



NOTICE OF SPECIAL COUNCIL MEETING

In accordance with § 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Special City Council meeting at 6:30 p.m., Tuesday, December 21, 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:30 p.m., el día Martes, 21 de Diciembre 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 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
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
December 21, 2021
6:30 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Special Meeting of December 21, 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. Llamado al Publico estara disponible solo a quienes asistan a la junta en persona.

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

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Especial del Cabildo del 21 de Diciembre 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 Publico estara disponible solo a quienes asistan a la junta en persona.

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

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**

4. CONSENT AGENDA

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

4. A. MINUTES OF

- Regular Council meeting held December 8, 2021

4. B. DISBURSEMENTS FROM DECEMBER 1, 2021 THROUGH DECEMBER 13, 2021

Total Disbursements \$1,136,732.69

(One Million, One Hundred Thirty-Six Thousand, Seven Hundred Thirty-Two Dollars and Sixty-Nine Cents)

5. DISCUSSION AND POSSIBLE ACTION ITEM:

- 5. A.** Discussion and possible action on any and all matters regarding Resolution No. 2204. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into a development agreement between the City of San Luis, Arizona and Riedel Holdings, AZ LLC. **(Jose A. Guzman, Director of Planning & Zoning)**

6. SUMMARY OF CURRENT EVENTS

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

7. 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.

8. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. A.

Meeting Date: 12/21/2021

Summary

MINUTES OF

- Regular Council meeting held December 8, 2021

Attachments

12/8/2021 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
December 8, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera (arrived at approximately 7:10 p.m.)
Council Member Jose Ponce
Council Member Gloria Torres

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Lizandro Galaviz, Interim City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Alicia Velazco, Customer Service Representative
Aracely De La Hoya, Senior Service Manager
Ashley Valle, Customer Service Representative
Axel Chayra, I.T. Technician
Cynthia Henderson, Accounting Specialist
Derek Dueñas, I.T. Manager
Edgar Esparza, Administrative Coordinator
Eulogio Vera, Director of Public Works
Fernando Villegas, Principal Planner
Ivette Hernandez, Customer Service Representative
Jorge Perez, Billing & Collections Manager
Jose Luis Cisneros, Acting Public Information Officer
Laura Leon, Administrative Coordinator
Margarita Urzua, Accounting Specialist
Mario Robles, Meter Reader Technician
Melissa Lopez, Deputy City Clerk
Miguel Alvarez, Police Lieutenant
Miguel Ramirez, Acting Assistant Director of Finance
Michael Stevenson, Fire Fighter
Oscar Barnett, Code Enforcement Officer
Ralph Velez, Consultant (via Zoom)
Teresa Varela, Senior Services Assistant
Christian Cuevas, Translator

Cesar Neyoy, Reporter
Vianey Vega, Vega & Vega Engineer

2. PLEDGE OF ALLEGIANCE

Vice Mayor Africa Luna-Carrasco led the Pledge of Allegiance.

3. INVOCATION

Mr. Lizandro Galaviz, Interim City Manager, led the invocation.

4. PRESENTATION

4. A. Presentation and recognition of the 2021 - 2nd, 3rd and 4th Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (Rogelio Martinez, ERAP Chair)

Mr. Rogelio Martinez, ERAP Chair, presented the employees that were recognized by their co-workers for the 2nd, 3rd and 4th Quarters, as well as those employees who have five (5) and ten (10) years of service. Employees with more than 15 years of service, Rookie of the Year and Employee of the Year will be recognized at the upcoming employee recognition event scheduled for December 10, 2021.

Mayor Gerardo Sanchez congratulated all the recipients and thanked them for their hard work and dedication.

CONSENT AGENDA

5. A. MINUTES OF

- Work Session held November 3, 2021
- Work Session held November 9, 2021
- Special Council meeting held November 9, 2021

5. B. DISBURSEMENTS FROM NOVEMBER 2, 2021 THROUGH NOVEMBER 30, 2021. Total Disbursements \$1,504,599.62 . (One Million, Five Hundred Four Thousand, Five Hundred Ninety-Nine Dollars and Sixty-Two Cents)

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. 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 Gloria Torres	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding renewal of the ALSCO, Inc. uniform services contract with the City of San Luis. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, indicated that this renewal is a three-year contract with the option to renew yearly twice up to five (5) years for the uniform services for Public Works, Parks and Facilities. The city has used ALSCO for the past five (5) years and staff recommends renewal of the contract.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve ALSCO, Inc.'s Service Agreement and Addendum for uniform services and waive formal purchasing procedures as allowed under City Code § 3.05.010(F) for the good cause reasons 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 Gloria Torres	Aye

6. B. Public hearing followed by discussion and possible action on any and all matters regarding Minor Amendment Case No. 2021-0668 for Core Engineering Group, PLLC and Resolution No. 2201. 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 a parcel of 19.95 acres in size from Commercial (C) to Medium Density Residential (MDR), located east of 20th Avenue and south of Belleza del Desierto Phase 2 Subdivision in San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

A. Open public hearing

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to open the public hearing. 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

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, stated that this Minor Amendment was presented to the Mayor and City Council in September 2021 and the City Council expressed their concerns with the traffic in the area. The applicant is now working on a traffic study for this property and the property to the south. The property to the south was approved as amendment to the General Plan. Therefore, the traffic study the applicant is working on addresses the concern from the City Council and staff recommends approval of this item.

2. Call to the Public on this item

There were no comments from the public on this item.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Africa Luna-Carrasco to close the public hearing. 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

C. Action on Resolution No. 2201

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to approve and adopt Resolution No. 2201. 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

6. C. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2021-0243 for Core Engineering Group, PLLC and Ordinance No. 420. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, rezoning a parcel of 19.95 acres from Light Industrial (L-I) to Medium Density Residential (R1-6), located east of 20th Avenue and south of Belleza Del Desierto Phase 2 Subdivision in San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Africa Luna-Carrasco to open the public hearing. 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

1. Staff presentation

Mr. Jose Guzman, Director of Planning and Zoning, indicated that this item is related to the previous item discussed; this is the rezoning request to build a residential subdivision. Staff recommends approval with the conditions that they apply for the preliminary plat with the full application and the contribution of \$250.00 per acre for the signal at the intersection of Avenue E and County 24th Street. This condition has been added to the subdivisions in this area. The Planning & Zoning Commission also recommended approval of this request.

2. Call to the public on this item

There were no comments from the public on this item.

B. Closing of public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to close the public hearing. 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

C. Action on Ordinance No. 420

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres to approve the Reading of Ordinance No. 420 by title only. 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

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 420 by title only.

MOTION: Council Member Gloria Torres/Council Member Luis Cabrera to approve Ordinance No. 420. 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

6. D. Public Hearing followed by discussion and possible action on any and all matters regarding Minor Amendment Case No. 2021-0607 for Comite de Bien Estar, Inc. and Resolution No. 2202. 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 a parcel of 3.47 acres in size from Medium Density Residential (MDR) to Commercial (C), located on the southeast corner of Avenue F and County 24th Street in San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

A. Open public hearing

MOTION: Council Member Gloria Torres/Vice Mayor Africa Luna-Carrasco to open the public hearing. 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

1. Staff Presentation

Fernando Villegas, Principal Planner, said that this is a request by Comite de Bien Estar to change the land use designation of a parcel from Medium Density Residential to Commercial. Approval of this request will allow the applicant to zone the property Commercial. He added that this property has been rezoned twice; in 2018 as Bien Estar 10 subdivision and in 2020 as a High Density Residential for possible construction of an apartment complex that was not built. Today, the applicant is submitting a minor amendment and the rezoning later to rezoned the parcel back to Commercial for the development of commercial. Staff and the Planning & Zoning Commission recommends approval of this request and the next item is the rezoning case.

2. Call to the public on this item

There were no comments from the public on this item.

B. Close public hearing

MOTION: Council Member Luis Cabrera/Council Member Mario Buchanan Jr. to close the public hearing. 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

C. Action on Resolution No. 2202

MOTION: Council Member Luis Cabrera/Council Member Mario Buchanan Jr. to approve and adopt Resolution No. 2202. Council Member Gloria Torres abstained from voting due to a possible conflict of interest. Motion passed with five (5) ayes.

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	Abstained

6. E. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2021-0608 for Comite de Bien Estar, Inc. and Ordinance No. 421. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, rezoning a parcel 3.47 acres from High-Density Residential (R-3) to Community Commercial (C-2), located on the southeast corner of Avenue F and County 24th Street in San Luis, Arizona. (Jose A. Guzman, Director of Planning & Zoning)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Africa Luna-Carrasco to open the public hearing. 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

1. Staff presentation

Mr. Fernando Villegas, Principal Planner, specified that this item is related to the previous one and is currently rezoned as High Density Residential development such as apartments. The applicant wants to develop a commercial plaza, but due to the residential development in the area, the commercial is very needed. Staff and the Planning & Zoning Commission recommends approval of this request, with the condition that the development shall comply with the City of San Luis zoning regulations, building code requirement and public works standards.

2. Call to the public on this item

There were no comments from the public on this item.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to close the public hearing. 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

C. Action on Ordinance No. 421

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Africa Luna-Carrasco to approve the Reading of Ordinance No. 421 by title only. 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

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 421 by title only.

MOTION: Council Member Luis Cabrera/Council Member Mario Buchanan Jr. to approve and adopt Ordinance No. 421. Council Member Gloria Torres abstained from voting due to a possible conflict of interest. Motion passed with five (5) ayes.

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	Abstained

6. F. Discussion and Possible Action on any and all matters regarding Resolution No. 2203. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into a Development Agreement with Carol D. Upton as part of the right-of-way acquisition for the Mesa Street Improvement Project. (Glenn J. Gimbut, Assistant City Attorney)

Ms. Kay Macuil, City Attorney, explained that this development agreement is with a property owner for 15 years and it allows for rezoning to the extent legally possible at the time of rezoning to High Density Residential. This is an exchange with the city for dedication of right of way in the area to improve Mesa Street.

MOTION: Council Member Luis Cabreta/Council Member Jose Ponce to approve and adopt Resolution No. 2203 to enter into the development agreement 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 Gloria Torres	Aye

6. G. Discussion and possible action on any all matters regarding Ordinance No. 422. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record the document titled “Chapter 8.25, Nuisances, Title 8 of the San Luis City Code”; adopting it by reference; providing for penalty; repealing any conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, mentioned that this is the nuisance ordinance which was talked about earlier this year because the Public Works Department was cleaning trash and people were leaving mattresses/debris in the streets. This ordinance allows for additional tools beyond what the city has in place to make the property owners close to the street responsible for keeping the area clean. If the responsible person is different from the property owner, that person would also be liable.

MOTION: Council Member Jose Ponce/Vice Mayor Africa Luna-Carrasco to approve Reading of Ordinance No. 422 by title only. 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

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 422 by title only.

MOTION: Council Member Jose Ponce/Vice Mayor Africa Luna-Carrasco to approve and adopt Ordinance No. 422 and declare an emergency. 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

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that he attended the Dia Del Campesino, he thanked Campesinos Sin Fronteras and the different agencies that participated. Yuma County Health Department provided COVID-19 vaccines to the farmworkers present. He added that the City of San Luis held its 14th vaccination clinic and there was a good response from residents. The 15th vaccination campaign will be held January 5, 2022. Mayor Gerardo Sanchez also reported that he met with the port directors from the U.S. and Mexico regarding the \$30 plus million investment for a new port of entry as well as the hours of service in the Mexican Customs as it appears that the San Luis Rio Colorado, Sonora Mexican Customs, is the only one with restrictions.

Vice Mayor Africa Luna-Carrasco reported that she and the rest of the City Council attended the tree lighting ceremony adding that there were approximately 4,300 people present. She also attended the Community Food Bank dinner to recognize the supporters that make possible to those less fortunate to have food on their plate. Correspondingly, she attended the Yuma County Library Board meeting to have the traveling exhibition of the Holocaust and the Veterans Park Committee meeting. Staff will prepare a preliminary budget to move forward with this project. She mentioned that some Council Members also attended the San Luis Film Festival event.

Mr. Lizandro Galaviz, Interim City Manager, mentioned that the total cost of this project is approximately \$900,000.00 - \$1 million. Staff wants to move forward with it and one of the ideas discussed at the meeting was to have the engineering prepared so this would be a shovel ready project and to look at the possibility of grant funding.

Council Member Luis Cabrera reported that he and Council Member Matias Rosales along with Ms. Jenny Torres, Economic Development Manager, attended the Innovating Commerce Serving Communities (ICSC). They received great news and had the opportunity to network with different retailers and people have begun to look at San Luis, there are exciting news coming to the city within the next few months.

Council Member Jose Ponce reported that he was invited by Ms. Maria Robles to participate at a small christmas event at Harvest Preparatory Academy School.

8. CALL TO THE PUBLIC

Ms. Maria Robles, 1195 California Street, San Luis, AZ, stated that she is happy to announce that the committee SOMOS for the first time in nine (9) years they will organize the Angeles de Esperanza (Angels of Hope) event in San Luis. They have joined forces with the San Luis Police Department that consists of taking the kids shopping to Walmart followed by a barbecue. She spoke about the program of Angeles de Esperanza and how this committee will serve the different families recommended on a yearly basis. She invited the Mayor and City Council to be part of history by joining this committee with a donation and attend this event.

9. ADJOURNMENT

MOTION: Vice Mayor Africa Luna-Carrasco/Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 8:00 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 December 8, 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

Special City Council Meeting

4. B.

Meeting Date: 12/21/2021

Summary

DISBURSEMENTS FROM DECEMBER 1, 2021 THROUGH DECEMBER 13, 2021

Total Disbursements \$1,136,732.69

(One Million, One Hundred Thirty-Six Thousand, Seven Hundred Thirty-Two Dollars and Sixty-Nine Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING DEC 21, 2021 Disbursement Report from 12/01/2021 TO 12/13/2021

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	12/01/2021	\$ 206,268.58	Schedule A
Payroll Check Account	12/02/2021	\$ 4,840.23	Schedule B
Accounts Payable Check Account	12/02/2021	\$ 139,995.64	Schedule C
Payroll Check Account	12/07/2021	\$ 356,941.34	Schedule D
Accounts Payable Check Account	12/09/2021	\$ 428,686.90	Schedule E

Total Disbursements: \$ 1,136,732.69

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

Prepared by David A. Espitia:

David Espitia

Verified by Director of Finance:

[Signature]

For Council approval on: _____

Mayor: _____

Council: _____

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2021 DEC 13 A 11: 58

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Pay Day Register

Pay Date Range 12/01/21 - 12/01/21
Pay Batch 202140

Pay Batch 202140 Total

Employees in Pay Batch 280
Female Employees in Pay Batch 75

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
801 - COLA ADJUSTMENT	.0000	271,500.00	Gross	271,500.00	AZ STATE RETIREMENT	21,629.40
Total	0.0000	\$271,500.00	Imputed Income		LONG TERM DISABILITY	336.30
			FEDERAL TAX WITHHOLDING	8,814.76	PSPRS FIRE DB NORM - TIER 1	3,655.00
			SOCIAL SECURITY TAX	16,833.09	PSPRS FIRE DB NORM - TIER 2	292.40
			MEDICARE	3,936.95	PSPRS FIRE DB NORM - TIER 3	1,590.40
			STATE WITHHOLDING	6,001.52	PSPRS FIRE DCCN - TIER 3	90.00
			AZ STATE RETIREMENT	21,629.40	PSPRS FIRE DISABILITY - TIER	8.80
			LONG TERM DISABILITY	336.30	PSPRS POLICE DB NORM - TIER	2,211.30
			PSPRS FIRE DB RATE - TIER 1a	1,530.00	PSPRS POLICE DB NORM - TIER	421.20
			PSPRS FIRE DB RATE - TIER 1b	582.50	PSPRS POLICE DB NORM - TIER	1,292.20
			PSPRS FIRE DB RATE - TIER 2	233.00	Total	\$31,527.00
			PSPRS FIRE DB RATE - TIER 3	1,590.40	Workers' Comp	
			PSPRS FIRE DC RATE - TIER 3	90.00	Total	
			PSPRS FIRE DISABILITY RATE	8.80		
			PSPRS POLICE DB RATE - TIER	1,071.00	Direct Deposits	
			PSPRS POLICE DB RATE - TIER	815.50	Amount	
			PSPRS POLICE DB RATE - TIER 2	466.00		
			PSPRS POLICE DB RATE - TIER 3	1,292.20	Check	\$206,268.58
			Net	\$206,268.58		

Monica Castro
 Digitally signed by: Monica Castro
 DN: CN = Monica Castro email =
 mcastro@sankuisaz.gov C = AD
 Date: 2021.11.30 11:17:26 -0700

Schedule A



Pay Day Register

Pay Date Range 12/01/21 - 12/01/21

Pay Batch 202112M

Pay Batch 202112M 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

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 mcastro@sanluisaz.gov C = AD
 Date: 2021.12.02 12:09:39 -0700'

Payment Register

From Payment Date: 11/29/2021 - To Payment Date: 12/2/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
100493	11/29/2021	Open			Utility Management Refund	A & G BUILDERS LLC,	\$183.19		
100494	11/29/2021	Open			Utility Management Refund	ARCIGA, RIGOBERTO & SOCORRO	\$130.73		
100495	11/29/2021	Open			Utility Management Refund	DELGADO, JUAN A & MURILLO, LAURA I	\$136.20		
100496	11/29/2021	Open			Utility Management Refund	FAUSTO, ISMAEL & ROGELIO ALANIS	\$11.93		
100497	11/29/2021	Open			Utility Management Refund	FIGUEROA, JESUS, E	\$172.21		
100498	11/29/2021	Open			Utility Management Refund	GONZALEZ, IMELDA	\$163.60		
100499	11/29/2021	Open			Utility Management Refund	IBARRA, GILBERTO & CARMEN	\$41.20		
100500	11/29/2021	Open			Utility Management Refund	PEN HOLDINGS LLC	\$85.92		
100501	11/29/2021	Open			Utility Management Refund	PERALTA, SERGIO SANCHEZ/GODFRED	\$198.94		
100502	11/29/2021	Open			Utility Management Refund	SALAZAR, MANUEL	\$197.16		
100503	11/29/2021	Open			Utility Management Refund	SAN LUIS AZ CHAMBER OF COMMERC	\$294.24		
100504	11/29/2021	Open			Utility Management Refund	TORRES, MARIA, E	\$142.50		
100505	11/29/2021	Open			Accounts Payable	ULTRA SHOW MAKERS LLC	\$5,950.00		
100506	12/02/2021	Open			Accounts Payable	AIRGAS USA LLC	\$1,349.89		
100507	12/02/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$150.00		
100508	12/02/2021	Open			Accounts Payable	ASTORGA, ERICK	\$327.00		
100509	12/02/2021	Open			Accounts Payable	AUTOZONE STORES, INC	\$925.62		
100510	12/02/2021	Open			Accounts Payable	AZ ASSOCIATION OF CHIEFS OF POLICE	\$350.00		
100511	12/02/2021	Open			Accounts Payable	AZ CCTV AND SECURITY	\$3,133.45		
100512	12/02/2021	Open			Accounts Payable	BELLO, MARIA, TERESA D	\$500.00		
100513	12/02/2021	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$633.83		
100514	12/02/2021	Open			Accounts Payable	BOTELLO, EMMANUEL	\$327.00		
100515	12/02/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$789.66		
100516	12/02/2021	Open			Accounts Payable	BRACAMONTES, MARIA, DOLORES	\$100.00		
100517	12/02/2021	Open			Accounts Payable	BTE BODY COMPANY INC	\$160.36		
100518	12/02/2021	Open			Accounts Payable	CABRERA, LUIS	\$177.00		
100519	12/02/2021	Open			Accounts Payable	CENTURYLINK	\$1,338.07		
100520	12/02/2021	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$209.13		
100521	12/02/2021	Open			Accounts Payable	CONTRERAS, RICARDO	\$90.00		
100522	12/02/2021	Open			Accounts Payable	FACTOR SALES, INC.	\$83.03		
100523	12/02/2021	Open			Accounts Payable	GARCIA RENTERIA, JESUS, PEDRO	\$150.00		
100524	12/02/2021	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$29,700.00		
100525	12/02/2021	Open			Accounts Payable	HIGA, TRICIA, K	\$221.25		
100526	12/02/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,213.27		

Schedule C

Payment Register

From Payment Date: 11/29/2021 - To Payment Date: 12/2/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
100527	12/02/2021	Open			Accounts Payable	LOPEZ, ABRAHAM	\$352.00		
100528	12/02/2021	Open			Accounts Payable	MARTINEZ, GABRIELA, J	\$40.00		
100529	12/02/2021	Open			Accounts Payable	MENDOZA, JUAN MANUEL	\$40.00		
100530	12/02/2021	Open			Accounts Payable	MOLINA, YOLANDA	\$3,608.00		
100531	12/02/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$31.35		
100532	12/02/2021	Open			Accounts Payable	OFFICE DEPOT	\$1,776.72		
100533	12/02/2021	Open			Accounts Payable	ORTIZ, JUAN, C	\$94.94		
100534	12/02/2021	Open			Accounts Payable	PEREDA, JOSE	\$352.00		
100535	12/02/2021	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$955.00		
100536	12/02/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$670.00		
100537	12/02/2021	Open			Accounts Payable	RINGSIDE INC.	\$419.95		
100538	12/02/2021	Open			Accounts Payable	ROSALES, MATIAS	\$177.00		
100539	12/02/2021	Open			Accounts Payable	SANCHEZ, GERARDO	\$240.00		
100540	12/02/2021	Open			Accounts Payable	SANTIAGO, JOSE V.	\$150.00		
100541	12/02/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$6,767.61		
100542	12/02/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$39,074.73		
100543	12/02/2021	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$569.89		
100544	12/02/2021	Open			Accounts Payable	USA BLUE BOOK	\$1,518.51		
100545	12/02/2021	Open			Accounts Payable	VARGAS, HERIBERTO	\$150.00		
100546	12/02/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$269.93		
100547	12/02/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$577.02		
100548	12/02/2021	Open			Accounts Payable	ZARAGOZA, JOSE	\$352.00		
100549	12/02/2021	Open			Accounts Payable	GOVERNMENTJOBS.COM, INC	\$11,415.14		
100550	12/02/2021	Open			Accounts Payable	CENTURYLINK	\$86.26		
Type Check Totals:							\$119,324.43		
EFT									
619	12/02/2021	Open			Accounts Payable	ALSCO, INC	\$502.13		
620	12/02/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$821.12		
621	12/02/2021	Open			Accounts Payable	BLT ASPHALT LLC	\$2,121.44		
622	12/02/2021	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$562.99		
623	12/02/2021	Open			Accounts Payable	CDWG	\$2,270.23		
624	12/02/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$105.00		
625	12/02/2021	Open			Accounts Payable	DESERT WATER STORE INC	\$139.41		
626	12/02/2021	Open			Accounts Payable	DICKINSON WRIGHT PLLC	\$455.00		
627	12/02/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$2,800.00		
628	12/02/2021	Open			Accounts Payable	PURCHASE POWER	\$25.79		
629	12/02/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$59.22		
630	12/02/2021	Open			Accounts Payable	RM GRAPHICS	\$90.00		
631	12/02/2021	Open			Accounts Payable	ROACH PEST CONTROL	\$1,415.00		
632	12/02/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$110.00		
633	12/02/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$764.68		
634	12/02/2021	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$376.33		
635	12/02/2021	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
636	12/02/2021	Open			Accounts Payable	YUMA PRINTING COMPANY	\$1,060.25		
637	12/02/2021	Open			Accounts Payable	YUMA SUN INC	\$462.02		

Payment Register

From Payment Date: 11/29/2021 - To Payment Date: 12/2/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
638	12/02/2021	Open			Accounts Payable	YUMA TRUCK PARTS	\$1,045.29		
639	12/02/2021	Open			Accounts Payable	YUMA WINNELSON CO.	\$5,317.52		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$20,671.21	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	58	\$119,324.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	58	\$119,324.43	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	21	\$20,671.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	21	\$20,671.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$139,995.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$139,995.64	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	58	\$119,324.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	58	\$119,324.43	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	21	\$20,671.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	21	\$20,671.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$139,995.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	79	\$139,995.64	\$0.00

David
Espitia

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San Luis OU = Finance
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40:21 -07'00'



Pay Day Register

Pay Date Range 11/20/21 - 12/03/21

Pay Batch 202125

Monica
Castro

Digitally signed by Monica Castro
DN: CN = Monica Castro email =
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Date: 2021.12.07 13:46:39 -0700

PSPRS FIRE DB RATE - TIER 3	2,962.98	29,808.30	Electrician	60.29	1,920.00
PSPRS FIRE DC RATE - TIER 3	177.06	1,967.36	FIREFIGHTERS & DRIVERS	4,510.72	94,962.45
PSPRS FIRE DISABILITY RATE	17.31	1,967.36	GARBAGE/ ASH/ REFUSE	371.60	5,945.66
PSPRS POLICE DB RATE - TIER	3,668.76	47,957.69	Homemaker Service	20.35	888.86
PSPRS POLICE DB RATE - TIER	2,416.64	20,743.75	MUNICIPAL/ TOWN/	104.06	5,946.46
PSPRS POLICE DB RATE - TIER 2	1,109.99	9,527.86	PARKS- NOC ALL EMPLOYEES	734.99	23,709.35
PSPRS POLICE DB RATE - TIER 3	3,441.40	34,621.75	POLICE OFFICERS	5,618.03	118,273.78
STANDARD LIFE ADDTNL	1,094.18	.00	RECREATION- ALL EMPLOYEES/	233.76	17,063.08
TRANSWESTERN MEXICAN	97.00	.00	SEWAGE DISPOSAL/ PLANT	724.77	21,068.78
U.S. MEX DENTAL - EE &	533.78	.00	Street or Road Construction	1,859.08	21,054.12
U.S. MEX DENTAL - EE &	164.24	.00	WATERWORKS OPERATIONS	574.10	16,544.61
UNITED WAY	14.00	.00	Total	<u>\$16,840.74</u>	
US & MEX DENTAL= FAMILY	666.12	.00			
US & MEX HEALTH = C	5,693.60	.00	<u>Direct Deposits</u>		<u>Amount</u>
US & MEX HEALTH = FAMILY	7,403.16	.00	1st Bank Yuma		28,899.28
US & MEX HEALTH = SP	1,565.74	.00	ACADEMY BANK		2,342.68
VSP - VISION CHILDREN	214.17	.00	Bank of America		1,200.00
VSP - VISION FAMILY	376.42	.00	Bankcorp		300.00
VSP - VISION SPOUSE	97.35	.00	Charles Sch		200.00
Net	<u>\$356,941.34</u>		Chase Bank		188,962.57
			chase centro		1,162.50
			Federal Credit Union		36,522.06
			FF CREDIT UNION		1,904.10
			FIREFIGHTER FIRST CREDIT UNION		5,012.19
			GREEN DOT BANK		366.99
			MIT FEDERAL CREDIT UNION		396.10
			National Bank		3,092.94
			Navy Federal		21,162.42
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		721.12
			Sunbank		1,222.92
			THE FOOTHILLS BANK		795.45
			USAA FEDERAL SAVING		1,236.32
			VANTAGE WEST		1,514.23
			WASHINGTON FEDERAL		1,931.17
			Wells Fargo		76,357.53
			WELLS FARGO CALE		1,052.28
			Total		<u>\$356,474.85</u>
			Check		\$466.49

Schedule D

Payment Register

From Payment Date: 12/6/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
100551	12/06/2021	Open			Accounts Payable	AT&T MOBILITY LLC	\$25,889.18		
100552	12/07/2021	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$2,436.21		
100553	12/08/2021	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
100554	12/08/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
100555	12/08/2021	Open			Accounts Payable	FOP/ALC	\$375.00		
100556	12/08/2021	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	\$311.10		
100557	12/08/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$345.00		
100558	12/08/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,099.56		
100559	12/08/2021	Open			Accounts Payable	UNITED STATES TREASURY	\$221.11		
100560	12/08/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
100561	12/08/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$96.50		
100562	12/08/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,110.00		
100563	12/09/2021	Open			Accounts Payable	A & H ELECTRIC	\$925.00		
100564	12/09/2021	Open			Accounts Payable	AAED	\$273.00		
100565	12/09/2021	Open			Accounts Payable	ADGRAPHIX, LLC	\$830.00		
100566	12/09/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$150.00		
100567	12/09/2021	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$200.49		
100568	12/09/2021	Open			Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	\$2.34		
100569	12/09/2021	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$39.38		
100570	12/09/2021	Open			Accounts Payable	ARIZONA STATE TREASURER	\$18,053.21		
100571	12/09/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$56.15		
100572	12/09/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$7.91		
100573	12/09/2021	Open			Accounts Payable	CABLE & WIRELESS TECHNOLOGIES, INC	\$406.30		
100574	12/09/2021	Open			Accounts Payable	CITIZENPRIME, LLC	\$332.00		
100575	12/09/2021	Open			Accounts Payable	DE LA VARA, JOSE	\$91.00		
100576	12/09/2021	Open			Accounts Payable	ECOVERDE, LLC	\$358.55		
100577	12/09/2021	Open			Accounts Payable	ED WHITEHEAD'S TIRE	\$1,435.72		
100578	12/09/2021	Open			Accounts Payable	ELITE K-9, INC.	\$587.25		
100579	12/09/2021	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
100580	12/09/2021	Open			Accounts Payable	ESPITIA, DAVID	\$1,080.00		
100581	12/09/2021	Open			Accounts Payable	FLOCK GROUP INC	\$16,500.00		
100582	12/09/2021	Open			Accounts Payable	FLORES, MARIA, JESUS	\$578.00		
100583	12/09/2021	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$88.80		
100584	12/09/2021	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$2,925.00		
100585	12/09/2021	Open			Accounts Payable	IPS GROUP INC	\$521.36		
100586	12/09/2021	Open			Accounts Payable	JIMENEZ, SERGIO	\$150.00		
100587	12/09/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$29.25		
100588	12/09/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$115.30		

Payment Register

From Payment Date: 12/6/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
100589	12/09/2021	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$4,650.00		
100590	12/09/2021	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$3,600.00		
100591	12/09/2021	Open			Accounts Payable	MENDOZA, JUAN MANUEL	\$45.00		
100592	12/09/2021	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$128.00		
100593	12/09/2021	Open			Accounts Payable	MID-AMERICAN RESEARCH CHEMICAL	\$216.94		
100594	12/09/2021	Open			Accounts Payable	ORTEGA, LUZ	\$75.00		
100595	12/09/2021	Open			Accounts Payable	PATIO SUSHI & MORE	\$5,149.48		
100596	12/09/2021	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$1,099.44		
100597	12/09/2021	Open			Accounts Payable	RUIZ, IGNACIO	\$65.00		
100598	12/09/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$220.90		
100599	12/09/2021	Open			Accounts Payable	SOCIAL DEMICS LLC	\$3,000.00		
100600	12/09/2021	Open			Accounts Payable	STATE BAR OF ARIZONA	\$108.60		
100601	12/09/2021	Open			Accounts Payable	US BANK	\$2,200.00		
100602	12/09/2021	Open			Accounts Payable	USA BLUE BOOK	\$560.12		
100603	12/09/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$875.27		
100604	12/09/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$2,722.23		
100605	12/09/2021	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$2,572.45		
100606	12/09/2021	Open			Accounts Payable	CIVICPLUS	\$8,830.28		
100607	12/09/2021	Open			Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC	\$189,190.62		
100608	12/09/2021	Open			Accounts Payable	GARCIA, JESUS	\$100.00		
100609	12/09/2021	Open			Accounts Payable	HAJOCA CORPORATION	\$463.60		
100610	12/09/2021	Open			Accounts Payable	JANKOWSKI, ROBERT	\$250.00		
100611	12/09/2021	Open			Accounts Payable	LUNA, CYNTHIA	\$100.00		
100612	12/09/2021	Open			Accounts Payable	MARTINEZ, JOSE ALFREDO	\$280.00		
100613	12/09/2021	Open			Accounts Payable	RODRIGUEZ, DANIEL	\$1,300.94		
100614	12/09/2021	Open			Accounts Payable	ROMERO ALVAREZ, RAUL, A	\$480.00		
100615	12/09/2021	Open			Accounts Payable	SANDOVAL, MONTSERRAT	\$312.00		
100616	12/09/2021	Open			Accounts Payable	THE HOME DEPOT	\$935.65		
100617	12/09/2021	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$7,856.61		
100618	12/09/2021	Open			Accounts Payable	FRUTH GROUP INC	\$814.01		
Type Check Totals:									
EFT									
641	12/09/2021	Open			Accounts Payable	ALSCO, INC	\$558.95		
642	12/09/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$1,498.98		
643	12/09/2021	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$277.06		
644	12/09/2021	Open			Accounts Payable	ARK WIRELESS & NETWORKING	\$600.00		
645	12/09/2021	Open			Accounts Payable	BOTACH INC	\$3,210.30		
646	12/09/2021	Open			Accounts Payable	CDWG	\$4,653.42		
647	12/09/2021	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	\$1,380.00		
648	12/09/2021	Open			Accounts Payable	DANA KEPNER COMPANY LLC	\$7,527.95		
649	12/09/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$70.00		
650	12/09/2021	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$1,859.82		
651	12/09/2021	Open			Accounts Payable	DESERT WATER STORE INC	\$99.61		

Payment Register

From Payment Date: 12/6/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
652	12/09/2021	Open			Accounts Payable	FERGUSON ENTERPRISES, LLC	\$502.04		
653	12/09/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,969.00		
654	12/09/2021	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$10,922.66		
655	12/09/2021	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$247.96		
656	12/09/2021	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$41,069.77		
657	12/09/2021	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$5,061.46		
658	12/09/2021	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$208.77		
659	12/09/2021	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,583.33		
660	12/09/2021	Open			Accounts Payable	RM GRAPHICS	\$37.50		
661	12/09/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$10,258.90		
662	12/09/2021	Open			Accounts Payable	SIRCHIE ACQUISITION COMPANY LLC	\$481.30		
663	12/09/2021	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$1,381.84		
664	12/09/2021	Open			Accounts Payable	TRUCKPRO, LLC	\$3,477.77		
665	12/09/2021	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$378.25		
666	12/09/2021	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$100.84		
667	12/09/2021	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$3,043.17		
668	12/09/2021	Open			Accounts Payable	YUMA SUN INC	\$345.00		
671	12/09/2021	Open			Accounts Payable	DE LA HOYA, TADEO	\$1,357.94		
672	12/09/2021	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$1,000.00		
673	12/09/2021	Open			Accounts Payable	SAM'S CLUB	\$898.02		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							31 Transactions	\$110,061.61	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$318,625.29	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 12/6/2021 - To Payment Date: 12/9/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		\$0.00	\$0.00	
					Stopped		\$0.00	\$0.00	
					Total	68	\$318,625.29	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	31	\$110,061.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	31	\$110,061.61	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	99	\$428,686.90	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	99	\$428,686.90	\$0.00	
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	68	\$318,625.29	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	68	\$318,625.29	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	31	\$110,061.61	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	31	\$110,061.61	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	99	\$428,686.90	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	99	\$428,686.90	\$0.00	

Grand Totals:

**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: 2021.12.09 17:44:
38 -07'00'



AGENDA ITEM REVIEW FORM

Special City Council Meeting

5. A.

Meeting Date: 12/21/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2204. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into a development agreement between the City of San Luis, Arizona and Riedel Holdings, AZ LLC. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

A Development Agreement between the City of San Luis, Arizona, and Riedel Holdings, AZ LLC, pertaining to Rezoning Case No. 2021-0693 and Lot Split Case No. 2021-0387.

Rezoning Case No. 2021-0693

A request by Edais Engineering Inc. on behalf of Riedel Holdings LLC to rezone 186.84 acres from Medium High-Density Residential (R-2), High-Density Residential (R-3), Community Commercial (C-2), and Light Industrial (L-I) to Medium Density Residential (R1-6). Assessor's Parcel Number 227-11-004 and a portion of parcel 227-11-005, located on the southeast corner of Avenue E and County 23 ½ Street in San Luis, Arizona

Lot Split Case No. 2021-0387

A request by Edais Engineering Inc., on behalf of Riedel Holdings, AZ LLC, for a lot split approval. The existing parcel is 148.4 acres located at the northeast corner of Avenue E and County 24th Street. The proposal is to split the parcel into three new lots creating Parcel A, Parcel B, and Parcel C.

BACKGROUND:

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 the regional detention and support center under existing zoning regulations.

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). In 2011, Resolution 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.

According to Resolution No. 933, if the owner develops the 20-acre portion zoned R-2 and R-3 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.

In May 2021, the subject properties were purchased by Riedel Holdings LLC and the new owner requested a lot split to divide parcel 227-11-005 to create three new parcels.

On October 27, 2021, City Council approved Major Amendment Case No. 2021-0340. The applicant is now requesting rezoning of the parcels from Light Industrial (L-I) to Medium Density Residential (R1-6) to allow the construction of a residential subdivision known as Los Mesquites.

This Development Agreement will allow the rezoning and lot split approval and ensure appropriate construction of improvements, the dedication of right-of-way, streetlights, traffic contribution, and covenants conditions and restrictions.

As part of this agreement, the developer has requested to include a proposed amendment to Resolution No. 933, removing the condition of minimum 8,000 square feet lots and 1750 square feet homes.

The developer also wishes to donate 5 acres of land for the construction of a Park within the subject property. The 5 acres of land will be in addition to the development open space zoning requirements.

DEVELOPMENT AGREEMENT:

A development agreement has been proposed and the draft is attached to this report. The terms and conditions of the Agreement (Resolution No. 2204) include the following commitments:

- 2.1 Dedication of Right of Way. At present time Owners shall dedicate appropriate right-of-way to the city along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by Public Works Department. Dedication of right of way on County 24th shall be 75 feet from the center of alignment. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.
- 2.2 Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed, but rather may be located on any portion of the entire Property (Exhibit 1) that is the subject of this agreement. Owner agrees to make such dedications of property as may be needed or necessary for such development at the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.
- 2.3 Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.
- 2.4 Residential Development. Developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single-family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.
- 2.5 Traffic Light Contribution. Any development of the property, or portion thereof, and/or the

approval of any subdivision plat, be conditioned upon payment to the city the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

- 2.6 Waste Water Treatment Plant. Developer agrees to execute, record, and deliver such agreements, easements, and/or covenants conditions and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.
- 2.7 Land Dedication for Park. Owner wishes to donate to the City, and City agrees to accept from Owner, certain land within the Property, containing 5 gross acres of buildable land in addition to the open space requirement. Owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.
- 2.8 Covenants Conditions and Restrictions. For any lot developed or to be developed as other than residential development, Owner shall record a covenant, condition, and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.
- 2.9 Special Taxing Districts. Owner agrees to agree to the formation of a street lighting improvement district, a community facilities district and any enhanced municipal district needed.
- 2.10 Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

All the conditions have been discussed by the owner and the owner agrees with the development agreement.

If this development agreement passes, the City Attorney's Office will review Resolution No. 933 and this development agreement for any necessary or desirable clean-up resolution, such as amending the 8,000 sq. ft. to 6,000 sq. ft. lots.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2204.

Fiscal Impact

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

Attachments

Resolution No. 2204



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2204

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT DEVELOPMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, AZ LLC.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Los Mezquites project to be located in San Luis, Arizona; and

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

WHEREAS, the parties desire to enter into such agreement; and

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

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 proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

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

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornello, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**Exhibit A
Resolution No. 2204**

LOS MEZQUITES DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of this _____ day of _____ 2021 ("**Effective Date**") by and between the City of San Luis, an Arizona municipal corporation (the "**City**") and Riedel Holdings, L.L.C., an Arizona limited liability company (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number 2204.

RECITALS

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

B. WHEREAS, Owner, owns real property located in the municipal limits of the City which is legally described on Exhibit 1 (the "**Property**") and is currently being proposed for a commercial shopping center ("**Shopping Center**") and residential housing ("**Housing**"), and

C. WHEREAS, Owner has applied for a rezoning and lot split in order to develop the aforementioned Shopping Center and Housing Projects;

D. WHEREAS, A.R.S. § 9-500.05 provides, in part, that a development agreement can provide for the permitted uses of land; the density and intensity of uses; reservation or dedication of land for public purposes; conditions, terms, restrictions and requirements for public infrastructure; conditions, terms, restrictions and requirements relating to the governing body's intent to form a special taxing district pursuant to A.R.S. Title 48; and any other matters relating to the development of the property; and

E. WHEREAS, the City and Owner desire to enter into an agreement to provide for the rezoning and the splitting of land and provide for the land's future development; and

F. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 2204;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

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

Agreement shall mean this development agreement.

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

Owner shall mean and refer to Riedel Holdings L.L.C., an Arizona Limited Liability Company and any successor in ownership.

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

ARTICLE 1. DEVELOPMENT PLAN

1.1. Duration of Development Agreement. The term of this Agreement shall be for a period of five (5) years from the date of execution.

1.2. Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the non-breaching party shall have their respective remedies set forth in Section 4.3 of this Agreement.

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

ARTICLE 2. SPECIAL PROVISIONS FOR DEVELOPMENT

2.1 Dedication of Right of Way. At the present time, Owner shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by the Public Works Department. Dedication of right of way on County 24th Street shall be 75 feet from center of alignment. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.

2.2 Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of the City in his sole discretion. The location of such improvements and/or its

development is not confined to the lot being developed but rather may be located on any portion of the entire Property (Exhibit 1) that is the subject of this Agreement. Owner agrees to make such dedications of property as may be needed or necessary for such development in the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.

2.3 Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.

2.4 Residential Development. Owner is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the Property is developed with single-family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.

2.5 Traffic Light Contribution. Any development of the Property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the City the sum of \$260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

2.6 Waste Water Treatment Plant. Owner agrees to execute, record, and deliver such agreements, easements, and/or covenants conditions and restrictions that run with the land which is the Property which is the subject of this agreement ("Property") that will run with the land for the benefit of the City that will allow the Property to be used for or be subject to fumes, vapors, or odors emanating from the City's wastewater treatment operations located at 358 North Avenue D. Further, Owner, on behalf of owner and its successors, shall waive any claims for any damages that might arise from the wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes, vapors, or odors.

2.7 Land Dedication for Park. Owner wishes to donate to the City, and City agrees to accept from Owner certain land within the Property, containing five (5) gross acres of buildable land in addition to the open space requirement. Owner

agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.

2.8 Covenants Conditions and Restrictions. For any lot developed or to be developed as other than residential development, Owner shall record a covenant, condition and restriction to run with the land prohibiting the development and use of the Property as a school, public or private, of any kind nature, or description.

2.9 Special Taxing Districts. Owner agrees to agree to the formation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed.

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

ARTICLE 3. INDEMNIFICATION

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

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

3.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against

the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith, and Owner shall be liable for the amount of such settlement and all expenses in connection with such settlement.

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

ARTICLE 4. MEDIATION AND DEFAULT

4.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "**City Representative**") shall be the City Manager, and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "**Owner 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. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

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, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 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 to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the provisions of A.R.S. § 38-511.

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

ARTICLE 6. MISCELLANEOUS PROVISIONS

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

If to the City: City Manager
 City of San Luis
 1090 E. Union Street
 P.O. Box 1170
 San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
 1964 E. Cesar Chavez Blvd., Suite 1
 P. O. Box 1649
 San Luis, Arizona 85349

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

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

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

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

6.5. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

6.6. 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.

6.7. 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.

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

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

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

6.11. 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.

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

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

6.14. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

6.15. Time is of the Essence. Time is of the essence of this Agreement.

6.16. Compliance with All Laws. The Owner shall comply with all laws.

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

[Intentionally left blank, signature pages follow]

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

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Riedel Holdings, L.L.C.

Signature

Print Name

Title

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____
2021 by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal
corporation.

Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this ____ day of _____
2021, by _____, on behalf of Riedel Holding L.L.C., an
Arizona Limited Liability Corporation.

Notary Public

My Commission Expires: _____

Exhibit 1
Los Mezquites Development Agreement

LOS MEZQUITES SUBDIVISION

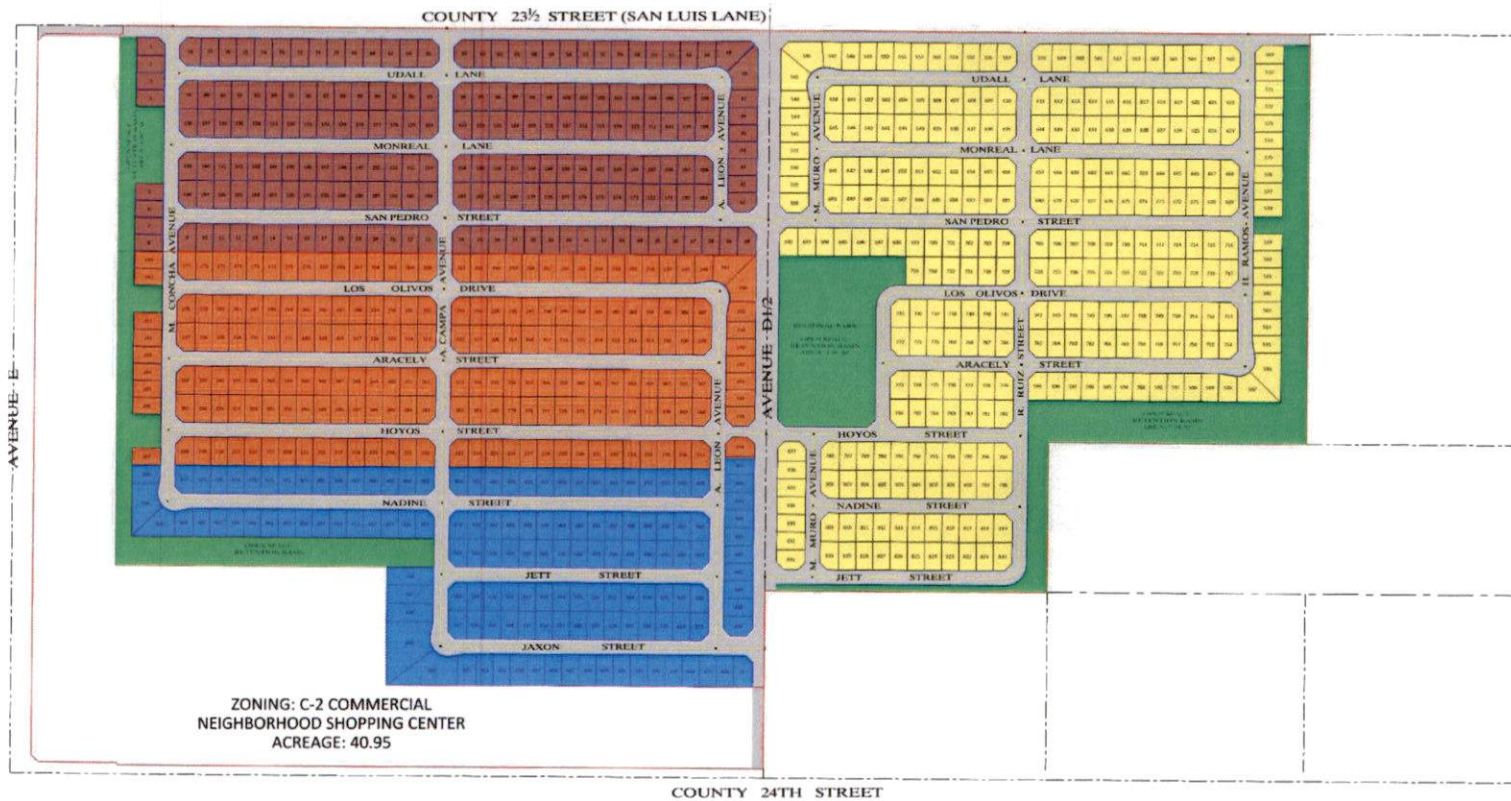
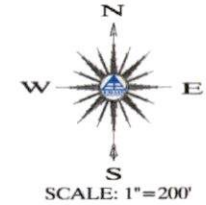
DATE OF PREPARATION: NOVEMBER 2021

NUMBER OF LOTS: 897

MASTER PLAN LAYOUT

Parcel 227-11-005: A portion of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. (108.91 acres)

Parcel 227-11-004: South East ¼ of Section: 11 Township: 11S Range: 24W SE4 EXC THE E 751.25 FT OF N 1449.58 FT & EXC S 660 FT +/- & EXC THE E 1652.78 FT OF THE N 576.11 FT +/- OF S 1185.05 FT +/- (74.64 acres)



PRELIMINARY
NOT FOR
CONSTRUCTION