion of such Property within the Subdivision Plat that is necessary to increase the half-street right-of-way for Avenue C, west from centerline, to 40 feet, provided that the total amount of such dedication shall not exceed 7 feet. As a further part of the public improvement requirements for each such Subdivision Plat, Developer shall design, construct, and install the half-street Improvements for that portion of Avenue C included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of Avenue C shall be limited to the portion of Avenue C which directly abuts the portion of the Property that Developer is then developing.

3.4 County 25th Street. County 25th Street shall be a public street along its current section-line alignment; and shall be classified as a Minor Arterial with a total right-of-way of 100 feet. At the time of recordation of each Subdivision Plat approved for any portion of the Property that abuts County 25th Street, Developer shall dedicate, through a subdivision plat dedication or map of dedication, the portion of such Property necessary to increase the right-of-way for County 25th Street to 100 feet. As part of the public improvement requirements for each Subdivision Plat approved for any portion of the Property that abuts County 25th Street, Developer shall design, construct, and install the half-street Improvements for the portion of County 25th Street included within such Subdivision Plat in accordance with the Street Standards, provided that Developer's obligation to design, construct or install any portion of County 25th Street shall be limited to the portion of County 25th Street which directly abuts the portion of the Property that Developer is then developing. Notwithstanding the foregoing, City agrees that the public improvement requirements and City design standards require Developer to only dedicate the half-street right-of-way for County 25th Street. Developer's agreement to dedicate the full-street right-of-way has been made in consideration of the City's agreements, herein, including without limitation, the City's agreements set forth in Section 3.6.

3.5 Signalization at Avenue E and County 24th Street and at Avenue E and County 24 ½ Street. Those Improvements needed within the City right-of-way shall be at the cost of the City. Prior to signalization, the City agrees to place 4-way stop signs at the intersection of Avenue E and County 24th Street and/or County 24 ½ Street as conditions may warrant in the City's discretion. At such time as a traffic signal is warranted at the intersection of Avenue E and County 24th Street, Developer (or succeeding parties) shall participate in the cost of signalization equal to ¼ of the total cost. At such time as a traffic signal is warranted at the intersection of Avenue E and County 24 ½ Street Developer (or succeeding parties) shall participate in the cost of signalization equal to ¼ of the total cost.

3.6 Wastewater Management Plans and Access to Water and Wastewater Mains. The City hereby modifies the City of San Luis East Master Sewer Service Area Map to change the service boundary line of Service Area # 2 and Service Area # 3 as follows:

- The south half of Section 13, T 11 S, R 24 W, G. & S.R.B.&M. that is currently located on Service Area #3 will be incorporated into Service Area # 2 ("Area #2 Property");
- The north half of Section 14, T 11 S, R 24 W, G. & S.R.B. & M. that is currently located on Service Area #2 will be incorporated into Service Area #3 ("Area #3 Property").

After the Effective Date, Service Area #2 and Service Area #3 shall have the service boundary lines set forth on Exhibit C hereto. The City shall take all actions necessary to effectuate the change in the boundaries of the Service Areas described in this Section 3.6.

The City's current sewer lift station, located as depicted on Exhibit C, shall serve the Area #3 Property ("Area #3 Lift Station"). In consideration of the full-street dedication for County 25th Street and other Developer agreements set forth herein, the City shall allow the wastewater collection system for the Area #3 Property to connect to the Area #3 Lift Station. The City shall allow for such connection and the connection of the Area # 3 Property to the City's wastewater collection system without such connection being subject to any infrastructure reimbursement requirements, buy-in-fees, or any other fees or costs related to infrastructure costs for such wastewater collection system, including, without limitation the Area #3 Lift Station, save and except regular impact fees (defined under ARS § 9-463.05 as development fees). The City represents and warrants that the City owns the Area #3 Lift Station and has the authority, without further approval, to allow the Area #3 Property to be connected to the Area #3 Lift Station in accordance with the provisions of this Section 3.6.

Within one-year after the Effective Date, provided that the Property's annexation into the City has been completed, Developer shall convey by quit-claim deed the following described land ("Lift Station Land"):

*That part of the Southeast Quarter of Section 11, Township 11 South, Range 24 West of the Gila and Salt River and Meridian, Yuma County, Arizona, more particularly described as follows:
Beginning at the Southwest corner of the Southeast Quarter of Section 11,
Thence N 00°26'29" Ea distance of 659.62 feet along the West line of the Southeast Quarter to a point;
Thence S89031'30" Ea distance of 2,506.18 feet to **The True Point of Beginning**;
Thence continuing S89 31 '30"E a distance of 100.00 feet to a point;
Thence S00027'38"W a distance of 100.00 feet to a point;
Thence N89031 '30"W a distance of 100.00 feet to a point;
Thence N0o027'38"E a distance of 100.00 feet to **The True Point of Beginning**;
Containing 0.23 acres more or less.*

The fair market value of the Lift Station Land is hereby determined to be \$75,000 per acre (the "Fair Market Value").

City shall cause the construction of the Sewer Lift Station for Service Area #2 in a manner that allows for Service Area #2 to receive wastewater collection services from the City. At the time of development, City shall connect the portion of the Property within Service Area #2 to the

City's wastewater collection system through the Sewer Lift Station for Service Area #2. City and Developer acknowledge that all of Service Area #2 shall be subject to a payment agreement for the total Improvement Costs for the construction of the Lift Station. City agrees that the Fair Market Value of the Lift Station Land shall be credited as a payment against the total amount owed by all or any portion of the Property under such payment agreement

- Developer shall have access to the water main located on County 24th Street, east of Ave. E, and may be able to tap into or otherwise use the main without having to pay, or otherwise be assessed, a special charge for the development and/or cost of construction of said main. The then current owner or developer of each portion of the Property being developed shall at all times pay all applicable regular impact fees (defined under ARS § 9-463.05 as development fees), utility fees, or building permit fees of the City.
- Developer shall have access to the sewer line located on Ave. E south of County 24th Street and may be able to tap into or otherwise use the sewer line without having to pay, or otherwise be assessed, a special charge for the development and/or cost of construction of said main. The then current owner or developer of each portion of the Property being developed shall at all times pay all applicable regular impact fees (defined under ARS § 9-463.05 as development fees), utility fees, or building permit fees of the City.

3.7 Public Safety Facilities. From undeveloped land on the parcel described on Exhibit D hereto (the "Additional Land"), Developer agrees to dedicate, to the City of San Luis, property in an amount not to exceed 5 acres, for only the construction and use by the City of a facility to be used for City governmental purposes (the "Government Facilities Land"). The Government Facilities Land shall be conveyed to City subject to deed restrictions which shall provide that the Government Facilities Land shall be only used by the City for the construction and use of a facility for City governmental purposes, and if (a) a City governmental facility is not constructed on the Governmental Facilities Land within 10-years from the date of the conveyance, or (b) the Government Facilities Land ceases to be used for a City governmental purpose, or (c) the City conveys, leases or otherwise transfers its ownership or possessory interest in the Government Facilities Land, then Developer shall have the right to cause title in the Government Facilities Land to revert back to Developer. City may designate, as the Government Facilities Land, a portion of the Additional Land which has a frontage on County 24th Street. The City shall assume any and all responsibility for environmental assessment and/or remediation, if needed or necessary. City agrees to exercise this designation on or before November 1, 2011.

The City shall allow all of the Additional Land (including the Government Facilities Land) to be connected to the City's water system and wastewater collection system. The connection of the Additional Land to the City's wastewater collection system shall be made through the main sewer line and not by connection to a Sewer Lift Station. At the time City develops the Government Facilities Land, City shall construct all infrastructure Improvements, at its own cost and expense, necessary for the connection of the Additional Land to the City's water system and wastewater collection system, provided that Developer shall dedicate to the City, without charge to the City, the public utility easement required for the installation of water and sewer

lines necessary for such connection. If Developer develops the Additional Land before development of the Government Facilities Land, Developer shall construct such infrastructure Improvements at its own cost and expense, provided that Developer's infrastructure requirements shall only require Developer to connect the Additional Land to the City's wastewater system through the main sewer line, and there shall be no requirement to install a Lift Station to serve the Additional Land.

3.8 Access on Avenue E. At the present time, access on Avenue E between the County 24th Street alignment and the County 25th Street alignment is restricted to every half-mile (County 24th Street, County 24-1/2 Street, and County 25th Street). At such time as additional access to any private property located on the west side of Avenue E is granted access on Avenue E, City agrees to use its best efforts to grant the same degree of access to the portion of the Property located on the east side of Avenue E between the two aforementioned alignments. It is understood that this subsection is conditioned upon the City's right, power, or authority to grant access. It is also understood that the promise to use its best efforts is not a promise of access.

3.9 Zoning. Developer shall have the right to apply for zoning changes, and as long as the proposed change in zoning is in conformance with the most current City of San Luis General Plan, City agrees that staff will recommend approval, subject to such conditions as may reasonably be deemed appropriate and are allowable under applicable law. City agrees that the Property may be developed in accordance with the zoning designation applicable to the Property, any site plans or subdivision plats for the Property approved by City through its normal and customary site plan or subdivision plat approval process (respectively, the "Site Plans" or the "Subdivision Plats"), and the provisions of this Agreement, and such right shall be vested as of the Effective Date for the term of this Agreement. City agrees that the Developer has the right to apply for rezoning for each portion of the Property without charge during the period beginning January 1, 2011 and ending on the date which is forty-eight months after the date on which the Annexation Ordinance becomes effective. During that forty-eight month period, the Developer agrees to pay for all legal publications including notice of Public Hearing(s) and the final publication of the Ordinance.

3.10 Avenue E streetscape. At the time of development of any portion of the Property that abuts Avenue E, the Developer agrees to install xeriscape landscaping in the parkway between the property line and the edge of the paved surface of the portion of Avenue E between (a) the mid-way point between County 25th Street and County 24 ½ Street (i.e., the County 24 ¾ Street alignment), and (b) the mid-way point between County 24 ½ Street and County 24th Street (i.e., the County 24 ¼ Street alignment). The number and type of landscaping shall be in accordance with the landscaping standards attached hereto as Exhibit E. The design of the landscaping, sidewalks, storm water retention/detention elements, and/or fencing shall be part of the subdivision improvement plans and drawings that will be subject to City approval pursuant to the City of San Luis subdivision ordinance then in effect at the time the applicable subdivision plat is approved by City Council. Stormwater facilities for the adjacent street may be incorporated within the landscaping. The City will maintain the landscaping and storm water retention upon acceptance of these Improvements. City agrees that Developer may take time to develop the landscaping and sidewalks, and may take up to three years to do so from the

date of the subdivision plat approval. In the event the other Improvements to the subdivision are developed ahead of said landscaping and sidewalks, the delay in sidewalk and landscaping development shall not delay acceptance by the City of the other Improvements. At all times, any adequate assurances posted for development of Improvements shall be adjusted to reflect the value of outstanding offsite Improvements and any warranty period pursuant to the Subdivision Ordinance of City.

3.11 Use of flat curbs. Developer may use flat curbs within the portions of the Property which are zoned as Industrial. Said flat curbs shall be constructed to City of San Luis Construction Standards (or other generally applicable engineering standards adopted by the City through its normal and customary adoption process), provided, that Developer shall not be required to install sidewalks within the portions of the Property in which Developer uses flat curbs. The Developer shall use vertical curbs within the portions of the Property which are zoned as Commercial. All curbs on Avenue E, Avenue D, Avenue C, County 24th Street, or County 25th Street shall be vertical curbs regardless of zoning.

3.12 Design, Construction and Dedication. Improvements shall be designed, constructed and dedicated in accordance with applicable laws, including, without limitation, the City's normal and customary plan submittal, review and approval processes, day-to-day inspection requirements, and insurance requirements. When the Improvements, or a discrete portion thereof, are completed, then upon written request of City or Developer, Developer shall dedicate and City shall accept such Improvements. City shall grant all rights, licenses, easements, and rights of entry necessary to permit Developer to construct the Improvements within the public rights-of-way.

ARTICLE 4. INDEMNIFICATION

4.1 Developer agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("Indemnified Group") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney expense), relating to, arising out of, resulting from the Developer's negligent acts or omissions or intentional torts which relate to Developer's performance under this Agreement, including but not limited to work or services provided in the performance of this Agreement by Developer's subcontractors or any one directly or indirectly employed by or contracting with the Developer or subcontractor or by anyone for whose acts Developer may be liable. Notwithstanding the foregoing, the provisions of this Section 4.1 do not extend to any liability, claims, damages, losses or expenses which result from the negligent acts or omissions, or intentional torts of the City, for which the City agrees to indemnify and hold harmless Developer, its officers, directors, partners, shareholders, managers, members and employees for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney expense).

4.2 If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Developer (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 Developer, or if covered by insurance, the insurer, all of which must be approved by City, which approval will not be unreasonably withheld, conditioned 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 if Developer neglects or refuses to provide an adequate defense, and the Developer shall pay the reasonable costs and expenses thereof.

4.3 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, conditioned or delayed. If Developer neglects or refuses to defend any of the Indemnified Group for a claim covered by the indemnity set forth in Section 4.1, any recovery or judgment against the Indemnified Group for a claim covered by such indemnity shall conclusively establish the amount of Developer's liability to the Indemnified Group in connection with such recovery. If the City desires to settle any claim covered by the indemnity set forth in Section 4.1 for which Developer neglects or refuses to defend, the City shall be entitled to settle such claim in good faith and Developer shall be liable for the amount of such settlement and all expenses in connection with such settlement. Any dispute between the parties regarding whether or not a claim is covered by the indemnity set forth in Section 4.1, or whether Developer has neglected or refused to provide a defense, shall be resolved in accordance with the provisions of Section 5.2.

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

ARTICLE 5. MEDIATION AND DEFAULT

5.1 **Representatives.** To further the cooperation of the parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City (the "City Representative") shall be the City Manager and the initial representative for the Developer shall be its project manager, as identified by the Developer 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 nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the City and the Developer shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list

of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the 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, termination, specific performance, and/or 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, at the rate of 10% per annum, 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 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.

6.2 No Personal Liability. No member, official or employee of the City shall be personally liable to Developer, 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 Developer or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Developer; (ii) the shareholders, members or managers or constituent partners of Developer; or (iii) officers of Developer.

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:

parties to this Agreement or by their successor 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 Developer execute such agreement amendment or cancellation, as required by A.R.S. § 9-500.05.

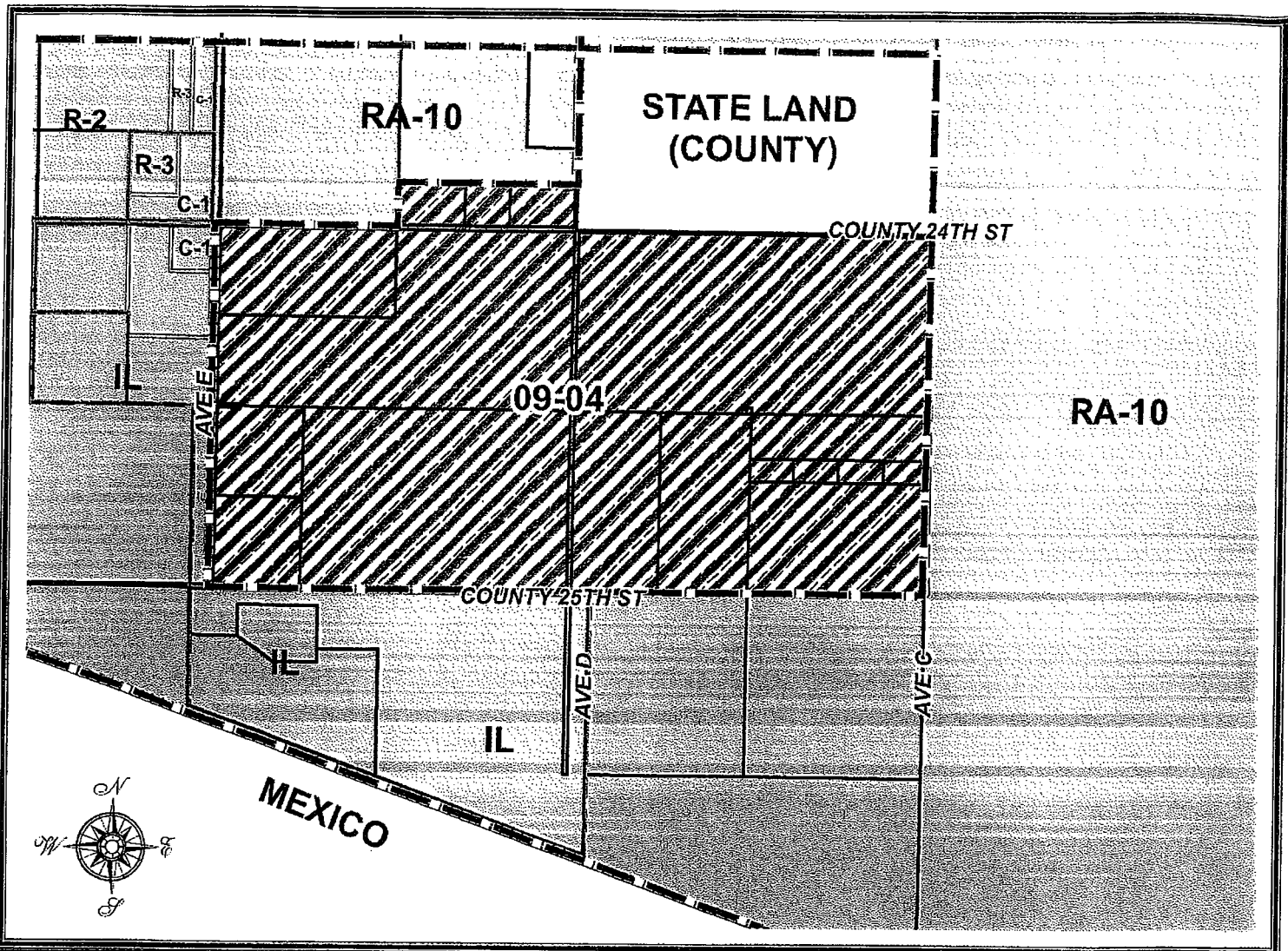
7.10 Attorney's Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs.

7.11 Notice of Conveyance or Assignment. The Developer 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. Developer may assign all or any portion of its rights hereunder to any one or more persons or entities, on such terms and conditions as Developer may deem appropriate, provided, however, that Developer may not convey all or any portion of its rights hereunder unless the corresponding obligations of the Developer are assumed by the assignee of Developer's rights. Notice of the assignment and assumption of Developer's obligations shall be reflected in a document that shall be executed by Developer and such assignee and recorded by Developer in the records of Yuma County, Arizona. Upon the recordation of such document, Developer will be released from the obligations assumed by the assignee. The burdens of this Agreement bind and the benefits of this Agreement inure to the parties hereto and their successors in interest and assigns as provided in A.R.S. § 9-500.05.D

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 Developer, 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 Developer or successor, or under any obligation under the terms of this Agreement.



Annexion #:
10-01

City of San Luis, Arizona

CERTIFICATION OF MAP MAP OF AREA TO BE ANNEXED




In Addition to the territory shown on this map, striped in grey, the proposed annexation includes any and all county right-of-way and roadways with not taxable value that are withing or contiguous to the exterior boundaries of striped area and said right of way and roadways are part of the territory proposed to be annexed and will be included in any ordinance of annexation adopted as a result of this petition.

I, Juan Carlos Escamilla, Mayor of the City of San Luis, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by the Ordinance No. ____, annexing the territory described in Ordinance No. ____, and as shown on said map as a part of the territory to be included withing the corporate limits of the City of San Luis, Arizona.

City Clerk

Mayor

Legend

-  PROPOSED ANNEXATION
-  EXISTING CITY LIMITS
-  CITY OF SAN LUIS

REVIEWED BY _____

Prepared by: City of San Luis GIS Division
GISUSER@Cityofsanluis.org

EXHIBIT "C"

CITY OF SAN LUIS NEW SEWER SERVICE AREA #2 & #3 BOUNDARY LINE

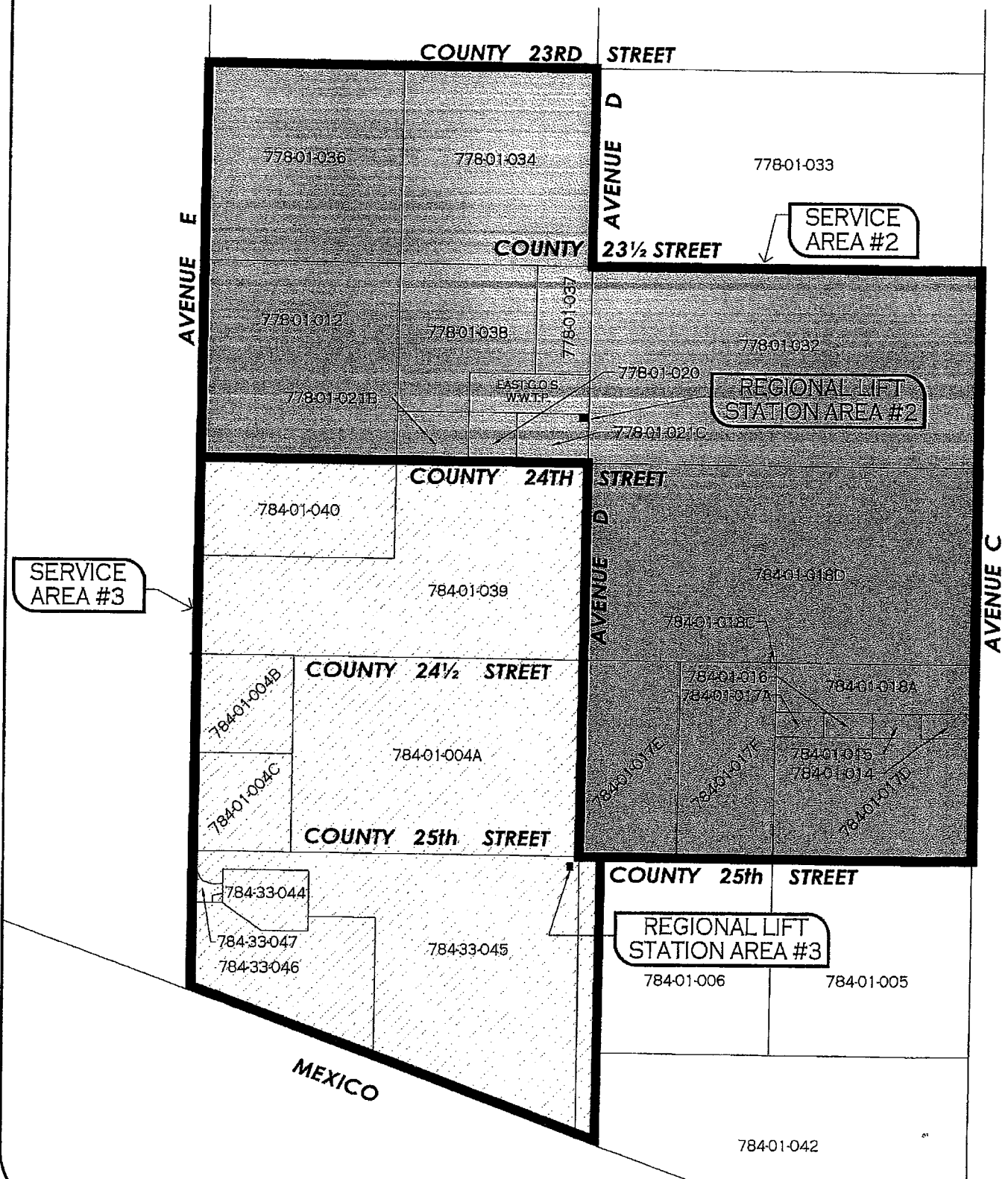


EXHIBIT "D"

CITY OF SAN LUIS PUBLIC SAFETY FACILITIES.

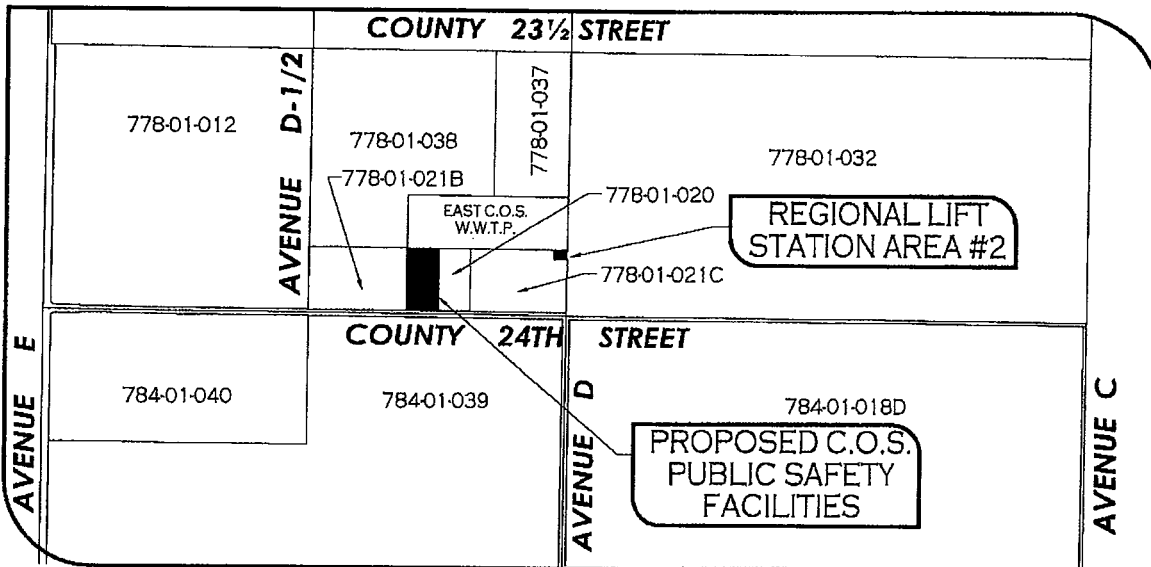
LEGAL DESCRIPTION

The East Half (E 1/2), of the Southeast Quarter (SE 1/4), of the Southwest Quarter (SW 1/4), of the Southeast Quarter (SE 1/4) of Section 11, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona.

Except the south 33.00 feet.

Subject to all easements and right of ways apparent or record.

Containing 5.0 acres gross more or less



LOCATION MAP